

**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES
FOR LOGISNEXT AMERICAS INC**

1. **SCOPE.** These General Terms and Conditions for the Purchase of Goods and Services (“**GTCs**”) shall apply to and govern all purchases of Goods and/or Services (as defined below) by Logisnext Americas Inc. (“**Logisnext**”). These GTCs are subject to change, at any time, by Logisnext, in Logisnext’s sole discretion, without prior written notice. The most current version of the GTCs is available at <https://www.logisnextamericas.com/en/logisnext/documents>. Changes to the GTCs will become effective as of the “Last Updated Date” referenced in the then-current draft of the GTCs found on the website. Your supply of Goods or Services after having received notice of these GTCs will constitute your acceptance of and agreement to such changes. You should review and be familiar with the Terms before issuing a bid or quote or supplying any Goods or Services.
2. **DEFINITIONS.** In these GTCs, the following terms shall have the following meanings:
- (a) “**Affiliate**” means, with respect to any Party, any Person that directly or indirectly controls, is controlled by or is under common Control with such Party.
 - (b) “**Control**” means, as to any Party, the power to direct the management and policies of such Party, whether through the ownership of voting securities, by contract or otherwise.
 - (c) “**Agreement**” shall mean the purchasing agreement entered into by and between Buyer and Supplier. The Agreement shall consist of the Order, any Buyer Specifications, Supplier Specifications and these GTCs.
 - (d) “**Applicable Law**” means those laws (common or statutory), rules, regulations, codes, administrative and judicial orders and directives, or similar requirements or actions of any federal, state, or local government, or any agency or administrative body of any of the foregoing, in each case that govern or pertain, as of the date of the applicable Order, to (i) the Parties’ respective obligations under this Agreement or any Order; and/or (ii) Supplier’s performance and/or Buyer’s use of Work.
 - (e) “**Buyer**” means Logisnext.
 - (f) “**Buyer Specifications**” With respect to Goods, “Buyer Specifications” means any technical descriptions or drawings, any packing or shipment instructions, or other specific requests or needs provided to Supplier by Buyer prior to an Order or contained or referred to in the Order. With respect to Services, “Buyer Specifications” means any specific instructions and/or other requirements expressly identified by Buyer in the Order or prior to performance of those Services.
 - (g) “**Client Contract**” means any contract existing between Buyer and a Third Party under which Buyer is required to supply finished products or services.
 - (h) “**Force Majeure**” means any act or event that renders it wholly or partially impossible for the affected Party to perform its obligations under this Agreement or any Order or delays such affected Party’s ability to do so, when such act or event (i) is beyond the reasonable control of the affected Party, (ii) is not due to the fault or negligence of the affected Party, and (iii) could not have been avoided by the affected Party by the exercise of reasonable diligence (which may include, but is not limited to, acts of God, war, terrorist threats or acts, riots, or other civil unrest, pandemic, epidemic or any other public health crisis, changes in government regulations, actions, embargoes, or blockades in effect on or after the Effective Date, strikes, labor stoppages, or other industrial disturbances.).
 - (i) “**Goods**” means the materials and products furnished by Supplier pursuant to an Order.
 - (j) “**Order**” means the written purchase order placed by Buyer for the supply of the Goods or Services. The Order may be placed by paper copy or electronic transmission.
 - (k) “**Party**” means Logisnext, or Supplier and “**Parties**” means, collectively, Logisnext, and Supplier.
 - (l) “**Person**” means any individual or entity.
 - (m) “**Services**” means the services furnished by Supplier pursuant to an Order.
 - (n) “**Supplier**” means the Person with whom the Order is placed, as evidenced on the Order.
 - (o) “**Supplier Specifications**” means Supplier’s manufacturing drawings, diagrams, templates, or other similar performance specifications with respect to Goods or Services.
 - (p) “**Third Party**” means any Person other than Supplier or Buyer, its respective Affiliates, or any of its or their respective directors, officers, or employees.
 - (q) “**Work**” means Goods sold and/or Services provided by Supplier to Buyer pursuant to an Order. As a result, terms such as “perform Work,” or “Work performed” shall mean and include Supplier’s manufacture, assembly, sale, and delivery of Goods and/or performance of Services.

3. **SCOPE OF AGREEMENT AND CONFLICTS**

Scope of Agreement. The Parties agree that in accordance with the provisions of this Agreement Supplier shall perform Work for Logisnext through Orders issued by Logisnext to Supplier. All performance of Work described in any Order shall be governed by the provisions of this Agreement, which constitute the parties’ contractual agreement and supersedes any previous oral or written representations, including but not limited to provisions in Supplier’s quotations, proposals, acknowledgements, and other documents. These GTCs shall be incorporated by reference into any Order issued by Buyer. Buyer’s willingness to purchase any goods or services from, or accept any other Work performed by, Supplier is expressly conditioned on Supplier’s assent to these GTCs. Unless Supplier accepts these GTCs without deviation or reservation, no

contract shall result from an Order or any written or oral communication with respect to a transaction for Work. The effective date of this Agreement shall be Supplier's acceptance of an Order (as set forth below in Section 4.1).

- 3.1 **Conflicts.** In the case of any conflict between the provisions of a fully executed and effective Master Purchase Agreement between the Parties and the provisions of this Agreement, the terms of the Master Purchase Agreement shall govern. In case of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of this Agreement shall govern. In the case of any conflict between the Buyer Specifications and the Supplier Specifications, the Buyer Specifications shall govern.

