

PURCHASE ORDER TERMS AND CONDITIONS
(Europe, Middle East & Africa)

1. Acceptance. This order is deemed accepted by Supplier if not rejected in writing within five (5) days of the order date or if Supplier commences service under this order. Acceptance is limited to the terms and conditions of this order and supersedes all prior communications, representations, or orders whether oral or written with respect to the goods or services. This order, with any attachments, constitutes the entire agreement of the parties except for any non-disclosure agreement which shall survive under its own terms. No waiver, modification or additions to the terms of this order shall be valid unless in a writing signed by the parties. Customer rejects any preprinted terms and conditions on Supplier issued documents.
2. Prices. Customer shall not be billed at prices higher than those stated on this order. Unless otherwise specified, the price includes all charges for packing, hauling, storage and transportation to point of delivery. The price stated includes all taxes except state or local sales or use tax or similar taxes, which Supplier is required by law to collect from Customer. Taxes, if any, shall be separately stated in Supplier's invoice and paid by Customer unless an exemption is available. Supplier agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to this order.
3. Delivery. Substitutions will not be accepted. The goods must be shipped by the date requested but may not be shipped more than one week in advance. Customer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may be returned to Supplier, or held for disposition at Supplier's expense and risk. Supplier's invoice shall describe the items, state the purchase order number and Customer shall upon request be provided with the original bill of lading or other shipping receipt.
4. Changes. Customer may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any goods at any time. If changes result in an increase or decrease in cost, an equitable adjustment of price and delivery schedules may be made, or Customer may, at its option, terminate the order if agreement on an adjustment cannot be reached. Claims for any adjustment must be made by Supplier within ten days of the change order.
5. Warranties. Supplier warrants that the goods will conform to Customer specifications, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. Supplier warrants that the services will be performed in a good and workmanlike manner. These warranties shall be in addition to all other warranties, express, implied or statutory and shall run to Customer and its customers.
6. Inspection Tests and Reviews. Supplier agrees to permit access to Supplier's facilities at all reasonable times for inspection of goods by Customer's agents or employees and will provide all tools, facilities and assistance reasonably necessary for such inspection at no additional cost to Customer. Goods are subject to final inspection and acceptance by Customer after delivery to Customer. If Customer's representatives review drawings, specifications, samples or the goods it shall not relieve Supplier of any responsibility for the performance or any other requirements of this order and shall not constitute acceptance. If the goods delivered do not meet the specifications, or otherwise do not conform with the requirements of this order, Customer has the right to reject the goods. Goods which have been delivered and rejected in whole or in part may be returned to Supplier or held for disposition at Supplier's risk and expense.
7. Audits. Customer or its representatives will have the right, but not the obligation to examine Supplier's records for the purpose of determining compliance with this order. Customer or its representatives will provide reasonable notice to Supplier. Customer will bear all costs of audit. The right to audit will expire 18 months after the expiration or termination of this order.
8. Customer's Property. Title to and right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or materials furnished or paid for by the Customer shall remain in Customer. No articles made therefrom shall be furnished by Supplier to any other party without Customer's prior written consent. Supplier may not use Customer's property for any purpose outside the scope of Customer's orders. Supplier shall keep adequate records of such property, which shall be made available to Customer upon request, and shall store, protect, preserve, repair and maintain such Customer's property in accordance with sound industrial practice, all at Supplier's expense. Unless otherwise agreed to by Customer, Supplier shall insure Customer's interest in such the property against all risks of theft, loss or damage (including extended coverage). Copies of certificates of insurance evidencing this coverage will be furnished to Customer on demand. In the event that Customer's property becomes lost or damaged Supplier agrees to pay for or replace the property, at Supplier's expense, at Customer's request. Supplier shall upon Customer's request return the property at Supplier's expense.
9. Confidentiality of Customer Information. Any information (written, oral, or observed) received by Supplier, or any person working on behalf of Supplier, while providing services to Customer will be deemed to be confidential. This information may only be used to provide goods or services under this order and may not be revealed to any third parties without the prior written consent of Customer. Any proprietary information concerning Customer, its products, data, or manufacturing processes which are disclosed to the Supplier shall remain the property of Customer and shall be returned upon request. Supplier, and any of its representatives assigned to perform services for Customer, shall, upon request of Customer, execute a Non-Disclosure Agreement in a format satisfactory to Customer.
10. Use of Supplier Information. Supplier agrees that all information furnished or disclosed to Customer by Supplier in connection with this order is not, unless otherwise agreed to by Customer in writing, confidential or proprietary and Customer may freely use such information.
11. Advertisements. Supplier shall not disclose the existence or any details of this order without Customer's prior written permission.
12. Default - Cancellation. Customer reserves the right, by written notice of default, to cancel this order, without liability to Customer, in the event of the happening of any of the following: insolvency of Supplier, the filing of a voluntary petition in bankruptcy by Supplier, the filing of an involuntary petition to have Supplier declared bankrupt, the appointment of a Receiver or Trustee for Supplier, or the execution by Supplier of an assignment for the benefit of creditors. If Supplier breaches any of the terms of this order, Customer reserves the right, without any liability to Customer, to (i) cancel this order in whole or in part, and Supplier shall be liable to Customer for all damages,

