

PURCHASE ORDER TERMS AND CONDITIONS (Asia-Pacific & India)

1. Acceptance. This order is deemed accepted by Supplier if not rejected in writing within five (5) days of the order date or if Supplier commences service under this order. Acceptance is limited to the terms and conditions of this order and supersedes all prior communications, representations, or orders whether oral or written with respect to the goods or services. This order, with any attachments, constitutes the entire agreement of the parties except for any non-disclosure agreement which shall survive under its own terms. No waiver, modification or additions to the terms of this order shall be valid unless documented in a writing signed by the parties. HYMH rejects any preprinted terms and conditions on Supplier issued documents.
2. Prices. Supplier warrants that prices charged to HYMH are competitive and consistent with prevailing market rates for similar goods/ services under comparable quantities and commercial terms. HYMH shall not be billed at prices higher than those stated on this order. No additional fees, surcharges, or price adjustments shall apply unless expressly agreed to in a signed writing by HYMH. Unless otherwise specified, the price includes all charges for packing, hauling, storage and transportation to point of delivery. The price stated includes all taxes except state or local sales or use tax or similar taxes, which Supplier is required by law to collect from HYMH. Taxes, if any, shall be separately stated in Supplier's invoice and paid by HYMH unless an exemption is available. Supplier agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to this order.
3. Delivery. Substitutions will not be accepted. The goods must be shipped by the date requested but may not be shipped more than one week in advance. HYMH shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may be returned to Supplier, or held for disposition at Supplier's expense and risk. If delivery is late, Supplier shall, at HYMH's option, (i) expedite shipment at Supplier's cost, or (ii) reimburse HYMH for any costs, losses, or penalties arising from late delivery.
4. Invoices. Supplier's invoice shall describe the items, state the order number and HYMH shall upon request be provided with the original bill of lading or other shipping receipt. Supplier shall submit invoices within ninety (90) days of delivery of goods or completion of services. However, notwithstanding any other payment terms agreed anywhere else, including but not limited to the face of this order or any other agreement between the Parties, for Micro, Small and Medium Enterprise Suppliers as per laws of India, the payment terms shall be the such number of days as prescribed under the prevailing statutes in India HYMH shall have no obligation to pay any invoice submitted after such deadline unless HYMH, in its sole discretion, agrees in writing to do so. All invoices relating to this order must be addressed to HYMH's Purchasing Department at the address indicated on the order.
5. Changes. HYMH may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any goods at any time. If changes result in an increase or decrease in cost, an equitable adjustment of price and delivery schedules may be made, or HYMH may, at its option, terminate the order if agreement on an adjustment cannot be reached. Claims for any adjustment must be made by Supplier within ten (10) days of the change order. Such proposed changes shall be subject to approval by HYMH. Supplier may not suspend performance while negotiating any adjustment.
6. Quality of Supplies. Supplier warrants that the goods will conform to HYMH specifications, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. Supplier warrants that the services will be performed in a good and workmanlike manner. These warranties shall be in addition to all other warranties, express, implied or statutory and shall run to HYMH and its customers.
7. Warranties. Without limiting any other express or implied warranty herein, including Supplier's quality warranty under Section 6, Supplier warrants that the goods or services shall comply with all HYMH provided specifications and requirements set forth on the face of or in connection with this Order, and in any quote or specifications provided by Supplier to HYMH. Supplier shall at its cost repair or replace goods and reperform services not in compliance with the warranties herein.
8. Inspection Tests and Reviews. Supplier agrees to permit access to Supplier's facilities at all reasonable times for inspection of goods by HYMH's agents or employees and will provide all tools, facilities and assistance reasonably necessary for such inspection at no additional cost to HYMH. goods are subject to final inspection and acceptance by HYMH after delivery to HYMH. HYMH's review of drawings, specifications, samples or goods shall not relieve Supplier of any responsibility for the performance or any other requirements of this order and shall not constitute acceptance. If the goods delivered do not meet the specifications, or otherwise do not conform with the requirements of this order, HYMH has the right to reject the goods. goods which have been delivered and rejected in whole or in part may be returned to Supplier or held for disposition, each at Supplier's risk and expense.
9. Audits. HYMH or its representatives may conduct audits under this Section upon reasonable notice. If any audit identifies non-compliance, overcharges, inaccurate or incomplete records, or other irregularities attributable to Supplier, Supplier shall (i) bear all audit costs; (ii) promptly reimburse HYMH for all overpayments; and (iii) bear the cost of any corrective actions. HYMH shall be responsible for audit costs only where the audit confirms full compliance and no Supplier-related irregularities. This right will expire three (3) years after the expiration or termination of this order.
10. Private Labeling. At HYMH's request and at no additional cost to HYMH, the goods will be packaged by Supplier using the name(s), addresses and/or artwork provided by HYMH, as may be modified from time to time by HYMH ("Private Label"). Supplier's name, address or part number shall not appear on any labeling or packaging except to the extent required by law, as otherwise agreed in writing by the parties, or as set forth in Section 11 below. HYMH will provide the proposed labeling to Supplier for review and approval. Supplier may not use the Private Label except as specifically provided in this order and only for goods sold to HYMH.
11. Labeling Requirements and Substance Compliance:
 - 11.1. For Suppliers providing goods/services in India: Supplier is solely responsible for compliance with all labeling regulations for the goods and for advising HYMH of the same. Supplier represents, warrants and undertakes that it, and the goods supplied, are and shall remain in compliance with all applicable laws, rules, and regulations relating to labeling, substance compliance, and chemical regulation laws in India, including but not limited to the Globally Harmonized