4. **ORDERS**

- 4.1 **Orders; Other Documents; Acceptance; Timing.** Supplier shall perform Work for Buyer only as requested and specified in Orders. Any terms and conditions in any quote or confirmation by Supplier that states different or additional terms shall be null and void. Buyer hereby objects to and rejects such different or additional terms, which shall be deemed material alterations. Any notice by Supplier objecting to these GTCs must be in a writing separate from any form, including but not limited to, any invoice or acknowledgement form, and must be communicated to Buyer prior to any shipment of goods or performance of any services. Any amendment, waiver, or other alteration of these GTCs by Supplier shall be effective only if made by mutual agreement in a writing signed by an authorized representative of each Party. Supplier's written acknowledgement, commencement or performance of the Work, or shipment of Goods, whichever occurs first, shall be deemed an acceptance of the Order and these GTCs. By accepting the Order, Supplier acknowledges having actual knowledge of the text of documents referenced in these GTCs and/or located at <https://www.logisnextamericas.com/documents/>. If the Order and these GTCs shall be deemed an acceptance of a prior offer by Supplier, the acceptance is expressly made conditional on Supplier's assent to these GTCs and the terms set forth in the Order.
- 4.2 **TIME, QUANTITY, AND QUALITY ARE OF THE ESSENCE AS TO ALL GOODS AND SERVICES.** If Supplier is late in delivery of any Goods or its provision of any Services, or if Supplier cannot deliver the full quantities of Goods required under the Agreement, or if Supplier cannot meet the quality requirements under the Agreement, Supplier shall be in default under the Agreement. The provisions of this Section 4.2 are in addition to, and not in limitation of, Supplier's other obligations under the Agreement and Buyer's other rights and remedies provided at law, in equity, and in the Agreement.
- 4.3 **Change Orders.** Buyer will consider Supplier's requests for changes to an existing Order only if such requests are in writing. Notwithstanding Buyer's act of accepting and paying for any Work, no change shall be binding unless accepted in writing by an authorized representative of Buyer.
- 4.4 **Cancellation of Orders.**
- (a) Buyer may cancel any Order, in whole or in part, prior to Supplier's acceptance, or prior to Supplier's performance of any Work thereunder, whichever is later, without penalty.
 - (b) Buyer may cancel any Order, in whole or in part, for cause, at any time, if (i) Supplier fails to comply with this Agreement or the terms of any Order; (ii) Supplier fails to provide adequate assurances of future performance, if requested to do so; or (iii) Supplier becomes insolvent, files or has filed against it a bankruptcy proceeding, has its business or assets placed in the hands of a receiver, trustee or other assignee, or becomes subject to any similar action or proceeding. If Buyer cancels an Order for cause, Buyer shall pay Supplier for all Services completed and Goods delivered prior to the date of cancellation, but Supplier shall:
 - i. upon Buyer's request, reimburse Buyer for documented (A) penalties or liquidated damages incurred by or assessed against Buyer under the terms of any Client Contract ("**Client Contract Penalties**") due to a delay in (or termination of) the performance of Work under the cancelled Order; and (B) costs incurred by Buyer, in excess of the sums it would have paid Supplier to have the Work covered by the cancelled Order completed by Buyer or a Third Party;
 - ii. upon Buyer's request, deliver and transfer title to Buyer for any completed or partially completed Goods (and any parts or raw materials purchased by Supplier for the manufacture thereof); and
 - iii. upon Buyer's request, assign to Buyer any supply agreement(s) and/or subcontract(s) with respect to any parts, components or raw materials to have been used by Supplier in the manufacture or fabrication of Goods or the performance of Services; and
 - (c) Buyer may cancel any Order, in whole or in part, for convenience after its acceptance by Supplier or Supplier's performance of Work, subject to the following:
 - i. With respect to the cancellation for convenience of Orders for specialty or custom Goods ("**Specialty Goods**"), Supplier shall be paid a mutually agreed upon cancellation charge reflecting (A) the price of the Specialty Goods already delivered to Buyer prior to the date of cancellation, and (B) Supplier's actual, documented cost to secure any specialty parts, components or materials for the Specialty Goods in the Order that has been cancelled, which Supplier shall deliver to Buyer, at Buyer's expense, upon Buyer's payment therefore. Notwithstanding the foregoing, Buyer and Supplier acknowledge that certain of the raw materials, components and other goods used by Supplier to produce the Specialty Goods are not unique and may be used or sold by Supplier to other customers. As such, Supplier agrees to use reasonable efforts, for a period not to exceed six (6) months after cancellation of an Order for Specialty Goods, to sell such raw materials, components, and other goods, or otherwise use said items to fulfill orders by its other customers, if requested to do so by Buyer. In the event

Supplier is unable to sell or use such raw materials, following expiration of such period Buyer shall promptly purchase said items from Supplier in accordance with subsection (i)(B) above.

- ii. With respect to the cancellation for convenience of an Order for Supplier's standard Goods (i.e., non-Specialty Goods), no payment shall be due to Supplier if cancellation occurs prior to delivery. If cancellation of standard Goods occurs after partial delivery, Buyer shall only pay for those Goods delivered prior to the cancellation.
- iii. With respect to the cancellation for convenience of Orders for Services, Supplier shall be paid for all Services properly performed prior to the date of cancellation.

(d) **IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER FOR ANY CONSEQUENTIAL DAMAGES (AS DEFINED IN SECTION 9.3 BELOW) ARISING FROM OR RELATING TO ANY CANCELLED ORDER. PAYMENT UNDER THIS SECTION 4.3 SHALL BE BUYER'S SOLE OBLIGATION AND SUPPLIER'S SOLE REMEDY FOR CANCELLED ORDERS. SUPPLIER'S ACCEPTANCE OF SUCH PAYMENT CONSTITUTES AN ACKNOWLEDGMENT THAT BUYER HAS FULLY DISCHARGED THAT OBLIGATION.**

5. **PRICE AND PAYMENT**

5.1 **Prices.** The prices for Goods or Services hereunder shall be that set forth in the Order (the "Price"). Unless otherwise stated in an Order, all prices (i) are, except for the costs and expenses payable by Supplier in accordance with the delivery terms specified in Section 6.2 below, inclusive of all packaging, boxing, crating, and delivery costs, customs or other duties, harbor and port dues, customs agent fees and other such charges, and any fees or charges imposed, assessed, or levied by a governmental department, agency, or taxing authority, including sales and use taxes, value added taxes, goods and service taxes, and any other similar taxes or charges; and (ii) shall remain firm and fixed for all Services performed or Goods sold under that Order.

5.2 **Preferred Pricing.** Supplier agrees that the prices it charges Buyer will be no higher than the prices Supplier charges to its other customers for similar goods and/or services and that it will extend to Buyer the same discounts and price reductions it makes available to its other customers.

5.3 **Invoicing and Payment.** Supplier shall invoice Buyer for all Work within thirty (30) days of delivering Goods or completing the Services. Unless otherwise stated in the Order, Buyer shall pay Supplier for Work properly performed net forty-five (45) days after Buyer's receipt of a valid and correct invoice, including supporting documentation; provided, however, that for Goods shipped from a Supplier's facility outside the United States, Buyer shall pay Supplier net sixty (60) days after Buyer's receipt of a valid and correct invoice.

