

GOVERNMENT PROCUREMENT CLAUSES (FAR / DFARS CLAUSES)

Each entity (a “Supplier”) that supplies goods or services (“Products”) to Hyster-Yale Materials Handling, Inc. or any of its subsidiaries or affiliates (collectively, the “Company”), in support of Company’s U.S. Government prime contracts and/or subcontracts in support of a U.S Government prime contract, agrees to fully observe and comply with all applicable federal, state and local laws, rules, regulations and orders pertaining to the production and sale of the Products ordered. Upon request, Supplier shall furnish Company certificates of compliance with such laws, rules, regulations, and orders, including, but not limited to the following, which are incorporated by reference into any agreement between Company and Supplier regarding, or terms and conditions governing, the purchase and sale of Products (the “Agreement”):

1. Clauses Applicable to All Suppliers:

A. Supplier agrees to comply with the following Federal Acquisition Regulation (“FAR”) and Department of Defense FAR Supplement (“DFARS”) clauses, as applicable, which are incorporated by reference with the same force and effect as if the text of the clauses was fully set forth herein.

1. For purposes of the Agreement, the following FAR and DFARS clauses will operate, impose the obligations and responsibilities of the parties and be interpreted as if “Government” means “Company,” “Contracting Officer” means the person designated by the Company as the “Company Buyer” (or, if no such person is designated, the person responsible for purchasing Products from Supplier on behalf of the Company), “Contract” means the Agreement, “Offeror” means Supplier, “Contractor” means Supplier, and “Disputes clause” means the disputes clause of set forth in Section 1(G), below. Supplier will also include these FAR and DFARS clauses into each lower-tier subcontract it issues, as applicable.
2. “COTS item” means any item of supply (including construction material) that is: (i) a commercial item (as defined in paragraph (1) of the commercial item definition in FAR 2.101); (ii) sold in substantial quantities in the commercial marketplace; and (iii) offered to Company under this Agreement without modification, in the same form in which it is sold in the commercial marketplace.
3. FAR Clauses:

FAR 52.202-1, Definitions (NOV 2013)

FAR 52.203-3, Gratuities (APR 1984)

FAR 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006)
(ALTERNATE I – OCT 1995) (if the Agreement exceeds \$150,000)

FAR 52.203-7, Anti-Kickback Procedures (MAY 2014) (if the Agreement has a value over \$150,000; paragraph (c)(1) is excluded)

FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
(if the Agreement exceeds \$150,000)

FAR 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (if the Agreement exceeds \$5,000,000 and has a performance period of more than 120 days)

FAR 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (if the Agreement is funded by the American Recovery and

Reinvestment Act of 2009)

FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014) (if the Agreement exceeds \$150,000)

FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)

FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (if the Agreement exceeds \$35,000 and is not for COTS items)

FAR 52.211-15, Defense Priority and Allocation Requirements (APR 2008) (if the Agreement is a rated order certified for national defense use)

FAR 52.219-8, Utilization of Small Business Concerns (OCT 2018)

FAR 52.219-28, Post-Award Small Business Program Representation (JUL 2013) FAR 52.222-3, Convict Labor (JUNE 2003)

FAR 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2018)

FAR 52.222-21, Prohibition of Segregated Facilities (FEB 1999)

FAR 52.222-26, Equal Opportunity (SEP 2016)

FAR 52.222-35, Equal Opportunity for Veterans (OCT 2015) (if the Agreement is equal to or exceeds \$150,000)

FAR 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (if the Agreement exceeds \$15,000)

FAR 52.222-37, Employment Reports on Veterans (FEB 2016) (if the Agreement is equal to or exceeds \$150,000)

FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (if the Agreement exceeds \$10,000)

FAR 52.222-50, Combating Trafficking in Persons (MAR 2015) (The requirements of paragraph (h) only apply to the portion of the Agreement that: (i) is for supplies, other than COTS items, acquired outside the United States, or services performed outside of the United States; and (ii) has an estimated value that exceeds \$500,000; Supplier shall submit the certification required by this clause prior to award of the Agreement and annually thereafter)

FAR 52.222.90, Implementation of Executive Order 14398, Addressing DEI Discrimination by Federal Contractors, requires contractors to avoid racially discriminatory DEI based on race or ethnicity disparate treatment, and to comply with reporting and compliance obligations under

federal contracts.

FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (if the Agreement is for energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program)

FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

FAR 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008)

FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007) (if the Agreement exceeds \$150,000; the first reference to “Government” in paragraph (b) means Company and/or the U.S. Government)

FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (if Supplier is a small business concern under the Small Business Administration’s regulations, 13 CFR 121)

FAR 52.233-3, Protest After Award (AUG 1996) (in paragraph (b)(2), the term “30 days” is changed to “15 days”)

FAR 52.242-15, Stop-Work Order (AUG 1989) (in paragraph (b)(2), the term “30 days” is changed to “15 days”)

FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

4. Service Contracts: The following FAR clauses apply to Agreements for the performance of services:

FAR 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (if the Agreement exceeds \$150,000 and includes the performance of services)

FAR 52.222-41, Service Contract Labor Standards (AUG 2018) (if the Agreement is for services subject to Service Contract Labor Standards statute)

FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (if Supplier certifies that the Agreement is for exempt services under the clause)

FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (if Supplier certifies that the Agreement is for exempt services under the clause)

FAR 52.222-54, Employment Eligibility Verification (OCT 2015) (if the Agreement involves the performance of services in the United States, with a value exceeding \$3,500, except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item)

FAR 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (if the Agreement is subject to the Service Contract Labor Standards statute and is to be performed in whole or in

part in the United States)

FAR 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (if the Agreement is subject to the Service Contract Labor Standards statute and is to be performed in whole or in part in the United States)

5. DFARS Clauses: The following DFARS clauses apply to work performed or Products delivered in support of Company's U.S. Department of Defense prime contracts or subcontracts:

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (OCT 2015)

DFARS 252.211-7003, Item Identification and Valuation (MAR 2016) (if the Agreement is for items for which item unique identification is required, in accordance with paragraph (c)(1) of the clause)

DFARS, 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014) (if the Agreement is for items containing specialty metals; paragraphs (d) and (e)(1) are excluded)

DFARS 252.227-7013,* Rights in Technical Data--Noncommercial Items (FEB 2014) (if the Agreement involves the delivery of technical data for noncommercial items, or for commercial items developed in any part at Government expense)

DFARS 252.227-7015,* Technical Data—Commercial Items (FEB 2014) (if the Agreement involves the delivery of technical data related to commercial items developed in any part at private expense)

DFARS 252.227-7037,* Validation of Restrictive Markings on Technical Data (SEP 2016) (if the Agreement requires delivery of technical data)

DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)

DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019)

* No substitution of parties for the "government" applies to this clause. References in the clause to the "government" will mean the U.S. Government and references to the "Contracting Officer" will mean U.S. Government Contracting Officer for the applicable prime contract.

6. Additional FAR/DFARS Clauses: In addition to the above FAR and DFARS clauses incorporated by reference, Supplier acknowledges that Company may be required by its U.S. Government prime contract or subcontract to include additional FAR, DFARS, or other agency supplemental clauses in the Agreement. Supplier will comply with any such additional clauses identified by Company.

B. Termination for Convenience.

When directed by the U.S. Government, Company may terminate the Agreement, or any part thereof, for convenience. In the event of such termination, the Supplier will immediately stop all work under the Agreement and will immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the Agreement, the Supplier will be paid a percentage of the contract price reflecting

the percentage of the work performed prior to the notice of termination, plus reasonable charges Supplier can demonstrate to the satisfaction of Company using its standard record keeping system, have resulted from the termination. Supplier will not be required to comply with the cost accounting standards or contract cost principles for this purpose. Supplier will not be paid for any work performed or costs incurred which reasonably could have been avoided.

C. Service Contract Reporting:

If the Agreement is for the performance of services and has a value of \$500,000 or more, within five (5) calendar days of Company's request, Supplier will provide the following detailed information to Company: (i) Subcontract number (including subcontractor name and DUNS number); and (ii) the number of Supplier direct-labor hours expended on the services performed during the previous Government fiscal year. This information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

D. Reporting Executive Compensation and First-Tier Subcontract Awards:

1. Agreement Value

If the Agreement has a value of \$30,000 or more, within five (5) calendar days of Company's request, Supplier will provide Company with the following information: (i) the unique identifier (DUNS Number) for both Supplier and, if applicable, its parent company; (ii) a description of the products or services provided under the Agreement; (iii) Supplier's physical address including street address, city, state, country, and nine-digit zip code and congressional district; and (iv) Supplier's primary performance location including street address, city, state, country, and nine-digit zip code and congressional district.

2. Reporting

Supplier will report to Company within five (5) calendar days of Supplier's request, the names and total compensation of each of Supplier's five most highly compensated executives for Supplier's preceding completed fiscal year if in Supplier's preceding fiscal year, Supplier received:

(a) Percentage Annual Revenues

80 percent or more of its annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants, and cooperative agreements;

(b) Dollar Amount Annual Revenues

\$25,000,000 or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants, and cooperative agreements; and

(c) Public Access to Information

The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

3. Definitions

The terms "executive" and "total compensation" are defined in FAR 52.204-10, "Reporting Executive Compensation and First-Tier Subcontract Awards."