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System of Classification and Labelling of Chemicals (GHS) as adopted under Indian law, the Environment (Protection) Act, 1986, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, Plastic Waste Management Rules, 2016 (as amended), and E-Waste Management Rules, 2022, any other applicable laws, regulations, or governmental notifications relating to chemical substances, hazardous materials, environmental compliance, and product labeling. The Supplier further agrees to comply with any reasonable substance or chemical compliance-related policies communicated by the HYMH from time to time.

- 11.2. For Suppliers providing goods/services in Asia-Pacific countries (excluding India): Supplier is solely responsible for compliance with all labeling regulations for the goods and for advising HYMH of the same. Supplier represents, warrants and undertakes that it, and the goods supplied, are and shall remain in compliance with all applicable laws rules, and regulations relating to labeling, substance compliance, and chemical regulation laws in both the country of delivery and Singapore, including the Globally Harmonized System of Classification and Labelling of Chemicals (GHS), the Singapore Environmental Protection and Management Act, the Environmental Protection and Management (Hazardous Substances) Regulations, and any restrictions on hazardous substances notified by the National Environment Agency (NEA) and any other applicable laws, regulations, or governmental notifications relating to environmental compliance, hazardous materials, and product labeling. The Supplier further agrees to comply with any reasonable substance or chemical compliance-related policies provided by the HYMH from time to time.
- 11.3. Additional Requirements: On specific requirement, HYMH shall provide written notice of any other country-specific labeling requirements and substance compliance obligations, and Supplier shall be obligated to follow the same. If Supplier fails to comply, HYMH reserves the right to terminate the order in whole or in part. Supplier shall bear all costs of any recall, corrective action, or withdrawal related to labeling or compliance failures in connection with this Section 10.
12. HYMH's Property. Title to and right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or materials furnished or paid for by the HYMH, shall at all times remain vested in the HYMH. No articles made therefrom shall be furnished by Supplier to any other party without HYMH's prior written consent. Supplier may not use HYMH's property for any purpose outside the scope of HYMH's orders. Supplier shall keep adequate records of such property, which shall be made available to HYMH upon request, and shall store, protect, preserve, repair and maintain such HYMH's property in accordance with sound industrial practice, all at Supplier's expense. Unless otherwise agreed to by HYMH, Supplier shall insure HYMH's interest in such the property against all risks of theft, loss or damage (including extended coverage). Copies of certificates of insurance evidencing this coverage will be furnished to HYMH upon request. In the event that HYMH's property becomes lost or damaged, Supplier agrees, at HYMH's request and at Supplier's expense, to (i) pay for remediation of such property, (ii) replace the property or (iii) return the property.
13. Confidentiality of HYMH Information. Any information (written, oral, or observed) received by Supplier, or any

