



Section D: Commercial Terms and Conditions
 Revised: August 1, 2024

TERMS AND CONDITIONS FOR
 COMMERCIAL PURCHASE ORDERS

All purchases of Products by Buyer from Supplier shall be subject to the following Terms and Conditions (the “**Terms and Conditions**”), which are hereby incorporated in their entirety into each Purchase Order.

1. Definitions. Capitalized terms used in these Terms and Conditions will have the meaning set forth in Schedule 1 to these Terms and Conditions. For the avoidance of doubt, references to the Purchase Order include these Terms and Conditions as incorporated into such Purchase Order.

2. Acceptance of Purchase Order. THE PURCHASE ORDER IS NOT AN ACCEPTANCE OF ANY OFFER BY SUPPLIER TO SELL BUT IS AN OFFER BY BUYER TO PURCHASE which, unless otherwise mutually agreed by the Parties, may be accepted only by Supplier as specified in this Section 2. Acceptance occurs upon the earlier of: (A) Supplier beginning performance (including shipment), (B) Supplier notifying Buyer of acceptance through the platform designated by the Buyer to submit and receive Purchase Orders, or (C) Supplier’s failure to reject the proposed Purchase Order within three (3) calendar days after Supplier’s receipt of such proposed Purchase Order. This offer may be revoked by Buyer’s Notice to Supplier at any time prior to any such acceptance by Supplier. Upon effective acceptance by Supplier, the Purchase Order (including these Terms and Conditions and any other documents referenced or incorporated into the Purchase Order), together with any LTSA, if applicable, will constitute the entire agreement between the Parties (except for any additional warranties given by Supplier) with respect to the purchase and sale of the Products (as defined below), superseding any and all previous communications and negotiations, whether oral or in writing. This Purchase Order expressly limits Supplier's acceptance to the terms of the Purchase Order. Buyer hereby objects to any additional or different terms or provisions (except additional warranties given by Supplier) of any quotation, acknowledgment, invoice, or other form or correspondence supplied by Supplier, and no such additional or different term or provision (except additional warranties given by Supplier) shall become part of the agreement between the Parties. These Terms and Conditions prevail over any terms or conditions contained in any other documentation, including quotes and/or invoices, and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with this Purchase Order.

3. Additional Terms; Order of Precedence.
 - A. Supplier Standards Guide. All applicable provisions of the Supplier Standards Guide are incorporated herein by reference, to the extent not directly inconsistent with this Purchase Order. It is therefore Supplier’s duty to review the Supplier Standards Guide for any updates prior to any acceptance of any proposed Purchase Order. Supplier acknowledges that it has reviewed and is familiar with the terms of said Supplier Standards Guide, and warrants and agrees that the Products provided under the Purchase Order will be in strict conformity with all of the applicable provisions thereof, and that Supplier shall comply with all of the requirements set forth in the Supplier Standards Guide.

 - B. Order of Precedence. In the event of any direct conflict between the Purchase Order and the Supplier Standards Guide, the Purchase Order will control and prevail, but solely to the extent of the conflict and solely with respect to the subject matter of the Purchase Order. In the event of any direct conflict between the Purchase Order and any LTSA (if any), the LTSA shall control and prevail, but solely to the extent of the conflict. In the event of any direct conflict at any time between any provision contained in the Purchase Order and any term or condition or attempted limitation of warranty set forth in any other communication from Supplier, it is agreed by Supplier that such provision in the Purchase Order shall control such conflict and govern the Purchase Order.

4. Supplier Obligation to Manufacture and Deliver Products.

ANY PRINTED COPIES OF THESE TERMS AND CONDITIONS ARE UNCONTROLLED COPIES AND MAY BE OUTDATED. IT IS THE RESPONSIBILITY OF SUPPLIER TO VERIFY THAT IT IS IN COMPLIANCE WITH THE LATEST REVISION OF THESE TERMS AND CONDITIONS AS POSTED ON THE OSHKOSH PROCUREMENT WEBSITE OSN.OSHKOSHCORP.COM

- A. Supplier agrees to sell and deliver to Buyer such quantity(ies) of Products, at the price(s), to the location(s) and on the delivery date(s) specified on the Purchase Order in accordance with these Terms and Conditions. Supplier will ensure that all Products will be manufactured in accordance with, and that the Products will comply with, the Specifications. Supplier will use only such materials as are approved in advance in writing by Buyer to manufacture, label, and package Products for Buyer under the Purchase Order. Except as expressly set forth herein to the contrary, Supplier shall have sole responsibility for procurement of and payment for all such materials (including packaging materials).
- B. Supplier will ensure that the features, functionality, price, quality, and delivery timelines for the Products remain competitive with those of other third-party suppliers.
- C. Buyer's internal production schedules are based upon timely performance by Supplier under the Purchase Order. ACCORDINGLY, TIME IS OF THE ESSENCE FOR THE PURCHASE ORDER AND SUPPLIER HEREBY AGREES TO USE ITS BEST EFFORTS TO MEET THE DELIVERY DATE(S) SET FORTH ON THE PURCHASE ORDER. In the event delivery date(s) are not specified on the Purchase Order, Buyer shall specify delivery date(s) at a later time, and Supplier shall have seven (7) days after receipt of these delivery date(s) to propose alternate delivery date(s). If no alternate delivery date(s) are received by Buyer within such seven (7)-day period, then Buyer's specified delivery date(s) shall be deemed part of the Purchase Order. If Supplier proposes alternate delivery date(s) within the seven (7)-day period, the Parties will negotiate in good faith to determine the delivery date(s). If delivery date(s) cannot be agreed upon by the parties, Buyer shall have the option to terminate the Purchase Order pursuant to Section 27 below.
- D. Forecasting. Buyer may, in its discretion, deliver non-binding seventy-two (72) week forecasts to Supplier. Notwithstanding any such forecast delivered by Buyer, all purchases of Products will be governed by this Purchase Order and Supplier agrees that any such forecast is intended solely to assist Supplier in planning Buyer's production schedules and is not a commitment to purchase any minimum volume of Products from Supplier. Supplier will not unreasonably anticipate delivery of Products by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet the delivery date(s) set forth in this Purchase Order. To the extent that the Parties or their Affiliates have agreed to different forecasting requirements in a LTSA, the terms of the LTSA will govern.
- E. Labor Disruptions. Supplier will notify Buyer (i) at least thirty (30) days in advance of the expiration or termination of any labor contract, and (ii) in the event of any potential labor dispute that may impact Supplier's performance under the Purchase Order. Without limiting Buyer's rights or remedies or Supplier's obligations, the Parties will develop a plan to mitigate the impact of any such expiration, termination, or dispute.
5. Not a Requirements Contract. The Purchase Order is not a requirements contract.
6. Prices; Payment and Taxes.
- A. Supplier agrees to deliver the Products to Buyer hereunder at the prices stated on the Purchase Order. All such prices are firm, and no additional charges or price changes or adjustments will be allowed unless specifically agreed to in writing in advance by an authorized officer of Buyer. Supplier is solely responsible for all costs and expenses relating to packing, crating, boxing, transporting, loading and unloading, insurance, and any other costs or expenses related to the production, manufacture, sale, or delivery of the Products; provided, however, that notwithstanding the foregoing, Buyer will select the method of shipment of and carrier for the Products and Buyer will be responsible for any amounts payable to carrier and incurred by Buyer. For the avoidance of doubt, and unless otherwise agreed to in writing by the Parties, all Tooling shall be furnished and maintained by Supplier in good working condition or replaced as necessary to perform the Purchase Order, at Supplier's sole expense and without charge to Buyer unless separately itemized on the Purchase Order.
- B. Most Favored Nation. Supplier represents and warrants that this Purchase Order contains, and will contain, the most favorable terms, conditions and prices offered by Supplier to any Person for the same Products or products similar to the Products that Supplier is providing to Buyer hereunder. Accordingly, should Supplier offer more favorable terms, conditions, or prices to any other Person for the same Products or products similar to the Products during the PO Term, Supplier shall amend this Purchase Order to incorporate the more favorable terms, conditions, or prices, effective as of the date of Supplier's offer of such to the other Person.
- C. All prices are expressed and shall be payable in U.S. dollars unless otherwise provided on the Purchase Order.

- D. Payment. Buyer shall pay Supplier all undisputed amounts for the Products sold to Buyer under any Purchase Order on a 2% 10, Net 90-day basis as determined from the later to occur of: (i) the date of satisfactory delivery to and receipt of and acceptance by Buyer of all Products set forth in the applicable invoice, or (ii) the date of satisfactory receipt by Buyer of a fully and correctly completed invoice. For the avoidance of doubt, payment terms will be deemed so extended, without loss of any applicable discounts.
- E. Taxes; Credits.
- i. Except as provided in this Section 6 or in the Delivery Terms, Buyer shall not be liable for any Taxes in connection with the sale, purchase, importation, transportation, use, or possession of the Products ordered hereunder, other than those expressly set forth on the Purchase Order. In no event will Buyer be responsible for any income taxes, taxes on revenue, or similar taxes (“**Income Taxes**”) which may be imposed upon Supplier and are Supplier’s sole responsibility.
 - ii. To the extent that Buyer is required by applicable Law to withhold tax based upon Supplier’s income or revenue, Buyer may deduct such Tax from amounts payable to Supplier and remit such Tax to the applicable governmental entity or authority, and Buyer will provide Supplier with a receipt showing payment of same.
 - iii. Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of Taxes, belong to Buyer unless otherwise prohibited by applicable Law. Upon reasonable request, Supplier will provide Buyer with relevant requested information and records relating to the Products for Buyer to (1) receive these benefits, credits, and rights; (2) fulfill any customs obligations, origin marking, or labeling requirements, and certification or local content reporting requirements; (3) claim preferential duty treatment under applicable trade preference regimes; and (4) participate in any duty deferral or free trade zone programs of the country of import.
- F. Non-Payment. In the event Buyer withholds payment to Supplier, Supplier will have no right to terminate the Purchase Order. Supplier’s sole right and remedy will be to pursue Buyer for damages subject to the terms of the Purchase Order.
- G. Setoff. Buyer may setoff against amounts payable by Buyer any amounts for which Buyer determines in good faith that Supplier is liable to any Company Entity. Buyer will notify Supplier prior to implementing the setoff and specify the basis for the setoff.
7. Delivery. Supplier shall properly pack, mark, and ship Products as instructed by Buyer and otherwise in accordance with these Terms and Conditions, applicable Law and industry standards.
- A. Advanced Shipment Notifications. Unless the process is automated, Supplier will provide Advanced Shipment Notices (ASN’s) to the applicable Delivery Location, including Aftermarket Parts distribution locations, or in any event as determined by Buyer. These ASN’s will be entered on the day of departure of the shipment from the Supplier. ASN’s will be entered on the OSN Portal.
 - B. When Delivered. Delivery times will be measured commencing at the time the Purchase Order is submitted by Buyer until the time that Products are actually received by or on behalf of Buyer at the Delivery Location. Unless otherwise expressly agreed to by the Parties in writing, Supplier may not make partial shipments of Products to Buyer. Any Product received by Buyer more than three (3) days in advance of the scheduled Delivery Date may, at Buyer’s option, be returned to Supplier at Supplier’s risk and expense or be stored by Buyer at Supplier’s risk and expense.
 - C. Method of Delivery. All Products shall be delivered in accordance with the domestic shipment, international sea freight shipment, or international air freight shipment terms, as applicable, posted on <http://osn.oshkoshcorp.com> (select the Oshkosh Logistics icon under the Supplier Resources tab) as of the PO Effective Date (the “**Delivery Terms**”) or an applicable electronic platform as determined by Buyer. All international shipments shall be made by sea freight, unless Buyer instructs Supplier in writing otherwise. All shipping charges shall be collect, and if Supplier uses any means of delivery other than as specifically set forth in the Delivery Terms or expressly authorized in writing by Buyer, Supplier shall be responsible for any and all additional costs incurred thereby. Without limiting the foregoing sentence, Supplier hereby acknowledges and agrees that, unless there is a Force Majeure Event, there shall not be any departure from the specific routing set forth in the Purchase Order except in the case of emergencies

identified by Buyer, who reserves the right to recover from Supplier all overcharges arising from failure to follow such specified routing.

D. Additional Delivery Terms. Unless otherwise specified by Buyer, the following provisions shall apply to all shipments of Products:

- i. all Products ordered hereby shall be suitably packed, marked, insured, and shipped in accordance with these Terms and Conditions (including Section J of the Supplier Standards Guide) and Buyer's written specifications, and without limiting the foregoing, at a minimum Supplier shall prepare and package all Products for shipment to prevent damage or deterioration thereto during shipment and for a period of twelve (12) months thereafter;
- ii. prior to shipment, Supplier shall affix to Products any label(s) from time to time provided or specified to Supplier by Buyer;
- iii. all Products that will be shipped internationally will be boxed and packed in containers or otherwise in accordance with Buyer's instructions;
- iv. standard commercial packing shall be used unless other packing instructions are specified on the Purchase Order;
- v. all shipments must include a packing slip identifying the applicable Purchase Order number, the part number(s), description of material(s), and quantity(ies) of Products (in the absence of such information on the packing slip, Buyer's inventory count, itemization, and other review of the contents of the shipment shall be conclusive);
- vi. all printed invoices must be rendered in duplicate for each Purchase Order;
- vii. express bills of lading, express receipts or other shipping documents required by Buyer shall be promptly sent to Buyer with the applicable invoices in a manner as determined by Buyer;
- viii. palletization on non-returnable pallets with minimal packaging (consistent with care of the product), preferably made of recyclable/reusable materials should be used whenever a returnable is not a viable option, and all pallets shall have a minimum ground clearance of two-and-one-half (2-1/2) inches; and
- ix. without limiting the foregoing, as soon as practicable, but in no event more than 30 days after the PO Effective Date, Buyer and Supplier shall agree upon a written protocol (the "**Shipping Instructions**") covering in detail all aspects relevant to packing, shipping, and delivering the articles covered by the Purchase Order, including the size and type of shipping containers, the method and configuration of packing articles in the containers, requirements as to number of counterparts and contents of packing slips, bills of lading and invoices, timing and methods of giving notice with regard to shipment dates, procedures for delivery of the articles to Buyer or its carrier, and procedures for moving articles to storage if timely delivery cannot be made. For additional information, Supplier should refer to the Oshkosh Corporation procurement website, <http://osn.oshkoshcorp.com> (select the Oshkosh Logistics icon under the Supplier Resources tab) or the applicable electronic platform as determined by Buyer.
- x. Supplier shall give notice of shipment to Buyer when the Products are delivered to a carrier for transportation in accordance with the Shipping Instructions.
- xi. Additional Requirements for International Shipments.
 - (1) All goods imported in the United States must be permanently, indelibly, and legibly marked with their respective country of origin. The mark must be the country's complete name in the English language (19 CFR Part 134). Buyer has two scenarios relative to this marking requirement.
 - (i) Goods that are to be used by Buyer in Production: The foreign supplier must mark the outermost shipping container with its content's country of origin.

- (ii) Goods that are imported exclusively for use in or as Aftermarket Parts: The foreign supplier must either mark the article itself or the individual saleable package containing the article.

To determine which of the above requirements pertains to the shipments Supplier is shipping to the United States, the following rule can be utilized, unless otherwise instructed by Buyer. Any shipment destined to service or distribution centers as determined by Buyer, should be considered exclusively for use in or as Aftermarket Parts.

- (2) Supplier must supply the Buyer with country-of-origin information on an annual basis for all products the Buyer purchases from Supplier. This request for country-of-origin information will be both for preferential (i.e. United States, Mexico Canada (USMCA), US-Korea (KORUS), US-Australia, etc.) and non-preferential (i.e. not pursuant to a Free Trade Agreement) information. Supplier must respond within a reasonable amount of time to ensure Buyer's international shipments are not negatively impacted.

E. Other Product Marking-Related Obligations.

- i. Supplier shall not affix to any Products any label, Trademark or identification other than those provided, specified or, as applicable, approved by Buyer, and those required by applicable Laws (such as identification of Supplier as the manufacturer), which shall be no more conspicuous than so required by Law and shall be subject to Buyer's prior written approval.
- ii. Supplier shall, upon Buyer's request: (1) reasonably support efforts to private label Products it sells to Buyer (i.e., to mark those Products or their packaging with Trademarks of or specified by Buyer) or to neutral label Products it sells to Buyer (i.e., to not place any Trademarks or other markings, except for any markings that may be legally required (such as country of origin requirements), on the Products it sells to Buyer or their packaging); and (2) remove any or all manufacturer's Trademarks or other markings from the Products it sells to Buyer or their packaging, except for any markings that may be legally required. Aftermarket Parts will be neutrally packaged and affixed with an approved label from Buyer.