4. Exception

This Section 1(D) will not apply if Supplier, in the previous tax year, had gross income from all sources under \$300,000.

5. Public Information

Company hereby informs Supplier that the information provided by Supplier to Company under this

Section 1(D) will be made public.

E. Certifications:

1. Agreement Performance

By performing the Agreement, Supplier certifies that:

(a) Debarment or Suspension

Neither Supplier nor any of its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) Previous Prime Contracts

If it has participated in a previous prime contract or subcontract subject to FAR 52.222-26, “Equal Opportunity,” that Supplier has filed all required compliance reports.

(c) Affirmative Action Program

If it has previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), that Supplier has developed and has on file at each establishment affirmative action programs required by such rules and regulations.

(d) No Federal Funds for Influencing

To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Agreement. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Supplier with respect to the Agreement, Supplier will complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Supplier need not report regularly employed officers or employees of Supplier to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into the Agreement imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions.”

(e) Fair Labor Standards Act

The Products to be manufactured or furnished under the Agreement have been or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Federal Fair Labor Standards Act, as amended, and those regulations and orders of the U. S. Department of Labor issued under Section 14 thereof.

2. System for Award Management

By submitting an offer, Supplier verifies that, if Supplier is registered in the System for Award Management (“SAM”), the size or socioeconomic representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Supplier’s offer.

F. Comptroller General Examination of Record:

The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), the Administrator of General Services, or an authorized representative of the foregoing officials will have access to and right to examine any of Supplier's or any of Supplier's subcontractors' records that pertain to, and involve transactions relating to, the Agreement. Supplier will make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after Company's receipt of final payment under its prime contract or higher-tiered subcontract, or for any longer period specified in FAR Subpart 4.7, Contractor Records Retention, or the other clauses of the Agreement. If the Agreement is completely or partially terminated, the records relating to the work terminated will be made available for 3 years after any resulting final termination settlement. Records relating to appeals or to litigation or the settlement of claims arising under or relating to the Agreement will be made available until such appeals, litigation, or claims are finally resolved. As used in this Section 1(F) records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Supplier to create or maintain any record that Supplier does not maintain in the ordinary course of business or pursuant to a provision of law.

G. Disputes:

If Company elects to prosecute any dispute involving the Agreement under the disputes procedure applicable to the U.S. Government prime contract or higher-tier subcontract, Supplier will cooperate fully with Company in prosecuting the dispute. Supplier will be bound by the final outcome of the disputes procedure if: (i) Company has afforded Supplier an opportunity to participate in Company's prosecution of the dispute; or (ii) Company, having decided to discontinue its own prosecution of the dispute, has afforded Supplier an opportunity to continue to prosecute the dispute in Company's name. Company and Supplier will each bear their own costs of prosecuting any dispute. Pending the final resolution of any dispute arising out of or relating to the Agreement, Supplier will proceed diligently with performance of the Agreement, including the delivery of Products.

H. Environmental Compliance:

Supplier will label the goods in compliance with 40 CFR 82, subpart E, or certify that the goods are neither manufactured with nor contain a controlled ozone depleting substance.

I. Supplier Compliance with Registration, Evaluation, Authorisation and Restriction of Chemicals:

If Supplier manufactures Products in, imports Products to, or exports Products from the European Union, Supplier verifies that it is in compliance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"), including REACH related implementing legislation.

J. Customs and Border Protection:

Supplier will complete any security chain questionnaire or other document reasonably requested by Company relating to its import/export activities and will provide written notice if it is CTPAT certified.

K. Export Controls and Economic Sanctions:

1. Supplier agrees to comply with all applicable export control and economic sanctions laws including, but not limited to: (i) the Export Administration Regulations ("EAR") administered by the U.S. Department of Commerce; (ii) the International Traffic in Arms Regulations ("ITAR") administered by the U.S. Department of State; (iii) the various economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC regulations") and the U.S. Department of State's Office of Terrorism Finance and Economic Sanctions Policy; and (iv) any and all export controls or economic sanctions maintained by the European Union ("EU"), United Kingdom or any other governmental authority to which Supplier is subject (collectively "Export Control Laws").