person working on behalf of Supplier, while providing services to HYMH will be deemed to be confidential. This information may only be used to provide goods or services under this order and may not be revealed to any third parties without the prior written consent of HYMH. Any proprietary information concerning HYMH, its products, data, or manufacturing processes which are disclosed to the Supplier shall remain the property of HYMH and shall be returned upon request. Supplier, and any of its representatives assigned to perform services for HYMH, shall, upon request of HYMH, execute a Non-Disclosure Order in a form satisfactory to HYMH. Supplier shall implement commercially reasonable administrative, physical and technical safeguards to protect HYMH's Confidential Information.

14. Use of Supplier Information. Supplier agrees that all information furnished or disclosed to HYMH by Supplier in connection with this order is not, unless clearly marked so in writing, confidential or proprietary and HYMH may freely use such information.
15. Tooling. Unless otherwise specified, all tooling and/or all other articles required for the performance hereof shall be furnished by Supplier, shall be maintained in good condition and replaced when necessary at Supplier's expense, and if furnished by HYMH, returned to HYMH upon request in acceptable condition, normal wear and tear excepted.
16. Advertisements. Supplier shall not disclose the existence or any details of this order without HYMH's prior written permission.
17. Default - Cancellation. HYMH may cancel this order, in whole or in part and without liability, if (i) Supplier becomes insolvent, (ii) files or is the subject of any bankruptcy, (iii) has a receiver or trustee appointed, or (iv) makes an assignment for the benefit of creditors. HYMH may also cancel this order, in whole or in part and without liability, if Supplier breaches any term of this order. In the event of such breach, shall be liable to HYMH for all damages, losses and liability incurred by HYMH, and HYMH may obtain substitute goods or services from another source and charge Supplier for all resulting costs. HYMH's remedies under this order are cumulative and in addition to any other remedies provided at law or in equity.
18. Termination for Convenience. HYMH may terminate this order for its convenience on thirty (30) days' notice. If HYMH terminates this order for its convenience, Supplier shall be compensated for all approved expenses incurred prior to the date of termination. Supplier's recovery for approved expenses is limited to direct, documented, non-cancelable costs incurred before receipt of notice of termination. Supplier shall in no event recover lost profits, overhead or anticipatory costs.
19. Force Majeure. Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government, strikes, fires, floods, accidents, hurricane, typhoon, earthquake, lightning, explosion, prolonged shortage of energy supplies, pandemic or epidemic, or other unforeseeable causes beyond its control and not due in whole or in part to its fault or negligence. The party experiencing the delay will provide written notice of the delay within five (5) days and outline the cause and anticipated duration of the delay.
20. Legal Compliance. Supplier shall comply with all applicable laws, regulations and ordinances, including those issued by central, state, and local authorities or other competent bodies. Supplier shall maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations under this order. Supplier shall comply with all export and import laws of all

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countries involved in the sale of goods and/or provision of services under this order. Supplier assumes full responsibility for shipments requiring any government import clearance. HYMH may terminate this order if any governmental authority imposes anti-dumping or countervailing duties or any other penalties on goods. HYMH shall not be responsible for any liabilities, fines, penalties, costs, or delays resulting from Supplier's failure to comply with statutory requirements of any governmental or quasi-governmental agency. Supplier shall notify HYMH within 48 hours of any investigation, violation or alleged violation relating to labor, environmental, trade or compliance matters that may affect this order.

20.1. Provisions applicable to Suppliers if Providing goods/services in India:

20.1.1. *Labor & Employment Compliance:* (i) Supplier shall comply with all labor, employment, wage and workplace-safety laws and regulations ("Labor Laws") of the country in which the goods are manufactured, supplied or delivered, and/or in which the services are performed (ii) Labor Laws applicable to Supplier in its home jurisdiction and (iii) the labor laws in India. Supplier shall follow all applicable laws as notified by the Government of India, regarding working hours, wages and overtime pay. Workers shall be paid at least the minimum legal wage in India.

