

# GENERAL CONDITIONS OF PURCHASE

## NON-PRODUCTION – MNA & MEA (rev. 1/2026)

### Article 1 – Application

The purpose of these General Conditions of Purchase (hereinafter “GCP”) is to define the terms and conditions applicable to any order for the purchase of goods (hereinafter “Goods”) and/or services (hereinafter “Services”) by Manitou Equipment America, LLC and/or Manitou North America, LLC (hereinafter individually or together referred to as “MANITOU”) from the seller of the Goods and/or Services (hereinafter referred to as “Seller”), to which these GCP are attached or referenced. MANITOU and Seller are hereinafter individually a “Party” and together the “Parties.”

Unless a specific agreement has been signed between the Parties expressly stating that its terms and conditions control, it is agreed that these GCP shall control and apply in full to any Order accepted by Seller. Acceptance of the Order (as defined below) is expressly limited to and conditioned upon these GCP, which cannot be altered nor amended without MANITOU’s written consent. Order acceptance shall be binding upon Seller and its successors and assigns. For clarity, these GCP are incorporated by reference into and made a part of every Order, and supersede any Seller terms, which MANITOU expressly rejects. Payment by MANITOU does not constitute acceptance of such terms or modify these GCP.

### Article 2 – Order, Offer, and Acceptance

Any supply of Goods to and/or performance of Services for MANITOU is subject to the prior issue of a purchase order, transmitted by mail, email or via MANITOU web portal (hereinafter “Purchase Order” or “Order”). An Order is an offer to enter into a contract. An Order may be revoked, amended, or modified by MANITOU at any time prior to Seller acceptance. The following may serve as Seller’s acceptance of an Order and these GCP, creating a binding contract: (a) Seller’s execution and return of an Order acknowledgement or Seller’s own acknowledgement form via mail, email, or MANITOU web portal; (b) Seller’s delivery of any Goods or commencement of the performance of Services subject to the Order; or (c) absence of rejection/objection of the Order within five (5) business days of Seller’s receipt of the Order. Any stipulation agreed upon by the Parties in the Order, or as set forth in a statement of work signed by both Parties (“Statement of Work”) shall be considered as a special condition which shall thus prevail over these GCP.

### Article 3 – Financial Terms and Conditions

**3.1 Price:** Unless otherwise agreed by the Parties, the Order price is firm and final and includes the cost of packaging, where applicable, and any other cost, risk, or charge related to the performance of the Order, in accordance with the delivery terms agreed to in Article 4 below. Any change in rates, payment terms, or any additional cost of any kind whatsoever, shall be enforceable only if MANITOU has previously agreed to it in writing.

**3.2 Invoicing and Payment:** Invoices shall be made out to the names and billing addresses specified on the Order, and shall include the Order

number, and, where applicable, the mode of transport, destination of the Goods, the customs code, country of origin, delivery note number, and MANITOU item code. Payment terms are Net30 unless otherwise agreed in writing.

**3.3 Setoff:** All claims for money due or to become due to Seller from MANITOU shall be subject to deduction or set-off by MANITOU by reason of any counterclaim arising out of any transaction with Seller.

### Article 4 – Goods Delivery; Service Performance

**4.1 Risk Transfer:** The risks inherent in the ordered Goods depend on the delivery terms agreed between the Parties, in particular the choice of the ICC 2020 INCOTERMS® agreed upon in the Order. If no ICC 2020 INCOTERMS® is specified in the Order, delivery shall be deemed to be Goods Delivered and Duty Paid (ICC 2020 INCOTERMS® DDP) at the delivery address specified in the Order.

**4.2 Ownership Transfer:** The transfer of ownership of the Goods takes place upon delivery of the Goods to the address indicated on the Order.

**4.3 Terms and Conditions:** Where applicable, the Goods must be properly and sufficiently packaged, in appropriate packaging taking into account their nature and the precautions to be taken, so that they do not suffer any deterioration or alteration of any kind whatsoever during their loading and unloading, their transport and their storage. Seller shall be responsible for breakage, shortages, and damage resulting from inadequate or improper packaging. If Seller delivers an overage or shortage of Goods, MANITOU may reject all or any excess Goods and any excess may be returned to Seller at Seller’s expense. MANITOU is not obligated to any minimum purchase or future purchase obligations under these GCP.