6. **PACKAGING; DELIVERY; TITLE AND RISK OF LOSS; CHEMICALS AND SOLVENTS**

6.1 **Packaging and Supporting Documents.** All Goods shall be packaged, crated, and secured for shipment by Supplier in accordance with guidelines and instructions furnished by Buyer and in a manner suitable for transportation to the Buyer facility specified in the Order so that the Goods arrive undamaged. Supplier shall provide Buyer such information, certifications, material safety data sheets, certificates of origin and/or similar documentation regarding any Goods (or the components used by Supplier in the manufacture and assembly thereof) as requested by Buyer or required by Applicable Law.

6.2 **Delivery.** Unless otherwise stated in the Order, Supplier shall deliver all Goods FCA Supplier's Designated Facility (Incoterms 2020). "**Supplier's Designated Facility**" means the Supplier location designated in the Order at which Goods will be stored until shipment.

6.3 **Early and Late Delivery.** If deliveries are made earlier than the delivery date stated on an Order, Buyer may reject delivery and return the items at Supplier's expense, including any storage, packaging, shipping or transportation costs. Except when excused pursuant to Article 14 below, if delivery of the Goods is delayed beyond the delivery date stated in the Order, Buyer may, at its sole option, require Supplier to (a) expedite delivery of the Goods at Supplier's sole expense, or (b) promptly refund to Buyer all sums paid to the Supplier by Buyer, in which case, Buyer shall return any Goods delivered so far under that Order at Supplier's sole cost, expense, and risk. In either case, upon Buyer's request, Supplier shall also reimburse any documented Client Contract Penalties incurred by or assessed against Buyer as a result of the late delivery.

6.4 **Title and Risk of Loss.** Unless otherwise stated in the Order, title and risk of loss for Goods purchased will pass to Buyer upon delivery of the Goods to the possession of Buyer, in accordance with Section 6.2 above.

6.5 **Chemicals and Solvents.** Supplier shall notify Buyer's Purchasing Department of any chemicals and/or solvents that Supplier anticipates bringing onto Buyer's facility, including providing copies of the applicable Safety Data Sheet (SDS) for such chemicals and/or solvents. All such chemicals and/or solvents must be approved by Buyer's Purchasing Department prior to Supplier bringing them on site.

7. **INSPECTION OF GOODS**

7.1 **Pre-Delivery Testing and Inspection.** Prior to delivery, Supplier, at its sole expense, shall inspect and test the Goods in accordance with its quality control procedures and all written processes or procedures provided by Buyer. Upon request, Supplier shall also provide to Buyer a copy of Supplier's test sheets (if any) for all Goods delivered under an Order. Upon request, Supplier shall permit representatives of Buyer to attend any pre-delivery inspection or testing of the Goods and audit and inspect Supplier's manufacturing process and Supplier's Designated Facility. Notwithstanding the foregoing, no pre-delivery inspection of Goods, or lack of inspection of Goods, by Buyer shall constitute an acceptance or relieve Supplier of its Goods delivery or warranty obligations hereunder.

7.2 **Post-Delivery Inspection.** Buyer may inspect the Goods within a reasonable time after arrival at Buyer's site. If Buyer determines that the Goods do not conform to the Order, Buyer may (without prejudice to any other rights or remedies of

Buyer hereunder or at law), by notice to Supplier, reject such Goods and may require Supplier, at Supplier's expense, to repair or replace the rejected Goods with Goods that comply with the Order. Goods not accepted may be returned to Supplier at Supplier's expense. No inspection, lack of inspection, or payment of Goods shall constitute an acceptance of Goods by Buyer or relieve Supplier of its delivery or warranty obligations hereunder.

8. **WARRANTIES**

- 8.1 **Goods Warranties.** During the Warranty Period (as defined below), Supplier represents and warrants to Buyer that the Goods provided by it (i) are new; (ii) conform in all respects to the requirements of the Order, the Supplier Specifications and any Buyer Specifications, and all Applicable Laws (iii) are merchantable, safe, fit for their intended purpose, and, if designed by Supplier, of good design, (iv) are and will remain free of defects in material and workmanship, and (v) properly indicate the correct country of origin. Supplier also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other Third Party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of the Goods shall not constitute a waiver of any breach of warranty. With respect to Goods that have been repaired during the Warranty Period, Supplier represents and warrants such Goods comply with clauses as set forth in (ii) through (v) above. The term "**Warranty Period**" for Goods means the greater of (i) twelve (12) months from the date the Goods are accepted by Buyer or (ii) Supplier's standard warranty for such Good; provided, however, that the term "Warranty Period" for Goods that have been repaired or replaced, shall mean a period of twelve (12) months from the date of such repair or replacement.
- 8.2 **Remedies for Breach of Goods Warranties.** In the event the Goods do not conform to the warranties in Section 8.1 above, Buyer may (i) require Supplier to repair or replace any non-conforming Goods, at Supplier's sole cost and expense; (ii) elect to accept the non-conforming Goods, whereupon an equitable adjustment in the Price shall be made; or (iii) require Supplier refund or credit Buyer in full for the Price paid by Buyer for the non-conforming Goods; provided, however, that Buyer must notify Supplier of such non-conformity within the Warranty Period. The cost of repair or replacement shall include all reasonable packaging and shipping costs of returning Goods to Supplier and re-delivery to Buyer.
- 8.3 **Goods Incorporated into Lift Trucks.** Notwithstanding anything in Section 8.1 or Section 8.2 above, the warranty and remedy terms and provisions in Exhibit A – Warranty and Responsibility Terms for Goods Incorporated Into Lift Trucks, attached hereto and incorporated herein, shall apply and control with respect to all Goods sold by Supplier that are incorporated into a lift truck.
- 8.4 **Service Warranties.** Supplier hereby warrants to Buyer that the Services performed hereunder (i) conform to the requirements of the Order, any Supplier Specifications, and any Buyer Specifications, (ii) are provided in accordance with Applicable Law and the highest industry standards, and (iii) are free from defects, free from claims of infringement, and are fit and safe for the purpose intended, for a period equaling the greater of (a) twelve (12) months from the date of completion of the Services or (b) Supplier's standard Service warranty ("**Service Warranty Period**"). These warranties shall be in addition to all other warranties, expressed, implied, or statutory. Payment for or inspection of the Services shall not constitute a waiver of any breach of warranty.
- 8.5 **Remedies for Breach of Service Warranties.** Supplier shall, at its sole cost and expense, reperform any Services (or portion thereof) that do not conform to the Service Warranties specified in Section 8.4 above; provided that Buyer notify Supplier of such non-conformity within the Service Warranty Period. With respect to re-performed Services, Supplier shall warrant such Services for a period of twelve (12) months from the date of completion of the re-performance. The cost of reperformance shall include any increased cost of raw materials or products necessary for reperformance of the Services. If Buyer determines that re-performance cannot or will not provide a commercially viable remedy, Buyer may, at its option, (i) accept the defective Services, whereupon an equitable adjustment in the Price shall be made; or (ii) require Supplier to refund or credit Buyer in full for the Price paid by Buyer for the non-conforming Services.
- 8.6 **Compliance Warranties.** Supplier warrants and represents to Buyer that:
- (a) It is not debarred, suspended, excluded, or disqualified from doing business with the United States Government, or listed as the Excluded Parties List System maintained by the General Services Administration of the United States Government (found at www.epls.gov);
 - (b) It is not under investigation by any Governmental Authority for, nor has it been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws, (ii) has not been assessed civil or criminal penalties under any Anti-Money Laundering Laws, and (iii) it has not had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws;
 - (c) It is in compliance with all applicable domestic or foreign Anti-Corruption Laws, including those prohibiting the bribery of Government Officials, and will remain in compliance with all applicable Laws; that it will not authorize, offer or make payments directly or indirectly to any Government Official; and that no part of the payments received by it (whether compensation or otherwise) from Buyer will be used for any purpose that could constitute a violation of any applicable Law;
 - (d) Neither it nor any of its Representatives or subcontractors is the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council (UNSC), the European Union (EU), Her Majesty's Treasury (HMT), or other relevant sanctions authority (collectively, "Sanctions"), nor is Supplier, or any of its Representatives or Subcontractors located, organized or resident in a country or territory that is the subject of Sanctions; and