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losses and liability incurred by Customer resulting from Supplier's breach, or (ii) obtain the goods or services ordered from another source and charge Supplier the cost of cover. Customer's remedies are cumulative and in addition to any other remedies provided at law or in equity.

13. Termination for Convenience. Customer may terminate this order for its convenience on thirty (30) days' notice. If Customer terminates this order for its convenience, Supplier shall be compensated for all approved expenses incurred prior to the date of termination.
14. Force Majeure. Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. The party experiencing the delay will provide written notice of the delay within five days and outline the cause and anticipated duration of the delay.
15. Government Procurement Provisions; Legal Compliance.
 - 15.1. Clauses Applicable To All Suppliers. Supplier agrees to fully observe and comply with all applicable federal, state and local laws, rules, regulations and orders pertaining to the production and sale of the goods ordered, and, upon request Supplier shall furnish Customer certificates of compliance with such laws, rules, regulations and orders, including, but not limited to:
 - 15.1.1. Fair Labor Standards Act Compliance: Supplier agrees and certifies that the goods to be manufactured or furnished hereunder have been or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Federal Fair Labor Standards Act, as amended, and those regulations and orders of the U. S. Department of Labor issued under Section 14 thereof;
 - 15.1.2. Government Procurement Provisions: Supplier shall, at all times during the term of this Agreement, comply with all applicable laws and regulations and Prime Contract terms and conditions, and shall refrain from engaging in any illegal, unethical, or deceptive practices. Without limiting the foregoing, Supplier agrees to comply with the following Federal Acquisition Regulation ("FAR") clauses, which are incorporated by reference and apply to this subcontract with the same force and effect as if the text of the clauses was fully set forth:
 - i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008);
 - ii. FAR 52.219-8, Utilization of Small Business Concerns (MAY 2004);
 - iii. FAR 52.222-50, Combating Trafficking in Persons (AUG 2007); and
 - iv. FAR 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (FEB 2006).

Additional FAR clauses may also apply to this Agreement and be flowed-down if the U.S. Government incorporates by reference other FAR clauses into Customer's Prime Contract, including clauses enumerated in FAR 52.212-5. These additional applicable FAR clauses may include:

- i. FAR 52.203-6, Restrictions on Subcontractor Sales to the Government, and/or
- ii. FAR 52.225-13, Restrictions on Certain Foreign Purchases.