8. Title/Risk of Loss/Security Interest.

- A. Title. Title to Products shipped under any Purchase Order passes to Buyer upon the earliest to occur of (i) delivery of the Products to Buyer at the Delivery Location, (ii) payment of the price for such Products by Buyer, (iii) Buyer's acceptance of the Products, and (iv) Supplier's tender of the Products to the carrier. Title will transfer to Buyer in accordance with the foregoing, even if Supplier has not been paid for such Products, provided that Buyer will not be relieved of its obligation to pay for Products in accordance with the terms hereof. Notwithstanding the foregoing, title to Custom Tooling will transfer as set forth in Section 12. Supplier authorizes the Buyer to file financing statements showing Buyer as the bailor and Supplier as the bailee for such Products in accordance with Section 13 of these Terms and Conditions.
- B. Risk of Loss. Notwithstanding any agreement between Buyer and Supplier concerning transfer of title or responsibility for shipping costs, risk of loss to Products passes to Buyer upon receipt and acceptance by Buyer at the Delivery Location, and Supplier will bear all risk of loss or damage with respect to the Products until Buyer's receipt and acceptance of such Products in accordance with the terms hereof. Title transfer, for the avoidance of doubt, will not constitute acceptance of the Products by Buyer.

9. Inspection and Rejection; Consequences of Non-Delivery.

- A. Inspection. All Products purchased or delivered hereunder shall be received subject to Buyer's inspection and acceptance or rejection. Such inspection of the Products by Buyer shall be at the Delivery Location unless otherwise agreed by Buyer in writing, and may be completed at any time within a reasonable period after receipt at the Delivery Location; provided, however, that at Buyer's option, inspection may be made under operating conditions within a reasonable period after incorporation of the Products into any plant, facility, or Equipment. Buyer may reject any or all Products for failing to meet any requirements set forth in the Purchase Order, including for the failure to comply with any Specifications. Buyer reserves the right to hold for Supplier or return to Supplier rejected Products, and all

expenses incurred by Buyer in doing so, including storage, transportation, and handling and processing costs, shall be borne by Supplier. Payment for Products prior to inspection shall not constitute acceptance of such Products. Any inspection, testing, evaluation, acceptance, or payment for Products by Buyer shall in no way affect, waive, or invalidate any of Supplier's representations or warranties, including in respect of the Products, or any of Buyer's other rights or remedies hereunder or at law, in equity, or otherwise. BUYER RESERVES THE RIGHT, AFTER ACCEPTANCE AND PAYMENT, TO HOLD SUPPLIER LIABLE FOR UNSATISFACTORY OR DEFECTIVE PRODUCTS IRRESPECTIVE OF BUYER'S FAILURE TO NOTIFY SUPPLIER OF ANY REJECTION OF NONCONFORMING PRODUCTS OR REVOCATION OF ACCEPTANCE THEREOF, OR OF ANY FAILURE TO SPECIFY WITH ANY PARTICULARITY THE DEFECT OR NONCONFORMANCE. Buyer reserves the right to inspect and reject any replacement Product provided by Supplier due to any rejected Product. Buyer will request a return materials authorization ("RMA") number from Supplier prior to returning any Product from Supplier but, if Supplier does not provide the RMA within five (5) Business Days after Buyer's request, Buyer may return such Product.

- B. If causes attributable to Supplier prevent the shipment and delivery of a particular Product in accordance with the Purchase Order (a "**Delivery Issue**"), then, without limiting the applicable Buyer's other rights or remedies (including to seek damages for all Losses, including direct, indirect, consequential, punitive, incidental, exemplary, and special damages, arising out of or resulting from any Delivery Issue), as Buyer's non-exclusive remedy, Buyer shall have the right to: (i) cancel the Purchase Order (or the outstanding portion, if it has been partially fulfilled), (ii) return non-conforming Product for full credit at the price charged, or alternatively, have non-conforming Product repaired or replaced by Supplier at no additional charge (in either case, Supplier will be responsible for and pay the cost of all return transportation charges and Taxes associated with the return, plus the cost of shipment of any replacement Products on an expedited basis, if needed); (iii) Buyer may purchase the Products from a source other than Supplier, in which case Supplier will reimburse Buyer for the difference in the Product price under the Purchase Order and the cost to source the replacement from the alternate supplier, including expedited shipping fees, additional labor costs, and Product piece price per part variances (provided, this option will not apply if Buyer elects for Supplier to replace or repair the non-conforming Product, and Supplier timely replaces or repairs the non-conforming Product); or (iv) retain the non-conforming Product and repair it at Supplier's sole cost and expense. For the avoidance of doubt, Supplier will be responsible and liable for all Losses associated with remedying any Delivery Issue.

10. Documentation.

- A. Supplier will provide Buyer with all documentation required by the Buyer in order to install, assemble, and otherwise use the Products as contemplated hereunder ("**Documentation**"). Notwithstanding anything in any agreement between any Company Entity and Supplier to the contrary, Buyer may use and disclose the Documentation without restriction.
- B. All Documentation shall be delivered in English. Any expenses, changes, or claims incurred as a result of improper Documentation shall be Supplier's responsibility.
- C. All correspondence and references to the Purchase Order must include the Purchase Order number and name of the Buyer designated to receive delivery of the applicable Products.
- D. Imported Products shall be subject to such additional Documentation requirements as Buyer may deem necessary.

11. Changes.

By Notice to Supplier, Buyer may from time to time require changes in one or more of the following: (A) packing or methods of shipment, (B) Specifications, (C) quantity(ies) of Products to be delivered, and (D) location(s) or date(s) of delivery. Supplier shall immediately notify Buyer in writing if any such change affects delivery or Supplier's costs of performance. Any adjustment in prices or other terms resulting from such changes shall be binding only if and when agreed upon in writing by Buyer and Supplier.

12. Custom Tooling.

- A. Title to Tooling. Buyer becomes sole owner of all Custom Tooling as soon as such Custom Tooling is made or obtained by Supplier. Buyer takes title to the Custom Tooling, and Supplier shall and does hereby assign all title in the Custom

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Tooling to Buyer, even if Buyer has not yet paid Supplier for such Custom Tooling. Buyer's ownership of the Custom Tooling does not relieve Buyer of its obligation to pay for the Custom Tooling.

- B. Price for Tooling. Unless the Purchase Order specifies a fixed price for the Custom Tooling, the price of the Tooling will not exceed the lowest of the following: (1) the maximum amount specified in the Purchase Order for the Custom Tooling; (2) the Supplier's actual cost of fabricating the Custom Tooling in accordance with the Purchase Order; and (3) the Supplier's actual out-of-pocket cost of acquiring the Tooling from a Subcontractor toolmaker without markup.
- C. Tooling Subcontractors. Supplier shall hold Buyer's payments for the Custom Tooling in express trust for the benefit of any toolmaker Subcontractor used by the Supplier to produce the Custom Tooling, and Supplier will be trustee of such trust. Any toolmaker Subcontractor is an intended third-party beneficiary of the terms of this Section 12 and will have the right to enforce these terms directly against the Supplier. The Buyer has no obligation to the Supplier or any toolmaker under this Section 12 other than payment to the Supplier under the Purchase Order. If a toolmaker brings a Claim against the Supplier for payment related to the Custom Tooling, the Buyer will not join the Supplier in the action, and the Supplier will indemnify the Buyer for any and all Losses arising out of or resulting from such Claim in accordance with Section 20.
- D. Documentation. Supplier will provide the Buyer with any technical information for the Custom Tooling as necessary or desirable to use such Custom Tooling. Such technical information will be the trade secret and Confidential Information of Buyer, as between the Parties.

13. Bailed Property.

- A. Scope of Bailed Property. All tangible Buyer Pre-Existing Materials provided or made available by or on behalf of Buyer, and any and all Custom Tooling, together with any Products to which Buyer has taken title pursuant to Section 8 and for which risk of loss has not yet shifted to Buyer, ("**Bailed Property**") will be held by or on behalf of Supplier as a bailment from the Buyer, on a no-cost, no-fee basis for Supplier's use in accordance with the Purchase Order. Supplier agrees that it is a bailee-at-will of such Bailed Property. Supplier represents and warrants that the Bailed Property are and will remain owned solely and exclusively by the Buyer.
- B. No Encumbrances. Except as expressly authorized by Buyer herein or otherwise by Buyer in writing, Supplier will not sell, lease, mortgage, pledge, encumber, claim a right of setoff or dispose of any Bailed Property in any manner and will not permit any lien to be imposed on or against such Bailed Property.
- C. Maintenance of Bailed Property. Supplier will prominently designate the Bailed Property as the property of the Buyer and with the applicable part number and comply with the Buyer's reasonable instructions regarding same (if any). Until such time as Buyer requests the transfer or dispossession of the Bailed Property, Supplier will (1) be responsible for, and shall ensure, the proper storage of the Bailed Property; (2) specify the physical location at which the Bailed Property is stored, and notify Buyer if Bailed Property is moved to a new physical location; (3) ensure that the Bailed Property is maintained in a separate location from that used to store any other property, and clearly identified as property of Buyer; (4) without limiting Buyer's other audit or access rights, grant Buyer access to each location where the Bailed Property is stored upon Buyer's request, for the purposes of inspection of Bailed Property, removing Bailed Property, and for any other purpose, and Supplier will take all actions reasonably requested in connection with any such access grant to assist in such endeavor; (5) maintain any and all Bailed Property in good working condition and in the condition necessary to produce the applicable Products in accordance with the Purchase Order and if necessary replace such Bailed Property, (6) without limiting the foregoing, be responsible for any wear and tear for Bailed Property, (7) insure the Bailed Property against loss or damage, even if such loss or damage occurs in spite of Supplier's use of due care, in an amount equal to the replacement cost thereof, with loss payable to Buyer. Supplier hereby consents to Buyer filing a UCC-1 financing statement covering the Bailed Property indicating that Buyer has title to the Bailed Property and that Supplier's possession, custody, and control of such Products is solely as bailee. Upon Buyer's request, the Supplier will assign to the Buyer any present or future Claim the Supplier may have against any third party concerning the Bailed Property. Supplier will supply Buyer with detailed statements regarding Bailed Property in Supplier's possession, custody, or control at monthly intervals or as otherwise requested by Buyer.
- D. Use of Bailed Property. Supplier shall use the Bailed Property solely in the production of the Products solely for the benefit of the Buyer, solely in accordance with the Purchase Order. The Supplier will not use the Bailed Property for any other purpose, except as otherwise required by applicable Law.

- E. Subcontracting. To the extent that any Supplier Subcontractor will possess, control, fabricate, or modify any Bailed Property, in addition to complying with any other obligations regarding Subcontractor approval, Supplier will (1) notify buyer of the location of the Bailed Property and obtain Buyer's pre-approval of same, (2) notify the applicable Subcontractor that it is a bailee-at-will, through Supplier, of such Bailed Property and that such Bailed Property is bailed and owned by Buyer, and (3) be solely responsible for any and all payments owed to such Subcontractor.
- F. Return of Bailed Property. When and as requested by Buyer, Supplier will return the Bailed Property to the Buyer at the location specified by the Buyer. The Supplier is responsible for labor and other costs of returning the Bailed Property, including the costs of dismounting or otherwise disassembling and shipping any Bailed Property. The Supplier will reasonably cooperate with the Buyer in the removal and return of the Bailed Property.

14. Aftermarket Parts.

- A. Duty to Supply. For so long as any particular type, model, or item of Product sold by Supplier to Buyer is being used by Buyer for Equipment in Production, Supplier agrees to sell Aftermarket Parts for such Production Products to Buyer and for twenty (20) years after the Buyer ceases Production of such Equipment or, if longer, the period required by applicable Law. Supplier acknowledges and agrees that this obligation applies not only to Products, but also to all parts that are incorporated into Products that are multi-part components or subcomponents.
- B. Pricing. Supplier agrees to provide Aftermarket Parts at the same price level, and at terms no less favorable than the Production Products with no minimum order quantity; with respect to any Aftermarket Parts that would comprise components of the Production Products, the price of all such components will not, in the aggregate, exceed the price of such Production Product in full, and in any case will not exceed the actual cost for such component. After Products are no longer manufactured as Production Products, Supplier agrees that pricing for Aftermarket Parts will not increase in the first three years following such date, and will increase no more than by more than ten percent (10%) every three (3) years thereafter until Buyer has ended serial production of the Equipment. However, the pricing will be reviewed annually for material driven adjustments. Supplier will provide full cost transparency as requested by Buyer to support all requests for price changes by Buyer. Such price transparency information should be submitted to Buyer in April of each year for evaluation. The Buyer requires one hundred and twenty (120) days to review such information and consider any adjustment to the pricing; provided that Buyer is not under any obligation to agree to such adjustment. Supplier agrees to negotiate any adjustment in good faith with Buyer.
- C. Supplier will not terminate production for any Products during the PO Term and for so long thereafter as Supplier is obligated to provide Aftermarket Parts for any products. Without limiting the foregoing, during the PO Term and for so long as Supplier is obligated to provide Aftermarket Parts for any Products, Supplier will continuously and proactively monitor for Shortage Events. Supplier agrees to provide Company with Notice of any potential Shortage Event affecting any Products as soon as Supplier becomes aware of any such event (and in any case, within twenty-four (24) hours of identification of any such event) with such Notice to include (i) a root cause analysis, (ii) the estimated date the applicable part, component, or material will no longer be available or will be available in limited quantities, (iii) identification of all affected part numbers, and the name of any applicable affected sub-tier supplier, (iv) a corrective action plan including proposed alternatives, and a plan to minimize the overall impact to the Buyer and keep the Buyer's Production lines and businesses up and running, and (v) in the case of Obsolete Components, an opportunity for sixty (60) days after Notice is provided (as set forth below) to make a last-time buy at then-current pricing for such Obsolete Component. With respect to any Obsolescence Issue, without limiting the foregoing or Supplier's other obligations hereunder, Supplier will provide Notice to Buyer at least twelve (12) months prior to the anticipated obsolescence date and such corrective action plan will enable Supplier to provide, within twelve (12) weeks of the date on which Supplier learns of the Obsolescence Issue, a backwards and forwards compatible replacement Product that conforms with the Specifications and this Purchase Order. Supplier will provide Buyer with daily updates in regards to any actual or potential Shortage Event once identified for the pendency of such actual or potential event. Without limiting Supplier's obligations hereunder:
 - (1) Supplier will work in good faith to implement the corrective action plan in a manner that achieves the Buyer's supply needs while minimizing overall costs.
 - (2) Supplier shall and does hereby grant to the Company Entities an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, non-exclusive, sublicensable (through multiple levels), transferrable, license to Exploit such Product, and all Intellectual Property Rights therein, in order to Exploit the

Equipment, in the event of a Shortage Event for which no satisfactory alternative or replacement Products are available in Buyer's discretion. Without limiting Supplier's obligations herein, if any Product or component thereof is being discontinued without replacement in violation of this Purchase Order, Supplier will furnish to each Buyer at no charge all drawings, blueprints, and specifications necessary and sufficient for the fabrication of such Product, part, or component.

- ii. For the avoidance of doubt, Supplier will be responsible and liable for all Losses associated with remedying any Shortage Event, including Company's Aftermarket delivery obligations in other agreements, costs associated with expedited shipping/air freight, and damages arising from the same.

15. Quality and Quality Assurance; Field Service Action.

- A. In General. All Products shall conform to quality standards established or approved by Buyer in writing as of the PO Effective Date, including those reflected in the Supplier Standards Guide, and all such quality standards will be deemed "Specifications" hereunder.
- B. Provision of Information. Upon the request of the Buyer, the Supplier will provide the Buyer (and any Affiliate) with access to and copies of any data, materials, or information relating to the Products, any component or part of the Products, or any materials or substances used in the Products or in connection with their production, including any test, manufacturing, field performance, or warranty data, and any information provided to any government authority.
- C. Supplier Obligations; Sample Testing. Supplier shall maintain adequate and consistent quality and inventory control programs so as to assure that the Products meet all Specifications. In the event Buyer requires Supplier to purchase specific parts or components for the Products from certain vendors, Supplier shall be responsible for logistics, quality assurance, and ensuring that such parts meet Specifications. Supplier shall furnish to Buyer results of any quality and inventory control samplings upon request. Without limiting the foregoing, if requested by Buyer: (1) Supplier shall conduct or cause to be conducted testing of samples of Products manufactured by or on behalf of Supplier to assure conformity of Products with the Specifications, and (2) Supplier shall provide Buyer from time to time upon reasonable request by Buyer with a sufficient quantity of samples of Products with respect to each Product or part number to enable Buyer to inspect and test such samples.
- D. Inspection of Supplier Facilities.
 - i. Except as provided herein, Supplier shall maintain facility registration by an accredited registrar in compliance with ISO 9000 for all Supplier's facilities used to manufacture Products for Buyer hereunder. Supplier represents and warrants to Buyer that all manufacturing and design operations, including any key Subcontractors selected by Supplier that contribute to the design, development, production, delivery, and service of Product under the Purchase Order, are ISO 9000 registered by an accredited registration body. In the event Buyer requests Supplier to adopt or comply with other types of quality, industry, health, and safety, and similar requirements or certifications in order for Buyer to purchase Product, integrate products into Equipment, distribute Products, sell Equipment, or otherwise operate its business, the Parties shall negotiate in good faith the timing and costs associated with achieving such requirements or certifications.
 - ii. Subject to complying with Supplier's plant rules and confidentiality requirements, security clearance regulations and other applicable procedures, Supplier shall allow on-site quality management system type audits (e.g. ISO 9000, ISO 14001, and ANSI/ESD 20.20) as well as on-site process evaluations (including storage and shipping facilities and procedures for the same) by Buyer or Buyer's designated representative. All such on-site visits shall be at Supplier's locations and, with their consent, at the locations of Supplier's Subcontractors who supply materials or components used in the manufacture of Product. The timing of such on-site visits shall be during normal business hours and upon not less than seven (7) calendar days' Notice to Supplier, except in an emergency situation, including those situations in which Buyer has identified a quality problem or other Nonconformity that would prohibit Buyer or Supplier from manufacturing or shipping Products or Equipment in accordance with its regular schedule. Supplier agrees to implement and report the status of a corrective action plan for all unacceptable issues on a schedule mutually agreeable to the Parties and in a manner which is consistent with corrective action processes that are acceptable to Buyer, acting reasonably, and in compliance with procedures sufficient to maintain Supplier's applicable registration. Supplier shall agree to have an improvement program in place, which will allow it to attain and maintain

acceptable ratings or equivalent on all quality management system elements as agreed to by Buyer and Supplier.