All deliveries must be made during the hours of operation of the receiving department and at the location designated in the Order. All correspondence, in particular delivery and shipping documents, must comply with MANITOU’s requirements. Seller shall provide the Safety Data Sheets (SDS) for the Goods as well as, if applicable, the storage conditions specific to the Goods delivered. Goods must be accompanied by a delivery note and the consignment note. The delivery slip must include at least the Order number, the description and MANITOU reference of the Goods, the mode of transport and destination of the Goods, the customs code, and the quantities delivered.

**4.4 Deadlines:** Time is of the essence with respect to Seller’s obligations hereunder and the timely delivery of Goods and Services, including all performance dates, timetables, project milestones and other requirements as communicated in the Order or otherwise agreed to in a Statement of Work. Seller must notify MANITOU immediately upon knowledge of any event likely to have an influence on the delivery or timeliness of performance. If, in order to comply with a delivery deadline, it becomes necessary for Seller to ship by a more expensive method than specified in the Order, any increase in transportation costs resulting therefrom shall be borne by Seller, unless the necessity for such rerouting or expedited

handling was caused solely by MANITOU. Seller shall notify MANITOU of any such increased transportation costs. If delivery is or will be delayed by more than five (5) business days, MANITOU may (a) terminate the Order and/or (b) have the Order performed by an alternative seller of its choice, at Seller’s expense. In any event, Seller shall use all necessary means to minimize the delay and its consequences.

**4.5** Seller shall provide Goods and/or Services to MANITOU as described and in accordance with the dates or schedule set forth on the Order, in any Statement of Work, and in accordance with the terms and conditions as set forth in these GCP. Seller shall maintain complete and accurate records relating to the provision of such Goods and/or Services, including records of the time spent and materials used by Seller in providing such in such form as MANITOU shall approve.

**4.6 Force Majeure:** Seller is not liable for failure to deliver or perform due to events beyond its control that are unforeseeable and unavoidable (“Force Majeure”), which include (a) acts of God; (b) flood, fire, earthquake, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; and (e) embargoes or blockades in effect on or after the date of Order acceptance. Seller shall notify MANITOU promptly, but no later than five (5) days, of the Force Majeure event, stating the period of time the occurrence is expected to continue. Seller shall use diligent efforts to end the delay and ensure the effects of such Force Majeure event are minimized. If the delay remains for a period of thirty (30) days following written notice, MANITOU may terminate the Order without liability or costs.

**4.7 Receipt:** Receipt of Goods (e.g., checking the packaging, identification, and quantity of Goods in accordance with the Order) shall be made at the delivery address indicated on the Order. The absence of any reservation upon receipt of Goods shall in no way be construed as a waiver of any claim, right, or remedy available to MANITOU.

### Article 5 – MANITOU Equipment

Seller shall keep and maintain any MANITOU equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the MANITOU’s written instructions or authorization.

### Article 6 – Representations & Warranties

Seller warrants (a) that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, (i) are properly licensed, certified, accredited, or authorized as required by applicable law, and (ii) have the technical capabilities and are suitably skilled, experienced, and qualified to carry out their activities in a professional and workmanlike manner in accordance with best industry standards for similar goods/services; and (b) that it shall devote adequate resources to meet its obligations under these GCP and the Order..

Seller shall ensure that all of its manufacturing processes and all equipment used in the

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provision of the Goods and Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal and industry standards in effect or specified by MANITOU, such as labeling or adequate warning requirements.

**6.1 Goods Warranty:** Seller warrants that the Goods will (a) conform in all respects to the Order and to MANITOU's stipulations (particularly the technical specifications and/or any other written instructions from MANITOU); (b) be free of all defects and faults; (c) satisfy the use for which they are intended; and (d) comply with all applicable federal, state, provincial, and local statutes, rules of the trade, laws, regulations, orders, ordinances, and standards in force on the day of delivery, in particular with regard to health, safety, environmental protection, and labor, including any industry standards and MANITOU specifications that concern the foregoing, such as any restriction or prohibition on certain chemical compounds.