2. Supplier shall obtain and maintain any and all authorizations, licenses and registrations required under the aforementioned Export Control Laws, including those required for the sale under this Purchase Order to Company. Supplier will furnish Company with: (i) documentation identifying any articles, services, software, technology and/or technical data subject to these Export Control Laws; (ii) written confirmation of the relevant Export Classification Control Numbers (“ECCNs”), U.S. Munition List (“USML”) category numbers or other export classification designators for each such item; and (iii) copies of any related export licenses or authorizations. If Supplier sources such items outside the United States, then Supplier shall notify Company and take all necessary measures to comply with all foreign Export Control Laws that may relate to the sale or transfer of the same.
3. Supplier shall clearly and appropriately label any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, computer-aided design (CAD) information and other technical documents or electronic information related to the production, manufacture or maintenance of a controlled article) that it provides to Company as controlled pursuant to the EAR, ITAR and/or other applicable laws. Supplier shall provide any controlled technical data communicated to Company using secure communication protocols designed for the purpose of complying with the Export Control Laws. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.
4. Supplier agrees that it will not source any articles, services, software, technology or technical data that originate from any country, government, organization or person that is: (i) subject to U.S., EU or British economic sanctions or other applicable sanction regimes; or (ii) debarred or restricted pursuant to the aforementioned Export Control Laws, or the U.S. Department of Defense Federal Acquisition Regulation Supplement.
5. Supplier is solely and exclusively responsible for safeguarding all export controlled articles, services, software, technology or technical data until Company receives the items at issue. This includes both exports to a non-U.S. destination and allowing non-U.S. persons to access such items while located within the United States. Supplier will also take appropriate steps to ensure that no export controlled articles, services, software, technology or technical data can be shipped to a controlled country (or otherwise accessed by unauthorized foreign nationals) without the appropriate export licenses. Where Supplier is shipping a controlled article, Supplier shall use a carrier that maintains procedures designed to comply with the Export Control Laws, and provide any required notifications to the carrier that the shipment involves controlled items.
6. If Supplier is a signatory to a Technical Assistance Agreement (“TAA”) or Manufacturing License Agreement (“MLA”) with Company, Supplier shall promptly notify Company of any changed circumstances that would require modifying the terms of such an agreement, including any potential violation of the terms of the agreement, any ineligibility to export, any investigation into alleged violations of any of the Export Control Laws, any self-disclosure of potential export controls violations, any addition of foreign personnel to any project covered by such an Agreement or any other circumstances that may affect Supplier’s ability to perform pursuant to the terms of the Agreement.
7. Supplier shall immediately notify Company if it is or becomes listed on any Excluded or Denied Party List maintained by any U.S., EU or British agency, or if any government denies, suspends or revokes its export privileges.
8. Supplier shall prepare and provide accurate invoices and documentation for each shipment that will allow Company to comply with the export and import requirements administered by U.S. Customs & Border Protection (“CBP”). Such invoices and/or documentation shall include: (i) Supplier’s name and address; (ii) the terms of sale; (iii) the total quantity of goods being shipped; (iv) a description of the goods being shipped; (v) the country of origin of the goods; (vi) the valuation of the goods; (vii) the currency in which the goods are priced; and (viii) any discounts that have been included for the

shipment that are not otherwise reflected in the unit price.

9. Supplier shall promptly notify Company in writing of any suspected violation of the aforementioned Export Control Laws of which it becomes aware. Supplier further agrees that it will fully cooperate in any investigation by or on behalf of Company related to the subject matter of the Purchase Order, including by providing full access to relevant personnel and records to aid Company in the identification and evaluation of any suspected violation, following reasonable notice from Company.
10. Supplier shall indemnify, defend and hold harmless Company and Company's parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, customers, successors and assigns from and against any and all claims, demands, actions, losses, injuries, damages, liabilities, obligations, penalties, costs and expenses, including attorneys' fees, experts' fees and other costs of defending any claim, demand or action (including costs of investigation of potential violations of the Export Control Laws) (collectively, "Losses") that may arise as a result of Supplier's breach of any of the provisions within this Section 1(K).

L. No Discrimination

Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as protected veteran or individual with a disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

2. Additional Clauses Applicable To U.S. Suppliers.

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

A. Occupational Safety and Health Act:

Supplier hereby certifies that the Products meet or exceed all applicable requirements of the occupational safety and health standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and that the use by Company and its customer of the Products, if used by any of them in the manner prescribed in such standards, will not cause Company or its customer to be in violation of such standards.

B. Environmental Compliance:

With respect to transactions under the Agreement and facilities of Supplier to which U.S. Executive Order 11738 applies, Supplier certifies: (i) no facility used by Supplier, in the performance of the Agreement is included on the U.S. Environmental Protection Agency ("EPA") list of violating facilities, and (ii) prompt written notification will be given by Supplier to Company of any communication indicating that any facility is under consideration to be included on or has been placed on the EPA list of violating facilities.