



GENERAL CONDITIONS OF PURCHASE PRODUCTION - MEA (Rev. 11/2023)

Article 1 – Application

1.1 The purpose of these General Conditions of Purchase (hereinafter "GCP") is to define the terms and conditions applicable to any order for a product (hereinafter the "Product(s)") intended to be incorporated into MANITOU's machines (hereinafter "Machines") issued by Manitou Equipment America, LLC (hereinafter "MANITOU") to the supplier of the Product(s) (hereinafter referred to as the "Supplier"), to which the GCP are attached or in which they are referenced. MANITOU and Supplier are hereinafter called individually the "Party" and together the "Parties".

1.2 Unless a specific agreement has been signed between the Parties, it is agreed that these GCP shall apply in full in the event of an order accepted by the Supplier pursuant to Article 2 of these GCP. Acceptance of the order (as defined in Article 2, below) is expressly limited to and conditioned upon these GCP, which cannot be altered nor amended without MANITOU's express written consent. Acceptance of an order shall be binding upon Supplier and Supplier's successors and assigns. This form supersedes any other Supplier acknowledgements or forms, and in the event of any conflict or inconsistencies between these GCP and any other Supplier acknowledgments or forms, the GCP shall control and govern.

Article 2 – Order, Offer & Acceptance

2.1 Any supply of Products to MANITOU is subject to the prior issue of a so-called "closed" (one-off) or "open" (production order by establishing delivery schedules with a firm period) order, transmitted by mail, e-mail or via the MANITOU web portal (hereinafter the "Order"). The Order is an offer to enter into a contract. The Order may be revoked, amended or modified by MANITOU at any time prior to Supplier's acceptance. Either of the following acts may constitute Supplier's acceptance of the Order and these GCP: (a) Supplier's execution and return of the acknowledgement copy of the Order or Supplier's own acknowledgement form via mail, email, or MANITOU web portal; or (b) Supplier's delivery of any of the Products subject to the Order. Any stipulation agreed upon by the Parties in the Order shall be considered as a special condition which shall thus prevail over these GCP.

2.2 Acceptance of the Order pursuant to Article 2.1, above, automatically implies the Supplier's acknowledgment of and adherence to the provisions of the Supplier Quality Manual (Ref. GRP-PR-QU-001) and the MANITOU Responsible Purchasing CSR Charter (Ref. STD-DO-SO-011), in the latest version made available by MANITOU (e.g. on the MANITOU web portal).

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 and any other cost, risk or charge related to the performance of this 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, mode of transport and destination of the Products, the customs code, country of origin, delivery note number and MANITOU item code.

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

Article 4 - Delivery

4.1 Transfer of risks: The risks inherent in the ordered Products 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 Products Delivered and Duty Paid (ICC 2020 INCOTERMS® DDP) at the delivery address specified in the Order.

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

4.3 Terms and conditions: The Products 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. The Supplier shall be responsible for breakage, shortages and damage resulting from inadequate or improper packaging. In the event Supplier delivers an overage or shortage of Products, MANITOU may reject all or any excess Products and any excess may be returned to Supplier at Supplier'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 be drawn up in accordance with MANITOU's requirements. The Supplier shall provide the Safety Data Sheets (SDS) for the Products as well as, if applicable, the storage conditions specific to the Products delivered, in particular for the spare parts of the Products. The Products 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 Products, the mode of transport and destination of the Products, the customs code and the quantities delivered.

In the event that the Supplier's own storage rack is to be used for the performance of the Order, the Supplier shall have it qualified and validated by MANITOU beforehand (particularly with regard to

the dimensions and material used) and Supplier shall coordinate the necessary fleet of said racks to ensure the delivery of the Products in accordance with the requirements of the Order.

4.4 Customs: The Supplier shall provide MANITOU, for each of the Products, with all the information and documents required to carry out customs formalities, in particular, the customs nomenclature (TARIC format - 10 digits), the non-preferential country of origin and, where applicable, the long-term declaration for proof of preferential origin, as well as all technical documents and certificates of conformity. All these documents may be provided to MANITOU on request. The Supplier must also indicate to MANITOU any Product considered as a dual-use item.