MANITOU may claim compensation for all damages and additional costs related to Seller's failure to comply with its obligation to deliver in conformity. Seller shall replace or correct defects of any nonconforming materials promptly, at no cost to MANITOU, when notified of such nonconformity by MANITOU, provided MANITOU elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming materials promptly, MANITOU, after reasonable notice to Seller, may make such corrections or replace such materials and charge Seller for the cost incurred by MANITOU in doing so.

**6.2 Services Warranty:** Seller warrants that Services, and all materials furnished as part of the Services, will not be in violation of any applicable law, rule, or regulation. Prior to the date on which the Services are to start, Seller shall obtain, and at all time during the provision of services maintain, all necessary licenses, permits, and consents, and comply with all relevant laws and regulations applicable to the provision of Services. Seller warrants the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright or patent rights, that Seller will not transfer or process personal information under this Order in a manner that necessitates MANITOU to obtain consent for the transfer or processing of personal information under applicable law, and Seller is not subject to and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Order.

**6.3** If MANITOU notifies Seller of any nonconformity with respect to these warranties, Seller shall, at its own expense, promptly re-perform the Services or correct such nonconformity as necessary to bring the deliverable into conformity with the applicable specifications (such specifications are to be mutually agreed upon by the parties pursuant to the Order). Seller's curative efforts are to be completed within the applicable "Cure Period," which shall be fifteen (15) business days, unless

a different period is set forth in the Order. In the event Seller cannot or does not cure such nonconformity within the Cure Period, MANITOU may immediately terminate the applicable Order.

**6.4** All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the Goods and/or Services and completion, termination or cancellation of the Order. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable.

### Article 7 – Intellectual Property

**7.1** Each party shall retain exclusive ownership of its own knowledge (in particular know-how), belonging to it prior to performance of the Order and/or developed or acquired independently of the Order, in any form whatsoever, whether patentable or not, as well as all related rights. Seller shall keep confidential MANITOU's own knowledge that may come to its knowledge in connection with the performance of the Order and shall therefore refrain from reproducing, copying, assigning or using it for any purpose other than the performance of the Order.

**7.2** All intellectual property rights relating to work carried out by Seller for MANITOU (in particular, developments, studies, projects, prototypes, documents, plans, inventions, innovations and creations), regardless of their medium (hereinafter referred to as the "Results"), shall be assigned to MANITOU as they are created, said transfer of rights being included in the price of the Goods and/or Services paid by MANITOU. The Results developed for MANITOU may therefore not be sold to third parties. Seller hereby grants MANITOU a free, non-exclusive, worldwide, irrevocable license, with the right to grant sub-licenses, for the entire legal duration of protection of Seller's own knowledge and the duration of the rights held by Seller, in order to allow MANITOU to fully exercise the rights granted to the Results.

**7.3** Except with MANITOU's prior written consent, these GCP do not grant Seller any right to use any trademark or other distinctive sign of MANITOU, including, but not limited to, the "MANITOU ®" and "GEHL ®" trademarks.

### Article 8 – Confidentiality

All non-public, confidential, or proprietary information or material disclosed by either Party—whether oral, written, electronic, or otherwise, and regardless of designation—is deemed confidential ("Confidential Information"). The receiving Party shall (i) protect Confidential Information using at least commercially reasonable care, (ii) use such only to perform under these GCP or Order, and (iii) not copy, reproduce, or disclose, unless to representatives with a need to know and bound by confidentiality obligations, without the disclosing Party's prior written consent. Obligations of confidentiality do not apply to information that is: (a) in the public domain; (b) known by the receiving Party prior to disclosure; (c) lawfully obtained by the receiving Party from a third party without restriction; or (d) developed independently by the receiving Party without use of Confidential Information. MANITOU is under no obligation of confidentiality as to the Results it owns. The

obligation of confidentiality hereunder shall extend past the expiration or termination of the Order(s) for a period of ten (10) years. At the end of the contractual relationship or upon request by the other Party, each Party shall return or destroy all Confidential Information, except for archiving purposes in accordance with a legal or regulatory obligation. MANITOU may seek injunctive relief for any breach hereof.