- iii. The procedure for Supplier responding to Buyer for any non-conformity detected by Buyer during an audit shall be as set forth in this Section 15(D)(iii). When a corrective action request is initiated by Buyer, a complaint notification shall be sent by Buyer by electronic mail transmission directly to Supplier's program manager (or other designated person), which will (1) outline the Nonconformity and (2) request a response with a root cause analysis and corrective action plan. Buyer, in consultation with Supplier, must give final approval on the corrective action to be taken by Supplier under the corrective action plan, and such approval shall not be unreasonably withheld. Supplier's response to non-conformities detected or alerted by Buyer is expected to occur within the timeframe described in the applicable corrective action plan.

E. Field Service Action.

- i. Notification. The Buyer or the Supplier, as appropriate, will inform the other about any Nonconformity of the Products as soon as reasonably practicable after it has been discovered. Buyer or Supplier will confirm the Nonconformity in writing if requested by the other, and upon request share any submission to a government agency, entity or other authority related to the Nonconformity. The Buyer and the Supplier will cooperate fully with each other to identify the cause of the Nonconformity and to develop a plan for the prompt remediation of it. Consistent with Section 20, Supplier shall fully indemnify, defend and hold harmless Buyer for any Losses incurred that arise out of or relate to (1) any plan to address (or implementation of any plan to address) any Nonconformity or (2) any Field Service Action, in each case whether arising out of or resulting from any first party Claim or Third Party Claim.
- ii. Types of Field Services Actions. A "**Field Service Action**" means a recall or other service action performed by the Buyer, its dealers or other authorized repair facilities. The Buyer may initiate a Field Service Action required by a government agency or other authority (either mandated or voluntarily agreed upon by the Buyer) or on its own for customer satisfaction or other reasons independent of any government action.
- iii. Field Service Actions. If the Buyer determines a Field Service Action is necessary to remedy a Nonconformity, it will notify the Supplier. The Buyer will provide its rationale for conducting a Field Service Action and review information presented by the Supplier. The Buyer reserves the right to determine all aspects of a Field Service Action, including whether and when to conduct one and its implementation.
- iv. Supplier Liability for Losses. The Supplier is liable for all Losses that arise out of or relate to a Field Service Action to remedy a Nonconformity in the Products. These include, but are not limited to, any extended warranty, customer incentive to increase the Field Service Action completion rate, or other actions reasonably necessary to remedy the Nonconformity.

16. Intellectual Property and Data.

- A. Rights Cumulative. For the avoidance of doubt, the Company Entities' rights (including any licenses granted to any Company Entity) in this Section 16 are cumulative and do not limit one another or any rights any Company Entity may have obtained from Supplier or Supplier's licensors pursuant to any other license or agreement.
- B. Buyer Materials. As between the Parties, the Buyer is, and shall remain, the sole and exclusive owner of all Buyer IP. Supplier will, except as otherwise instructed by Buyer, treat the Buyer Materials as trade secrets of the Company Entities. Supplier will not, and will have no right or license to, use any Buyer Materials except to the extent necessary to provide the Products to the Buyer pursuant to and in accordance with this Purchase Order or another purchase order entered into between the Parties or their Affiliates.
- C. Supplier Materials.
 - i. Ownership. As between the Parties, Supplier and its licensors are, and shall remain, the sole and exclusive owner of Supplier IP.

- ii. Use. Supplier will not utilize any Supplier Materials or Supplier IP or Third Party Materials or IP to develop or manufacture Custom Products (including as a part of the manufacturing process), or otherwise incorporate any Supplier Materials or Supplier IP or Third Party Materials or IP into Custom Products, without the Buyer's express prior written consent. Unless otherwise pre-approved by Buyer in writing, Supplier shall not use any Third Party Materials or IP in connection with the Products without obtaining all necessary and sufficient rights and licenses as needed for purposes of this Purchase Order, including this Section 16.
 - iii. License. The Supplier hereby grants the Company Entities an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, non-exclusive, sublicensable (through multiple levels), transferrable, license to Exploit the Supplier Materials and Supplier IP, and any Third Party Materials or IP, in order to: (1) Exploit the Custom Products, (2) enable the Company Entities to Commercialize the Equipment, (3) to rebuild and have rebuilt the Products, or (4) as necessary to manufacture or have manufactured any products that are the same as or similar to the Products upon expiration or termination of this Purchase Order. Supplier agrees that this Purchase Order supersedes any license terms that Supplier distributes or includes with the Products or causes the Buyer to click through or otherwise agree to.
 - iv. Know-How. Upon Company's request and at Supplier's sole cost and expense, Supplier will transfer all Know-How necessary and sufficient to enable the Company Entities to fully exercise the Company Entities' license rights herein with respect to the Supplier Materials, Supplier IP, and Third Party Materials or IP. Such Know-How will be in a format acceptable to and approved by the Buyer in the Buyer's discretion.
- D. Custom Products.
- i. Ownership. Supplier acknowledges that, all Custom Product IP is, as between the Parties, the sole and exclusive property of the Company Entities.
 - ii. Work Made For Hire. To the maximum extent permitted by applicable Law, except with respect to Supplier Pre-Existing Materials and Third Party Materials or IP that are in each of the foregoing cases approved in accordance with Section 16(C), any work of authorship created by or on behalf of Supplier in connection with any Custom Product, or embodied in any Custom Product, will be considered a "work made for hire" under the U.S. Copyright Act, and all copyrights for such works of authorship will belong to the Buyer, by operation of law.
 - iii. Assignment. To the extent that any Custom Product IP does not vest in the Buyer as a work made for hire in accordance with Section 16(D)(ii), Supplier shall and does hereby perpetually and irrevocably assign to Buyer, all Custom Product IP, whether now in existence or hereafter created, including any associated rights of renewal and all reversionary interests thereof, without further consideration.
 - iv. Restriction on Use. Supplier will not use or Exploit any Custom Product except that Supplier may perform its obligations hereunder to the Buyer.
 - v. Trade Secret Status. As between the Parties, any and all Custom Products are the trade secrets of the Buyer.
- E. No Use of Company Trademarks. Supplier will not use any Company Trademarks except as expressly authorized in writing by a Company Entity.
- F. Data. The Company Entities own and will own all Buyer Data. Supplier shall and does hereby perpetually and irrevocably assign all right, title, and interest in and to the Buyer Data, including any and all Buyer Data IP, to the Buyer, whether now in existence or hereafter created, including any associated rights of renewal and all reversionary interests thereof, without further consideration. The Company Entities may use, disclose, process and otherwise Exploit the Buyer Data for any purpose. Supplier will deliver the Buyer Data when and as requested by Buyer, in a form and format reasonably acceptable to Buyer. As between the Parties, all Buyer Data will be treated as Confidential Information of Buyer. Supplier will not use or disclose any Buyer Data except to its authorized Subcontractors for purposes of manufacturing and delivering product to Buyer, or as required by applicable Law or court order.
- G. Reservation of Rights. Except as expressly set forth in this Agreement, nothing in this Purchase Order grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights, whether by implication,

estoppel, or otherwise. Except as expressly agreed by the Parties in writing, all Intellectual Property Rights will remain with the owner of such Intellectual Property Rights.

- H. Certain Restrictions. Supplier agrees and warrants that it shall not: (i) sell any Product by reference to its Buyer part number or “Oshkosh part number” to any Person other than a Company Entity; or (ii) create or utilize a cross-reference tool or system for any Products referencing a Buyer part number or Oshkosh part number except solely for the benefit of the Company Entities.
- I. Further Assurances. Supplier agrees to execute such documents of assignment or take such other action as Buyer may reasonably request to evidence, perfect or effect the transfer, recordation or protection of the Company Entities’ interest in Intellectual Property Rights and Buyer Data as set forth herein.

17. Certain Software Terms.

- A. Maintenance and Support. Supplier will ensure that any software comprising any Product, or included in any Product, will include all support, updates, and enhancements as may be agreed by the Parties or their Affiliates pursuant to the terms of a separate contract for services. In the event that there is no such separate contract, Supplier will provide Buyer with all support, updates, and enhancements which Supplier makes available to any of Supplier’s customers.
- B. Duty to Deliver Source Code for Custom Products. Supplier will deliver the Source Code for any Custom Products to the Company and to each applicable Buyer, and any updates thereto, promptly upon development.
- C. Escrow. Without limiting the Company Entities’ other rights or Supplier’s other obligations herein or in any other agreement between the Parties or their Affiliates, at Buyer’s request, Supplier shall deposit in escrow with an escrow agent selected by Buyer the Source Code and other Escrow Materials for any software comprising, or used to provide, the Products. Supplier shall comply with the terms and conditions set forth in Schedule 2, and agrees that each escrow agreement with Company must be consistent with Schedule 2, unless otherwise agreed by Buyer. Supplier’s obligations under this Section 17(C) and Schedule 2 will survive any expiration or termination of the Purchase Order, during any PO Transition Period.

18. Compliance with Laws, Standards and Regulations.

- A. General Compliance. Supplier hereby represents, warrants, certifies and agrees that all work performed and all Products delivered to Buyer pursuant to the Purchase Order shall be performed, provided, manufactured, produced, packaged, labeled, shipped, delivered, invoiced, sold and – if required – registered in accordance and compliance with all applicable Laws, including the following (unless and to the extent Supplier has demonstrated to Buyer’s reasonable satisfaction that Supplier is exempt from any of the following):
 - i. Sections 6, 7, and 12 of the federal Fair Labor Standards Act, as amended, and regulations and orders of the U.S. Department of Labor issued under Section 14 of said Act;
 - ii. the Federal Motor Vehicle Safety Laws, as amended;
 - iii. the Federal Clean Air Act, Subchapter II, Emissions Standards for Moving Sources, 42 U.S.C. §§ 7521-7590, as amended;
 - iv. Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, Executive Order 13496 and its notice posting requirements, and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (unless the amount owing from Buyer to Supplier under the Purchase Order is less than \$25,000); and
 - v. Toxic Substances Control Act of 1976.
- B. Hazardous Materials. With respect to each shipment or other delivery of Products hereafter made by Supplier to Buyer, Supplier hereby represents, warrants, certifies and agrees that all such Products are, as of the date of such shipment or delivery, not a misbranded or banned hazardous substance within the meaning of the Federal Hazardous Substance Act, as amended. In addition to the foregoing, Supplier agrees that it shall have also implemented and

maintained an acceptable pollution prevention and waste minimization plan that, in the discretion of Buyer, satisfies all of the standards of the industry in which Supplier operates. This plan shall also address shipping and packaging materials for Products purchased by Buyer, and shall include environmental sustainability provisions satisfactory to Buyer.

- C. **REACH Regulation.** Supplier hereby confirms that any Product supplied to Buyer and used in Buyer's products complies with the obligations provided for in Regulations (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (the "**EU REACH Regulation**"). Confirmation of compliance includes proof of compliance with national, federal, state, provincial, municipal and local Laws globally related to or comparable to obligations provided in the EU REACH Regulation. To demonstrate compliance with the obligations for which this Section provides, Supplier must, in respect of Product supplied to Buyer, and at all times:
- i. show proof of compliance with obligations provided in the EU REACH Regulation, as from time to time amended, including Registration, Authorization and other applicable supplier requirements (such Registration must cover Buyer's use for the Products purchased);
 - ii. provide appropriately completed Chemical Safety Reports and Safety Data Sheets for all Substances and Mixtures for which Chemical Safety Reports and Safety Data Sheets are legally required (for all Substances or Mixtures that meet the criteria of Art. 31 para. 1, 3 of the EU REACH Regulation, the Safety Data Sheets must be made available in a format that is in accordance with Annex II of the EU REACH Regulation);
 - iii. provide the information concerning all Substances and Mixtures for which no Safety Data Sheet is required that is referred to in Art. 32 of the EU REACH Regulation, including:
 - (1) necessary registration numbers, if available;
 - (2) whether the substance is subject to authorization and, if so, details of any authorization granted or denied in this supply chain under the Authorization provisions in Title VII of the EU REACH Regulation;
 - (3) details for any restriction imposed under Title VIII of the EU REACH Regulation regarding manufacturing, placing on the market and use of certain dangerous substances, mixtures and articles;
 - (4) any other available and relevant information about the substance that is necessary to enable appropriate risk management measures to be identified and applied including specific conditions resulting from the application of Section 3 of Annex XI of the EU REACH Regulation concerning general rules for adaptation of the standard testing regime.
 - iv. provide the information referred to in Art. 33 of the EU REACH Regulation on the duty to communicate on all substances in each Article; and
 - v. inform Buyer immediately if:
 - (1) there are changes to the Registration or Authorizations of Substances for Substances, Mixtures, or Articles purchased by Buyer,
 - (2) any of the Substances, Mixtures, or Articles purchased by Buyer meet the criteria referred to in Art. 57 of the EU REACH Regulation for inclusion on the list of substances subject to Authorization found in Annex XIV of the EU REACH Regulation or are on the candidate list for eventual inclusion in the list provided in Annex XIV or the EU REACH Regulation,
 - (i) Supplier intends not to pre-register a phase-in substance,
 - (3) Supplier has failed to pre-register a phase-in substance in time,
 - (4) a Registration has been rejected by the European Chemicals Agency, or

- (5) an Authorization has been rejected by the European Chemicals Agency; and
- vi. absorb and pay directly any and all costs of Registration, testing, and maintenance of Registration in connection with REACH Regulation.

If Supplier fails to comply with the applicable obligations imposed by the EU REACH Regulations or the related or comparable national implementing laws of individual EU Member State or fails to follow Buyer's requirements in this regard, Supplier shall indemnify and hold Buyer harmless from and against any and all Losses (as defined below) arising from, or relating to, such non-compliance.

Capitalized terms used in this Section dealing with the EU REACH Regulation shall have the meaning given thereto in the EU REACH Regulation. These terms relate in particular to:

- i. The Registration of substances as provided in Title II, Articles 5-24 of the EU REACH Regulation;
- ii. The Evaluation of substances as provided in Title VI, Articles 40-54 of the EU REACH Regulation;
- iii. The Authorization of Substances as provided in Title VII, Article 55-66 of the EU REACH Regulation;
- iv. The Restrictions on the manufacturing, placing on the market and use of certain dangerous substances, mixtures and articles as provided in Title VIII, Articles 67-73 of the EU REACH Regulation;
- v. Chemical Safety Reports as provided in Annex I of the EU REACH Regulation "General provision for assessing substances and preparing Chemical Safety Reports";
- vi. Safety Data Sheets as provided in Annex II of the EU REACH Regulation "Requirements for the compilation of Safety Data Sheets";
- vii. "Substance" shall have the meaning provided in Article 3.1 of the EU REACH Regulation "(...) "a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition";
- viii. "Mixtures" shall have the meaning provided in Article 3.2 of the EU REACH Regulation "(...) a mixture or solution composed of two or more substances";
- ix. "Article" shall have the meaning provided in Article 3.3 of the EU REACH Regulation as "(..) an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition";
- x. European Chemical Agency (ECHA) shall mean the EU regulatory authority in Helsinki, Finland, established to assist companies with compliance with the EU REACH Regulation. It advances and promotes the safe use of chemicals, provides information on chemical and addresses chemicals of concern;
- xi. EU Member States shall mean the 28 Member States of the European Union are Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK.