4.5 Deadlines: Time is of the essence on the Order and delivery deadlines mentioned in the Order are imperative. Any event likely to have an influence on the delivery must be notified to MANITOU in writing immediately upon knowledge by the Supplier. If, in order to comply with a delivery deadline, it becomes necessary for Supplier to ship by a more expensive method than specified in the Order, any increase in transportation costs resulting therefrom shall be the responsibility of Supplier, unless the necessity for such rerouting or expedited handling was caused solely by MANITOU. Supplier shall notify MANITOU of any such increased transportation costs. In the event of a delay in delivery of more than five (5) business days, MANITOU reserves the right to request the termination of the Order to the detriment of the Supplier and/or to have the Order performed by an alternative supplier of its choice, at the Supplier's expense. In any event, the Supplier shall use all necessary means to minimize the delay and its consequences. Supplier shall indemnify MANITOU against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Products on the delivery date. The Supplier will be responsible for any delay in delivery, not attributable to the following force majeure events ("Force Majeure Event(s)": (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 the Order's acceptance. The Supplier shall give notice as soon as practicable, but in no event later than 5 days, of the Force Majeure Event to MANITOU, stating the period of time the occurrence is expected to continue. Supplier shall use diligent efforts to end the delay and ensure the effects of such Force Majeure Event are minimized. In the event that the Supplier's delay remains uncured for a period of 30 days following written notice given by it under this Section 4.5, MANITOU may thereafter terminate the Order without liability or costs.

4.6 Receipt: Receipt of the Products (which means checking of the packaging, identification and quantity of the Products in accordance with the Order) shall be made at the delivery address indicated on the Order. The absence of any reservation upon receipt of the Products shall in no



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way be construed as a waiver of any claim, right, or remedy available to MANITOU.

Article 5 – Quality & Compliance

5.1 The Supplier warrants to MANITOU that it and its subcontractors and suppliers have the technical capabilities as well as all the authorizations and licenses required to carry out its activities. The Products are supplied, where applicable, with all the documentation and certificates relating thereto; the documentation and certificates will be made available to MANITOU at any time and/or supplied by the Supplier on request by MANITOU.

5.2 The Supplier warrants that the Products conform in all respects to the Order and to MANITOU's stipulations (in particular to the technical specifications, the specifications or any other written instructions from MANITOU), are free of all defects and faults, and will satisfy the use for which they are intended and the rules of the trade, laws, standards and regulations in force on the day of delivery, in particular with regard to health, safety, environmental protection and labor law. MANITOU may also claim compensation for all damages and additional costs related to Supplier's failure to comply with its obligation to deliver in conformity.

5.3 The Supplier may not make any modification to the Products without six (6) month prior notice and prior written approval from MANITOU, in particular in the event of a change in component, material, design, process or place of manufacture.

5.4 Non-conforming Products so identified before MANITOU's Machines are put into service shall be taken back by the Supplier within 48 hours of the notification of non-conformity. The Supplier may propose a replacement for the non-conforming Product or a repair procedure with a supplier qualified by the Supplier. The Supplier shall be responsible for the quality of the repair of the Product. Payment by MANITOU shall not constitute acceptance of the Product and shall not limit or prevent any request for repair in the case of a non-conforming Product, and shall not have the effect of releasing the Supplier from its liability for undisclosed, undetected or hidden defects.

Article 6 - Warranty

6.1 The Supplier, an expert in its field, is bound by an obligation of result and, as such, assumes full responsibility for the Products (in particular, in regards to their design, manufacturing process, technical choices to be made for their production and their suitability for the use for which they are intended), of which the Supplier declares that it has full knowledge, regardless of MANITOU's involvement during the development of the Products.

6.2 The contractual warranty provided by the Supplier on the Products (parts, labor, travel) shall be for a period of 36 months from the date of delivery of the Product or 24 months from the date of commissioning of the Machine on which the Product has been installed, whichever comes first.

In the event of replacement of a Product under warranty, the warranty on the replacement Product shall be for a period of 24 months from date of replacement. In the event of any defect in the Product, non-conformity, error, faulty workmanship, or any apparent or hidden defect, the Supplier shall bear all the costs incurred by MANITOU (or its authorized dealer or repairer) for the replacement and/or repair of the defective Product, including in particular the purchase price of the replacement Product, the cost of labor, travel and transport, as well as any additional costs, subject to presentation of receipts.

In any event, the Supplier shall be held responsible and shall bear all the financial consequences resulting from damage of any kind caused to persons and/or property, and additional costs related to the measures taken in the event of a recall campaign or for modification of the equipment, in particular in the event of a latent defect, non-compliance or safety defect.

Article 7 - Spare parts and services

7.1 The Supplier shall provide technical maintenance, after-sales service and timely supply of spare parts for the Products (meaning either the Product as such or one of its components) for a minimum period of ten (10) years after the production Product phaseout. The contractual warranty provided by the Supplier on spare parts shall be for a minimum period of one year from receipt of the spare part by MANITOU (without prejudice to the warranty periods defined in Article 6.2).

