

MANITOU GROUP
PURCHASE ORDER
TERMS AND CONDITIONS

PURCHASE ORDERS ISSUED BY MANITOU EQUIPMENT AMERICA, LLC OR MANITOU NORTH AMERICA, LLC (“PURCHASE ORDER” OR “PURCHASE ORDERS”) ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Definitions: The term “Buyer” means Manitou Equipment America, LLC or Manitou North America, LLC, or related subsidiary(ies) or affiliate(s) executing this Purchase Order. The term “Seller” means any individual, corporation, or other entity performing the Services purchased by Buyer pursuant to this Purchase Order. The term “Services” means all services furnished by Seller and purchased by Buyer under this Purchase Order, and includes all ancillary goods, products and materials provided by Seller to Buyer under this Purchase Order. The term “Goods” means the items, materials, equipment, services, software, tooling and/or parts supplied pursuant to this Purchase Order.

Offer and Acceptance: This Purchase Order is an offer to enter into a contract. This Purchase Order may be revoked, amended or modified at any time prior to Seller’s acceptance. Any of the following acts may constitute Seller’s acceptance of this Purchase Order and these Terms and Conditions: a) Seller’s execution and return of the acknowledgement copy of this Purchase Order or Seller’s own acknowledgement form; b) Seller’s commencement of performance pursuant to this Purchase Order; c) Seller’s delivery of any of the materials subject to this Purchase Order; or d) Seller’s acceptance of any payment pursuant to this Purchase Order. Acceptance of this Purchase Order is expressly limited to and conditioned upon these Terms and Conditions, which cannot be altered nor amended without the Buyer’s express written consent. Acceptance of this Purchase Order shall be binding upon Seller and Seller’s successors and assigns. This form supersedes any other Seller acknowledgements or forms, and in the event of any conflict or inconsistencies between the Terms and Conditions of this Purchase Order and any other Seller acknowledgements of forms, the Terms and Conditions contained in this Purchase Order shall control and govern.

Term: The term of this Purchase Order begins and ends on the dates set forth on the face of the Purchase Order, unless Buyer terminates the Purchase Order as allowed by the termination provision of this Purchase Order.

Price: Prices stated in this Purchase Order are complete and no additional charges of any type shall be added without Buyer’s express written consent. Prices shall include and Buyer agrees to pay all excise, sales, use, transfer or other taxes, federal, state and local, in connection with the sale or delivery of the materials to Buyer. In the event Seller reduces prices for materials identified in this Purchase Order during the term of the Purchase Order, Seller agrees to reduce the prices in a current Purchase Order accordingly. Seller warrants that the prices set forth in this Purchase Order are not less favorable than those currently extended to any other customer for the same materials, in like quantities and under similar circumstances.

Setoff: All claims for money due or to become due to Seller from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.

Packaging and Shipment: All materials shall be packaged, marked and otherwise prepared for shipment by Seller in suitable containers in accordance with the freight provider’s packaging guidelines (example https://www.ups.com/packaging/?loc=en_US). Seller shall mark on containers all necessary handling, loading and shipping instructions. An itemized packing list shall be included with each shipment. Seller shall pay all costs of packaging in delivering materials to Buyer’s premises identified on the Purchase Order. All packages and packaging used in shipments into the United States must comply with the international standard for wood packaging material (WPM). (<https://www.ippc.int/en/publications/640/>)

Delivery: Time is of the essence on any Purchase Order. Unless otherwise agreed by Buyer in writing, Seller’s failure to effect conforming delivery shall entitle Buyer to revoke any acceptance, to cancel the Purchase Order without liability to Seller, to receive a full refund of any amounts paid, to purchase substitute materials elsewhere, to return at Seller’s risk and expense all or any part of a nonconforming delivery and to hold Seller accountable for any loss or additional costs incurred. Buyer’s receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy Buyer may have under this Purchase Order or under applicable law. If, in order to comply with Buyer’s required delivery date, it becomes necessary for Seller to ship by a more expensive method than specified in this Purchase Order, any increase in transportation costs resulting therefrom shall be paid by Seller, unless the necessity for such rerouting or expedited handling has been caused by Buyer.