(e) Neither it nor any of its Representatives or Subcontractors will use any funds received by or on behalf of Buyer to fund or engage in any activities with any Person or in any country or territory, that, at the time of such funding or activity, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of any Sanctions.

8.7 **Future Performance; Non-Exhaustive.** All representations and warranties of Supplier shall be deemed to be repeated on a daily basis during the term of the Agreement and for the duration of all of Supplier's obligations under the Agreement. As such, all representations and warranties of Supplier shall extend to, and shall be deemed to be made by Supplier with respect to, future performance of the Goods throughout the Warranty Period and are not modified, waived or discharged by delivery, inspection, tests, acceptance or payment. Buyer's approval of any design, drawing, material, process or specifications will not relieve Supplier of these representations and warranties. The warranties set forth in this Section 8 are in addition to any warranties express or implied by law or equity or otherwise made by Supplier.

8.8 **Notice to Buyer.** Supplier shall immediately notify Buyer in writing in the event Supplier breaches, or has reason to believe that it will breach (through its or a third party's act or omission, including receipt of notice by or on behalf of any Governmental Authority), any representation or warranty set forth in this Section 8.

8.9 **Remedial Action.** Supplier will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in the Goods that is or may become harmful to Persons or property or fails to meet the Specifications or other requirements of the Agreement. Promptly upon learning of defective or non-conforming Goods, Supplier will develop, document and implement corrective actions in accordance with all applicable quality control policies and standards of Buyer, including by: (a) promptly investigating and reporting on the root cause of the problem; (b) remedying the cause of the problem and resume performance in accordance with the Agreement; (c) implementing and notifying Buyer of measures taken by Supplier to prevent recurrences if the problem is otherwise likely to recur; and (d) making written recommendations to Buyer for improvements in procedures.

9. **INDEMNIFICATION**

9.1 **Supplier Indemnity.** Supplier shall fully defend, indemnify, and hold harmless Buyer, its Affiliates and its and their respective, directors, officers, and employees from and against any and all suits, judgments, claims, and demands (including all costs, attorney and professional fees, and any related expenses) for liabilities, losses, injuries, or damages, including, but not limited to, injury to, or death of, any person or damage to property of any kind (collectively, "**Claims**"), relating to or arising out of (i) any negligent or intentional act or omission of Supplier, its employees, agents, invitees, or subcontractors, (ii) Supplier's breach of this Agreement, (iii) the failure of any Goods furnished by Supplier hereunder to comply with the warranties referred to in Article 8 above or in Exhibit A, as applicable, or (iv) Third Party infringement claims relating to the sale or use of any Work performed hereunder. Notwithstanding any of the foregoing, in no event shall Supplier be required to defend, indemnify, and hold harmless Buyer, its Affiliates and its and their respective directors, officers, and employees from and against any Claims to the extent caused by Buyer's own sole or gross negligence. In furtherance of the foregoing, Supplier hereby expressly waives any and all statutory and/or constitutional immunity to which, but for this waiver, it might be entitled as an employer in compliance with the compensation laws covering Supplier's operations, or under any other employee benefit statutes or similar laws of any jurisdiction.

9.2 **Indemnification Procedure.** After receiving a demand for indemnification pursuant to this Section 9, Supplier shall either (at Buyer's option) (i) defend Buyer using counsel selected by Supplier and approved in writing by Buyer (such approval not to be unreasonably withheld or denied), at Supplier's sole cost and expense, or (ii) reimburse Buyer for all reasonable expenses incurred by it in defending the Claim, including all expenses incurred in investigating and defending any claims arising from therefrom (including reasonable attorneys' fees, court costs, and all fees and expenses of consultants and other professionals). Supplier shall not enter settlement of or compromise any Claim without obtaining the prior written consent of Buyer.