- D. Toxic Substances Control Act of 1976 (TSCA). Supplier hereby confirms that any Product supplied to Buyer and used in Buyer's products complies with the obligations provided for in 15 U.S.C 15 Section 2601 et seq. Confirmation of compliance includes proof of compliance comparable to obligations provided in the TSCA Regulation. To demonstrate compliance with the obligations for which this Section provides, Supplier must, in respect of Product supplied to Buyer, and at all times:
- i. show proof of compliance with obligations provided in the TSCA Regulation, as from time to time amended,
 - ii. inform Buyer immediately if there are changes to the makeup of substances, mixtures, or articles purchased by Buyer,
 - iii. absorb and pay directly any and all costs related to the testing and maintenance of the TSCA Regulation.
- E. WEEE; RoHS. Supplier also hereby confirms that it understands and fully agrees to fully comply with its obligations under EU Directive 2012/19/EU on waste electrical and electronic equipment (WEEE) and EU Directive 2011/65/EU on the restriction on the use of certain hazardous substances in electrical and electronic equipment (RoHS recast), and under other related or comparable national, federal, state, provincial, municipal and local Laws globally. Supplier warrants that all substances included in the Products to be supplied to Buyer under the Purchase Order, and all activities associated with the design, manufacture, testing and storage of said Products, will comply with all applicable WEEE and RoHS Directives and all related or comparable applicable Laws anywhere in the world, as applicable. If Supplier fails to comply with the applicable obligations imposed by the WEEE and ROHS Directives and related or comparable applicable Laws, or to follow Buyer's requirements in this regard, Supplier shall indemnify and hold Buyer harmless from and against any and all Losses (as defined below) arising from, or relating to, such non-compliance in accordance with Section 20.
- F. Obligations to Comply with Environmental and Hazardous Materials Regulations and Prohibitions on Use of Certain Hazardous Materials.
- i. Environmental Regulations. Supplier shall manage the efforts described by these Terms and Conditions and the Purchase Order to ensure that all aspects of the contract execution (to include the following Supplier activities: design, manufacturing, testing, and storage activities) are in compliance with all applicable national, federal, state, provincial, municipal and local environmental Laws. Supplier shall notify Buyer within seventy-two (72) hours if any governmental authority gives any direction that could result in permit or other violations.
 - ii. Hazardous Materials. Supplier agrees that any order involving delivery of any hazardous material (including any material defined as a hazardous material under 49 CFR 171.8, any hazardous chemical as defined in 29 CFR 1910.1200(c), and any hazardous material or toxic substance as defined in any other applicable Law) shall be packaged and shipped in accordance with the Federal Hazardous Materials Transportation Law, 49 U.S.C. § 5101, et seq., Hazardous Materials Regulations, Title 49 CFR Parts 100-185, Occupational Safety and Health Administration Regulations, Title 29 CFR Part 1910, and Material Safety Data, Transportation Data, And Disposal Data, For Hazardous Materials Furnished To Government Activities (FED-STD-313). The warning label required on hazardous material by 29 CFR 1910.1200 shall not be obscured by other stamps or labels. Supplier shall provide a Material Safety Data Sheet ("MSDS") to Buyer for each hazardous material as a condition of the Purchase Order. Supplier must submit the most current MSDS available (1) prior to the initial shipment, (2) with the first shipment of each year thereafter, and (3) upon any changes affecting the characteristics or composition of the hazardous material previously reported. An MSDS from the manufacturer may be used to satisfy one or more of the requirements of this Section; provided, however, in no event shall any MSDS bear an issue date earlier than twenty-four (24) months before the date of submission.
 - iii. Prohibition on Use of Certain Hazardous Materials. Supplier shall not use asbestos, cadmium (used in electroplating processes), lead, mercury, hexavalent chromium (used in electroplating and coating processes), trichloroethylene (TCE), polychlorinated biphenyls, radioactive materials, or other highly toxic or carcinogenic materials without receiving prior written approval from Buyer. The use of pretreatment or painting/coating products containing any lead or hexavalent chromium is strictly prohibited.

G. Conflict Minerals.

Buyer advises Supplier that Buyer is required to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the implementing regulations issued by the United States Securities and Exchange Commission (together the “Act”). Supplier must comply with the provisions of this Section to ensure that Products do not include conflict minerals sourced from mines or smelters in the Democratic Republic of the Congo (“DRC”) or an adjoining country that are providing financial support to groups who are operating in violation of human rights. In addition, Supplier acknowledges that Buyer will rely on the accuracy and completeness of information that Supplier furnishes to Buyer as the basis for Buyer’s decisions regarding its compliance with the Act and its disclosures under the Act.

The terms “adjoining country”, “conflict mineral”, and “conflict minerals from recycled or scrap sources”, and variations of those terms, are used herein as those terms are defined for purposes of the Act. As of December 17, 2012, the term “conflict mineral” includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, limited to tantalum, tin, and tungsten. That definition is used here unless the U.S. Secretary of State determines and publishes a list of additional derivatives financing conflict in the DRC or an adjoining country and states that the Act applies to those minerals as well.

Supplier represents, warrants, covenants and certifies that it has adopted or is in the process of adopting supply chain policies and processes that will require (i) a reasonable inquiry into the country of origin of conflict minerals incorporated into Products it sells to Buyer to determine whether any conflict minerals are from the DRC or adjoining countries or are from recycled or scrap sources, (ii) due diligence of Supplier’s supply chain, to determine where conflict minerals were sourced, including whether the source of any conflict minerals was certified as conflict-free by the EICC or a similarly-recognized certification agency, and (iii) immediate disclosure of the findings of the country of origin inquiry and due diligence to Buyer as it becomes available.

Supplier further agrees to take all other measures reasonably requested by Buyer to enable Buyer to comply with the Act, including its implementing regulations, as they may be amended over time. Specifically, Supplier agrees (1) to respond to each request from Buyer by certifying in writing to Buyer whether Supplier is complying with this Section, (2) to provide Buyer with such information regarding the source and chain of custody of all conflict minerals that may be contained in Products furnished hereunder as Buyer may request from time to time and to certify in writing as to the accuracy and completeness of such information, (3) to cooperate promptly as requested by Buyer with Buyer’s efforts to comply with the Act, including permitting Buyer, at any time, to review Supplier’s processes, procedures and all other documentation regarding Supplier’s obligations to comply with this Section, and (4) without limiting Supplier’s obligations to comply fully with this paragraph for Products furnished under the Purchase Order, to use commercially reasonable efforts to cause its Subcontractors (including sub-suppliers of every tier) to provide Buyer and Supplier with the information and cooperation that Supplier is required to provide under clauses (1), (2) and (3).

Supplier also agrees to take all measures requested by Buyer to enable compliance with the Regulation EU 2017/821 of the European Parliament and of the Council of May 2017 (the “**EU Conflict Minerals Regulation**”).

H. Restrictions on Iron and Steel Products from Russia.

With respect to each shipment or other delivery of Products hereafter made by Supplier to Buyer, Supplier hereby represents, warrants, certifies and agrees that all such Products do not, as of the date of such shipment or delivery, contain Russian-origin iron or steel, pursuant to Article 3g (1) of Regulation (EU) No 833/2014 as well as United Kingdom’s Russia (Sanctions) (EU Exit) (Amendment) Regulations 2023 (collectively, the “**Regulations**”). Additionally, Buyer may, from time to time, make requests of Supplier to confirm compliance under the aforementioned Regulations, to include, but by no means of limiting the foregoing, a signed instrument or other evidence substantiating such certification.

I. Compliance with Human Rights and Labor Standards.

Company takes human rights seriously in that it believes all citizens of the world should be treated with dignity and respect, and have the ability to live their lives free from coercion or control of others. The expectation is also required of the Company Entities’ suppliers and their respective supply-chain. If any Company Entity decides to issue an

inquiry to the Supplier in regards to their human rights program and their respective supply-chain, the Supplier is obligated to respond as completely and accurately as possible.

Supplier warrants that it does not, and agrees that it will not, conduct business with any vendors, subcontractors or any other third parties, including labor agents, that (i) employ children, (ii) use forced labor, prison labor, indentured labor or bonded labor, (iii) use corporal punishment or other forms of mental and physical coercion as a form of discipline, or (iv) use recruitment fees. Supplier agrees to define "child" as less than sixteen (16) years of age. However, if local minimum age Law sets the definition of "child" below sixteen (16) years of age and is in accordance with the standards set forth in International Labour Organisation Convention No. 138, then the lower age shall apply.

Supplier warrants that in the event that it employs persons aged eighteen (18) years old or younger, such employment shall comply with local Law and international standards and shall not be inconsistent with Article 32 of the rights in the Convention on the Rights of the Child, which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Supplier warrants that it is not engaged in the acquisition, manufacture, sale, or possession of weapons in violation of international humanitarian Law, including chemical, biological, or toxin weapons.

Supplier warrants that its directors, officers, and employees and any other Persons controlled by Supplier to perform any services are not engaged in sexual exploitation, trafficking of persons, or other abuses of international human rights Law. Should instances of any such abuse come to Supplier's attention, Supplier undertakes to investigate any such allegations and take appropriate disciplinary action and, should such abuse rise to the level of a criminal offense under local Law, to refer such violations to local law enforcement for prosecution.

Supplier undertakes to both respect the labor and human rights standards enumerated in this Section and to ensure that third parties under its control, including Supplier's agents, subcontractors, and assigns, respect the labor and human rights standards enumerated herein.

J. Import Controls.

Supplier acknowledges that the Products (and any technical information related thereto) and items provided to Buyer or any of its Affiliates are subject to the import and customs Laws of the United States, including all U.S. Customs and Border Protection regulations, International Traffic in Arms Regulations, certain Bureau of Alcohol, Tobacco, Firearms, and Explosives regulations, and other relevant partner government agency regulations. Buyer shall hold Supplier responsible for any and all Losses (including any penalties) imposed on or incurred by Buyer or its Affiliates as a result of Supplier's noncompliance with these import control Laws including a failure to maintain supporting documents for the relevant time period as prescribed by Law. Supplier shall indemnify and hold harmless Buyer and the other Buyer Indemnified Parties from and against any and all such Losses. Supplier hereby agrees that it will not ship or otherwise transport Products or any other items to the United States except in full compliance with all applicable U.S. import and customs Laws.

K. Export Controls.

Supplier acknowledges that any data/information/Confidential Information provided by Buyer or any of its Affiliates is subject to the export control Laws of the United States, including the economic sanctions, Export Administration Regulations and the International Traffic in Arms Regulations. Supplier hereby agrees that it shall not export, re-export, nor transfer in-country any Products, items, data, information or Confidential Information (including disclosure to foreign nationals located in the United States) or engage in any transaction with a party subject to economic sanctions except in compliance with all applicable U.S. export Laws.

L. Standards and Requirements.

- i. Fire Apparatus. All components or subassemblies ordered through the Purchase Order that are to be used in a fire apparatus are subject to performance guidelines outlined in the National Fire Protection Association book 1901 Standard for Fire Apparatus. Supplier warrants that all components and subassemblies to be used in a fire apparatus that are shipped pursuant to the Purchase Order will meet or exceed the standards set forth

in the version of the National Fire Protection Association NFPA 1901 Standard for Automotive Fire Apparatus and NFPA 1906 Standard for Wild Land Fire Apparatus that are in effect at the time the Purchase Order is awarded or issued.

- ii. Ambulances. All components or subassemblies ordered through the Purchase Order that are to be used in an ambulance are subject to performance guidelines outlined in the Federal Ambulance Specifications (KKK-A-1822), which incorporates by reference the National Truck Equipment Association's Ambulance Manufacturer's Division Standards 001-025. Supplier warrants that all components and subassemblies to be used in an ambulance that are shipped pursuant to the Purchase Order will meet or exceed the standards set forth in the version of the Federal Ambulance Specifications and the National Truck Equipment Association's Ambulance Manufacturer's Division Standards that are in effect at the time the Purchase Order is awarded or issued.
- M. Supplier will promptly report to Buyer any material violation of applicable Law or any Claim, including any governmental investigation, brought or asserted against Supplier, in regards to same. Supplier will also promptly seek to fully address and remediate any such material violation.
- N. Trade. As a global importer and exporter of parts and products, Company is required to collect various pieces of information from Supplier as part of its trade compliance program to satisfy both U.S. and international regulations. Supplier agrees to provide the below part-specific trade compliance information to Company at time of quote and again after the Purchase Order is accepted.
 - i. Country of Origin documentation as well as any applicable free trade agreement documentation, including certification and underlying support thereof. Such agreements include: USMCA/CUSMA/T-Mec, AUSFTA, and LTSD. Supplier is also required to provide updated information to Company, at a minimum, annually or any time the Country of Origin for a part changes.
 - ii. As applicable, the Export Control Classification Number ("ECCN") or United States Munition List ("USML") classification number. Supplier is required to promptly provide updated information to Company should the ECCN or USML classification number change.
 - iii. Classification documentation supporting the correct tariff classification for each type of imported good.
- O. Environmental Regulation.
 - i. The Company Entities are required to collect information from Supplier as to satisfy global environmental regulation requirements. Supplier agrees to support by providing, upon Buyer request either Full Material Disclosure documents providing chemical concentration levels for all chemicals that appear in Products produced by or on behalf of Supplier or "Certificates of Compliance" (Supplier declarations on company letterhead certifying which EU RoHS or EU REACH controlled chemicals appear in parts produced by the Supplier). If any EU REACH SVHCs are present, these declarations must also state chemical concentration levels equal to or more than 0.1 % w/w.
 - ii. Without limiting the foregoing, all suppliers will be expected to transparently disclose their organization's greenhouse gas emissions and minimize their impact on climate change through the following requirement: Buyer requires its suppliers to track and reduce Scope 1 and 2 greenhouse gas emissions; establish greenhouse gas emission reduction targets aligned with science (e.g. science-based); comply with all relevant greenhouse gas emission and climate-related disclosure Laws; and report information on Scope 1 and 2 greenhouse gas emissions and science-based reduction targets transparently to Buyer, or Buyer's approved third-party if requested.
- P. Supplier agrees to maintain all necessary documentation for as long a period as required by the recordkeeping legislation and regulations in the relevant jurisdictions.
- Q. Supplier will promptly report to Company any material violation of applicable Law or any Claim, including any governmental investigation, brought or asserted against Supplier, in regards to same. Supplier will also promptly seek to fully address and remediate any such material violation.

19. Warranty.A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

- i. it has the full corporate power, right, and authority to enter into this Purchase Order, and to perform its obligations hereunder;
- ii. such Party's entrance into this Purchase Order, and the performance by such Party of its obligations hereunder does not conflict with any agreement to which such Party is a party or by which it is bound;
- iii. this Purchase Order is a binding obligation on such Party and when accepted by both Parties is enforceable against such Party in accordance with its terms; and
- iv. it is qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Purchase order.

B. Supplier Representations and Warranties. Supplier represents and warrants to the Buyer that:

- i. it is and will remain in compliance with all applicable Laws, licenses, and contracts related to performance of this Purchase Order;
- ii. it has obtained all necessary and sufficient licenses, authorizations, approvals, consents, and permits to exercise its rights and perform its obligations under this Purchase Order and to grant the rights and licenses in this Purchase Order;
- iii. it is not insolvent and is paying all of its debts as they become due;
- iv. all financial information that it has provided to any Company Entity is and will be, when provided, true and accurate and will fairly represent Supplier's financial condition, and will be prepared in accordance with GAAP, uniformly and consistently applied;
- v. to the extent that Supplier shares any data with any Company Entity, such data is and will be timely, accurate, have been collected in accordance with, and will otherwise comply with, applicable Law;
- vi. Supplier will perform this Purchase Order in a timely, professional, and workmanlike manner, using appropriately qualified and trained personnel, and in accordance with industry best standards;
- vii. The Products will not contain any Copyleft Software;
- viii. The Buyer will receive good and valid title to all Products sold hereunder, free and clear of all liens, encumbrances, and security interests;
- ix. the Products will be manufactured, labeled, transported, imported, certified, and sold in accordance with, and will comply with, and the use of the Products by Buyer in accordance with the applicable Purchase Order will comply with, all applicable Laws, contracts to which Supplier is a party, and applicable licenses;
- x. the Products will be merchantable and fit for purpose and their intended use, and will be manufactured from new and unused materials and components;
- xi. the Products will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any Person; and
- xii. all Products supplied or to be supplied to any Company Entity, or on behalf of any Company Entity to any third party, will be manufactured in strict accordance with applicable Specifications, drawings, and designs and will be free from defects in materials and workmanship, and otherwise free from defects in design and other Nonconformities, during the Warranty Period, unless Buyer and Supplier negotiate a longer warranty

period (such as with respect to major or critical components), in which case the warranties shall expire at the end of such longer period.