20.1.2. *Environmental Compliance:* Supplier shall comply with all applicable environmental/pollution control laws and regulations ("Environmental Laws") (i) in the jurisdiction in which the goods are manufactured, supplied or delivered, and/or in which the services are performed and (ii) applicable to Supplier in its home jurisdiction. Additionally, Suppliers shall actively manage and minimize their greenhouse gas emissions and energy consumption, prevent pollution and manage waste responsibly, enhance resource efficiency and manage water responsibly.

20.1.3. *Customs & Border Protection:* If applicable then, Supplier shall comply with the Customs Act, 1962, Customs Tariff Act, 1975 Foreign Trade Policy, Foreign Trade (Development and Regulation) Act, 1992 and Directorate General of Foreign Trade regulations.

20.1.4. *Anti-Bribery & Corruption:* Supplier shall comply with all applicable anti-bribery and anti-corruption laws in India, including the Prevention of Corruption Act, 1988 (as amended in 2018), and also adhere to the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act 2010. Supplier shall maintain a strict zero-tolerance policy for bribery and corruption and shall not, directly or indirectly, offer, promise, give, request, or accept any bribe, facilitation payment, kickback, or any other improper advantage to or from any person, whether public or private, to obtain or retain business or secure any undue benefit. Supplier shall maintain adequate procedures and internal controls to prevent bribery and corruption.

Supplier represents and warrants that it will at all times conduct business ethically and will avoid all forms of corruption, including extortion, bribery, embezzlement, theft, fraud, anti-competitive

practices, or other abuse of power to gain an advantage. Supplier further represents and warrants (i) that it is now in compliance with, and will continue to comply with, all applicable laws and regulations, including but not limited to all anti-corruption laws and regulations, including the FCPA and the United Kingdom Bribery Act 2010 (the "UK Bribery Act") (available at: <http://www.legislation.gov.uk/ukpga/2010/23/contents>) ("Relevant Anti-corruption Requirements"); (ii) that it has not and will not, in connection with the transactions contemplated by this Order, Supplier's performance under this Order or in connection with any other business transactions involving HYMH, make or promise to make any payment or transfer anything of value, directly or indirectly to any government official or employee (including employees of Foreign Government owned or controlled corporations) or any relatives of such persons; to any political party, official of a political party or candidate for any such Foreign Government or political party office; or to any other person or entity if such payment or transfer would violate the FCPA or the laws of any other country; (iii) that it has not and will not engage in any activity, practice or conduct that would constitute an offense under Sections 1, 2 or 6 of the UK Bribery Act if such activity, practice or conduct had been carried out in the UK; (iv) that it will comply with HYMH's ethics, anti-bribery and anti-corruption policies, including as set forth in the HYMH's Code of Conduct for Business Partners and as may be communicated to Supplier from time to time; (v) that it will have and maintain in place throughout the term of this Order its own policies and procedures to ensure compliance with the Relevant Anti-corruption Requirements and enforce them where appropriate; (vi) that it will promptly report to HYMH any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with its performance of this Order; and (vii) that it will promptly provide such information as HYMH may request from time to time regarding Supplier's compliance with the Relevant Anti-corruption Requirements to HYMH.

20.1.5. *Forced Labor and Human Rights.* Supplier shall not, and shall ensure that its suppliers, sub-suppliers, subcontractors, and other business partners or participants in its supply chain ("Supplier Third Parties") do not, use any form of convict, indentured, or forced labor, including forced or indentured child labor ("Forced Labor") at any stage of the production or manufacturing process for the goods and services or any of the components of the goods and services. Additionally, by providing the goods and services to HYMH, Supplier certifies that Forced Labor was not used at any stage to produce or manufacture the goods and services. Supplier shall maintain effective procedures, internal controls and audit procedures necessary to comply with this clause and represents and warrants that it is in compliance with all laws and HYMH policies concerning Forced Labor and human rights

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including, but not limited to, (i) the U.K. Modern Slavery Act 2015, (ii) the Trade Facilitation and Trade Enforcement Act of 2015 (TFTEA), (iii) HYMH's Forced Labor Statement, (iv) HYMH's Code of Conduct for Business Partners, and (v) HYMH's Human Rights Policy. HYMH's Forced Labor Statement, Code of Conduct for Business Partners, and Human Rights Policy are available at www.hyster-yale.com in the Suppliers and Corporate Responsibility sections of the website.