9.3 **Consequential Damages.** Except to the extent arising in connection with a (i) claim for which indemnity is owed by Supplier hereunder, (ii) breach of the confidentiality provisions provided herein, or (iii) Client Contract Penalties, **NEITHER BUYER OR SUPPLIER SHALL BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COST OF CAPITAL, LOSS OF ANTICIPATED PROFITS OR REVENUES, BUSINESS INTERRUPTION DAMAGES, LOSS OF USE OR INCREASED EXPENSE OF USE OF EQUIPMENT OR PLANT, LOSS OF POWER OR PRODUCTION, OR COST OF PURCHASED OR REPLACEMENT POWER OR PRODUCTION (collectively, "Consequential Damages").**

10. **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; BUYER PROPERTY**

10.1 **Confidential Information.** Each of Buyer or Supplier receiving Confidential Information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**") agrees that (a) during the performance of an Order, and for a period of five (5) years thereafter, it shall maintain and safeguard the confidentiality of all such Confidential Information, handling and treating it with at least the same degree of care (and affording it the same protections) the Receiving Party observes and provides for its own confidential, proprietary and trade secret information, and in all events with at least a reasonable standard of care; and (b) it shall not use such Confidential Information other than in furtherance of its obligations hereunder, and for no other purpose. For purposes of the foregoing, the term "**Confidential Information**" shall mean and include confidential, non-public information provided by the Disclosing Party that describes, pertains, or relates to the Work or the performance thereof, or to the sourcing strategies, manufacturing designs, equipment specifications, or client data provided or used in performing the Work. The non-disclosure and confidentiality restrictions described in this paragraph shall not apply to any Confidential Information which (i) is independently developed by the Receiving Party, without reliance upon or reference to

- the Confidential Information of the Disclosing Party, (ii) is or becomes generally available in the public domain through no wrongful act or unauthorized disclosure of the Receiving Party, (iii) was lawfully in the Receiving Party's possession prior to it being provided by the Receiving Party, or (iv) is independently made available to the Receiving Party as a matter of right by a Third Party without obligations of secrecy.
- 10.2 **Ordered Disclosure.** If the Receiving Party receives a request or order to disclose all or part of the Disclosing Party's Confidential Information under the terms of a subpoena, decree or order issued by a court or tribunal of competent jurisdiction, or by a governmental body pursuant to law or regulation, the Receiving Party shall (if legally permitted) promptly notify the Disclosing Party of such request or order and, upon request, shall reasonably assist the Disclosing Party in seeking a protective order with respect to the Confidential Information required to be disclosed thereunder, at the Disclosing Party's sole cost and expense.
- 10.3 **Return or Destruction of Confidential Information.** Upon the termination of this Agreement or upon demand, the Receiving Party shall, at the Disclosing Party's option, (i) return the Disclosing Party's Confidential Information to the Disclosing Party, or (ii) destroy the Disclosing Party's Confidential Information and all copies and reproductions thereof and certify that all such Confidential Information has been destroyed and is no longer useable or retrievable in any format.
- 10.4 **Remedies.** The Parties agree that the non-breaching Party would be irreparably damaged by reason of any violation of the provisions of this Section 10, and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the non-breaching Party shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against the breaching Party, its agents, assigns or successors for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss and without the necessity of posting bond. It is expressly understood by the Parties that this injunctive or other equitable relief shall not be the non-breaching Party's exclusive remedy for any breach of this Agreement and the non-breaching Party shall be entitled to seek any other relief or remedy which it may have by contract, statute, law or otherwise for any breach hereof.
- 10.5 **Rights in Confidential Information.** This Agreement does not constitute a transfer of any ownership interest in Buyer's Confidential Information and all of Buyer's right, title, and interest in and to all Confidential Information disclosed shall at all times be and remain the sole property of Buyer. No disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title and interest to Supplier or any other Person.
- 10.6 **Intellectual Property.** Supplier hereby grants to Buyer and its Affiliates a non-exclusive, worldwide, fully paid-up, irrevocable license to make, use, sell, offer to sell, import, and export any Intellectual Property of Supplier that is embodied in, or incident to the use of: (a) all Goods and Services, (b) the systems, including all components thereof, with which the Goods and Services interact, and (c) the systems, including all components thereof, developed in collaboration with Buyer. Supplier further hereby grants to Buyer and its Affiliates a non-exclusive, worldwide, fully paid-up, irrevocable license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including, without limitation, all drawings, prints, manuals, and specifications) furnished by Supplier hereunder. In the event Buyer engages Supplier to produce products or materials that embody Intellectual Property (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, and manuscripts), it is understood and agreed by Supplier that Buyer is the sole owner of all such Intellectual Property and Supplier hereby assigns all of Supplier's right, title, and interest in and to such Intellectual Property to Buyer. Further, all such materials shall be considered "works made for hire" to be owned by Buyer pursuant to 17 U.S.C. §201, notwithstanding the fact that Supplier is an independent contractor, and not an employee of, Buyer. For purposes of the foregoing, the term "**Intellectual Property**" shall mean all patent, copyright, trademark, trade secret, or other intangible property rights, including potential such rights, provided under any state, local, or foreign law.
- 10.7 **Buyer Property.** Unless otherwise agreed to in writing, all materials, tooling and equipment, patterns, dies, molds, tools, models, jigs, core boxes, or similar materials for use in the performance of the Work ("**Tooling**"), whether created by Supplier pursuant to Buyer's specifications or provided to Supplier by Buyer, shall be and remain the property of Buyer, shall be subject to disposition (including, without limitation, return of the Tooling to Buyer) according to Buyer's instruction, and shall be used only in performing Work for Buyer. The Parties agree that Supplier shall hold the Tooling as bailee for Buyer, and Supplier owns no rights in the Tooling whatsoever. Supplier shall not (and shall not allow any Third Party to) move, relocate, alter, modify, duplicate, sell, transfer, assign, mortgage, pledge, or allow a security interest to be granted with respect to the Tooling. Supplier shall, at its own cost and expense, (i) keep the Tooling in good operating condition and use reasonable efforts to protect it from abuse, misuse, theft, destruction or alteration; (ii) exercise reasonable care in using the Tooling; and (iii) upon written request and at Buyer's sole cost and expense, promptly return the Tooling to Buyer in good working order, reasonable wear and tear excepted. **BUYER PROVIDES NO WARRANTY WITH RESPECT TO ANY TOOLING, AND BUYER EXPRESSLY DISCLAIMS, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. BUYER SHALL NOT BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY CLAIM BY SUPPLIER ARISING FROM THIS AGREEMENT OR USE OF TOOLING HEREUNDER.**
- 10.8 **Data Security.** Supplier shall: (a) establish, implement and maintain reasonable safeguards against the destruction, loss, alteration and unauthorized access and use of Buyer's Confidential Information in the possession or control of Supplier (or its subcontractors) that are no less rigorous than those maintained by Supplier for its own data of a similar nature; and (b) comply with Buyer's information and data security policies as disclosed to Supplier from time to time.
- 10.9 **Non-Disparagement.** During the term of the Agreement and thereafter, Supplier shall not make or publish any disparaging or derogatory statements with respect to Buyer, or its integrity, business or professional standing or reputation, or that of any of its Affiliates or representatives.