For work performed in support of Customer's prime contracts with the U.S. Department of Defense, the following U.S. Department of Defense FAR Supplement ("DFARS") clauses are incorporated by reference with the same force and effect as if the text of the clauses was fully set forth in the subcontracts and are incorporated by reference herein:

- i. DFARS, 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011);
- ii. DFARS 252.225-7039, Contractors Performing Private Security Functions (AUG 2011);
- iii. DFARS 252.227-7013, Rights in Technical Data-- Noncommercial Items (SEP 2011);
- iv. DFARS 252.227-7015, Technical Data—Commercial Items (DEC 2011)
- v. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011);
- vi. DFARS 252.246-7003 Notification of Potential Safety Issues;
- vii. DFAR 252.247-7023, Transportation of Supplies by Sea; and
- viii. FAR 252.247-7024, Notification of Transportation of Supplies by Sea.

Supplemental Government Agency FAR clauses may also be incorporated by reference into Customer's Prime Contracts with the U.S. Government and thus will be required to be flowed-down and incorporated into this Agreement.

- 15.1.3. Environmental Compliance: Supplier shall label the goods in compliance with 40 CFR 82, subpart E, or certify that the goods are neither manufactured with nor contain a controlled ozone depleting substance; and
- 15.1.4. Customs and Border Protection: Supplier shall complete any security chain questionnaire or other document reasonably requested by Customer relating to its import/export activities and shall provide written notice if it is CTPAT certified.
- 15.1.5. Export Compliance: Supplier shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulation, 22 C.F.R. 120 et seq.

All criteria and requirements listed above shall be included in all of Supplier's subcontracts, purchase orders and work orders and Supplier will take such action as the government may direct as a means of enforcing such provisions.

15.2. Clauses Applicable To U.S. Suppliers. If Supplier is based in or produces Product in or performs services in the United States, Puerto Rico, the northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, the following additional provisions apply:

- 15.2.1. Department of Labor Standards Compliance: Supplier agrees to comply with 29 CFR Part 470 Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees;

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- a. the Procurement Integrity Act (41 U.S.C. § 423) and associated regulations in the Federal Acquisition Regulation (“FAR”) (currently at FAR 3.104),
- b. the Anti-Kickback Act (41 U.S.C. §§ 51-58) and associated regulations in the FAR (currently at FAR 3.502),
- c. the prohibitions on bribery and gratuities set forth in 18 U.S.C. § 201 and associated regulations in the FAR (currently at FAR Subpart 3.2),
- d. the Organizational and Consultant Conflicts of Interest prohibitions and requirements in the FAR (currently at Subpart FAR 9.5), and
- e. the independent pricing requirements in the FAR (currently at FAR 3.103).

- i. DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011);
- ii. DFARS 252.227-7013, Rights in Technical Data-- Noncommercial Items (SEP 2011);
- iii. DFARS 252.227-7015, Technical Data—Commercial Items (DEC 2011);
- iv. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011);
- v. DFARS 252.246-7003 Notification of Potential Safety Issues;
- vi. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010);
- vii. DFAR 252.247-7023, Transportation of Supplies by Sea, and
- viii. FAR 252.247-7024, Notification of Transportation of Supplies by Sea.

Further, as prescribed by the Federal Acquisition Regulation (“FAR”), the following clauses are incorporated by reference and apply to this subcontract with the same force and effect as if the text of the clauses was fully set forth:

- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008);
- ii. FAR 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)
- iii. FAR 52.219-8, Utilization of Small Business Concerns (MAY 2004);
- iv. FAR 52.222-26, Equal Opportunity (MAR 2007);
- v. FAR 52.222-35, Equal Opportunity for Veterans (SEP 2010);
- vi. FAR 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010);
- vii. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010);
- viii. FAR 52.222-41, Service Contract Act of 1965 (NOV 2007);
- ix. FAR 52.222-50, Combating Trafficking in Persons (AUG 2007);
- x. FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007);
- xi. FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (NOV 2007);
- xii. FAR 52.222-54, Employment Eligibility Verification (JAN 2009);
- xiii. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009); and
- xiv. FAR 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (FEB 2006).