### Article 9 – Liability; Insurance

**9.1** Seller is liable for all damages, losses, and costs incurred by MANITOU or any third party arising from or relating to Seller's: (a) breach of any representation, warranty, or covenant made hereunder, and (b) performance and/or failure to perform or improper performance of the Order, which may occur during or after the performance of the Order.

**9.2** Seller shall indemnify, defend, and hold harmless MANITOU, its subsidiaries, affiliates, authorized dealers and distributors, and their respective personnel, agents, successors, assigns, and customers (collectively, "Indemnitees") from and against any and all claims, liabilities, actions, damages, costs and expenses of whatever kind, (including reasonable attorneys' fees and costs) (collectively, "Losses"), arising out of or relating to: (a) Seller's breach or nonfulfillment of any covenant, representation, or warranty made hereunder; (b) any negligence, willful misconduct, or strict liability (including causing bodily injury/death or damage to real or tangible personal property); (c) any non-conformity, operating or performance defect, or hidden or apparent defect in Goods or Services, regardless of legal theory or form of action; and (d) any allegation that Goods or Services, or MANITOU's use thereof, infringe, misappropriate, or violate any third party intellectual property rights (for which Seller shall bear all expenses resulting therefrom, including all costs required to modify the deliverables or obtain license rights). Seller shall not settle any claim without MANITOU's prior written consent.

**9.3** Seller shall maintain with an insurance company(ies) Comprehensive General Liability Insurance (including liability hereunder) in the minimum amount of \$1 million dollars per occurrence/\$3 million dollars aggregate. Upon MANITOU request, a certificate of such insurance shall be filed with MANITOU and shall provide for ten (10) days prior written notice to MANITOU of cancellation or material change.

**9.4** Nothing in these GCP, including but not limited to insurance minimums, shall be interpreted or construed to exclude or limit Seller's liability or remedies available to MANITOU, including MANITOU's right of indemnity.

### Article 10 – Subcontracting

Seller may not subcontract MANITOU's Orders without prior written consent. In any event, Seller remains fully liable to MANITOU for its subcontractors. Nothing contained herein creates any contractual relationship between MANITOU and any Seller subcontractor. Seller shall require each permitted subcontractor to be



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bound in writing by the confidentiality provisions of these GCP, and, upon MANITOU's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form reasonably satisfactory to MANITOU.

### Article 11 – Termination

11.1 An Order may be terminated in whole or in part by MANITOU immediately upon written notice (a) in the cases expressly provided for in these GCP, (b) in the event of a breach of any of the provisions contained herein or in the Order, or (c) if Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

11.2 In the event of any such termination, MANITOU may procure, upon such terms and in such manner as MANITOU may deem appropriate, goods comparable to the materials covered by the Order so terminated, and Seller shall be liable to MANITOU for any excess cost thereof. In the event of any such termination, MANITOU may require Seller to deliver to MANITOU, as directed by MANITOU, any completed or partially completed deliverables against MANITOU's payment of the portion of the price properly allocable to such. Seller shall continue performance of any non-terminated part of an Order. MANITOU shall have no obligation or liability to Seller with respect to the terminated portion of an Order. MANITOU's rights set forth herein shall be in addition to all other rights in the event of Seller's default.

11.3 An Order may be terminated in whole or in part by MANITOU for its sole convenience upon thirty (30) days' written notice to Seller. If MANITOU terminates an Order for any reason, in whole or in part, Seller's sole and exclusive remedy is payment for Goods and/or Services received and accepted by MANITOU prior to termination. All Seller obligations set forth in the Order and these GCP shall survive Order termination or completion.

### Article 12 – Compliance

12.1 In general, Seller shall comply with the legal and regulatory provisions, codes, practices, rules of the art and industry standards in force, which are applicable to it. Goods must be supplied, where applicable, with all documentation and certificates relating thereto; the documentation and certificates must be made available to MANITOU at any time and/or supplied by Seller on request by MANITOU.