11. **INSURANCE**

11.1 **Insurance in Support of Indemnities.** During the Term of this Agreement, Supplier shall procure and maintain, in support of its indemnity obligations under this Agreement, and not as a separate obligation therefrom, policies of insurance of the types and in coverage amounts not less than the minimum limits specified below:

- (a) Workers' Compensation Insurance in accordance with statutory requirements of the state where the Work is performed.
- (b) Employers' Liability Insurance with limits of not less than Bodily Injury by Accident \$1,000,000 (each accident), Bodily Injury by Disease \$1,000,000 (policy limit), and Bodily Injury by Disease \$1,000,000 (each employee). All workplace locations involved in the Work should be covered.
- (c) Commercial General Liability Insurance, written on an occurrence basis, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate Bodily Injury and Property Damage.
- (d) Comprehensive Automobile Liability Insurance covering hired and non-owned vehicles with limits of \$1,000,000.00 per occurrence and Bodily Injury and Property Damage combined single limits.
- (e) Umbrella Liability Insurance with limits of \$5,000,000. The Umbrella Liability Insurance would be in excess of the Commercial General Liability and Comprehensive Automobile Liability Insurance coverage.

It is understood and agreed that the insurance coverages specified in this Section 11.1 are minimum requirements and are not to be construed to void or limit the indemnities contained herein. Also, such minimum requirements do not represent any limitation upon the insurance coverage(s) Supplier may elect to provide.

11.2 **Additional Insured and Loss Payee Status; Waiver of Subrogation.** Supplier shall arrange for Buyer to be named as additional insureds, on a primary and non-contributory basis, on both its Commercial General Liability Insurance policy(ies) and its Auto Liability Insurance policy(ies). All Supplier Policies shall waive subrogation rights as to Buyer and its insurers. Such Policies must be written by reputable, financially responsible insurance companies satisfactory to Buyer with an A.M Best's rating of A- or better.

11.3 **Certificates of Insurance.** At least seven (7) days prior to the start of work on Buyer's premises, Supplier will submit to Buyer copies of certificates of insurance or policies reflecting the requirements of this Article 11. All certificates or policies furnished must include provisions that no material change or cancellation of any policy will be made without thirty (30) days prior written notice to Buyer.

12. **LAWS AND REGULATIONS**

12.1 **Applicable Laws.** Each of Buyer and Supplier shall fully comply with any and all Applicable Laws in the performance of this Agreement and any Order. If either Party is required to pay any fine or penalty or is subject to claims as a result of the other Party's failure to comply with Applicable Laws or this Article 12, the Party failing to comply shall defend, indemnify, and hold harmless the other Party for all claims arising from such failure, to the extent of the indemnifying Party's fault.

12.2 **Federal Regulations.** Without limiting the generality of Section 12.1 above, Supplier and its subcontractors and agents shall, to the extent same are applicable, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which (i) prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, (ii) prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin and (iii) require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, Supplier, its subcontractor and agents shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A.

12.3 **Ethics.** Supplier agrees, on behalf of it and its Affiliates and agents, to comply with the U.S. Foreign Corrupt Practices Act of 1977 and/or any other Applicable Laws related to anti-corruption, anti-kickbacks, and anti-money laundering.

12.4 **Trade Compliance.** Supplier shall not, directly or indirectly, involve or supply Goods, components, or other items that have been manufactured, originated, transshipped (including a stop in port), transported, or otherwise supplied by (a) any country or region subject to comprehensive sanctions applicable to Buyer, now or in the future, including currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine, (b) any entity known to be headquartered in, or owned or controlled by a national of such countries; or (c) any other individual or entity designated on a denied or restricted party list applicable to Buyer, such as those maintained by the Office of Foreign Assets Control of the United States Treasury Department. Supplier will provide Buyer with the applicable export control classification(s) or rating number(s), Harmonized Tariff Schedule Number(s), and country of origin for every item provided to Buyer. Upon Request, Supplier will also provide certificates of origin/manufacture and any documentation required to participate in relevant preferential tax or tariff agreements or regimes.

12.5 **Security.** Buyer requires its suppliers to take reasonable and practical measures to avoid the introduction of terrorist devices or contraband into its import supply chain. In support of this effort, Buyer requires the following: Supplier shall maintain at its facilities and shall require that its subcontractors maintain at their facilities, sufficient security structures, procedures and accounting systems to prevent the introduction of any contraband or unmanifested devices or materials into its shipments of Goods to Buyer from the point of origin of the goods until risk of loss is passed to Buyer. Supplier will be responsible for the consequences of any failure to secure the shipment and containers during this period. In addition, Supplier shall (i) cooperate with any requests from Buyer for information related to the security of its shipments or the procedures for effecting such shipments; (ii) allow representatives of Buyer, at least once annually or as necessary as determined by Buyer, to provide supply chain security training to key Supplier employees; and (iii) allow representatives of Buyer, third-party supply chain security advisors selected by Buyer, and/or U.S. Customs and Border Protection, as necessary, at reasonable hours and upon reasonable notice, to inspect and audit its books and records, premises, facilities, security procedures and practices with respect to reviewing compliance with this Article 12.

13. **ASSIGNMENT, SUBCONTRACTING; INDEPENDENT CONTRACTOR**

13.1 **Assignment, Subcontracting.** Logisnext shall have the right to assign (in whole or in part), or transfer any of its rights or obligations under this Agreement or any Order to any Affiliate or Third Party without the consent of the Supplier. Supplier shall not assign, subcontract, or otherwise delegate any of its obligations or rights under this Agreement to any Third Party without the prior written consent of Logisnext, which consent shall not be unreasonably withheld, conditioned or delayed. Supplier shall not assign, subcontract, or otherwise delegate any of its obligations or rights under any Order to any Third Party without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed. Such approval shall not relieve Supplier of any of its obligations under this Agreement or any Order, and Supplier shall remain responsible for all Work performed by (and acts and defaults of) its subcontractors of any tier. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

13.2 **Independent Contractor.** Supplier shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between any of the Parties. No Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of any other Party.

14. **FORCE MAJEURE**

No Party shall be considered in breach of this Agreement if delayed or prevented from performing due to a Force Majeure event, provided that written notice of such delay or non-performance, including the anticipated duration of any delay, is given by the nonperforming Party to the other Party within twenty-four (24) hours of the event. . During the period of any delay or failure to perform by Supplier, Buyer, at its option, may purchase Goods from other sources and reduce its Orders to Supplier by such quantities, without liability to Buyer, or cause Supplier to provide the Goods from other sources in quantities and at times requested by Buyer and at the price set forth in the applicable Order(s). If requested by Buyer, Supplier shall provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Supplier does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel the Agreement or any Order, without liability. Additionally, Supplier shall reimburse Buyer for any increase in price that Buyer is required to pay to a substitute supplier in order to obtain the Goods. Supplier acknowledges and agrees that the following will not excuse performance by Supplier under theories of force majeure, commercial impracticability or otherwise and Supplier expressly assumes the following risks: (a) change in cost or availability of materials, components or services based on market conditions, supplier actions or contract disputes; and (b) failure of Supplier's internal business systems related to the proper processing of information that results in any defect or failure in goods or services, deliveries, or any other aspect of performance by Supplier or its subcontractors. Buyer may cancel the Agreement or any Order at any time prior to delivery or performance if its business is interrupted for reasons beyond Buyer's reasonable control. Buyer shall give prompt notice of such cancellation to Supplier.

15. **GOVERNING LAW; VENUE; JURY WAIVER; ATTORNEYS' FEES**

15.1 **Governing Law and Venue.** This Agreement and all Orders shall be governed, construed and interpreted in accordance with the laws of the State of Texas, which shall apply without regard to any choice of law or conflict of law provisions which would direct the application of the laws of another jurisdiction. Further, the Parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement and shall not be applied to any Order hereunder. Venue for any litigation filed with respect to this Agreement, any Order, or the Work performed thereunder, shall be exclusive in the courts, state or federal, sitting in Houston, Harris County, Texas. Nothing herein shall prohibit a Party from availing itself of a court of competent jurisdiction for the purpose of injunctive relief.

15.2 **Jury Waiver. TO THE EXTENT ALLOWED BY THE GOVERNING LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THIS AGREEMENT OR ANY ORDER.**

15.3 **Attorneys' Fees.** In the event a Party institutes suit to enforce any right or obligation against another Party arising from or incidental to this Agreement and/or any Order, the prevailing Party shall be entitled to recover, in addition to any damages or other relief awarded to it, reasonable attorney's fees, court costs, fees of testifying experts or consultants, and other expenses related thereto.

16. **ENTIRE AGREEMENT AND HEADINGS; AMENDMENT; SEVERABILITY; SURVIVAL; WAIVER; NOTICES**

16.1 **Entire Agreement, Headings.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no Party shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided herein. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16.2 **Amendment.** This Agreement may only be amended pursuant to a written instrument executed by each of Logisnext, and Supplier.

16.3 **Severability.** If any term or provision of this Agreement is found to be inconsistent with or contrary to Applicable Law or public policy, same shall be deemed to be modified to the extent required to comply with Applicable Law or public policy (it being the intention of the Parties to enforce to the fullest extent all terms of this Agreement) and as so modified, this Agreement shall continue in full force and effect. In the event such term or provision cannot be deemed modified automatically, the Parties shall attempt to reach agreement on a conforming modification to such term or provision. In the

event any such term or provision cannot be modified to comply with Applicable Law, then said term or provision shall be deemed to be deleted from this Agreement and the remaining provisions shall remain in full force and effect.

- 16.4 **Survival.** The provisions of Sections 15 and 16, and all obligations pertaining to taxes, audit, warranties, indemnification, and confidentiality, and all other provisions that by their nature extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination.
- 16.5 **Waiver.** No waiver by a Party of any of the terms, provisions, or conditions hereof shall be effective unless said waiver shall be in a writing signed by an authorized officer of the Party against whom the waiver is sought to be enforced. The failure of a Party to enforce any provision of this Agreement (or any Order) shall in no manner affect the right to enforce the same at a later time, and the waiver by either Party of any breach of any provision in this Agreement (or any Order) shall not be construed to be a waiver by such Party of any subsequent or succeeding breach of that provision or of any other provision.
- 16.6 **Notices.** All legal notices given under this Agreement must be written, in non-electronic form, and in English, and will be effective when received.

Last Updated Date: April 30, 2026

Exhibit A WARRANTY AND RESPONSIBILITY TERMS FOR GOODS INCORPORATED INTO LIFT TRUCKS

This Exhibit A supplements the attached Agreement regarding the warranties and responsibilities with respect to Goods sole to Buyer by Supplier. The provisions set forth in this Exhibit A shall supersede any conflicting provisions of the Agreement.

1. WARRANTY

- 1.1 During the Warranty Period (as defined below), Supplier represents and warrants to Buyer that the Goods provided by it (i) are new and conform in all respects to the requirements of the Order, any Supplier Specifications, any Buyer Specifications, and all Applicable Laws, (ii) are merchantable, safe, fit for their intended purpose, and of good design (if designed by Supplier), (iii) are and will remain free of defects in material and workmanship, and (iv) properly indicate the correct country of origin. Supplier also represents and warrants that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other Third Party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of the Goods shall not constitute a waiver of any breach of warranty.
- 1.2 The term “**Warranty Period**” for Goods means the period beginning on the date the lift truck (into which the Goods are incorporated) is delivered to the original customer or twenty-four (24) months from the date the lift truck is shipped from Buyer, whichever is earlier, and shall last:
- (a) twenty-four (24) months or four-thousand (4000) operating hours (whichever occurs first) for components related to the lift truck powertrain, including:
 - i. Engine / Motors (engine, including the cylinder block, cylinder head, rocker assembly and all internal moving parts fully enclosed within these units, and drive motors, including the bearing cases, bearings and armature);
 - ii. Transmission (including control valve, torque converter, clutch housing, internal gears and shafts);
 - iii. Drive Axle (final drive axles, including the axle housing, differential carrier, reduction drive, axle shafts and front wheel hubs); and
 - iv. Electric Drive Control System (drive control logic card, control panel assembly, and vehicle manager); or
 - (b) twelve (12) months or two-thousand (2000) hours usage (whichever occurs first) for all components not listed in Section 1.2(a) above.