Purchasing Changes: Buyer may, at any time and from time to time, by written notice to Seller, make changes in specifications, designs, drawings, method of packing or shipment, quantity ordered, destinations and delivery schedules and Seller shall immediately comply therewith. If any such change causes a material increase or decrease in Seller’s cost or the time for performance, an equitable adjustment shall be made to the price or delivery schedule, or both. Any claim by Seller for adjustment under this Section shall be deemed waived unless made in writing within 10 days after receipt of written notice by Buyer of the change. No change, modification or revision of this Purchase Order shall be binding upon Buyer unless signed in writing by Buyer. Nothing contained in this Section shall excuse Seller from diligently proceeding with the order as changed.

Cancellation: Buyer may, by written notice to Seller, cancel the whole or any portions of this Purchase Order in the event of the following: proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Seller; the appointment, with or without Seller’s consent, of any trustee or receiver for any substantial portion of Seller’s assets; any assignment for the benefit of Seller’s creditors; or Seller’s breach of any provisions contained in any Purchase Order. In the event of any such cancellation, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, products comparable to the materials covered by this Purchase Order so terminated, and Seller shall be liable to Buyer for any excess cost of such comparable materials. In the event of any such cancellation, Buyer may require Seller to deliver to Buyer in the manner and to the extent directed by Buyer, any completed or partially completed materials against Buyer’s payment of the portion of the price properly allocable to such materials. Seller shall continue performance of this Purchase Order to the extent not canceled. Except to the extent specifically set forth herein, Buyer shall have no obligation or liability to Seller in respect of the canceled portion of this Purchase Order. Buyer’s rights set forth in this Section shall be in addition to Buyer’s other rights in the event of Seller’s default. All of Seller’s obligations set forth in this Purchase Order shall survive the cancellation, termination or completion of this Purchase Order.

Force Majeure: Buyer may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such materials at the direction of the Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Seller’s direct additional costs in holding the materials or delaying performance of any Purchase Order at Buyer’s request. Causes beyond Buyer’s control shall include government action or failure of the government to act where such action is required, terrorism, war, strike or other labor trouble, fire or unusually severe weather.

Duty Drawback Rights: This Purchase Order includes all related customs duty and import drawback rights (including rights developed by substitution and rights which may be acquired from Seller’s suppliers) if any, which Seller can transfer to Buyer. Seller shall inform Buyer of the existence of any such rights and upon request, supply such documents as may be required to obtain such drawback.

Title and Risk of Loss: Title and risk of loss for materials purchased, which conform to this Purchase Order, shall pass to Buyer upon receipt and acceptance by Buyer, per the delivery terms on the Purchase Order. Title to and risk of loss for nonconforming materials provided to Buyer by Seller shall remain with Seller.

Overages and Shortages: Except in the sole discretion of Buyer, overages or shortages specified in this Purchase Order will not be accepted and such overages or shortages will be held at Seller’s risk. Buyer shall have no obligation to keep or preserve any overages or shortages of Goods delivered by Seller. Buyer may, and at

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Seller's risk shall, return overages or shortages at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

Services Warranty: Seller shall perform the Services, in a professional and workmanlike manner, and in conformity with the specifications set forth in the Purchase Order. Seller warrants that all reports, plan and deliverables provided by Seller under this Purchase Order will be complete and accurate, and conform to all specifications and criteria provided by Buyer. Seller also represents and warrants that it shall provide sufficient employees or personnel to perform the Services within the application time frames agreed to by the parties and that such employees have sufficient skill, knowledge and training to perform the Services. Time is of the essence in the performance of this Purchase Order. Seller warrants that

- (a) Seller and the Services will not be in violation of any applicable law, rule or regulation and Seller will have obtained any permits or licenses required to comply with such laws and regulations,
- (b) the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright or patent rights,
- (c) Seller will not transfer or process personal information under this Purchase Order in a manner that necessitates Buyer to obtain consent for the transfer or processing of personal information under applicable law, and
- (d) Seller is not subject to and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Purchase Order.