For work performed in support of Customer’s prime contracts with the U.S. Department of Defense, the following DFARS clauses are incorporated by reference with the same force and effect as if the text of the clauses was fully set forth in the subcontracts and are incorporated by reference herein:

All criteria and requirements listed above shall be included in all of Supplier’s subcontracts, purchase orders and work orders and Supplier will take such action as the government may direct as a means of enforcing such provisions.

- 16. Code of Conduct. Supplier shall comply with Customer’s “Business Partner Code of Conduct” available at www.hyster-yale.com, and shall refrain from engaging in any illegal, unethical, or deceptive practices.
- 17. Insurance. If Supplier is providing goods under this order, Supplier shall maintain and keep in force at its own expense, Commercial General Liability Insurance, including products and contractual liability, with a combined single limit of € million per occurrence. Supplier shall provide a Certificate of Insurance to Customer upon request.
- 18. Indemnification. Supplier shall indemnify, defend, and hold Customer and its officers, directors, employees, agents, parent, subsidiaries, and other affiliates, harmless from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and costs) arising from (a) the death of or injury to any individual or damage to or loss of property due to the negligence and/or willful acts or omissions of Supplier or Supplier’s agents, employees or representatives; or (b) any breach by Supplier or its employees, agents, or representatives of any representation, warranty, or covenant under this order. Customer shall have the right of offset against payments due under this order in the amount of any indemnification which Customer is entitled under this Section, provided the Supplier’s indemnity and hold harmless order shall not be applicable to the extent such liability is based on the sole negligence of Customer.
- 19. Intellectual Property Indemnification. Supplier shall indemnify, save harmless and defend (at Customer’s option) Customer, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, including costs and expenses (including reasonable attorney's fees), resulting from any action or claim brought or threatened alleging that the manufacture, use, sale or resale of any goods or the services supplied under this order infringes any patent or patent rights, trademark, trade secret, copyright or other intellectual property right of a third party and Supplier shall when notified, defend any action or claim of such infringement at its own

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expense. Supplier shall, at its expense, and approval of Customer, either (i) obtain for Customer the right to continue to use the goods or work product which resulted from the services as intended, (ii) modify the goods or work product which resulted from the services so that it becomes non-infringing, without materially altering the functionality, or (iii) replace the goods or work product which resulted from the services with a functionally equivalent non-infringing good or work product.

20. Assignment. Neither this order nor any rights or obligations herein may be assigned by Supplier nor may Supplier delegate or subcontract the performance of any of its duties without Customer's prior written consent.
21. Applicable Law and Jurisdiction. This order agreement shall be construed in accordance with the laws of England and Wales without regard to conflict of law rules. Any action or claim arising out of or relating to this order may only be brought in the English courts. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum.
22. Attorney's Fees. The prevailing party in any action brought to enforce any provision or breach of this agreement, shall be entitled to its reasonable costs and attorney's fees.
23. Invoices and Notices. All correspondence and invoices covering this order must be addressed to Customer's Purchasing Department at the address indicated on the purchase order. The parties agree that for any transactions subject to this purchase order, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this purchase order or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.
24. Severability. In case any one or more provisions contained in this purchase order shall be invalid, illegal, or unenforceable in any respect, such provision may be modified to the extent necessary to make it valid and enforceable. The validity, legality, or enforceability of the remaining provisions contained in this order shall not in any way be affected or impaired by an invalid or unenforceable clause.