Supplier shall comply with the U.K. Modern Slavery Act 2015 as follows: if Supplier (i) conducts business supplying goods, services, or both, in the U.K., and (ii) has annual turnover over £36m, Supplier (a) represents and warrants that it is in compliance with the U.K. Modern Slavery Act 2015, (b) has an anti-slavery and anti-trafficking in persons policy applicable to its supply chain, and (c) produces a slavery and human trafficking statement linked on a prominent place on its website; otherwise, Supplier shall (i) comply with HYMH's anti-slavery and anti-trafficking in persons policy, (ii) use reasonable due diligence to completely and accurately respond to HYMH's slavery and human trafficking questionnaire, and (iii) implement due diligence procedures for its Supplier Third Parties in its supply chain to ensure that there is no slavery or human trafficking in its supply chain.

- 20.1.6. **Export Control and Trade Sanctions Compliance.** Supplier will comply with all applicable export and re-export control laws and regulations and trade sanctions laws and regulations, including but not limited to the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) maintained by the Department of State, and trade and economic sanctions regulations maintained by the Department of Treasury's Office of Foreign Assets Control ("OFAC") or the Department of State's Office of Economic Sanctions Policy and Implementation, and any export controls or economic sanctions maintained by the European Union, and European Member State, the United Kingdom, or any other government worldwide. Supplier represents and warrants that neither Supplier nor any of its directors, officers, key employees (including senior management), agents, shareholders or persons who have a controlling interest in Supplier are (i) persons targeted by national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including but not limited to persons designated on the OFAC List of Specially Designated Nationals and Other Blocked Persons (including terrorists and Weapons of Mass Destruction proliferators), U.S. State Department Non-proliferation Sanctions Lists, United States Department of Commerce Denied Parties List, Entity List or Unverified List, United Nations Financial Sanctions Lists, or the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Commission or the Consolidated List of Financial Sanctions

Targets in the UK maintained by Her Majesty's Treasury, in force from time to time, or (ii) directly or indirectly owned or controlled by or acting on behalf or at the direction of such persons (together "Restricted Persons"). Supplier will notify HYMH in writing immediately upon the occurrence of any event that might render the foregoing representations and warranties. Supplier will not import, source or purchase any goods or services, in whole or in part, directly or indirectly from (a) countries or territories subject to comprehensive U.S. sanctions, which currently includes: Crimea, Donetsk, Luhansk, Cuba, Iran, North Korea, Russia, and Syria, but subject to change at any time; (b) individuals and entities subject to targeted U.S. sanctions; or (b) Restricted Persons. Supplier agrees to indemnify HYMH for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities (including costs of investigation of potential export controls or economic sanctions violations) that may arise as a result of Supplier's breach of any of the export control or economic sanctions provisions within this Clause.

- 20.1.7. **Anti-Boycott.** HYMH and Supplier shall not be required to take, or refrain from taking, any action impermissible or penalized under U.S. anti-boycott laws. Any requests in connection with Supplier's performance under this Order received by Supplier to participate in, or cooperate with, an international boycott shall be reported to HYMH immediately by Supplier. Any requests in connection with HYMH business for boycott related documentation or any documents provided by agents or shipping lines containing boycott provisions shall be reported to HYMH immediately for timely reporting to the relevant authorities. Supplier will ensure all relevant staff are trained on U.S. anti-boycott rules and will review all shipping documentation to ensure compliance.
- 20.1.8. **Conflict Minerals.** Supplier certifies that the goods will not contain (i) conflict minerals (as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Conflict Minerals")), or (ii) any minerals or other resources that if included in the goods (s) would trigger a violation of U.S. Executive Order 13671. Supplier will complete the Conflict Mineral Reporting Template ("CMRT") to HYMH on or before March 31 each year during the Term and comply with all reporting instructions and due dates as provided by HYMH.
- 20.1.9. **Russian Steel and Iron.** Supplier acknowledges and agrees that HYMH shall not accept, and Supplier shall not supply, any Product which is imported or purchased from Russia or contains Russian originated steel and/or iron and further certifies that should any Product feature on Annex XVII (EU) or Schedule/3B (UK GOV), that such Product does not contain any Russian originated steel or iron.
- 20.1.10. **Data Protection and Cybersecurity:** Supplier shall comply with applicable data protections laws