These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Any exclusion or limitation of liability clause or any other clause restricting, in any manner whatsoever, Buyer's remedies in documents of Seller, or otherwise, are hereby objected to and rejected. In the event Buyer notifies Seller of any nonconformity with respect to the warranties set forth in this section, Seller shall, at its own expense, promptly re-perform the Services or correct such nonconformity as necessary to bring the deliverable into conformity with the applicable specifications (such specifications are to be mutually agreed upon by the parties pursuant to the Purchase Order). Seller's curative efforts are to be completed within the applicable "Cure Period" which shall be fifteen (15) business days, unless a different period is set forth in the Purchase Order. In the event Seller is unable to cure such nonconformity within the Cure Period, then Buyer may immediately terminate the applicable Purchase Order. All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the Services and completion, termination or cancellation of this Purchase Order.

Goods Warranty: Seller expressly warrants that all Goods covered by this Purchase Order will conform to the standards, specifications, drawings, samples, models, 3-D geometry or other description furnished or expressly adopted by Buyer, and will be of good material and workmanship, and free from defects, including defect in design (if Seller's design) and, if custom-designed by Seller for the application specified by Buyer, be comparable in quality to similar custom-designed goods sold for similar applications, and if the Goods are not ordered to Buyer's specifications, Seller further warrants that they will be of merchantable quality and fit and sufficient for the purpose intended. Seller further warrants that so long as Buyer is paying maintenance fees for Goods, the Goods will conform to all operational and functional capabilities and features as set forth in the specifications and will be free of defects that affect the performance of such features. Seller agrees to replace or correct defects of any materials not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such conformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming materials promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such materials and charge Seller for the cost incurred by Buyer in doing so. Seller further warrants that all Goods, products and materials furnished as part of the services will comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, orders, and ordinances, including, without limitation, all environmental and occupational health and safety laws and industry standards and Purchaser's specifications that restrict or prohibit certain chemical compounds as specified in the ECHA published list of substances that are candidates for authorization. ([List of substances of very high concern for Authorization](#)) ECHA has also published a 4th recommendation on 10 priority substances to be included in appendix XIV. ([ECHA - Annex XIV](#)) Manitou requires our supplier-base to inform us whether some of our articles or components supplied by your firm contain substances on the candidate list and in what proportion or concentration (1 ton or more per year, over 0.1% m/m). Seller also warrants that its' manufacturing processes of all Goods comply with all current industry safety standards, including labeling requirements and adequate warnings as required.

Emissions Warranty: If Goods contain emissions-related components, Seller shall timely provide to Buyer, for inclusion into its operator's manuals, emission-related warranty and maintenance instructions approved and/or required by governmental authorities for the Goods. Should Seller fail to do so, Buyer may include in its operator's manuals an emissions-related warranty and maintenance instructions. The emissions-related warranty provided by Seller shall be provided in accordance with applicable government laws and regulations, including but not limited to, the U.S. Clean Air Act, U.S. Environmental Protection Agency and California Air Resource Board engine exhaust emission regulations, 40 CFR 1051.120; 1054.120; 1039.120; and, 13 CCR 2425, as they may be amended. Seller shall reimburse Buyer for costs Buyer incurs in performing emissions-related warranty work on the Goods.

Inspection: All Sellers are required to inspect materials delivered pursuant to Purchase Orders before delivery and, upon request of Buyer, to provide inspection records for materials delivered pursuant to Purchase Orders. Buyer shall have the right to inspect delivered materials and reject any and all of said materials which, in Buyer's judgment, are defective or nonconforming. Materials rejected, and materials supplied in excess of quantities set forth in this Purchase Order may be returned to Seller at Seller's expense and shall not be replaced without Buyer's written authorization. Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping materials in the event Buyer receives materials whose defects or nonconformity are not apparent upon initial examination. Payment for materials delivered to Buyer pursuant to this Purchase Order shall not constitute acceptance of such materials.

Manufacturing Changes: Seller shall give Buyer not less than ninety (90) days prior, written notice of any specification, design, part, number or other identification changes, or any major changes in process of procedure or changes in the location of the manufacturing plant or place where Seller performs any of its obligations under this Purchase Order if any such changes may affect the Goods.