Notwithstanding the foregoing, the term “**Warranty Period**” for Goods that have been replaced, shall mean a period of twenty-four (24) months for components related to the lift truck powertrain, or twelve (12) months for all other parts, from the date of such replacement.

- 1.3 In the event it is determined that the Good(s) fail to conform to the warranties in Section 1.1 above (in accordance with the warranty claims process set forth in Article 3 below), Buyer may, in its sole discretion, require Supplier to either (i) replace such non-conforming Goods with conforming Goods at Supplier’s sole cost and expense, or (ii) refund or credit Buyer in full for the price paid by Buyer for the non-conforming Goods. Supplier shall also be responsible for the cost of all reasonable packaging and shipping costs of returning Goods to Supplier and re-delivery to Buyer or the end-user, in addition to any reasonable labor hours associated with removing or replacing such non-conforming Goods.

2. WARRANTY CLAIMS PROCESS

- 2.1 Within thirty (30) days of Buyer approving a valid warranty claim from a dealer or end-user regarding Goods purchased from Supplier, Buyer will provide to Supplier, via the Buyer warranty system or by appropriate documentation methods, notice of such claim and detailed information regarding the claims and warranty expenses that incurred due to the failure of the Goods to satisfy any the applicable warranty, to the extent such details are reasonably available to Buyer. Such details may include: (i) the expenses or other damages incurred or suffered as a result of such defect or failure; (ii) any dealer-provided diagnostic failure information relating to the claim; (iii) the Buyer part number, claim number, and serial number of

the lift truck to which the Goods are attached; and (iv) the meter hours of the lift truck into which the Goods were incorporated, as of the time of repair.

- 2.2 Promptly after receiving notice of a warranty claim, but in no event more than thirty (30) days after receipt of such claim, Supplier will advise Buyer in writing that (i) it agrees that the claim is valid and payable, (ii) it disputes the claim, (iii) it requests specific additional information regarding the claim, or (iv) it requests the return of allegedly non-conforming Goods pursuant to Section 2.3 below. If Supplier fails to respond to Buyer within thirty (30) days after receipt of such claim, or Supplier otherwise fails to dispute such claim in accordance with the following paragraph, the claim shall be deemed to be valid and payable, and Buyer will debit Supplier for the full amount of the claim and any associated fees as provided herein.
- 2.3 Supplier agrees and acknowledges that Buyer is unable to return Goods in connection with a claim, except as otherwise specified herein. Supplier agrees to process all claims regarding allegedly non-conforming Goods in good faith without having received the Goods in question. Provided, however, Supplier may request the return of a sample of the non-conforming Goods in question, in the event (i) Buyer initiates a recall or investigation in accordance with Article 3 below, (ii) Logisnext for Supplier are made aware of a recurring quality issue or a product concern, or (iii) Supplier notifies Buyer that it wishes to conduct a claim "spot check" (which may not occur more than one time per annual quarter). If Supplier requests the return of the allegedly non-conforming Good in accordance with Section 2.2 above, Supplier shall pay all shipping or transportation costs to return such Goods will be made at Supplier's expense, in addition to a material handling fee of ten percent (10%) of Buyer's purchase cost of such Goods. Notwithstanding the foregoing or anything to the contrary in this Exhibit A, Goods sold to end-users located in Mexico or South America will not be returned to Supplier.
- 2.4 Supplier may only dispute a claim in accordance with Section 2.2(ii) above if (a) Supplier or its designee has conducted a good faith analysis of the claim and the Goods in question (if returned), which analysis reasonably determined that the Goods in question are in full compliance with all warranties, and (b) Supplier documents its findings in writing and provides a copy of the same to Buyer within the thirty (30) day period referenced above.

3. PAYMENT OF CLAIMS

- 3.1 With respect to warranty claims which are valid and payable, Supplier will promptly:
 - (a) Issue credit to Buyer for the Price of the Goods, any reasonable travel and labor expenses incurred by Buyer's personnel (or Buyer's authorized dealer) related to such failure, and any direct damages caused in whole or part by such failure; and
 - (b) Pay or credit to Buyer a claims processing fee equal to fifteen percent (15%) of the Price of the Goods.
- 3.2 If Supplier agrees to use Buyer's warranty system to process warranty claims, payment of the claim and any associated fees may be made by means of a debit to the Supplier's account, and the processing fee referenced in Section 3.1(b) above shall be waived.

4. RECALLS; INVESTIGATIONS

- 4.1 Notwithstanding anything to the contrary in this Exhibit A or the Terms and Conditions, if Buyer reasonably believes a breach of a warranty with respect to the Goods exists, which, in Buyer's sole discretion, warrants that all such Goods or groups of Goods be recalled, repaired or replaced, Supplier and Buyer will work together promptly and in good faith to investigate the issues surrounding such potential breach of warranty.
- 4.2 If, in Buyer's sole discretion, such investigation confirms the existence of a breach of a warranty as to such Goods, then Supplier and Buyer will work together promptly to remedy such breach, and to complete the recall of Goods which are or may reasonably be affected thereby.
- 4.3 Supplier will be responsible for all costs related to the recall, replacement, or repair of such Goods, including but not limited to reasonable labor and travel costs associated with the recall, and shall promptly reimburse Buyer for any such costs incurred by Buyer.
- 4.4 Buyer shall be responsible for a proportionate share of all such costs related to the recall, replacement, or repair to the extent that any such breach or defect is due to Buyer's designs, or to errors in any specifications, performance standards, drawings samples or descriptions furnished or specified by Buyer to such Goods.