- C. Without limiting the foregoing, Supplier hereby agrees to be bound by the Warranty Agreement available in the Supplier Standards Guide, where applicable.
 - D. Except to the extent the warranty period is expressly limited, the Supplier's representations and warranties in these Terms and Conditions and the Warranty Agreement will survive inspection, delivery, acceptance, payment and completion or termination of this Purchase Order.
 - E. Without limiting the foregoing, Supplier will transfer and assign to Buyer all of its rights (but not any obligations) under all warranties from any Subcontractors, if such rights relate to the Products or performance of this Purchase Order.
 - F. Supplier agrees that in the event Supplier becomes aware of any circumstance that would cause Supplier to believe that any of the warranties provided in this [Section 19](#) or otherwise in this Purchase Order are not correct or that it may not be capable of delivering Products which conform to the warranties set forth in this [Section 19](#) or otherwise in this Purchase Order, Supplier will immediately notify Buyer in writing of the problem and the extent of such problem.
20. **Indemnity.** For the avoidance of doubt, the obligations in this [Section 20](#) are in addition to any other indemnification obligations Supplier or its Affiliates may have to any Company Entity pursuant to another agreement.
- A. Supplier will indemnify, defend, and hold harmless each Company Entity, and each Company Entity's directors, officers, shareholders, managers, members, partners, employees, insurers, agents, successors, and permitted assigns (including each Company Entity, the "**Company Indemnitees**") from and against any and all Losses arising out of or resulting from any Claim, to the extent that such Losses arise out of or result from any actual or alleged: (1) breach of any of Supplier's representations, warranties, covenants, or obligations under this Purchase Order, (2) Nonconformities in the Products (including Losses associated with development or implementation of any plan to address any Nonconformity of the Products) or any Field Service Action, (3) any acts or omissions by or on behalf of Supplier, (4) violation of applicable Law by or on behalf of Supplier or the Products, (4) physical injury to, or the death of, natural Persons or damage to property arising out of or resulting from the manufacture, sale, resale, shipment, or other Exploitation of Products, (5) infringement, misappropriation, or other violation of the rights of any Person on account of the manufacture, sale, use, possession, or other Exploitation of any Products in accordance with these Terms and Conditions, or (6) any Security Incident (including any Remediation Efforts in connection therewith) affecting the Products. Supplier's obligations in this [Section 20\(A\)](#) will not apply to the extent that such Losses are conclusively determined to be caused by the applicable Company Indemnitee's: (i) breach of this Purchase Order, or (ii) gross negligence, willful misconduct, or fraud.
 - B. **Payment Adjustment for Taxes.** The Supplier will increase the amount payable under this [Section 20](#) equal to any Tax imposed on the applicable Company Indemnitee who receives such indemnity payment.
 - C. **Procedures.**
 - i. **Notice.** The Buyer will, upon receiving notice of any Third Party Claim for which the Buyer believes any Company Indemnitee is entitled to be indemnified pursuant to this Purchase Order, promptly (but in any case within thirty (30) days of receiving such notice), Notify the Supplier ("**Claim Notice**"). Buyer's failure to perform any obligations or observe any procedures under this [Section 20\(C\)](#) will not relieve the Supplier of its obligations under this [Section 20\(C\)](#), except to the extent that the Supplier can demonstrate that it has been materially prejudiced as a result of such failure.
 - ii. **Defense of Third Party Claims.** The Supplier will, promptly following receipt of the Claim Notice, assume control of the defense and will employ counsel reasonably acceptable to the Buyer to handle and defend the same, at the Supplier's sole cost and expense; and in such case, the applicable Company Indemnitee may participate in and observe the proceedings for any Third Party Claim at its own cost and expense with counsel of its own choosing. The Buyer will, and will use reasonable efforts to cause the other Company Indemnitees to, cooperate with Supplier with respect to any Third Party Claim at the Supplier's sole cost and expense. The Supplier will not settle any Third Party Claim on any terms or in any manner that adversely affects the

rights, or admits the liability or wrongdoing, of any Company Indemnitee without the Buyer's prior written consent, which may not be unreasonably withheld or delayed. If the Supplier fails or refuses to assume control of the defense of such Third Party Claim, the applicable Company Indemnitee shall have the right, but no obligation, to defend against such Third Party Claim, including settling such Third Party Claim after giving Notice to the Supplier, in each case in such manner and on such terms as the Company Indemnitee deems appropriate, at the Supplier's sole cost and expense.

21. Infringement. Without limiting Supplier's indemnity obligations, in the event that any claim of infringement, misappropriation, or other violation of Intellectual Property Rights is asserted in connection with the Products, Supplier will, at Buyer's option and Supplier's sole cost and expense, (A) replace or modify the Products to make them non-infringing at no cost to any Company Entity while continuing to comply with the Specifications and other requirements for the Products under this Purchase Order(s), and subject to Buyer's pre-approval of such replacement or modification, or (B) obtain a license so that Supplier may continue to provide, and each Company Entity may continue to use, the allegedly infringing Products as contemplated under this Purchase Order.
22. Insurance. Supplier will maintain, and will ensure that every Subcontractor will maintain, in full force and effect during the PO Term and any PO Transition Period, with one or more insurance companies reasonably satisfactory to Buyer, the minimum insurance coverages as set forth on Schedule 3 attached hereto and comply with all requirements therein, and will provide Buyer with evidence of such insurance coverage upon request. Notwithstanding anything to the contrary in this Purchase Order, Supplier's obligations and liability to any and all of the Company Entities under this Purchase Order will not be limited by the amount or terms of such insurance or other requirements in this Section 22.
23. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL BUYER OR ANY OTHER COMPANY ENTITY BE LIABLE TO SUPPLIER OR ANY SUPPLIER AFFILIATE OR SUBCONTRACTOR OF SUPPLIER FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RESULTING FROM THE PURCHASE ORDER OR THE PRODUCTS OR EQUIPMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE), AND (II) THE COMPANY ENTITIES' AGGREGATE LIABILITY FOR ALL CLAIMS AND LOSSES ARISING OUT OF OR RESULTING FROM THE PURCHASE ORDER WILL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY THE COMPANY ENTITIES TO SUPPLIER FOR THE PARTICULAR PART(S) GIVING RISE TO THE APPLICABLE CLAIM OR LOSS. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 23 APPLY EVEN IF A PARTY OR ITS AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF THE APPLICABLE CLAIM OR LOSS IN ADVANCE, AND EVEN IF A LIMITED REMEDY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
24. Confidential Information. From time to time during the PO Term, either Party (as the "**Disclosing Party**") may disclose or make available to other Party (as the "**Receiving Party**") information about its business affairs (including any forecasts), goods, services, trade secrets, third-party confidential information, or other information that is not generally known to the public or the trade. Such information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" constitutes "**Confidential Information**" hereunder. Notwithstanding the foregoing, Confidential Information does not include information that at the time of disclosure:
- A. is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 24 by or on behalf of the Receiving Party;
 - B. is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not prohibited from disclosing such Confidential Information;
 - C. was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; or
 - D. was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.
25. Protection of Confidential Information. The Receiving Party will:

- A. protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- B. not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise the Receiving Party's rights or perform the Receiving Party's obligations under this Purchase Order; and
- C. not disclose any such Confidential Information to any Person, except to the Receiving Party's employees, agents, subcontractors, service providers, permitted licensees, or professional advisors (legal, tax, accounting) ("**Representatives**") who need to know the Confidential Information to exercise the rights or perform the Receiving Party's obligations under this Purchase Order, or in the case of professional advisors, to advise the Receiving Party.
- D. The Receiving Party shall be responsible for any breach of this Section 25 caused by any of its Representatives. At any time during or after the PO Term, at the Buyer's written request, the Supplier and its Representatives shall promptly return or destroy (as requested by the Disclosing Party) all Buyer Confidential Information and copies thereof that it has received under this Purchase Order.

26. Data Security.

- A. Supplier will provide to Buyer Notice of any Security Incident promptly and in no event later than twenty-four (24) hours following the occurrence of such Security Incident. Such Notice will summarize in reasonable detail the circumstances of the Security Incident, including the date and time period during which the Security Incident is believed to have occurred, the impact of such Security Incident upon the Company Entities and any corrective action to be taken by Supplier. Supplier will maintain appropriate documentation of each Security Incident, and provide regular updates to Buyer as material additional information becomes available. In the event of any Security Incident, Supplier will also:
 - i. undertake an investigation of such Security Incident and reasonably cooperate with the Buyer in connection with such investigation, including by providing the Buyer a summary of the results of the Supplier's investigation;
 - ii. not make any public announcements relating to such Security Incident without Buyer's prior written approval, which will not be unreasonably withheld;
 - iii. take all necessary and appropriate corrective action, at Supplier's expense, to prevent a recurrence of the Security Incident; and
 - iv. take or, at Buyer's request, assist the Buyer in taking all remediation efforts, including without limitation remediation efforts that are required by applicable Law as a consequence of any Security Incident or that have been required by any governmental authority in similar circumstances, regardless of whether applicable Law imposes such remediation obligations on either Party, or that are otherwise industry standard ("**Remediation Efforts**"). Remediation Efforts may include (for the avoidance of doubt, without limitation): (1) development and delivery of notices to natural persons whose Personal Data may have been affected; (2) establishment of a toll-free telephone number(s) (or, where not available, a dedicated telephone number(s)) where affected natural persons may receive individual-specific assistance and information relating to the Security Incident; (3) provision of free credit reports, credit monitoring/repair or identity restoration/insurance for affected Persons; (4) reimbursement for the costs of placing a freeze on a consumer credit file and likewise for the costs of unfreezing the same consumer credit file; (5) investigation and resolution of the causes and impacts of the Security Incident; (6) external communications with respect to corrective actions or other matters pertaining to the Security Incident; and (7) such other measures that Buyer determines are reasonable and commensurate with the nature and level of severity of the Security Incident. Supplier will be solely responsible for the costs and expenses of all Remediation Efforts, whether undertaken by Supplier or by any Company Entity, and without limiting the foregoing, Supplier will promptly reimburse the Company Entities for all costs and expenses (including legal fees) reasonably incurred by any Company Entity in connection with the Security Incident, including costs and expenses (including legal fees) incurred in connection with Remediation Efforts.

27. Term and Termination.

- A. Term. The PO Term will commence on the PO Effective Date and will continue in effect for the term set forth on the Purchase Order or, if no such term is specified, then until Supplier has fulfilled its obligations hereunder and Buyer has accepted all Products ordered hereunder, unless earlier terminated in accordance with this Purchase Order or the terms of any LTSA.
- B. Termination. For the avoidance of doubt, the termination rights hereunder are cumulative, and do not limit one another and do not limit any other termination rights Buyer may have under any LTSA.
- i. For Convenience. Buyer may terminate all or any undelivered portion of a Purchase Order for convenience at any time by providing at least fifteen (15) days' prior Notice to Supplier.
- ii. For Material Breach. Either Party may terminate this Purchase Order upon Notice to the other Party if such other Party materially breaches this Purchase Order and fails to cure such breach within ten (10) days after receipt of Notice of such breach from the terminating Party ; provided, that if either Party is in material breach of this Agreement but using diligent efforts to cure, such breaching Party may request an extension of ten (10) days (or such other mutually agreeable timeframe) to cure, and the other Party will not unreasonably withhold, condition, or delay approval of such extension of time.
- iii. For Certain Supplier Breaches. Buyer may terminate this Purchase Order upon Notice to Supplier if Supplier: (1) fails to deliver any Products by the delivery date(s) in the Purchase Order, or any extensions of such delivery date(s) authorized by Buyer in writing (including as a result of any Force Majeure Event), or to agree upon the applicable delivery dates pursuant to Section 4(C); (2) fails to replace or correct Nonconforming Products in accordance with the Purchase Order; (3) breaches any warranty, representation, covenant, or obligation of Supplier contained in the Purchase Order and fails to cure such breach within ten (10) days after receipt of Notice from Buyer of such breach; (4) furnishes any Products that Buyer concludes, in its sole opinion determined in good faith, contain any conflict mineral not specifically approved by Buyer with knowledge of that fact that it was a conflict mineral, or which contain Materials furnished by any sanctioned tier supplier, or which Buyer otherwise concludes in its sole opinion determined in good faith violate applicable Law or would cause Buyer to violate applicable Law; or (5) violates any applicable Law, breaches any Supplier Standard or any of Supplier's own policies in performing this Purchase Order.
- iv. For Insolvency. Buyer may terminate the Purchase Order upon Notice to Supplier in the event that Supplier: (1) files for protection under bankruptcy or insolvency laws, (2) makes an assignment for the benefit of creditors, (3) appoints or suffers appointment of a receiver or trustee over substantially all of its property that is not discharged within sixty (60) days after such filing, (4) proposes a written agreement of composition or extension of its debts, (5) proposes or is a party to any dissolution or liquidation, (6) files a petition under any bankruptcy or insolvency act or has any such petition filed against that is not discharged within sixty (60) days of the filing, or (7) admits in writing its inability generally to meet its obligations as they fall due in the general course.
- v. For Failure to Remain Competitive. Buyer may terminate this Purchase Order upon thirty (30) days' prior Notice to Supplier if Buyer determines in its discretion that Supplier is no longer competitive in price (including non-competitiveness due to exchange rate fluctuations if applicable), quality or delivery, each as determined by Buyer in its discretion, or Buyer discovers substitute products of significantly advanced design or pricing, as determined by Buyer in its discretion.
- For Change of Control. Buyer may terminate this Purchase Order upon Notice to Supplier in the event of a Change of Control of Supplier. Supplier will provide Buyer with at least sixty (60) days' advance Notice, prior to any Change of Control, to the extent permitted by applicable Law.
- C. Effect of Non-Payment on Termination. Notwithstanding anything herein to the contrary, in the event Buyer withholds payment to Supplier in good faith, Supplier will have no right to terminate this Purchase Order or otherwise to withhold performance of this Purchase Order. Supplier's sole right and remedy will be to pursue Buyer for damages subject to the terms of this Purchase Order.

D. Transition Assistance.

- i. In the event Buyer decides to transition a Product or Product line from Supplier to a third party or otherwise discontinue procuring a Product or Product line from Supplier, Supplier shall cooperate fully and in good faith with Buyer and provide all necessary and sufficient assistance to effect such transition of the manufacturing of such Product or Product line from Supplier to Buyer or another Person designated by Buyer, in order to minimize any potential disruption of continuity of Product supply.
- ii. Without limiting the foregoing, upon request by Buyer, Buyer and Supplier will, develop a plan to facilitate the transition of the relevant Product or Product line (a “**Transition Agreement**”), such that (1) no Company Entities’ operations are impacted by the expiration or termination of this Purchase Order, and (2) Supplier has the appropriate ability to ramp down any applicable supply chains unique to any Company Entity. Such Transition Agreement shall include a term of no fewer than four (4) months, provided, however, that such term may be unilaterally extended by the Buyer in the event such four (4) month term would cause disruption to any Company Entity’s business operations.
- iii. The Buyer may, at its option, extend the PO Term for up to four (4) months beyond the scheduled expiration date (or beyond any termination date, if terminated by Supplier) (“**PO Extension Term**”). The Buyer will provide Supplier with Notice of any PO Extension Term on or before the date that the applicable Purchase Order is to terminate or expire. In the event a PO Extension Term of more than four (4) months is necessary or desirable for Buyer, Buyer and Supplier will negotiate in good faith to agree upon such an extended PO Extension Term.
- iv. These Terms and Conditions, together with the terms of any applicable LTSA, will continue to apply for any PO Extension Term and for so long as Supplier is providing any transition assistance under this Section 27(D) (such period of time, “**PO Transition Period**”).

E. Effect of Termination. Neither expiration nor termination of this Purchase Order shall affect the rights or obligations of the Parties or their Affiliates that accrued prior to such expiration or termination, and Supplier will remain liable for all Losses (direct and indirect) incurred by Buyer resulting from any failure by Supplier to comply with this Purchase Order or any LTSA. Upon Notice of early termination of this Purchase Order, Supplier will not procure materials or inputs for Products in excess of what is reasonably required to meet the delivery obligations for Products under this Purchase Order(s), prior to such termination; provided, further, that if Buyer requests Supplier to cease all additional procurement, Supplier shall so cease.

- (1) At Buyer’s discretion, Supplier will (A) immediately make available to the Buyer the Buyer’s property, including the Buyer Materials, for removal from Supplier’s premises, by Buyer or its designated representative, or (B) return to Buyer all such property, including Buyer Materials, within sixty (60) days of such expiration or termination, unless otherwise notified in writing by Buyer. Notwithstanding the foregoing, unless otherwise requested by Buyer, Supplier will retain any Buyer Materials or other property relevant to any Purchase Order which remains in effect.
- (2) Except to the extent that Supplier is providing transitional assistance to any Company Entity, Supplier will discontinue all work under this Purchase Order.
- (3) Supplier will transfer possession and, to the extent it has not already vested in Buyer, title, to all Products, work in progress, and raw materials that Buyer requests to acquire from the Supplier.
- (4) Effect of Termination for Convenience. In the event of any termination of this Purchase Order for convenience, the Company Entities’ aggregate liability to Supplier shall be limited to reimbursing Supplier for:
 - (i) Any unpaid Products previously delivered and accepted that conform to the Specifications and other requirements of this Purchase Order;
 - (ii) Any undelivered Products that conform to the Specifications and other requirements of this Purchase Order and which are transferred to Buyer in accordance with Section 27(E)(3).