ADDITIONAL TERMS FOR SERVICE ONLY

25. Supplier Compliance with Customer Safety / Training Requirements/Background Checks. In the event Supplier is required to perform services at a Customer designated location, Supplier shall, upon receipt of request from Customer, complete Customer's training requirements prior to the commencement of services or entry onto Customer's property, at Supplier's expense. Customer shall have the right, in its sole discretion, to determine whether or not any employee or agent of Supplier will be permitted to perform services at its facilities, and may request from Supplier, and Supplier shall provide, such relevant background information regarding such employees or agents as is reasonably available and necessary to make such determination.
26. Additional Representation and Warranties. a) Supplier represents and warrants Supplier is not a party to any order, nor subject to any order, which would prohibit or limit Supplier's ability to perform services under this order, or might expose Supplier or Customer to any proceeding for damages or injunctive relief in connection with the execution and performance of this order. b) Supplier warrants the professional quality of the services rendered

by itself, its agents, employees and representatives, and that all work performed, and deliverables, shall be performed by qualified personnel in a professional and workmanlike manner, in accordance with the highest industry standards. Any services performed by Supplier, which are determined to be of less than professional quality, shall be corrected without charge. c) Supplier agrees that it will not and shall not cause Supplier or Customer to be in violation of any applicable laws, decrees, rules, or regulations in effect. d) If Customer permits Supplier to subcontract any of the work under this order, Supplier represents and warrants that any party providing Services shall be bound, in writing, to comply with the terms of Indemnification, Property Rights, and Confidentiality clauses of this order. e) Supplier will comply with all policies and procedures of Customer including but not limited to security, safety, and use of or access to Customer's computer systems. f) Supplier shall, at the request of Customer, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, documents, and instruments as may be required to affect any of the transactions contemplated by this order.

27. Removal of Supplier's Representatives. Customer may request the removal of any Supplier representative, at any time, and for any reason, without prior notice. Customer's request for removal of a Supplier representative shall be effective immediately upon notification (written or oral) to Supplier. Supplier shall immediately remove or have removed such person upon request of Customer.
28. Independent Contractor Status. Supplier is and shall remain an independent contractor and is not an employee, agent, partner, joint venturer, or representative of Customer. Customer will not incur any liability as the result of Supplier's actions. Any person employed by Supplier to perform services shall be Supplier's employee or agent and shall not be entitled to any benefits provided to Customer's employees. Supplier shall indemnify and hold Customer harmless against any claim to such benefits made by persons performing services on Supplier's behalf. Supplier shall be responsible for the payment of all federal, state and local income taxes, social security and unemployment excise taxes, and any other taxes required by law to be paid by independent contractors and shall indemnify Customer for any failure to do so. Supplier and Supplier's employees, agents, and independent contractors shall have no authority, nor shall they represent themselves as having any authority, to bind Customer in any manner whatsoever.
29. Property Rights. a) The parties acknowledge that any service performed pursuant to this order is being created at the insistence of Customer and shall constitute a work made for hire under U.S. Copyright law, and shall be the property of Customer. Supplier represents that any services provided and any Work Product delivered under this order shall not infringe any intellectual property right of any third party. Supplier shall indemnify, defend and hold Customer harmless against any loss, liability or expense (including reasonable attorney's fees) paid to third parties arising from any action or claim brought or threatened alleging that any of the Work Product produced under this order, under normal use, infringes any patent, copyright, trademark, trade secret or other intellectual property right. Supplier shall, at its expense, and approval of Customer, either (i) obtain for Customer the right to continue to use the Work Product as intended, (ii) modify the Work Product so that it becomes non-infringing, without materially altering the functionality, or (iii) replace the Work Product with a functionally equivalent non-

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infringing Work Product. f) If Customer permits Supplier to subcontract any of the work under this order, Supplier represents and warrants that any party providing Services shall be bound, in writing, to comply with the terms of Indemnification, Property Rights, and Confidentiality clauses of this order.

30. Insurance. Supplier shall maintain a) Comprehensive General Liability Coverage, including Products and Contractual Liability, with a combined single limit of €5 million per occurrence, for bodily injury and property damage; and b) Employer's Liability Coverage with minimum limits of €1 million. Supplier will provide an Insurance Certificate to Customer to verify coverage prior to the commencement of services under this Order and at any time upon request. . Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisos.