



Purchase Order Terms and Conditions
Rev June 2024

1. Acceptance of Contract

The STAHL ("Buyer") shall not be bound by this Order until seller ("Seller") executes and returns to Buyer the acknowledgment copy of this Order. This Order expressly limits acceptance to the terms and conditions stated herein and any additional or different terms proposed by Seller, whether prior or subsequent to this Order, are rejected unless expressly agreed to in writing by Buyer. No contract shall exist except as provided herein.

2. Amendments

The parties agree that this Order, including the terms and conditions on the face and reverse side together with any documents attached or incorporated by reference, contains the complete and final contract between Buyer and Seller and that no agreement or understanding to modify this contract shall be binding upon Buyer unless in writing and signed by Buyer's authorized representative. All specifications, drawings, and data submitted to Seller with this Order or referred to by this Order are incorporated and made a part of this contract.

3. Pricing and Invoices

The prices in this Order include all direct, indirect and incidental charges related to the sale and delivery of goods or the performance of services, including but not limited to packaging, crating, storage, agent and brokerage fees, insurance costs, freight shipping charges, document fees, duties and charges of any kind. Invoices will be payable upon the terms set forth in the Order.

4. Taxes

Except as may otherwise be provided in this Order, the contract price includes all applicable federal, state, and local taxes in effect on the date of this Order. In case of new taxes or increased rates or repeal of taxes or the reduction of rates, the contract order price shall be adjusted accordingly by Buyer in writing before Seller proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and signed by Buyer.

5. Delivery.

Time is of the essence. If delivery of goods is not made in the quantities or at the time specified, or rendering of services is not completed at the time specified, Buyer reserves the right, without liability and in addition to its other rights and remedies, to take either or both of the following actions: (a) direct expedited routing at Seller's expense; and/or (b) terminate this contract as to goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller with any loss or incremental expense incurred.

Seller shall be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's routing instructions. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay must be given immediately to Buyer. If Seller's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Seller and Subcontractor and without the fault or negligence of either of them and the goods to be furnished or services to be rendered were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule.

STAHL

3201 W. Old Lincoln Way • Wooster, OH 44691 • P: 1.800.277.8245

Purchase Order Terms and Conditions
Rev June 2024

Buyer will have no liability for payment for goods delivered to Buyer which are in excess of quantities specified in this contract and delivery schedules, or which are delivered in advance of Buyer's delivery schedule or for all transportation charges therefor. Buyer will not be liable for any material or production cost incurred in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedules.

6. Inspection and Acceptance

Payment for any goods under this contract shall not constitute acceptance thereof. All goods purchased hereunder are subject to inspection at Buyer's destination, and Buyer reserves the right to reject and refuse acceptance of goods, or to return goods already accepted, which are not in accordance with this contract or with Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit, repair or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways. Such credit, repair or replacement shall occur within a commercially reasonable time from the Seller's receipt of the returned goods. No replacement of rejected goods shall be made unless specified by Buyer in writing.

Neither Buyer's inspection of nor failure to inspect shall relieve Seller of any obligations hereunder. Acceptance of any part of the goods shall not bind Buyer to accept, nor constitute a waiver of, Buyer's right to cancel or return future shipments, nor deprive it of the right to make any claim for damages, including incidental or consequential loss or damage incurred by Buyer. Such rights shall be in addition to any other remedies provided by law.

7. Freight Charges, Packing, Drayage and Containers

Unless otherwise expressly stated on the face of this Order, all goods shall be delivered DDP destination (Incoterms 2020). No charges for packing, drayage, or containers will be allowed unless specified on the face of this Order. Seller shall be liable for damage caused by improper boxing, crating, or packing.

8. Title/Risk of Loss

Title and risk of loss shall not pass to Buyer until delivery and set-up of the goods at the final destination in accordance with the provisions of this Order. Buyer shall not be responsible for any damage to goods occurring during shipment, delivery or set-up.

9. Seller's Warranties

Seller hereby warrants that the whole of the goods furnished hereunder shall be free of defects in material and workmanship; of merchantable quality; fit for Buyer's purposes; free and clear of all liens, encumbrances, security interests and/or other claims; free of infringement or violations of any copyright, trademark or other intellectual property rights; and that they shall conform with Buyer's instructions, specifications, drawings and data. Seller hereby further warrants that the whole of the goods furnished hereunder shall conform to all representations, affirmations, promises, descriptions, samples or models forming the basis of this contract. These warranties shall run to Buyer, its successors, assigns and customers and the users of its products. Said warranties shall be in addition to any warranties of additional scope given by Seller to Buyer and any statutory warranties. NONE OF SAID WARRANTIES AND NO OTHER IMPLIED OR EXPRESS WARRANTIES SHALL BE DEEMED DISCLAIMED OR EXCLUDED UNLESS EVIDENCED BY A PURCHASE ORDER CHANGE NOTICE OR A REVISION ISSUED AND SIGNED BY BUYER. Seller agrees to replace or correct defects in any goods or services not conforming to the foregoing warranties within a commercially reasonable time, at Seller's risk and expense, when notified of such non-conformity by Buyer. In the event of failure by Seller to correct defects in or replace non-conforming goods or services in the required time frame, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the costs incurred by Buyer thereby. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Seller's obligation under these warranties and such warranties shall survive inspection, test, acceptance and use of the goods.

STAHL

3201 W. Old Lincoln Way • Wooster, OH 44691 • P: 1.800.277.8245

Purchase Order Terms and Conditions
Rev June 2024

10. Property of Buyer

Unless otherwise provided in this Order or agreed to in writing, property of every description, including but not limited to all tooling, tools, equipment and material furnished or made available to Seller, title to which is in Buyer, and any replacement thereof, shall be and remain the property of Buyer. Seller shall not use such property except for performance of work hereunder or as authorized in writing by Buyer. Such property while in Seller's possession or control shall be kept in good condition, shall be held at Seller's risk, and shall be kept insured by Seller, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. As and when directed by Buyer, at Seller's risk and expense, Seller shall disclose the location of such property and/or prepare it for shipment and ship it to Buyer in as good condition as originally received by Seller, reasonable wear and tear excepted. Seller waives any lien rights or other rights to retain Buyer's property and acknowledges that its obligation to return Buyer's property upon demand is unconditional.

11. Special Tooling

The term "special tooling" as used in this clause shall be deemed to include all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauge, special test equipment, other special equipment and manufacturing aids and drawings and any replacement of the foregoing, acquired or manufactured or used in the performance of this Order, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the production of the supplies or parts thereof or performance of the services of the type required by this Order. The term does not include (a) items of tooling or equipment heretofore acquired by Seller, or replacement thereof, whether or not altered or adopted for use in the performance of this Order; (b) consumable small tools, (c) general or special machine tools or similar capital items; or (d) tooling, title to which is in Buyer.

Seller agrees that special tooling shall be retained and not used or reworked except for performance of work here under or as authorized in writing by Buyer. While in Seller's possession or control, Seller warrants that it will keep the special tooling in good condition, fully covered by insurance and will replace it when lost, destroyed or necessary for performance of work hereunder. Upon cessation or termination of the work under this Order for which the special tooling is required, Seller shall furnish Buyer a list of the products, parts or services for the manufacture or performance of which such special tooling was used or designed and a list indicating where each item of the special tooling is located and shall transfer title to and possession of the special tooling to Buyer for an amount equal to the unamortized cost thereof, or dispose thereof as Buyer may direct in writing. In addition, Buyer shall have the right to take possession of, including the right of entry for such purpose, any special tooling, title to which Buyer acquires hereunder, without any additional liability whatsoever to Seller.

12. Confidentiality and Proprietary Rights

Seller agrees to maintain as confidential any information disclosed to it by Buyer pursuant to this contract, including the existence and terms of this Order. All technical information whatsoever supplied to Seller by Buyer in respect to this contract shall be considered and kept confidential by Seller, and neither Seller nor any of its employees, agents or representatives shall disclose any such information directly or indirectly to any other person whatsoever. Additionally, Seller agrees that any invention, improvement or discovery (whether or not patentable), conceived or reduced to practice in the performance of this contract by any employee, representative or agent of Seller, or other person working under Seller's direction ("Work Product") shall belong exclusively to Buyer, and Seller automatically assigns and shall cause its employees, agents and representatives to automatically assign all right, title and interest in and to the Work Product to Buyer at the time of creation of the Work Product. Seller shall take such further action including execution and delivery of instruments of conveyance as may be appropriate to give full effect to such assignment. Upon completion of this contract, Seller shall deliver to Buyer any and all information relating to any such Work Product. Seller acknowledges and agrees that Buyer has valuable and proprietary trade names, trademarks, service marks, patents and copyrights, and Seller agrees that it will not refer

STAHL

3201 W. Old Lincoln Way • Wooster, OH 44691 • P: 1.800.277.8245

Purchase Order Terms and Conditions
Rev June 2024

to or use such trade names, trademarks, service marks, patents or copyrights except with the express written permission of Buyer.

13. Indemnification

Seller agrees to indemnify, defend and save Buyer harmless from and against all damages, liabilities, claims, losses and expenses, including reasonable attorney's fees, (i) resulting from any defect or imperfection in the design, material or workmanship of any good, a good's merchantability or fitness for an ordinary or particular purpose; (ii) resulting from any failure of the goods to comply with all applicable specifications, warranties, testing or certifications; or (iii) for damage to property or for injury or death of any person caused by or in any way arising out of Seller's furnishing of any good or service under this contract. Seller further agrees, at its own expense, to defend any suit, action, claims or allegations against Buyer or against those selling or using the goods or services covered by this Order for alleged infringement of patent or invention rights or misappropriation of intellectual property arising from the sale or use of such goods or services and agrees to indemnify, defend and hold Buyer harmless from any damages, liabilities, claims, losses and expenses (including attorney's fees) paid or incurred by Buyer in connection with any such suit, action, claims or allegations, whether against Buyer or against those selling or using the goods or services covered by this Order; provided, however, that this indemnity shall not apply to any such damages, liabilities, claims, losses or expenses to the extent arising out of full compliance by Seller with specifications furnished by Buyer. Seller agrees that this indemnification shall survive acceptance of the goods or services and payment therefor by Buyer, and shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns and its officers, directors, agents and employees.

14. Insurance

Seller shall obtain and at all times in which the Order is in effect and for no less than two (2) years thereafter, maintain at its cost insurance as designated by Buyer from time to time, but no less than insurance with insurers having a current A.M. Best rating and financial category of "A- VIII" or better, respectively: (1) primary comprehensive or commercial general liability insurance worldwide with limits of at least \$1 million per occurrence combined single limit for bodily injury and property damage with a \$2 million products-completed operations aggregate and a \$2 million general aggregate, including coverage for: (i) Products and Completed Operations liability; (ii) Blanket Contractual liability; (iii) Premises Liability; and (iv) Cross Liability endorsement or Severability of Interest clause; (2) Auto Liability insurance with limit of \$1,000,000 per occurrence combined single limit for owned vehicle coverage (if applicable) and hired and non-owned vehicle coverage; (3) umbrella insurance with limits of \$4,000,000 per occurrence and \$4,000,000 aggregate covering underlying general liability, employer's liability (if applicable) and auto liability. Insurance required shall: (a) be endorsed to insure Buyer, its officers, directors, employees, representatives and agents as additional insureds; (b) be endorsed to waive any rights of subrogation against Buyer's insurers and Buyer; (c) provide contractual liability coverage to Seller for its indemnity obligations; and (d) be endorsed to provide that such insurance is primary to and non-contributory with any other insurance obtained by, for or on behalf of Buyer notwithstanding any "other insurance" provision contained within such policies, with such insurance being excess, secondary, and non-contributing. Seller shall provide written notice to Buyer no less than 30 days prior to the effective date of cancellation or material reduction of any required insurance coverage. Prior hereto and at any time upon reasonable request, Seller shall provide certificates of insurance to Buyer along with other documentation as may be reasonably required by Buyer to evidence the insurance coverages required herein. Seller shall require its sub-suppliers and sub-tier contractors to maintain the same insurance coverage and limits as described herein. Compliance by Seller with the insurance requirements does not in any way affect Seller's indemnification of Buyer under Section 13. If this contract covers the performance of labor for Buyer, Seller agrees to furnish evidence satisfactory to Buyer that all liens have been released by all persons who have performed services or furnished materials under this contract.