12.2 Seller shall comply with all rules, regulations and policies of MANITOU, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures

12.3 Seller shall implement an information system security policy using sufficient physical, technical, and administrative safeguards to protect personal data, business secrets, or any other confidential data provided by MANITOU.

Seller must immediately notify MANITOU of any security incident or suspicion (including but not limited to a cyberattack, a ransomware-type event, or illicit or unauthorized access or use of MANITOU's or Seller's data and/or information system). MANITOU reserves the right to take any appropriate measure it deems necessary to protect its data and/or its information system.

12.4 Order acceptance acts as Seller's acknowledgment of and adherence to MANITOU's Responsible Purchasing CSR Charter (Ref. STD-DO-SO-011), in the latest version made available by MANITOU (e.g. on MANITOU's web portal).

### Article 13 – Processing of Personal Data

The Parties shall comply with all applicable personal data protection laws and regulations, and use such personal data only for the purposes of performing the Order and for the duration of the relationship. MANITOU hereby notifies Seller that it processes personal data for the legal purpose of the legitimate interests pursued by MANITOU, the performance of the Order, compliance with legal and regulatory obligations and Seller's consent, through acceptance of these GCP. The data may be communicated to MANITOU's service providers / subcontractors. It is kept by MANITOU for the time necessary for the operations for which it was collected and in compliance with the regulations in force. Seller may access, rectify, oppose, and delete data concerning it by writing to MANITOU.

### Article 14 – Audit

Seller shall permit MANITOU, at any time, subject to prior notification within a reasonable period of time, to carry out an audit on Seller's premises or, if applicable, at its subcontractor(s). This audit may, in particular, cover the organization, quality of manufactured Goods (including raw materials or components/materials used), capacity resources, working conditions of employees and service providers, verification of compliance with provisions set forth herein, and security measures implemented by Seller (in particular IT security). Any audit carried out by MANITOU shall in no way limit or exonerate Seller from its responsibility for the Goods or Services.

### Article 15 – Applicable Law; Jurisdiction

15.1 All matters arising out of or relating to the Order or these GCP shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is expressly excluded by the Parties.

15.2 Any dispute relating to the interpretation and/or performance of these GCP and/or to an Order shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin located in the City of Milwaukee and County of Washington, respectively, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding.

### Article 16 – Anti-Corruption

MANITOU has adopted an anti-corruption code of conduct referencing the United Nations Convention Against Corruption. Accordingly, Seller warrants that it will (a) comply with all applicable anti-corruption laws and regulations, (b) refrain from any act or omission that could expose MANITOU to liability under such laws, and (c) promptly notify MANITOU in writing of any event that may result in undue advantage, financial or otherwise, in connection with these GCP, and provide all necessary assistance to MANITOU to respond to a request from a duly authorized anti-corruption authority.

### Article 17 – Miscellaneous

17.1 Severability. If any provision of these GCP is found to be invalid or unenforceable, only that provision shall be deemed to be unwritten and the remaining provisions shall not be affected.

17.2 Waiver. No forbearance by MANITOU, even if extended, shall constitute a modification to these GCP and/or the Order, or a waiver of its rights.

17.3 Notice. Any notice required or permitted under these GCP by Seller shall be in writing and shall be delivered via first class, postage prepaid, mail or courier addressed to: Sourcing Director, Manitou Equipment America, LLC, One Gehl Way, West Bend, WI 53095.

17.4 Entire Agreement. These GCP and any Order, along with any referenced MANITOU document, constitute the entire agreement between the Parties. Any modification or waiver of these GCP or an Order is valid only if in writing and signed by both Parties. Notwithstanding the foregoing, MANITOU reserves the right to revise these GCP from time to time. Such revised version will be effective as noted, published, and referenced in every Order. The revised version is only applicable to Order(s) after the revised effective date.

17.5 Cumulative Remedies. The rights and remedies under these GCP and the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity otherwise.