Termination for Convenience of Buyer: Buyer reserves the right to terminate this or any Purchase Order or any part thereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

Delays: If Seller fails or refuses to proceed with this Purchase Order, Buyer may cancel the then remaining balance of this Purchase Order unless the delay is an "excusable delay" as hereinafter defined. An "excusable delay" shall not constitute a default under this Purchase Order. The term "excusable delay" as used in this Section means any delay in performing the Services or providing the Goods which results without fault or negligence of Seller and which is due to causes beyond its control including, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, and delays of a party's supplier due to such causes. For greater certainty, "excusable delay" does not include any strike, lock-out, labor dispute or inability to obtain labor, utilities, services or raw materials. Each party shall promptly notify the other of any such delay and the cause thereof.

Indemnification: Seller shall, at its expense, protect, defend, hold harmless and indemnify Buyer, its subsidiaries, affiliates, authorized dealers and distributors and their officers directors, employees, agents, successors, assigns, and customers (collectively, "Indemnitees"), from and against any and all claims, suits, allegations, judgements, actions, liabilities, losses, damages, costs and expenses, including, but not limited to, attorneys' fees and expenses (the "Loss") arising out of, resulting from, related to or associated with:

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- (a) Any claim or allegation that Buyer or its Indemnitees use, sale, offer for sale, manufacture, or import of any deliverable created during the performance of the Services by Seller, including without limitation any applicable work of authorship, drawings, and marketing materials that infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. If the use, sale, manufacture, or import of any such deliverable created during the performance of the Services or delivery of the Goods by Seller is enjoined as a result of such claim, Seller, at no expense to Buyer, shall obtain for Buyer and its Indemnitees the right to use, sell, manufacture, or import any such deliverable and extend this indemnity thereto. In no event shall Seller enter into any settlement without Buyer's prior written consent;
- (b) Seller's negligence, strict liability or other claim involving the design, manufacture, material and/or workmanship of the Goods and/or Services or deliverables or the warnings or lack thereof;
- (c) The willful or negligent acts or omissions on the part of the Seller, of its employees, workers, subcontractors, agents, successors and assigns, including, but not limited to injury or death to any person as well as damage to any property except as may result solely from the willful or negligent acts of Buyer;
- (d) A possible data breach
- (e) Seller's breach of this Purchase Order; and/or
- (f) Seller's possession, use, repair or maintenance of the Property under this Section.

Indemnification Procedure: Failure of Buyer to discover and/or remedy the act(s) or omission(s) in the previous Section shall not excuse Seller from this obligation. Buyer shall promptly notify Seller in writing of the Loss. Buyer shall cooperate in, but not be responsible for the investigation and defense of the action in respect of the Loss or for any costs and expenses associated therewith. Should Seller fail to assume its obligation hereunder, Buyer shall have the right, but not the obligation, to defend itself and to thereafter require Seller to reimburse and indemnify Buyer for any and all costs and expenses, including legal fees, paid by Buyer in connection therewith. Buyer shall have the right to manage any data breach response. This Section and the previous Section shall survive termination, cancellation or expiration of this Purchase Order.

Insurance: Seller shall maintain with an insurance company or companies Comprehensive General Liability Insurance (including liability hereunder) in the minimum amount of USD\$2 million. At Buyer's request, a certificate of such insurance shall be filed with Buyer and shall provide for 10 days' prior written notice to Buyer of cancellation or material change. Liability insurance limits shall not be construed to limit our right of indemnity hereunder.

Compliance with Laws: Seller shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of this Purchase Order, including, without limitation, the Occupational Safety and Health Act, the Fair Labor Standards Act of 1938, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and Executive Order 11246, as amended by Executive Order 11375. At Buyer's request, Seller shall provide appropriate certificates of compliance. Seller shall obtain all permits or license required in connection with the manufacture, sale, shipment and installation of the materials described on any Purchase Order. If in connection with the materials to be delivered under any Purchase Order, Seller is required to comply with the Occupational Safety and Health Act's hazardous communications standard (48 Fed. Reg. 53280 (1983)), Seller agrees to provide Buyer with copies of the applicable Material Safety Data Sheets at the time of delivery to you of the products ordered hereunder which require such compliance, and any updates of such sheets required to be delivered by Seller to Buyer under such laws and regulations.