STAHL

3201 W. Old Lincoln Way • Wooster, OH 44691 • P: 1.800.277.8245

Purchase Order Terms and Conditions
Rev June 2024

15. Independent Contractor

The parties shall at all times act as independent contractors and in no event shall be considered employees or agents of the other party. Accordingly, no party shall, by virtue of this contract, be entitled to participate in or enjoy any benefits under any pension, welfare, fringe benefit or other compensation plan or program maintained by any other party. Nothing contained in this contract shall permit or authorize the parties to execute any agreement or take any other action that is binding upon the other.

16. Supplier Code of Conduct

Marmon Holdings, Inc. and Buyer, its subsidiary (collectively, the "Marmon Parties"), both share a long-standing commitment to high ethical standards and compliance with all applicable laws and regulations that govern their businesses. Accordingly, the Marmon Parties strive to conduct business with business partners who share their commitment to high ethical standards and conduct business in an ethical, legal and responsible manner. Marmon's Supplier Code of Conduct (the "Code"), a copy of which can be found at [Marmon Supplier Code](#), sets forth the Marmon Parties' expectations for their business partners regarding business ethics and codes of conduct when interacting with the Marmon Parties and such Code is hereby incorporated into this Order.

17. Cancellation

Buyer shall have the right to cancel for default all or any part of the undelivered portion of this contract if Seller does not make deliveries as specified in the delivery schedule, or if Seller breaches any of the terms hereof including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

18. Termination

Buyer may at any time terminate this Order in whole or in part (i) for default by Seller of any or all parts of the contract, or (ii) for its convenience upon written notice to Seller in which event Seller shall be entitled to payment for work satisfactorily performed under this Order prior to termination, as evidenced by reasonable documentation. Upon termination due to Seller's default, Buyer may elect to purchase, at Seller's cost, any goods Seller may have purchased to fulfill Buyer's order or exercise any other rights that Buyer may have in law or equity. In no event shall Buyer be liable for any special, consequential, speculative or punitive damages resulting from the termination of this contract.

19. Compliance with Laws

Seller warrants that all goods or services furnished hereunder were produced and provided in compliance with, and will comply with, all applicable foreign, federal, provincial, state and local laws (and with the regulations, orders and standards thereunder). Seller will comply with all applicable laws and regulations, which include the United States' Foreign Corrupt Practices Act of 1977, as amended from time to time, including the 1998 amendment (the "FCPA") and the United Kingdom's Bribery Act 2010 ("UKBA"). To the extent the FCPA or the UKBA applies to Seller's activities, Seller will be knowledgeable of, understand and fully comply with the mandates of the FCPA or UKBA as applicable. Buyer shall complete any questionnaire or other document reasonably requested by Seller relating to its business activities and Seller's goods.

20. Conflict Minerals

Seller warrants and agrees that all items it provides to Buyer are "DRC conflict free" as that term is defined at 15 U.S.C. §78m(p)(1)(D).

STAHL

3201 W. Old Lincoln Way • Wooster, OH 44691 • P: 1.800.277.8245

Purchase Order Terms and Conditions
Rev June 2024

21. Waiver

The failure of Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

22. Assignment

Seller shall not have the right to assign any right or interest in any contract between Seller and Buyer without prior written consent of Buyer. None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned by Seller, nor shall Seller subcontract for completed or substantially completed material called for by this contract without Buyer's prior written consent. Seller shall be fully responsible for all work permitted to be performed by subcontractors.

23. Severability

If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Controlling Law

The provisions of this Order and any contact between the parties shall be interpreted and construed in accordance with the laws of the State of Ohio and the exclusive venue for any actions brought under this contract shall be the State and Federal courts of Cuyahoga County, Ohio.

25. Entire Agreement

These terms and conditions, and any purchase order provided to Seller by Buyer, constitute the entire understanding between the parties with respect to the subject matter herein and may only be modified in a writing signed by a representative of each party. Any additional or different provisions proposed by Seller are rejected and will not be effective unless agreed to in writing by Buyer.

STAHL

3201 W. Old Lincoln Way • Wooster, OH 44691 • P: 1.800.277.8245