(iii) Supplier's actual out-of-pocket costs for work-in-process and raw materials, applicable solely to the terminated portion of this Purchase Order, which have been expended before Notice of termination is received by Supplier (not to exceed the contract price attributable to the terminated portion), reduced by the depreciation of such work-in-process that are transferred to the Buyer in accordance with Section 27(E)(3). Supplier shall provide Buyer with full access to all records, documents and other information used to calculate such out-of-pocket costs for work and materials.

(5) Effect of Termination for Cause.

(i) In the event of any termination of this Purchase Order for any reason other than for convenience, the Company Entities' aggregate liability to Supplier shall be limited to reimbursing Supplier for any unpaid Products previously delivered and accepted that fully conform to the Specifications and other requirements of this Purchase Order.

(ii) In the event of termination of this Purchase Order by Buyer for cause, without limiting its other rights or remedies, Buyer may cover by purchasing goods elsewhere on such terms and in such a manner as Buyer may deem appropriate, and Supplier shall be liable to Buyer for the amount (if any) by which the cost of such goods exceeds the contract price of the affected Products, and all other cover damages, in addition to all other Losses (including direct and indirect damages) arising from Supplier's breach or such cause for which Buyer terminated, or to which Buyer is otherwise entitled.

(6) Survival. Those provisions of this Purchase Order that by their nature or their express terms are meant to survive expiration or termination of this Purchase Order (including the provisions regarding Confidential Information, indemnification, limitation of liability, representations and warranties, and Intellectual Property Rights) shall so survive.

(7) No Compensation or Reimbursement for Expiration or Termination. To the maximum extent permitted by applicable Law, Supplier will not be entitled to any compensation or reimbursement for inability to recoup any investment made in connection with performance under this Purchase Order, or any loss of prospective profits or revenues, anticipated sales or other losses, in each case that are or may be occasioned by expiration or termination of this Purchase Order, except as specified in Section 27(E)(4)-(5). No Company Entity will have any liability to Supplier or any other Person for any Losses incurred directly or indirectly in connection with the termination of this Purchase Order, except as expressly stated in this Section 27.

(8) Process for Submitting for Reimbursement. Supplier shall submit any Claim seeking a payment from Buyer as a result of termination or expiration under this Section 27 within ten (10) days of the effective date of termination or expiration, and include sufficient data to permit Buyer to verify the Claim. Any payment by Buyer will not waive any breach by or on behalf of Supplier or any amount due to Buyer.

28. Industrial Offset Credit/Cooperation.

This Contract has been entered into in direct support of Buyer's international offset programs. To the exclusion of all others, all industrial benefits or offset benefit credits resulting from this Contract are the sole property of Buyer to be applied to the offset program of its choice. Supplier shall provide documentation or information that Buyer or its assignees may reasonably request to substantiate claims for industrial benefits or offset credits. Supplier agrees to assist Buyer in securing appropriate offset credits from the respective country government authorities.

Supplier agrees to use reasonable efforts to identify the foreign content of goods that Supplier either produces itself or procures from Subcontractors for work directly related to the Purchase Order. Promptly after selection of a non-U.S. Subcontractor for work under the Purchase Order, Supplier shall notify Buyer of the name, address, subcontract point of contact (including telephone number and e-mail address) and dollar value of the subcontract.

In the case of an International Transaction, Supplier agrees that Buyer, its Affiliates or its designees may exclusively use the value of the Purchase Order to satisfy any international offset obligations that Buyer may have with Supplier's country, subject to the offset qualifying Laws of that country.

29. Sameness Requirement.

Supplier warrants that the Products supplied to Buyer shall be uniform, and that there shall be no change in design that would adversely affect the form, fit, finish, functionality or serviceable parts of the Products being supplied. A "change in design" shall include any deviation from the Specifications, a change in materials or material characteristics, as well as any dimensional changes. In no event shall Supplier make any change in design of any Product to be sold to Buyer without Buyer's prior written consent, which may be granted or withheld in Buyer's discretion. Supplier shall provide Notice to Buyer of any proposed change in design, which Notice shall include the reason for such change and a description of the manner in which such change will or will not affect the form, fit, finish, functionality or serviceable parts of the Products, supported by testing and analysis. Supplier shall be solely liable for any and all Losses incurred by Buyer as a result of any change in design by Supplier that was not authorized in advance in writing by Buyer, and all such Losses shall be debited to Supplier's account or shall be payable by Supplier upon demand by Buyer. In addition, Supplier shall not make any change to any of its manufacturing processes or manufacturing location(s) for the Products to be sold to Buyer without prior notification to and written approval from Buyer.

30. Exemption Certificate.

Buyer hereby certifies that it is a manufacturer or producer of specialized trucks, vehicles or equipment. The Products specified in the Purchase Order are tax exempt for the following reason(s) as indicated on the Purchase Order:

CODE 9A: Sale for Resale, Oshkosh Corporation WI Sellers Permit No. 456-0000602006-03.

CODE 9B: Sale for Resale, Oshkosh Corporation FL Sellers Permit No. 78-8012369662-4.

CODE 9C: Sale for Resale, Oshkosh Corporation AZ Sellers Permit No. 07-354957-U.

CODE 9D: Sale for Resale, Oshkosh Corporation CA Sellers Permit No. 99-000758.

CODE 9E: Sale for Resale, Oshkosh Corporation CO Sellers Permit No. 80-48024-0000.

CODE 9F: Sale for Resale, Oshkosh Corporation CT Sellers Permit No. 4537908-000.

CODE 9G: Sale for Resale, Oshkosh Corporation HI Sellers Permit No. 10399158.

CODE 9H: Sale for Resale, Oshkosh Corporation IL Sellers Permit No. 0546-1170.

CODE 9I: Sale for Resale, Oshkosh Corporation KS Sellers Permit No. 115-1522.

CODE 9J: Sale for Resale, Oshkosh Corporation MI Sellers Permit No. 39-0520270.

CODE 9K: Sale for Resale, Oshkosh Corporation MN Sellers Permit No. 7615306.

CODE 9L: Sale for Resale, Oshkosh Corporation NJ Sellers Permit No. 390-520-270/000.

CODE 9M: Sale for Resale, Oshkosh Corporation NC Sellers Permit No. 600626587.

CODE 9N: Sale for Resale, Oshkosh Corporation ND Sellers Permit No. 258042 00.

CODE 9O: Sale for Resale, Oshkosh Corporation OH Sellers Permit No. 99-000008.

CODE 9P: Sale for Resale, Oshkosh Corporation PA Sellers Permit No. 84788223.

CODE 9Q: Sale for Resale, Oshkosh Corporation SC Sellers Permit No. 01107256-3.

CODE 9R: Sale for Resale, Oshkosh Corporation TX Sellers Permit No. 1-39-0520270-4.

CODE 9S: Sale for Resale, Oshkosh Corporation UT Sellers Permit No. E05310.

CODE 9T: Sale for Resale, Oshkosh Corporation WA Sellers Permit No. 600-5317778.

CODE 9U: Containers and other packing, packaging and shipping materials used to transfer merchandise to customers.

CODE 9V: Tangible personal property which is consumed or destroyed or loses its identity in the manufacture of tangible personal property destined for sale.

CODE 9W: Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used in manufacturing tangible personal property.

- CODE 9X: The service of repairing and maintaining machines and specific processing equipment, which property was purchased without tax, at the time the service is performed.
- CODE 9Y: Printed advertising material solely for out-of-state use.
- CODE 9Z: Fuel and electricity consumed in manufacturing tangible personal property.

31. Audit.

- A. Maintenance of Financial Records. Supplier shall, at its sole cost and expense, maintain complete and accurate books and records concerning the Products including the documents supporting amounts invoiced by Supplier to Buyer and the direct costs, expenses and disbursements made or incurred in connection with the Products, in accordance with United States generally accepted accounting principles (“**Finances**”). Supplier shall retain such records for a period of two (2) years following termination or expiration of this Purchase Order.
- B. Audit.
- i. During the PO Term and for two (2) years thereafter, Supplier will permit the Buyer or its designated third party auditor, on prior Notice to Supplier, to access Supplier’s premises and those of any Subcontractor, and to access all pertinent documents and other information, whether stored in tangible or intangible form by or on behalf of Supplier or any Subcontractor, in any way related to this Purchase Order, the Products, Bailed Property, for the purpose of auditing Supplier’s compliance with the terms of this Purchase Order, or otherwise inspecting, evaluating quality, cost, or inventory of Products. Supplier agrees to cooperate fully with Buyer in connection with any such audit or inspection. Buyer or its designated third party auditor shall perform all audits during Supplier’s normal business hours.
 - ii. Supplier shall reimburse Buyer for all amounts associated with errors discovered during an audit. In addition, Supplier shall reimburse Buyer for the amount of Buyer’s costs and expenses incurred in conducting the audit if the results of such audit indicate that any error is greater than five (5) percent of the total amount actually payable by Buyer for the period examined.
 - iii. In the event that Buyer or its designated third-party auditor determines Supplier, on or after the Effective Date:
 - (1) grants any superior or more favorable rights or terms to any other Person with respect to the rights granted hereunder, Supplier shall promptly prepare and execute such documents to reflect and provide the Company Entities with the benefit of such superior or more favorable rights or terms, or
 - (2) offers any superior or more favorable pricing to any other Person with respect to the same Products or products similar to the Products, then, Supplier will promptly pay the Buyer the difference between the more superior Product price and the price paid by Buyer for all Products purchased from the date the more favorable terms were extended to the other Person.

If Buyer or its designated third-party auditor determines that superior or more favorable pricing was extended to another Person, the reasonable cost of such audit will be borne by Supplier (irrespective of the amount of the discrepancy, notwithstanding anything to the contrary in Section 31(B)(ii)).

32. Miscellaneous.

- A. Waiver. No waiver by Buyer of any breach by Supplier shall be effective unless it is explicitly set forth in writing and signed by such Buyer, and no such signed waiver shall be or be construed as a waiver of any other or subsequent breach. Buyer’s failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Purchase Order will not operate or be construed as a waiver thereof.

- B. Cumulative Rights and Remedies. Except to the extent expressly limited in this Purchase Order, Buyer's rights and remedies under this Purchase Order are cumulative, and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- C. Assignment. Supplier shall not assign, subcontract, delegate or transfer this Purchase Order, or any of its rights or obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the Buyer, which consent may be granted or withheld in Buyer's discretion. Any purported assignment, delegation or transfer by Supplier without such prior written consent will be null and void and have no effect. The Buyer may assign, delegate, or transfer this Purchase Order, or any rights or obligations hereunder, whether voluntarily or by operation of law, without prior written consent of Supplier. This Purchase Order shall be binding upon and will inure to the benefit of the applicable Parties and their respective permitted successors and permitted assigns.
- D. Subcontracts. Consistent with Section 32(C), Supplier may not engage any Subcontractor in connection with this Purchase Order without the prior written consent of the Buyer. Notwithstanding any consent by any of the Buyer to any such Subcontractor, Supplier shall be liable to the Buyer for any and all acts and omissions of any Subcontractor as if they were those of Supplier.
- E. Relationship of the Parties. Nothing in this Purchase Order will be construed to create a joint venture or partnership between the Parties or an employee/employer or agency relationship. Supplier will be an independent contractor pursuant to this Purchase Order. Neither Party will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party. Supplier will be solely responsible for all of its own expenses, and for the conduct of its own employees, in connection with the performance of Supplier's responsibilities under this Purchase Order.
- F. Notices. Any and all notices, demands, requests, or other communications required or permitted to be delivered by any provision of this Purchase Order ("Notices") shall be in writing (the term "writing" shall include electronic mail or other electronic transmission), and sent by: (i) first class, regular, registered, or certified mail, (ii) commercial delivery service, (iii) air or other overnight delivery service, (iv) electronic mail or other electronic transmission (if an e-mail notice is listed), or (v) hand delivery, to the applicable Party, with notices being sent to the Party at the address set forth in the Purchase Order (or, if the Parties have entered into a LTSA, the LTSA); provided, that any notice sent via electronic mail or electronic transmission must be promptly followed by notice in a manner pursuant to this Section 32(F)(i)-(iii) or (v). Except as otherwise provided in this Purchase Order, a Notice sent in accordance with this provision is effective only (1) on receipt by the receiving Party (except that email or electronic transmissions will be effective upon the date of transmission, so long as it is promptly followed by another means of Notice in accordance with this Section 32(F)), and (2) if the Party giving the Notice has complied with the requirements of this Section.
- G. Entire Agreement. This Purchase Order together with any LTSA, constitutes and fully expresses the entire agreement and understanding between the Parties with respect to the subject matter described herein (except for any additional warranties given by Supplier), superseding all prior oral or written representations, negotiations, understandings, agreements, and promises with respect thereto; there are no conditions to this Purchase Order which are not expressed herein. No additional or different terms set forth in any request for proposal, quotation, invoice, acknowledgement, or other forms or correspondence will be of any force or effect.
- H. Severability. If any term or provision of this Purchase Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Purchase Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or arbitration tribunal (as applicable and in accordance with these Terms and Conditions) will modify this Purchase Order to reflect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- I. No Modification. Except as otherwise expressly provided herein, no modification, amendment or termination of this Purchase Order will be binding unless made in writing duly executed by both Parties hereto or thereto.
- J. Governing Law. This Purchase Order, and all rights, obligations, claims, causes of action, or other matter that may result from, arise out of, be in connection with, or relate to this Purchase Order, including all purchases made by Buyer from Supplier pursuant to this Purchase Order, or the negotiation, administration, performance, or enforcement of this

Purchase Order, shall be governed by, construed under, and interpreted and enforced in accordance with the internal laws of the State of Delaware, and the laws of the United States without regard to any provisions pertaining to conflict of laws. NEITHER THIS PURCHASE ORDER NOR ANY SALE OF PRODUCTS BY SUPPLIER TO BUYER SHALL BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE PARTIES HEREBY DISCLAIM APPLICATION THEREOF. Supplier acknowledges and agrees that all negotiations in connection with this Purchase Order shall be deemed to have taken place in the State of the United States of America in which the Buyer is headquartered on the applicable effective date.

- K. Dispute Resolution. If Supplier is an entity incorporated, registered, residing, or headquartered in the United States of America as of the PO Effective Date, then: Buyer and Supplier irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware.
- L. Dispute Resolution. In the event that Supplier is an entity incorporated, registered, residing, or headquartered in any jurisdiction other than the United States of America as of the PO Effective Date, then, subject to Section(32)(T) below, any dispute, claim, or controversy arising out of or relating to this Purchase Order, or the interpretation, performance, or enforcement thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “**ICC Rules**”). The legal place of arbitration shall be New York, New York. The language of the arbitration shall be English.
- i. If the total value of the quantified claims and counterclaims set forth in the Request for Arbitration and the Answer (as defined in the ICC Rules) is less than one million dollars (\$1,000,000.00), then there shall be a sole arbitrator appointed in accordance with the ICC Rules.
- ii. If the total value of the quantified claims and counterclaims set forth in the Request for Arbitration and the Answer is equal to or greater than one million dollars (\$1,000,000.00), then the number of arbitrators shall be three (3). Each of Supplier on the one hand, and the applicable Company Entity, on the other hand, shall nominate an arbitrator within ten (10) Business Days of the communication of the Answer by the Secretariat (as defined in the ICC Rules). The two party-nominated arbitrators shall nominate the third arbitrator, who shall be the president of the arbitral tribunal.
- M. Service of Process. Supplier additionally waives personal service of process, and further consents that such service of process may be made by certified or registered mail, return receipt requested, directed to Supplier at its address stated in the Purchase Order or any applicable LTSA. If Supplier is headquartered or incorporated outside the United States of America, Supplier waives any and all service requirements under the Hague Convention (20 U.S.T. 361), to the extent applicable, and hereby agrees to accept service of process through any of its offices, representatives, subsidiaries, affiliates, or agents located in the United States of America. If no such entity or person is located within the United States of America, Supplier shall appoint an agent for service of process within the United States of America.
- N. Calendar Days. Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, including weekends and U.S. federal holidays, unless otherwise expressly provided. To the extent a deadline falls on a weekend or U.S. federal holiday, the next Business Day shall be the applicable deadline.
- O. Language. The English-language version of this Purchase Order shall be controlling in all respects and shall govern any translation of this Purchase Order into any other language. All versions of this Purchase Order in any other language shall be for accommodation only and shall not be binding upon the Parties. All communication, notices, or other documents to be made, given, or approved pursuant to this Purchase Order shall be made in the English language.
- P. Construction. Unless context expressly requires otherwise, the words “includes”, “include”, and “including” (and any other cognates of such words) will be deemed to be followed by “without limitation”, and “or” will be construed in the inclusive sense (to mean “and/or”). Section headings are for convenience only and will not be considered in the construction or interpretation of this Purchase Order. The phrase “herein”, “hereunder”, and similar such phrases, when used in this Agreement, will be deemed to refer to this Purchase Order. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa.