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in India and implement appropriate security measures in connection therewith.

20.2. Provisions Applicable to Suppliers if Providing goods/services in Asia-Pacific countries (excluding India):

20.2.1. *Labour & Employment Compliance:* Supplier shall comply with (i) all Labor Laws of the country in which the goods are manufactured, supplied or delivered, and/or in which the services are performed (ii) Labor Laws applicable to Supplier in its home jurisdiction and (iii) the Singapore Employment Act, Workplace Safety and Health Act, and all related Singapore regulations, policies and guidelines to the extent applicable to the goods or services provided under this order.

20.2.2. *Environmental Compliance:* Supplier shall comply with Environmental Laws (i) of the country in which the goods are manufactured, supplied or delivered, and/or in which the services are performed, (ii) applicable to Supplier in its home jurisdiction and (iii) the Singapore Environmental Protection and Management Act, NEA hazardous substances control to the extent applicable to the goods or services provided under this order.

20.2.3. *Customs & Trade Compliance:* If applicable, Supplier shall comply with the Singapore Customs Act, Regulation of Imports and Exports Act, and applicable customs laws in the country of delivery of goods or performance of services.

20.2.4. *Anti-Bribery & Corruption:* Supplier shall comply with all applicable anti-bribery and anti-corruption laws (i) in the country of delivery and (ii) international standards generally, including the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and the Singapore Prevention of Corruption Act (Cap. 241). Supplier shall maintain a zero-tolerance policy for bribery and corruption and shall not, directly or indirectly, offer, promise, give, request, or accept any bribe, facilitation payment, kickback, or improper advantage to or from any person, whether public or private, to obtain or retain business or secure any undue benefit. Supplier shall maintain adequate procedures and internal controls to prevent bribery and corruption.

20.2.5. *Data Protection & Cybersecurity:* Supplier shall comply with the Personal Data Protection Act (PDPA) and any other applicable data privacy laws in the country of delivery of goods or performance of services.

20.3. Additional Clauses Applicable to U.S. Suppliers. Supplier shall refrain from engaging in any illegal, unethical or deceptive practices. In addition, Supplier agree to fully observe and comply with all applicable federal, state and local laws, rules, regulations and orders pertaining to the production and sale of the goods ordered, and, upon HYMH's request, shall furnish HYMH certificates of compliance with such laws, rules, regulations and orders, including, but not limited to:

20.3.1. *Fair Labor Standards Act Compliance:* Supplier agrees and certifies that the goods to be manufactured or furnished hereunder have been or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Federal

Fair Labor Standards Act, as amended, and those regulations and orders of the U. S. Department of Labor issued under Section 14 thereof;

20.3.2. *Government Procurement Provisions:* The Federal Acquisition Regulation ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), and any other government procurement provisions referenced in this Section apply only to the extent this order is issued in support of a U.S. Government prime contract or subcontract that requires HYMH to flow down such provisions. When applicable, Supplier shall comply with all laws, regulations, and contractual requirements associated with that prime contract or subcontract. Supplier shall, at all times during the term of this Order.