Products Safety Notification: Seller will immediately notify Buyer by telephone (followed by written confirmation within 24 hours) of any materials sold hereunder which contain a defect which could create or present a substantial risk to the health of or injury to the public or to the user when used by Buyer within the scope of its intended purpose.

Welder Qualifications: All welded components must be welded by qualified welders and evidence of qualification shall be presented by Seller to Buyer Quality Assurance prior to production of materials for any Purchase Order.

Assignments and Subcontracting: No part of this Purchase Order may be assigned or subcontracted without the prior written approval of Buyer.

Severability; Remedies; Waiver: In the event that any one or more provisions contained in any Purchase Order shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby. The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Buyer's failure to enforce, or waiver of a breach of, any provision of this Purchase Order shall not constitute a waiver of any other breach or of such provision.

Proprietary Information/Confidentiality/Advertising: Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing under any Purchase Order, unless Seller obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications or other documents prepared by Seller for Buyer in connection with any Purchase Order. Seller shall not advertise or publish the fact that Buyer has contracted to purchase materials from Seller, nor shall any information relating to the order be disclosed without Buyer's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto, except such rights as may exist under patent laws.

Intellectual Property: Seller represents and warrants that materials delivered pursuant to this Purchase Order do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any proprietary, intellectual property, industrial property, contract or other right held by any third party. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers or other vendors for alleged patent infringement as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of materials furnished hereunder, and Seller further agrees to indemnify Buyer, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney fees resulting from any such suit or proceeding, including any settlement. Buyer may be represented by or actively participate through its own counsel in any such suit or proceeding, if it so desires and the cost of such representation shall be paid by Seller.

Tools and Equipment: All tools, dies, molds, patterns, jigs, masks and other equipment and materials furnished by Buyer to Seller or paid for by Buyer, directly or indirectly, and any replacements shall remain our property. Seller shall safely store such property separately from Seller's property, shall plainly identify such property as Buyer's property and shall not use, in any other manner whatsoever, such property except in filling this or other Purchase Orders for Buyer. All such property shall be held at Seller's risk, shall be insured by Seller at its expense for an amount equal to its replacement cost and with Buyer named as loss payee and shall be returned promptly to us or our designee upon the earlier of our request or the termination or completion of this Purchase Order.

Bailment: Machinery, equipment, tools, jigs, dies, patterns, drawings, specifications and samples furnished to Seller or Buyer on other than a charge basis, or which are separately billed to Buyer ("Property"), shall be held by Seller as Bailee. Upon the completion of this Purchase Order, all such Property shall be returned to Buyer or otherwise satisfactorily accounted for by Seller. Seller, at its expense, shall insure all such Property for the reasonable value thereof against loss or damage of any kind.

Responsible Purchasing Charter: Seller shall comply with the Manitou Responsible Purchasing Charter which can be found at www.Gehl.com.

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Prohibition of Use of Buyer's Name and Trademarks: Seller shall not use the name of Manitou Equipment America, LLC, Manitou North America, LLC, and any affiliates or derivations, trademarks, trade dress, logos or the equivalent thereof in advertising or sales materials or in any other manner whatsoever without prior express written approval of Buyer. Such prohibition includes, without limitation, the following:

- (a) Seller shall not refer to the existence of this Purchase Order with Buyer's prior express written approval;
- (b) Seller is allowed to use the name Manitou strictly pursuant to meeting Seller's unilateral disclosure obligations imposed by regulatory bodies, such as the SEC;
- (c) Seller is not allowed to make any statement or representation whatsoever regarding Buyer's opinion of Seller's company, Goods or Services without Buyer's prior express written approval; and
- (d) If Buyer provides prior express written approval for the use of its name, Buyer further reserves the right to revoke the use of its names at any time.

Supply Chain Shipment Security: Seller shall implement security measures to ensure the safe and secure transportation of Goods throughout the supply chain and adhere to all applicable security requirements of the country in which it operates. If Seller ships Goods into the United States, Seller shall adhere to U.S. Customs requirements outlined at the following websites: <https://www.cbp.gov/document/publications/importing-united-states> & <https://www.cbp.gov/trade/basic-import-export/importer-exporter-tips>.