- Q. Force Majeure. Neither Party will be liable to the other for any delay in or failure of performance of any of its obligations under this Purchase Order if and to the extent such delay or failure is caused by fire, flood, strike (excluding strikes by such Party's own employees), war, acts of terrorism, pandemics or similar public health emergency, acts of God or the public enemy, or any other similar or dissimilar cause that is beyond its reasonable control, that is not due to its fault or negligence, and that could not have been reasonably avoided by it (each such event, a "**Force Majeure Event**"); provided, however, that a Party affected by any such Force Majeure Event shall (i) immediately notify the other party in writing of such Force Majeure Event and indicate the expected duration of such interruption, and (ii) make all commercially reasonable efforts to remove or overcome the effects of such Force Majeure Event and resume performance as promptly as possible. For clarity, "Force Majeure Events" do not include labor shortages experienced by Supplier or any tier supplier or contractor of Supplier. A Party's performance shall be excused by a Force Majeure Event only for the duration of such Force Majeure Event. Notwithstanding anything herein to the contrary, Buyer will have the right to terminate this Purchase Order for cause in the case of a Force Majeure Event affecting Supplier. Without limiting the foregoing, in the event of any Force Majeure Event, Buyer may at its option acquire Products from a third party and reduce the quantity ordered under this Purchase Order without further liability. If any Force Majeure Event prevents Supplier from supplying Products to the Buyer in accordance with this Purchase Order and Supplier must allocate shipments of Products among Supplier's customers, Supplier will allocate such Products fairly based on order histories and forecasts.
- R. Further Assurances. Each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out this Purchase Order and give effect to the transactions contemplated in this Purchase Order.
- S. Public Announcements. Unless otherwise required by applicable law or stock exchange requirements (based upon the reasonable advice of counsel), and except as otherwise mutually agreed, Supplier will not make any public announcements in respect of this Purchase Order or the transactions contemplated hereby without the prior written consent of Buyer (which consent will not be unreasonably withheld, conditioned, or delayed).
- T. Equitable Remedies. A breach or threatened breach by Supplier of any of its obligations under Section 4, 16, 17, 24, or 26 would give rise to irreparable harm to the Buyer for which monetary damages would not be an adequate remedy and Supplier hereby agrees that in the event of a breach or a threatened breach by Supplier of any such obligations, the Buyer will, in addition to any and all other rights and remedies that may be available to Buyer in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief that may be available from a court of competent jurisdiction (without any requirement to post bond) or from an arbitrator or arbitrator appointed in accordance with Section 32(L) above. This Section 32(T) is without prejudice to the Parties' agreement to arbitrate contained in Section 32(L) above or Buyer's right to seek injunctive relief for other breaches, to the extent that monetary damages would not be an adequate remedy.
- U. Rights in Bankruptcy. The Parties intend to take advantage of the protections of Section 365(n) (or any successor provision) of the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction to the maximum extent permitted by applicable Law. All rights and licenses granted to Buyer under or pursuant to this Purchase Order, but only to the extent they constitute licenses of a right to "intellectual property" as defined in Section 101 of the U.S. Bankruptcy Code, shall be deemed to be "intellectual property" for the purposes of Section 365(n) or any analogous provisions in any other country or jurisdiction. Buyer shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, including the right to obtain the intellectual property from another entity.
- i. Supplier will, during the PO Term, create and maintain current and updated copies or, if not amenable to copying, detailed descriptions or other appropriate embodiments, to the extent feasible, of all intellectual property licensed to Buyer under this Purchase Order. In the event of the commencement of a bankruptcy proceeding by or against Supplier under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, Buyer shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property (including all embodiments of such intellectual property), which, if not already in Buyer's possession, shall be promptly delivered to it upon Buyer's written request (1) upon commencement of a bankruptcy proceeding, unless Supplier continues to perform all of its obligations under this Purchase Order, or (2) if not delivered pursuant to clause (1) above because Supplier continues to perform, upon the rejection of this Purchase Order by or on behalf of Supplier. Unless and until Supplier rejects this Purchase Order, Supplier shall perform all of its obligations under this Purchase Order. Supplier

shall not interfere with the rights of the Buyer to intellectual property as set forth in this Section 32(U), including the right to obtain the intellectual property from another entity.

- ii. The Parties intend and agree that any sale of Supplier's assets under Section 363 of the Bankruptcy Code shall be subject to Buyer's rights under Section 365(n), that the Buyer cannot be compelled to accept a money satisfaction of any of Buyer's interests in the intellectual property licensed pursuant to this Purchase Order, and that any such sale therefore may not be made to a purchaser "free and clear" of the Buyer's rights under this Purchase Order and Section 365(n) without the express, contemporaneous written consent of the Buyer.
 - iii. All rights, powers and remedies provided in this Section 32(U)(iii) are not in substitution for any other rights, powers and remedies now or hereafter existing at law or in equity (including the U.S. Bankruptcy Code). The Parties intend the following rights to extend to the maximum extent permitted by applicable Law, and to be enforceable under U.S. Bankruptcy Code Section 365(n):
 - (1) the right of access to any intellectual property rights (including all embodiments thereof) of Supplier, or any third party with whom Supplier contracts to perform an obligation of Supplier under this Purchase Order, and, in the case of any such third party, that is necessary or useful for the exploitation of any Products or the exercise of any rights granted to Buyer under any Purchase Order;
 - (2) the right to contract directly with any third party to complete the contracted work; and
 - (3) the right to cure any default under any such agreement with a third party and set off the costs thereof against amounts payable to Supplier under this Purchase Order.
- V. Execution. This Purchase Order may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The electronic signatures of the Parties, in any form, are intended to authenticate and to have the same force and effect as manual signatures. For purposes of this Section, "electronic signature" means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including e-mail signatures, exchange of pdf signatures, submission and acceptance via the OSN Portal, and other processes developed by electronic signature services (e.g., DocuSign and "click-through" acknowledgements).

**Schedule 1:
Definitions**

1. “**Act**” has the meaning given in Section 18(G).
2. “**Affiliate**” of any Person means any other Person that directly or indirectly controls, is controlled by, or is under common control with such particular Person, through one or more intermediaries or otherwise, where “control” (and its cognates) means, for purposes of this definition and “Change of Control” below, having the power, directly or indirectly, to direct or cause the direction of the management and policies of a Person, whether through ownership of equity, by contract, or otherwise. Without limiting the foregoing, a Person is deemed to be an Affiliate of another specified Person if such Person owns 50% or more of the voting securities of the specified Person, or if the specified Person owns 50% or more of the voting securities of such Person, or if 50% or more of the voting securities of the specified Person and such Person are under common control.
3. “**Aftermarket Parts**” means Products that are manufactured for use as service or replacement parts, or accessories for the Equipment, together with any components (individual component parts or raw materials) of such Products.
4. “**Bailed Property**” has the meaning given in Section 13(A).
5. “**Business Day**” means any day other than a day on which banks in the State of Wisconsin is permitted or required to be closed.
6. “**Buyer**” means, with respect to any Purchase Order, the Company Entity that is identified as the party to the applicable Purchase Order.
7. “**Buyer Data**” means data (i) received from any Company Entity or any of their customers in connection with this Purchase Order, or (ii) that otherwise concerns any Company Entity or any of their employees or other personnel or customers or Equipment, that is received or obtained by or on behalf of Supplier in connection with this Purchase Order, including all data about the use of any Products by Buyer or any direct or indirect customer or supplier of Buyer.
8. “**Buyer Data IP**” means any and all Intellectual Property Rights in and to Buyer Data.
9. “**Buyer IP**” means Buyer Pre-Existing IP, Custom Product IP, any Buyer Data IP, any and all Intellectual Property Rights in and to the Company Trademarks, and any other Intellectual Property Rights in or to any Company Confidential Information.
10. “**Buyer Materials**” means Buyer Pre-Existing Materials, Custom Products, Buyer Data, Company Trademarks, and any other Company Confidential Information.
11. “**Buyer Pre-Existing IP**” means any and all Intellectual Property Rights in and to the Buyer Pre-Existing Materials.
12. “**Buyer Pre-Existing Materials**” means Materials owned or licensed by any Company Entity (including any Company Confidential Information) and furnished by or on behalf of any Company Entity to Supplier for Supplier’s use in providing the Products.
13. “**Change of Control**” means, with respect to any entity: (i) any consolidation or merger into or with any other Person (whether or not such entity is the surviving entity), (ii) any sale or exchange of shares with any Person that, following such sale or exchange, controls such entity, or (iii) the sale, lease, or other disposition of all or a substantial portion of such entity’s assets used to produce the Products.
14. “**Claim Notice**” has the meaning given in Section 20(C).
15. “**Claims**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise, and whether brought by a party to this agreement or a third party (including by any governmental agency or authority).
16. “**Commercialize**” means to manufacture, distribute, make available, import, export, make, have made, sell, offer to sell, license, sublicense, repair, rebuild, maintain, support or otherwise commercialize.

17. **“Company”** means Oshkosh Corporation or any Buyer.
18. **“Company Confidential Information”** means any Confidential Information of or furnished by or on behalf of any Company Entity. **“Company Confidential Information”** also includes Buyer Data.
19. **“Company Entities”** means any and all of the Company and Company’s Affiliates.
20. **“Company Indemnitees”** has the meaning given in Section 20(A).
21. **“Company Trademarks”** means the Trademarks owned or controlled by any Company Entity, or licensed by any Company Entity from any third party.
22. **“Confidential Information”** has the meaning given in Section 24.
23. **“Copyleft Software”** means software, data, or other works that are subject to any license or contract which requires, as a condition of use, modification, or distribution, that such software, data, or work (or any software, data, or work incorporated into, derived from, or used or distributed with such software, data, or work): (i) in the case of software, be made available or distributed in a form other than binary code, (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that allow the Products, Equipment, or elements thereof to be reverse engineered, reverse assembled, or disassembled (other than by operation of law), or (iv) be redistributable at no license fee. Copyleft Software includes software, data, and other works licensed under the GNU GPL, GNU LGPL, GNU Affero GPL, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, and all Creative Commons sharealike licenses.
24. **“Custom Tooling”** means Tooling (i) purchased by Buyer, or for which Supplier has been paid or reimbursed by Buyer, (ii) that is modified at the request or direction of any Company Entity or using Buyer Materials or Company Confidential Information, or (iii) designed or configured specifically to meet any Company Entity’s requirements or Specifications, and in each case ((i)-(iii)) that is used or intended to be used to manufacture Products.
25. **“Custom Products”** means (i) Products modified at the request or direction of any Company Entity or using Buyer Materials or Company Confidential Information; or (ii) Products designed or configured specifically to meet any Company Entity’s requirements or Specifications. Custom Products also includes Custom Tooling.
26. **“Custom Product IP”** means any and all right, title, and interest in and to any Intellectual Property Rights in and to any Custom Products, other than Supplier Pre-Existing IP and Third Party Materials or IP that are in each of the foregoing cases approved in accordance with Section 16(C)(ii).
27. **“Delivery Issue”** has the meaning given in Section 9(B).
28. **“Delivery Location”** means the delivery location specified in the applicable Purchase Order.
29. **“Delivery Terms”** has the meaning given in Section 7(C).
30. **“Disclosing Party”** has the meaning given in Section 24.
31. **“Documentation”** has the meaning given in Section 10(A).
32. **“DRC”** has the meaning given in Section 18(G).
33. **“ECCN”** has the meaning given in Section 18(N).
34. **“Effective Date”** has the meaning given in the preamble.
35. **“EU REACH Regulation”** has the meaning given in Section 18(C).
36. **“Exploit”** means use, reproduce, modify (including to create derivative works), distribute, publicly display, publicly perform, execute, transmit, import, export, make, have made, sell, offer to sell, repair, rebuild, Operate, Commercialize, and otherwise exercise and exploit.

37. **“Equipment”** means the equipment and products (i) manufactured by or on behalf of any Company Entity and (ii) into which the Products will be incorporated, or in connection with which the Products otherwise will be used, as determined by Buyer in its discretion.
38. **“Escrowed Software”** means any software comprising or contained within or embedded upon, or used to Commercialize, the Products.
39. **“Escrow Materials”** means, with respect to any software, a complete, functional copy of the Source Code and object code for such software, along with all documentation and other Materials necessary and sufficient to enable a programmer reasonably skilled in the applicable programming language (or which have in fact been used) to Operate the software. Without limiting the foregoing and without limitation to one another, the “Escrow Materials” will include:
- a. all Know-How and embodiments thereof necessary and sufficient to enable a programmer reasonably skilled in the applicable programming language to Operate the software;
 - b. data, database structures, architectures, architectural design documentation, files, algorithms, documentation, instructions, notes, design documents, programs, diagrams, descriptions of where information and other items are stored, and other Materials necessary and sufficient to enable a programmer reasonably skilled in the applicable programming language to Operate the software (including any third party Materials);
 - c. identification of and output or data files from authoring tools, technical descriptions of the configurations of development environments, and other materials used in the development of the software;
 - d. a sufficiently detailed description of the operational environment necessary to Operate the software and configuration files to enable the build of the software outside of the native development environment;
 - e. proprietary tools used for development and testing of the software;
 - f. a list of all third party Material used in connection with the development, testing, or other Operation of the software, including license details and keys, if permissible (or if not permissible, information required to obtain such licenses and keys);
 - g. information needed to stand up the infrastructure, environment and integrations represented by the then current implementation of the software so that Company Entities can replicate a full production copy of the software, including information needed to stand up applicable systems and resources.
40. **“EU Conflict Minerals Regulation”** has the meaning given in Section 18(G).
41. **“Field Service Action”** has the meaning given in Section 15(E)(ii).
42. **“Finances”** has the meaning given in Section 31.
43. **“Force Majeure Event”** has the meaning given in Section 32(Q).
44. **“ICC Rules”** has the meaning given in Section 32(L).
45. **“Incapable”** means that Supplier, or an officer of Supplier, notifies Buyer in writing that it has no personnel or insufficient personnel to perform all or any portion of the Purchase Order.
46. **“Income Taxes”** has the meaning given in Section 6(E).
47. **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, Trademark, trade secret, data, database protection, Know-How, moral rights, industrial design rights, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

48. **“Know-How”** means know-how, trade secrets, formulas, prototypes, specifications, directions, protocols, procedures, or other information.
49. **“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
50. **“Losses”** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
51. **“LTSA”** means any supply agreement entered into by the Parties or their Affiliates and that by its terms governs this Purchase Order.
52. **“Materials”** means drawings, designs, Specifications, Tooling, work product, works, equipment, drawings, blueprints, instruction sheets, plans, processes, techniques, models, prototypes, machines, fixtures, data, Know-How, methodologies, software, materials, and other information, documents, and objects.
53. **“MSDS”** has the meaning given in Section 18(F)(ii).
54. **“Nonconformity”** means any deviations from Specifications, the Purchase Order, any LTSA, or noncompliance with any Law or other defect. **“Nonconforming”** has a consistent meaning.
55. **“Notices”** has the meaning given in Section 32(F).
56. **“Obsolescence Issue”** means an issue wherein any part, component, or material used in the manufacture of the Products has or will have limited or no availability (such part, component, or material, an **“Obsolete Component”**) due to impending obsolescence of such part, component, or material or such parts, components or materials leaving production.
57. **“Operate”** means, with respect to any software, to understand, access, use, compile, execute, operate, maintain, test, improve, modify, create derivative works form, monitor, and integrate other systems and software with, such software.
58. **“OSN Portal”** means the Oshkosh Supplier Network Portal, which will be Jaggaer or EDI, in each case as determined by the Buyer.
59. **“Party”** means the Buyer or Supplier, as applicable. **“Parties”** has a consistent meaning.
60. **“Person”** means an individual, corporation, limited liability company, partnership, joint venture, trust, unincorporated organization or association, or other form of business enterprise.
61. **“Personal Data”** means any information that relates to an identified or identifiable individual or household, or that is otherwise regulated under any applicable privacy Laws.
62. **“PO Effective Date”** means the date on which the Purchase Order is accepted by Supplier.
63. **“PO Extension Term”** has the meaning given in Section 27(D)(iii).
64. **“PO Term”** means the term of the applicable Purchase Order.
65. **“PO Transition Period”** has the meaning given in Section 27(D)(iv).
66. **“Production”** means the production, manufacture, or assembly of Equipment.
67. **“Products”** means: (i) the equipment, parts, components, or goods ordered pursuant to this Purchase Order, together with any Custom Tooling for any of the foregoing, and/or (ii) services, as applicable. Products includes both Custom Products and Standard Products.