21. Other compliance Requirement. Supplier will comply and represents and warrants that the goods and services are in compliance with all applicable laws, regulations, and established industry standards when shipping goods and services consisting of or containing hazardous materials, chemicals or other substances, including without limitation lithium batteries and cells. Prior to shipping such goods and services, Supplier will provide HYMH with Safety Data Sheets and any other documentation required by the Occupational Safety and Health Act, the Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"), the United Nations' Recommendations on the Transport of Dangerous Goods, Model Regulations and Manual of Tests and Criteria, the U.S. Toxic Substances Control Act, and other applicable laws or standards, or as otherwise requested by HYMH. Supplier will provide the Safety Data Sheets and other required documentation in the English language and, if different, the official language of the Product destination country.

Without limiting the foregoing, the term "established industry standards" includes, but is not limited to those in force in the jurisdiction into which the Product is sold and intended for use, in effect at the time of manufacture of the Product. HYMH provided specifications may not be comprehensive and additional industry standards will exist in these and other markets and jurisdictions, and it is Supplier's obligation to comply with all requirements of industry standards that apply to the goods and services manufactured under this Order, whether or not expressly identified by HYMH. It is Supplier's obligation to keep itself updated on developments in industry standards, and to ensure that the goods and services manufactured under this Order comply with the industry standards in effect at the time of manufacture of each Product or provision of each service.

22. Code of Conduct. Supplier shall comply with HYMH's "Business Partner Code of Conduct" available at www.hyster-yale.com, and shall refrain from engaging in any illegal, unethical, or deceptive practices.

23. Indemnification. Supplier shall indemnify, defend, and hold harmless HYMH and its parent, subsidiaries, affiliates and their respective officers, directors, employees, agents, successors and assigns (collectively, the "HYMH Indemnitees") from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and costs) ("Losses") arising from (a) the death of or injury to any individual or damage to or loss of property to the extent caused by to negligence and/or willful acts or omissions of Supplier or Supplier's agents,

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employees or representatives; or (b) any breach by Supplier or its employees, agents, or representatives of any representation, warranty, or covenant under this order. HYMH shall have the right of offset against payments due under this order for any amounts owed by Supplier under this Section. Supplier's indemnity obligation shall not apply to the extent such liability is based on the sole negligence of HYMH.

24. Intellectual Property Indemnification. Supplier shall indemnify, defend and hold harmless the HYMH Indemnitees from and against all losses arising from any action or claim brought or threatened alleging that the manufacture, use, sale or resale of any goods or the services supplied under this order infringes any patent, trademark, trade secret, copyright or other intellectual property right of a third party. Supplier shall defend such claims at its own expense. Supplier shall, at its sole expense and subject to HYMH's approval, either (i) obtain for HYMH the right to continue to use the goods or work product supplied under the order as intended, (ii) modify the goods or work product so that they become non-infringing, without materially altering the functionality, or (iii) replace the goods or work product with a functionally equivalent non-infringing alternative.
25. Assignment. Neither this order nor any rights or obligations herein may be assigned by Supplier nor may Supplier delegate or subcontract the performance of any of its duties without HYMH's prior written consent. HYMH may freely assign this order to any affiliate without Supplier's consent.
26. Applicable Law and Jurisdiction.
- 26.1. If Supplier is providing goods/services in India: This order shall be governed by and construed in accordance with the laws of India, and any action or claim arising out of or relating to this order shall be brought exclusively in the courts of Pune, Maharashtra.
- 26.2. If Supplier is providing goods/services in Asia-Pacific (except India): This order shall be governed by and construed in accordance with the laws of Singapore, and any action or claim arising out of or relating to this order shall be brought exclusively in the courts of Singapore.
- The parties consent to such jurisdiction and waive any objections as to venue or inconvenient forum. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum.
27. Attorney's Fees. The prevailing party in any action brought to enforce any provision or breach of this order shall be entitled to its reasonable costs and attorney's fees.
28. Notices. All correspondence relating to his order must be addressed to HYMH's Purchasing Department at the address indicated on the order. The parties agree that for any transactions subject to this order, facsimile signatures [and electronically signed signatures] shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this order or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.
29. Severability. In case any one or more provisions contained in this order shall be invalid, illegal, or unenforceable in any respect, such provision may be modified to the extent necessary to make it valid and enforceable. The validity, legality, or enforceability of the remaining provisions contained in this order shall not in any way be affected or impaired by an invalid or unenforceable clause.