7.2 In the event of obsolescence, the Supplier will offer similar replacement products, provided that they are of identical size, dimensions and functionality, and perfectly substitutable, after prior written agreement with MANITOU and subject to compliance with a six (6) month notice period. Where possible, the Supplier shall make available the drawings and technical specifications of the parts and Products that it is no longer able to supply.

7.3 The Supplier authorizes MANITOU to affix MANITOU's trademark to the Products or spare parts (and, if necessary, to remove the Supplier's trademark) with a view to their sale. Furthermore, the Supplier shall refrain from disclosing to any third party the lists of cross-references of the Products or lists of parts comparing its own references with the MANITOU parts references.

7.4 It is agreed between the Parties that the maintenance of the Products can be carried out with oils, coolants, fluids, filters and any consumables from MANITOU.

7.5 The Supplier shall propose a solution for repairing the Product that complies with the requirements of the Order and is acceptable to MANITOU in the event of difficulties in supplying the spare part concerned.

Article 8 – Tooling

The tooling (in particular, tooling, mold, dies, models and templates, platforms and any other specific equipment or merchandise whatsoever) made available by MANITOU to the Supplier for the specific and exclusive purpose of manufacturing and delivering the Products shall remain the exclusive property of MANITOU. The Supplier shall use tooling only for the purpose of executing MANITOU's Orders and to ensure the tooling's proper management in order to guarantee the manufacture and delivery of the Products under the best possible conditions. Tooling is placed under the responsibility of the Supplier, who guarantees its perfect upkeep, conservation, control and maintenance and shall provide tooling with visible marking intended to make MANITOU's property rights apparent to any third party. The Supplier is thus responsible in the event of loss, theft, damage or premature wear and tear and will take out any useful insurance covering these risks and any damage that it may cause to third parties as a result of its custody. The tooling must be returned to MANITOU in good condition at any time upon request by MANITOU. An annual written inventory of the tooling must be made available to MANITOU.

Article 9 - Progress Plan

As a professional, the Supplier shall make proposals and implement continuous progress procedures in order to improve productivity and logistics flows, the quality of the Products, and thus to reduce its costs in order to allow a corresponding reduction in prices for MANITOU. These commitments will be made to the extent of the Supplier's capabilities and will be regularly monitored by MANITOU as to their achievement.

Article 10 - Intellectual property

10.1 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. The Supplier 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.

10.2 All intellectual property rights relating to specific or custom work carried out by the Supplier exclusively 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 Product paid by MANITOU. The Results developed exclusively for MANITOU may therefore not be sold to third parties. The Supplier hereby grants MANITOU a free, non-exclusive, worldwide, irrevocable license, with the right to grant sub-licenses, for the entire legal duration of protection



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of the Supplier's own knowledge and the duration of the rights held by the Supplier, in order to allow MANITOU to fully exercise the rights granted to the Results, in particular to use, market and resell the Products, and to reproduce, translate and adapt the associated documentation.

10.3 The Supplier shall indemnify and hold MANITOU harmless against any claims by third parties to intellectual property rights relating to the Products and belonging to the Supplier, and shall therefore bear all judgments and costs resulting from such claims, including the additional costs of any necessary modification of the Products or costs of obtaining license rights.

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

Article 11 - Confidentiality

The Parties agree (i) to keep confidential all non-public, confidential and/or proprietary information that has been communicated in the course of the performance of the Order (with the exception of the Results, for which MANITOU is under no obligation of confidentiality), (ii) not to reproduce, copy, transfer or use such information for any purpose other than the performance of the Order, and (iii) not to disclose such information to any third party without the prior written consent of the disclosing party. Each party agrees to take the necessary steps to ensure compliance with this confidentiality obligation, which shall be maintained throughout the performance of the Orders and shall terminate ten (10) years after termination of the contractual relationship. At the end of the contractual relationship or upon request by the other party, each party shall return or destroy the information, except for archiving purposes in accordance with a legal or regulatory obligation.