68. **“Production Product”** mean a Product that is used for the Production of Equipment.
69. **“Production Warranty Period”** means the date which the Product was delivered or supplied to the Buyer and extends for two (2) years after the date on which the Equipment incorporating the Product is delivered by the Buyer to its customer, but no later than three (3) years after the Product was initially delivered or supplied to the applicable Company Entity. If Supplier’s standard warranty to any Product continues beyond the above stated Production Warranty Period, then the Production Warranty Period for that Product shall be of the same duration as Supplier’s standard warranty. For Warranty Period requirements related to critical emissions components, reference the emissions regulations set forth by the Environmental Protection Agency (EPA) at the following link: Title 40 Subchapter U of the Code of Federal Regulations. If applicable, reference Exhibit for the specific Company Emissions Warranty Guidelines.
70. **“Purchase Order”** means the purchase order placed by Buyer to procure Products, which has been accepted by Supplier in accordance with these Terms and Conditions, and incorporates these Terms and Conditions by reference.
71. **“Receiving Party”** has the meaning given in Section 24.
72. **“Refused”** or **“Refuses”** means that Supplier discontinues performance of the Purchase Order for at least ten (10) Business Days, or for a period of time in the Company Entity’s discretion.
73. **“Remediation Efforts”** has the meaning given in Section 26.
74. **“Regulations”** has the meaning given in Section 18(H).
75. **“Representatives”** has the meaning given in Section 25.
76. **“RMA”** has the meaning given in Section 9(A).
77. **“Security Incident”** means any actual or reasonably suspected compromise to security, confidentiality, or integrity of the Products, or any Company Confidential Information, including: (i) the inadvertent, unauthorized, or unlawful disclosure, access, alteration, corruption, transfer, sale, rental, destruction, use or other processing of Company Confidential Information, or (ii) any breaches of or interference with any software or other technology that comprises or forms a part of the Products.
78. **“shipment”** and its cognates refer to any manner of shipment, whether by sea, air, or land, except where context expressly otherwise requires.
79. **“Shipping Instructions”** has the meaning given in Section 7(D)(ix).
80. **“Shortage Event”** means an event wherein Products are not, or will not be, available for purchase or delivery, or are not in fact going to be manufactured or delivered, in accordance with any agreed-upon lead times. A “Shortage Event” includes an Obsolescence Issue.
81. **“Source Code”** means the human readable source code for software, in the programming language in which such software was written, together with all related source code comments, flow charts, and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably skilled in such programming language to Operate such software.
82. **“Specifications”** means designs, technical standards, features, functionality, and other specifications that the Parties mutually agree in writing, including in any Purchase Order.
83. **“Standard Product”** means any Product produced by or on behalf of Supplier for Buyer that is not a Custom Product.
84. **“Standard Product IP”** means any and all Intellectual Property rights in and to the Standard Products, but excluding, for the avoidance of doubt, any Buyer IP.
85. **“Supplier”** has the meaning given in the preamble.

86. **“Subcontractor”** any direct or indirect contractor, subcontractor, service provider, or vendor of Supplier, including any tier supplier.
87. **“Supplier Materials”** means Supplier Pre-Existing Materials and Standard Products.
88. **“Supplier IP”** means the Supplier Pre-Existing IP and the Standard Product IP.
89. **“Supplier Pre-Existing IP”** means any and all Intellectual Property Rights in and to the Supplier Pre-Existing Materials.
90. **“Supplier Pre-Existing Materials”** means all Materials provided or used by or on behalf of the Supplier (including by any Subcontractor) in connection with the development of the Products, in each case that are developed or acquired by or on behalf of the Supplier or any Subcontractor outside the scope of this Agreement, and in each of the foregoing cases without reference to or use of any Buyer Materials or Company Confidential Information.
91. **“Supplier Standards Guide”** means the Supplier Standards Guide, available at <https://osn.oshkoshcorp.com/supplier-resources/standards-guide>, as amended from time to time, but excluding the Terms and Conditions.
92. **“Taxes”** means any taxes, fees, duties, tariffs, customs, assessments, or other charges which may be imposed by any government entity or authority in connection with this Purchase Order.
93. **“Terms and Conditions”** has the meaning given on the first page of this document.
94. **“Third Party Claims”** means any Claim by any Person other than the Company Entities or Supplier, including any Claim by any governmental agency or entity.
95. **“Third Party Materials or IP”** means any Intellectual Property Rights or Materials belonging to any third party.
96. **“Tooling”** means, collectively, all prototype and production tooling, dies, fixtures, gauges, jigs, patterns, castings, cavities, molds, and documentation (including engineering specifications and test reports) used in connection with the manufacture of the Products, together with any related software, accessions, attachments, parts, appurtenances, accessories, substitutions, refurbishments, repairs, modifications, replacements, and appurtenances thereto.
97. **“Trademark”** means all U.S. and foreign trademarks, service marks, trade dress, trade names, brand names, logos, symbols, trade dress, corporate names and domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered.
98. **“Transition Agreement”** has the meaning given in Section 27(D)(ii).
99. **“United States”** means the United States and its territories and possessions.
100. **“USML”** has the meaning given in Section 18(N).
101. **“Warranty Period”** means (i) with respect to Production Products, the Production Warranty Period, and (ii) with respect to Aftermarket Parts, one (1) year the time period beginning on the date on which the Product was delivered or supplied to Company Entity’s customer or, if longer, the date required by applicable Law.

**Schedule 2:
Escrow**

With respect to any Escrowed Software, Supplier will comply with the terms of this Exhibit 5 and will enter into an Escrow Agreement that reflects the terms and conditions set forth herein.

1. Escrow Agreement; Escrow Period. Commencing on the Effective Date, Supplier shall keep and maintain Escrow Materials in escrow with NCC Group Escrow Associates LLC or another third-party commercial escrow agent designated by Buyer (the “**Escrow Agent**”), pursuant to an escrow agreement, approved by Buyer, by and among Supplier, Buyer, and the Escrow Agent (the “**Escrow Agreement**”). Such Escrow Agreement shall include, at Buyer’s option (and at the level at which Buyer elects), testing and verification services for the Escrow Materials and Supplier agrees to grant and otherwise provide to the Escrow Agent in the Escrow Agreement all rights and cooperation necessary and sufficient to facilitate regular testing and verification of the Escrow Materials. The term of the Escrow Agreement (the “**Escrow Period**”) will be the duration of the PO Term and any PO Transition Period thereafter. Throughout the Escrow Period, the Parties shall ensure that the foregoing Escrow Agreement or a replacement agreement acceptable to both Parties, but at a minimum containing terms consistent with the terms of this Schedule 2, is maintained and in effect.
2. Pre-Delivery Testing of Escrow Materials. Supplier will conduct testing prior to delivery of each version of the Escrow Materials to the Escrow Agent to ensure that the Escrow Materials achieve all Specifications and otherwise can be Exploited in accordance with this Agreement, including the licenses granted in this Schedule 2 and in the Terms and Conditions. Supplier will cooperate fully with Escrow Agent in any testing or verification of the Escrow Materials. Supplier will ensure that the Escrow Materials are deposited, located, kept and maintained in the United States.
3. Change to Source Code; Maintenance of Escrow Materials. When a change is made to the Source Code of the Escrowed Software or any items that would qualify as Escrow Materials for such Escrowed Software during the term of the escrow agreement, the revised Escrow Materials, including the change, shall be delivered by Supplier to the Escrow Agent not later than ten (10) days after the change is effected.
4. Present License to Escrow Materials. In addition to and without limiting any other rights or licenses under this Agreement or the applicable Purchase Order, Supplier hereby grants to the Company Entities a world-wide, fully paid-up, royalty-free, perpetual, non-exclusive, irrevocable, sublicenseable (through multiple levels), non-transferrable (except to the extent permitted pursuant to Section 32(C) license to Exploit the Escrow Materials.
5. Release Events. The Escrow Agreement will require the Escrow Agent to immediately release the Escrow Materials to the Company Entities, without any delay or any prior notices, consents or approvals, upon Company’s determination of the occurrence of any one or more of the following events or Buyer’s notification to Escrow Agent that any one or more of the following has occurred (the “**Release Events**”), each without limitation to one another:
 - A. All or any material part of the source code for the Escrowed Software is generally made available by Supplier, with or without additional cost, to users of such Escrowed Software other than Buyer.
 - B. Supplier ceases, for any reason, to do business in the normal course or ceases its ongoing business operations.
 - C. Supplier is in breach of the Agreement or any Purchase Order in whole or in part.
 - D. Supplier or any Supplier Affiliate or Subcontractor discontinues, for any reason to provide (in full or material part) the maintenance or support of all or any part of the Escrowed Software for a period of time as determined by Company Entity.
 - E. To the extent permitted by applicable Law, bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or similar proceedings are instituted by or against Supplier, or any Subcontractor providing services with respect to the Escrowed Software, or all or any substantial part of its or their property under any Federal or state Law, or Supplier has made a general assignment for the benefit of its creditors or Supplier transfers all or substantially all of the assets associated with or set forth in this Purchase Order to a third party.
 - F. To the extent permitted by applicable Law, the Purchase Order is rejected in any bankruptcy or insolvency proceeding.

- G. Any actual transfer or assignment of the Purchase Order by Supplier in violation of the restrictions on assignment in the Purchase Order.
 - H. Any Change of Control of Supplier.
 - I. Buyer determines that Supplier is Incapable of providing, maintaining or supporting Products or the Escrowed Software, or Refuses to provide, maintain or support Products or the Escrowed Software.
 - J. Any Force Majeure Event.
6. Escrow Testing Requirements. Within one hundred twenty (120) days after the Effective Date, Supplier will develop, submit to Buyer for approval and, upon Buyer approval, implement and manage, a written testing plan, which plan will include a requirement for escrow testing no less than twice each year with Buyer's and the Escrow Agent's participation, to ensure the uninterrupted Commercialization of Equipment upon any Release Event (the "**Escrow Test Plan**"). Supplier will update and test the operability of such Escrow Test Plan twice annually (and provide Buyer and the Escrow Agent with copies of such test results) (the "**Escrow Test**"). The Escrow Agent or, at Buyer's option, any Company Entity, will have the right to participate in and observe the foregoing Escrow Test. Within fourteen (14) days after the completion of an Escrow Test, Supplier shall provide Buyer and the Escrow Agent with a comprehensive report, including the results achieved from the Escrow Test, a comparison of the results to the objectives and goals identified in the respective Escrow Test Plan, and a plan and schedule to correct any issues identified during the Escrow Test. Supplier will remediate any issues identified within five (5) days of completion of the applicable Escrow Test, including by updating the Escrow Materials to the extent revisions are required as a result of the applicable Escrow Test, and will perform a confirmatory Escrow Test, to demonstrate and verify that all such issues have been resolved and that the Escrowed Materials are functional and comply with the requirements set forth herein. Supplier shall promptly provide the results of the confirmatory Escrow Test to Buyer.
7. Post-Release Support Requirements. Following the release of the Escrow Materials to the Buyer, Supplier shall ensure that sufficient Supplier employees train, advise and consult with Buyer to enable Buyer to Exploit the Escrow Materials.
8. Escrow Costs. Supplier will pay all undisputed costs invoiced by the Escrow Agent to Supplier, directly to the Escrow Agent, for the Parties to establish and maintain the Escrow Agreement in accordance with the terms set forth herein and therein and to Operate, test, and verify the Escrow Materials. For the avoidance of doubt, Buyer will not be responsible for any fees or charges associated with the escrow, including any testing or verification of the Escrow Materials. At Buyer's request, Supplier will provide copies of Escrow Agent invoices, proof of payment of such invoices, and any other information related to the escrow arrangement and the Escrow Agent that Buyer may request.
9. Escrow Audit Right. The Parties further agree that the Escrow Agreement shall provide the Buyer, and the Escrow Agent with the right to audit and inspect the escrow account in order to verify Supplier's compliance with the requirements set forth herein and in the Escrow Agreement. Supplier shall pay the costs associated with such audit.
10. Other Obligations to Deliver Source Code. For the avoidance of doubt, Supplier's escrow obligations in this Schedule 2 are separate from, and do not limit, Supplier's other obligations to provide Source Code to any Company Entity under or in connection with this Agreement or any Purchase Order.

**Schedule 3:
Insurance**

OSHKOSH CORPORATION INSURANCE REQUIREMENTS

Supplier, and any Subcontractor will, at all times during performance of this Purchase Order, maintain the following types of insurance with limits of coverage not less than those set forth below. In no way do these insurance requirements modify, reduce, or limit the Supplier's liability or obligations under this Purchase Order. Without limiting the foregoing, in no way do these insurance requirements modify, reduce, or limit Supplier's obligation to defend and indemnify the Company Indemnitees under this Purchase Order, or otherwise. Supplier and each Subcontractor shall, at their sole expense, maintain the following insurance:

PROPERTY COVERAGE

Supplier and each Subcontractor will insure the materials, inventory, and other property of Buyer in its care, custody, and control for full replacement cost coverage. Limits must equal the full replacement cost of all materials, inventory, and other property.

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

- Oshkosh Corporation and its Affiliates shall be included as an additional insured.
- Supplier's coverage is primary with respect to all insureds and additional insureds
- Waiver of Subrogation in favor of Oshkosh Corporation and its Affiliates

AUTOMOBILE LIABILITY - Coverage with coverage limits equal to or greater than the following:

Combined Single Limit - Any Automobile	\$1,000,000
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- Oshkosh Corporation and its Affiliates shall be included as an additional insured.

UMBRELLA

Provide coverage over the Commercial General Liability, Automobile Liability and Employers Liability policies.

Per Occurrence	\$4,000,000
Aggregate	\$4,000,000

- Oshkosh Corporation and its Affiliates shall be included as an additional insured.

WORKERS COMPENSATION

Coverage A - Statutory Benefits
Coverage B - Employers Liability

Bodily Injury by Accident - Each Accident	\$500,000
Bodily Injury by Disease - Policy Limit	\$500,000
Bodily Injury by Disease - Each Employee	\$500,000

Coverage C - Other States

- Waiver of Subrogation in favor of Oshkosh Corporation and its Affiliates

If applicable to the professional services or types of product/service being provided to the Buyer, then the following insurance is required:

PROFESSIONAL LIABILITY AND ERRORS & OMISSIONS COVERAGE

Coverage for errors & omissions when providing professional services

Each Claim	\$5,000,000
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ANY PRINTED COPIES OF THESE TERMS AND CONDITIONS ARE UNCONTROLLED COPIES AND MAY BE OUTDATED. IT IS THE RESPONSIBILITY OF SUPPLIER TO VERIFY THAT IT IS IN COMPLIANCE WITH THE LATEST REVISION OF THESE TERMS AND CONDITIONS AS POSTED ON THE OSHKOSH PROCUREMENT WEBSITE OSN.OSHKOSHCORP.COM

Policy Limit	\$5,000,000
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CYBER LIABILITY COVERAGE

Coverage for multimedia liability, security and privacy breaches, regulatory action, network interruption, event management, cyber extortion, and reputation impacts.

Each Claim	\$5,000,000
Policy Limit	\$5,000,000

If any of Buyer's vehicle(s), apparatus or finished goods are left in Supplier's care, custody, or control, with Supplier attending, servicing, repairing, parking, or storing any of Buyer's vehicle(s), apparatus, or finished goods, then the following garage liability coverage and garage keepers and dealers physical damage – comprehensive/collision/dealer's driveaway insurance is required:

GARAGE LIABILITY COVERAGE

Each Occurrence	\$1,000,000
Each Occurrence other than Auto	\$1,000,000
Aggregate other than Auto	\$2,000,000

- Symbol 21 should be used to designate any Auto coverage
- Supplier / Subcontractor's General Liability coverage should be primary and non-contributory
- Oshkosh Corporation and its Affiliates shall be included as an additional insured.

Note: Subject to approval of Oshkosh Corporation, the Garage Liability policy can be expanded to include General Liability. Garage keepers must be written separately if this is done.

GARAGE KEEPERS AND DEALERS PHYSICAL DAMAGE - COMPREHENSIVE / COLLISION / DEALER'S DRIVEAWAY

Comprehensive - Each Location	\$1,000,000
Collision - Each Location	\$1,000,000

- Symbol 30 should be used to designate vehicles or apparatuses left with Supplier for service, repair, storage, or safekeeping
- Coverage to apply to Oshkosh Corporation and its Subsidiaries vehicles or apparatus in Supplier's possession both at or away from Supplier's business location
- Coverage should be Direct-Excess
- \$1,000,000 Dealer's Drive Away Collision coverage

ADDITIONAL REQUIREMENTS

The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance.

Supplier shall provide at Oshkosh Corporation's request certificates of insurance evidencing the coverages, limits, and provisions specified above on or before the acceptance of the Purchase Order, and thereafter upon the renewal of any of the policies. Supplier and its Subcontractors will maintain insurance in the types and minimum amounts specified above with insurance carriers that have an AM Best Rating of no less than "A-XII", authorized to do business in the locations where the applicable services/goods are being performed or provided. Supplier shall require all insurers to provide Buyer with at least thirty (30) days' advanced Notice of any cancellation or nonrenewal or reduction in the amount or scope of the insurance policies maintained in accordance with the requirements of these Terms and Conditions. Certificate Holder shall read as follows:

Oshkosh Corporation and its Subsidiaries
1917 Four Wheel Drive
Oshkosh, WI 54902