Governing Law: This Purchase Order shall be considered as executed in and shall be construed in accordance with the laws of the State of Wisconsin.

Right to Audit Clause: Buyer shall have the right to perform audits from time to time of Seller's costs and other items related to the terms of this Purchase Order. Seller shall, upon reasonable request and during reasonable business hours, make available for examination and reproduction to Buyer and its duly authorized agents, such books, records, and invoices of Seller as may be necessary to perform an audit pursuant to this Section. Such audits may be performed while this Purchase Order is in effect or within one year after its termination.

Anti-Bribery: Seller (which for purposes of this Section shall include all of its employees, agents and affiliates) agrees that it will not bribe, attempt to bribe, or accept bribes from, any government officials or employees, public international organizations, politicians, political parties, or private individuals or entities. Seller acknowledges and agrees that it is familiar with and will abide by the anti-bribery laws in the countries in which it does business (which may include, among others, laws promulgated under the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials, the UN Convention Against Corruption, the U.S. Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act). Seller also agrees it will not take any action that would cause Buyer to be in violation of the FCPA, the UK Bribery act, or other anti-bribery laws. Seller attests that it is taking similar actions with its supply base to ensure compliance with anti-bribery laws.

Seller agrees that its books records, and accounts shall accurately and properly reflect any and all payments by, and transactions of, Seller and that it shall maintain an adequate system of accounting. Buyer shall have the right to periodically audit Seller's books and records. Seller further agrees that it shall not make facilitation payments on behalf of Buyer.

If Seller discovers that it has violated any of the provision in the Section. Seller shall immediately notify Buyer and cooperate with any investigations by Buyer. Seller agrees that, in addition to Buyer's termination rights otherwise set forth in this Purchase Order, Buyer may immediately terminate this Purchase Order in the event of a violation of this provision by Seller and, further, Buyer shall not be required to make any payments to Seller that might otherwise be due if such payments are related to a transaction in which Seller has violated this Section. Furthermore, if Buyer is penalized for failing to prevent a person from bribing on Buyer's behalf based on Seller's actions, Seller shall, unless prohibited by applicable law, reimburse Buyer for any fines or penalties levied against Buyer in connection with such violation.

Conflict Minerals: Seller shall timely assist Buyer with governmental requirements related to conflict Minerals (as defined herein), including:

Providing all documentation, declarations or certificates reasonably required by Buyer;

- (a) Undertaking reasonable due diligence with its supply chain to determine the chain of custody and origin of the Conflict Minerals, including developing policies and management systems to use Conflict Free Minerals and making these requirements apply to its direct suppliers and sub-tier suppliers and requiring them to do the same with lower tiers of suppliers;
- (b) Taking measures to purchase parts, components or materials from direct suppliers and sub-tier suppliers who source minerals for their products from smelters or refiners validated as being Conflict Mineral Free in accordance with a nationally or internationally recognized due diligence framework;
- (c) Complying with information requests on the source and origin of conflict minerals in the Goods, components and materials provided to Buyer; and
- (d) Maintaining chain of custody data for five years and providing same to Buyer upon request.

As used in this Section, the term "Conflict Materials" means minerals identified by Buyer and mined in countries of armed conflict and human rights abuses, including but not limited to, the Democratic Republic of the Congo and/or its adjoining countries (collectively, the "Covered Countries"). The term "Conflict Free Minerals" means conflict minerals that do not directly or indirectly finance or benefit armed groups in Covered Countries.

Notices: Any notice required or permitted under this Purchase Order by Seller shall be in writing and shall be delivered via first class, postage prepaid, mail or courier addressed to: VP-Sourcing & Supply Chain, Manitou America Equipment, One Gehl Way, West Bend, WI 53095.

Entire Agreement: This Purchase Order constitutes the entire agreement between the parties for this particular Purchase Order. No waiver, consent, modification, amendment or change to the terms of this Purchase Order shall be binding unless in writing and signed by both Buyer and Seller.