

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.
 - 1.1. Where these terms and conditions (these "**Terms**") are attached to, or expressly incorporated by reference in, a purchase order (the "**Purchase Order**"), these Terms will govern the purchase of goods ("**Goods**") or services ("**Services**") by Hoover Materials Handling Group, Inc. or any of its affiliated entities issuing such Purchase Order ("**Buyer**") from the entity named on the Purchase Order ("**Seller**" and, together with Buyer, "**the parties**").
 - 1.2. Fulfillment of, or commencement of performance under, the Purchase Order constitutes acceptance of these Terms. The Purchase Order and these Terms are collectively referred to herein as "**the Agreement**" and shall comprise the entire agreement between Buyer and Seller with respect to such purchase or Goods or Services, superseding (a) any prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and (b) any of Seller's general terms and conditions of sale. Notwithstanding the foregoing, if Buyer and Seller are parties to a separate written agreement applicable to the sale of such Goods and Services, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
2. Delivery of Goods and Performance of Services.
 - 2.1. Seller shall deliver the Goods and/or perform the Services, as applicable, in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Seller fails to deliver the Goods or perform the Services, as applicable, in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
 - 2.2. Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of packaging material shall be made at Seller's risk of loss and expense.
 - 2.3. Seller shall provide the Services to Buyer as described and in accordance with the schedule set forth on the Purchase Order and/or related documentation and in accordance with the terms and conditions set forth in these Terms.
 - 2.4. Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.
3. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. Shipping Terms. Delivery shall be made FOB Delivery Point unless otherwise set forth in the Purchase Order. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to Purchase Orders attached or issued hereunder.
5. Title and Risk of Loss. Title and risk of loss for any Goods shall pass to Buyer upon delivery at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.
7. Price. The price for the Goods or Services shall be the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in Purchase Order, the Price includes all packaging costs, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price, regardless of increased material, labor or transportation costs, shall be effective without the prior written consent of Buyer.
8. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) days of the receipt of an invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder shall be in US Dollars. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement or otherwise. In the event of a dispute with respect to an invoiced amount, Buyer shall deliver a written statement to Seller no later than fifteen (15) days prior to the date payment is due listing all disputed items with a reasonably detailed description for each. Amounts not so disputed shall be deemed accepted and will be paid within the period set forth in this Section 8. The parties shall seek to resolve any dispute expeditiously and in good faith and Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.
9. Seller's Obligations Regarding Services. Seller shall:
 - 9.1. before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;
 - 9.2. comply with all rules, regulations, and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
 - 9.3. maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services. During the term of this Agreement and for a period of two (2) years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller's personnel in connection with the provision of the Services;
 - 9.4. obtain Buyer's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each Permitted Subcontractor and its employees and their compliance with this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any of Seller's subcontractor or suppliers;

- 9.5. require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;
 - 9.6. ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services;
 - 9.7. ensure that any equipment used in the provision of the Services is in good working order, suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and
 - 9.8. keep and maintain any Buyer equipment in its possession in good working order and not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.
10. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within ten (10) days of receipt of a Change Order submit to Buyer a firm proposal for any adjustment of cost directly arising from the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the Services as modified by the Change Order and at the adjusted price. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.
11. Warranties.
- 11.1. Seller warrants to Buyer that for a period of twelve (12) months from the Delivery Date, all Goods will:
 - 11.1.1. be free from any defects in workmanship, material and design;
 - 11.1.2. conform to applicable specifications, drawings, designs, samples and other requirements or as may be specified by Buyer in the Purchase Order;
 - 11.1.3. be fit for their intended purpose and operate as intended;
 - 11.1.4. be merchantable;
 - 11.1.5. be free and clear of all liens, security interests or other encumbrances; and
 - 11.1.6. not infringe or misappropriate any third party's patent or other intellectual property rights.
 - 11.2. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
 - 11.3. These warranties set forth in this Section shall survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer and are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations shall run from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

12. **General Indemnification.** Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company and/or subsidiaries, affiliates, successors or assigns and each of their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or related to the Goods and Services, or Seller's negligence, willful misconduct or breach of this Agreement. Seller shall not enter any settlement with respect to any indemnified Losses under this Section without Buyer's prior written consent. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOST BUSINESS OPPORTUNITIES IN CONNECTION WITH PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
13. **Intellectual Property Indemnification.** Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter any settlement with respect to any indemnified Losses under this Section without Buyer's prior written consent.
14. **Insurance.** Seller shall carry commercial general liability, automobile liability, pollution legal liability, and property coverages in amounts sufficient to satisfy Seller's obligations under this Agreement, but in no event with limits less than \$1,000,000 per occurrence. Seller's insurance policies, whether or not required by this Agreement, shall be endorsed to contain a waiver on the part of the insurer, by subrogation or otherwise, of all rights against Buyer and its affiliated companies. All of Seller's insurance policies, whether or not required by this Agreement, shall be primary (and shall receive no contribution from) any insurance or self-insurance in favor of any member of the Buyer or its affiliated companies. All of Seller's insurance policies, whether or not required by this Agreement, and excluding Worker's Compensation and Professional Liability, shall be endorsed to name Buyer and its affiliated companies as additional insureds.
15. **Proper Business Practices.** As an essential element of this Agreement, Seller acknowledges that it will act in a manner consistent with Buyer's *Supplier Code of Conduct* (the "**Code**"), a copy of which has been made available to Seller and is available at the following link: <https://hooversolutions.com/sustainability/>, in connection with all Goods and Services provided pursuant to this Agreement. Seller is solely responsible to take all necessary measures to ensure Seller and its affiliates, employees, representatives, and Permitted Subcontractors comply with the Code. Seller shall act in a manner consistent with all applicable law with respect to improper or illegal payments and gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and shall not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement.
16. **Compliance with Law.** Seller shall comply with all laws, regulations, and ordinances applicable to the Goods or Services. Seller shall maintain in effect all licenses, permissions, authorizations, consents and permits necessary or advisable to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.
17. **Termination.** In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if (a) Seller has not materially performed or complied with any of these Terms, in whole or in part, or (b) Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

18. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
19. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, shall be used by Seller solely for the purpose of performing this Agreement, and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
20. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, did not arise from such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, storms, hurricanes, floods, fire, earthquakes, explosion, epidemic, quarantine, war, invasion, hostilities, terrorist acts, riots, strike, embargoes, or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement as expeditiously as possible. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) business days, Buyer may terminate this Agreement immediately by giving written notice to Seller.
21. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.
22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.
25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Houston and County of Harris, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the attached Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
27. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
28. Survival. Provisions of these Terms which by their nature should apply after any termination or expiration of this Agreement will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Indemnification, Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.
29. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.