Article 12 – Liability & Insurance

12.1 The Supplier assumes responsibility for all damages, losses and costs incurred by MANITOU or any third party and caused by Supplier's performance and/or failure to perform or improper performance of the Order, which may occur during or after the performance of the Order. The Supplier shall hereby indemnify, defend, and hold harmless MANITOU, its subsidiaries, affiliates, authorized dealers and distributors and their officers, directors, employees, agents, successors, assigns, and customers (collectively, "Indemnitees") from and against any claim, liability action, request for damages or legal action as well as compensation for any settlement borne by MANITOU with a third party due to bodily injury, material or immaterial damage caused by the negligence or fault of the Supplier or which is due to a non-conformity, operating or performance defect or to a hidden or apparent defect in the Product.

12.2 The Supplier shall maintain with an insurance company or companies Comprehensive General Liability Insurance (including liability hereunder) in

the minimum amount of \$1 million dollars per occurrence/\$3 million dollars aggregate. At MANITOU's request, a certificate of such insurance shall be filed with MANITOU and shall provide for 10 days' prior written notice to MANITOU of cancellation or material change. Liability insurance limits shall not be construed to limit MANITOU's right of indemnity hereunder.

12.3 Nothing in these GCP shall be interpreted to exclude or limit Supplier's liability.

Article 13 – Subcontracting

The Supplier may not subcontract MANITOU's Orders without prior written agreement. In any event, the Supplier shall remain fully responsible and liable to MANITOU for its subcontractors.

Article 14 – Termination

The Order may be terminated in whole or in part by MANITOU immediately upon written notice (i) in the cases expressly provided for in these GCP, (ii) in the event of a breach of any of the provisions contained herein or in the Order, or (iii) if the Supplier 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. In the event of any such termination, MANITOU may procure, upon such terms and in such manner as MANITOU may deem appropriate, products comparable to the materials covered by the Order so terminated, and Supplier shall be liable to MANITOU for any excess cost of such comparable materials. In the event of any such termination, MANITOU may require Supplier to deliver to MANITOU in the manner and to the extent directed by MANITOU, any completed or partially completed materials against MANITOU's payment of the portion of the price properly allocable to such materials. Supplier shall continue performance of the Order to the extent not terminated. MANITOU shall have no obligation or liability to Supplier with respect to the terminated portion of the Order. MANITOU's rights set forth in this section shall be in addition to MANITOU's other rights in the event of Supplier's default.

The Order may be terminated in whole or in part by MANITOU for its sole convenience upon 30 days' written notice to Supplier. If MANITOU terminates the Order for any reason, in whole or in part, Supplier's sole and exclusive remedy is payment for the Products received and accepted by MANITOU prior to the termination. All of Supplier's obligations set forth in the Order and these GCP shall survive the termination or completion of the Order.

Article 15 - Compliance with regulations

15.1 In general, the Supplier shall comply with the legal and regulatory provisions, codes, practices, rules of the art and industry standards in force, which are applicable to it.

15.2 The Supplier shall, at MANITOU's request, provide a certificate from the concerned authority(ies) (and for any renewal of said certificate) proving that it has fulfilled its obligations.

15.3 The Supplier 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. The Supplier 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 the Supplier's data and/or information system). In this case, MANITOU reserves the right to take any appropriate measure it deems necessary to protect its data and/or its information system.

Article 16 - Processing of personal data

The Parties agree to comply with the applicable regulations on the protection of personal data and to use personal data only for the purposes of performing the Order and for the duration of the relationship. The Supplier is hereby informed that MANITOU 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 the Supplier's consent, through acceptance of the present GCP. This 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. The Supplier has the right to access, rectify, oppose and delete data concerning him/her by writing to MANITOU.

Article 17 - Audit

The Supplier agrees to allow MANITOU, at any time, subject to prior notification within a reasonable period of time, to carry out an audit on the Supplier's premises or, if applicable, at its subcontractors or suppliers. This audit may, in particular, cover the Supplier's organization, the quality of manufacture of the Products (including the raw materials, components or materials used), the capacity resources, the working conditions of the Supplier's employees and service providers, the verification of compliance with Article 20, or the security measures implemented by the Supplier (in particular IT security).

Any inspections carried out by MANITOU shall in no way limit or exonerate the Supplier from its responsibility for the Products.

Article 18 - Applicable law & jurisdiction

18.1 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.



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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.

18.2 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 19 - Miscellaneous provisions

19.1 If any provision of the 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.

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

Article 20 - Notices

Any notice required or permitted under these GCP by Supplier 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.

Article 21 - Entire agreement

These GCP and any accompanying Order, along with any of the MANITOU documents referenced herein, constitute the entire agreement between the Parties. No waiver, consent, modification, amendment or change to the terms of the Order shall be binding unless in writing and signed by both MANITOU and Supplier.

Article 22 - 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.