ADDITIONAL TERMS FOR SERVICE ONLY

30. Supplier Compliance with HYMH Safety / Training Requirements. In the event Supplier is required to perform services at a HYMH's designated location, Supplier shall, upon receipt of request from HYMH and at its expense, complete HYMH's training requirements prior to the commencement of services or entry onto HYMH's property.
31. Additional Representations and Warranties. a) Supplier represents and warrants that it is not a party to any order, nor subject to any order, which would prohibit or limit Supplier's ability to perform services under this order, or might expose Supplier or HYMH to any proceeding for damages or injunctive relief in connection with the execution and performance of this order. b) Supplier represents and warrants that the professional quality of the services rendered by itself, its agents, employees and representatives, and that all work performed and all deliverables provided under this order shall be performed by qualified personnel in a professional and workmanlike manner, in accordance with the highest industry standards. Any services performed by Supplier which HYMH determines to be of less than professional quality, shall be corrected without charge. c) Supplier agrees that it will not and shall not cause Supplier or HYMH to be in violation of any applicable laws, decrees, rules, or regulations in effect in connection with this order. d) If HYMH permits Supplier to subcontract any of the work under this order, Supplier represents and warrants that any party providing services shall be bound in writing to comply with the terms of Indemnification, Property Rights, and Confidentiality clauses of this order. e) Supplier will comply with all policies and procedures of HYMH including but not limited to security, safety, and use of or access to HYMH's computer systems. f) Upon request of HYMH, Supplier shall execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, documents, and instruments as may be required to affect any of the transactions contemplated by this order.
32. Background Checks and Removal of Supplier's Representatives. Supplier shall provide any reasonably available and relevant background information regarding any employee or agent that HYMH identifies as potentially inappropriate to perform services at its facilities. HYMH may request the removal of any Supplier representative, at any time, and for any reason, without prior notice. HYMH's request for removal of a Supplier representative shall be effective immediately upon notification (written or oral) to Supplier. Supplier shall immediately remove or have removed such person upon request of HYMH.
33. Independent Contractor Status. Supplier is and shall remain an independent contractor and is not an employee, agent, partner, joint venturer, or representative of HYMH. HYMH will not incur any liability as the result of Supplier's actions. Any person employed by Supplier to perform services shall be Supplier's employee or agent and shall not be entitled to any benefits provided to HYMH's employees. Supplier shall indemnify and hold HYMH harmless against any claim to such benefits made by persons performing services on Supplier's behalf. Supplier shall be responsible for the payment of all federal, state and local income taxes, social security and unemployment excise taxes, and any other taxes required by law to be paid by independent contractors and shall indemnify HYMH for any failure to do so. Supplier and Supplier's employees, agents, and independent contractors shall have no

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authority, nor shall they represent themselves as having any authority, to bind HYMH in any manner whatsoever.

34. Property Rights. The parties acknowledge that any service performed pursuant to this order is being created at the insistence of HYMH and shall constitute a work made for hire under applicable copyright laws of India or Singapore, as per Section 26 and shall be the property of HYMH. Supplier represents and warrants that any services provided and any work product delivered under this order shall not infringe any intellectual property right of any third party. Supplier's non-infringement warranty and all intellectual property indemnification obligations are set forth in Section 24.
35. Insurance. Supplier shall maintain and keep in force, at its own expense, Comprehensive General Liability Insurance, including goods and services and Contractual Liability, with a combined single limit of USD 10 million per occurrence. Supplier shall maintain minimum applicable Statutory Worker's/Workmen's Compensation Coverage as per the applicable statute of the region in which contract or work is delivered. If the Supplier operates a motor vehicle in the course of providing goods or services to HYMH, the Supplier will maintain motor liability insurance in accordance with the applicable law. These insurance requirements apply to all goods and services provided under this order. Supplier shall provide a valid Certificate of Insurance to HYMH prior to the commencement of services or delivery of goods and at any time upon request. Supplier shall provide HYMH with written notice at least thirty (30) days prior to any cancellation, non-renewal, or material change in the insurance coverage required under this order.