

**DOUGLAS DYNAMICS TERMS AND CONDITIONS OF PURCHASE**  
**(Revision Date: September 18, 2023)**

1. **PURCHASER ENTITIES.** These terms and conditions of purchase ("Terms and Conditions") apply to purchases by Douglas Dynamics, Inc., a Delaware corporation, and by each of its subsidiaries and affiliates, including without limitation Douglas Dynamics, L.L.C. and its divisions, including Western Products, SnowEx and Fisher Engineering; Henderson Products, Inc.; Dejana Truck & Utility Equipment Company, LLC; Fisher, LLC; and Henderson Enterprise Group, Inc. Whichever of these entities issues the purchase order ("PO") in question is herein referred to as the "Purchaser" under that PO.
2. **TERMS AND CONDITIONS.** Each PO issued by a Purchaser that incorporates or references these Terms and Conditions represents an offer by the Purchaser to buy the equipment, components, materials, supplies and/or other goods (collectively, the "Products") and/or services (the "Services") described on the PO (and in all specifications, prints and other information submitted or identified by Purchaser in connection with the PO (collectively, the "Specifications")) from the supplier to which this offer is addressed ("Supplier"), subject to these Terms and Conditions. This offer is not an acceptance of any offer by Supplier to sell, and it is expressly conditioned upon assent to these Terms and Conditions. Purchaser objects to any and all additional and different terms contained on any of Supplier's quotation, proposal, acknowledgement, invoice or other forms, or in any other communications from Supplier. If not previously accepted, this offer expires sixty (60) calendar days after its date or upon Purchaser's prior notice of expiration to Supplier, unless Products conforming to this offer are subsequently shipped by Supplier, or Services conforming to this offer are subsequently performed by Supplier, and in either case are accepted by Purchaser. This offer, including Purchaser's PO, all Specifications and these Terms and Conditions, when accepted by Supplier explicitly, by return of an acknowledgement, by shipment of ordered Products or performance of ordered Services, or otherwise, shall constitute the entire agreement between the parties on the subject hereof (the "Contract"), superseding any and all prior and contemporaneous understandings, communications and negotiations, whether written or oral. THIS OFFER AND ANY CONTRACT RESULTING FROM THE ACCEPTANCE OF THIS OFFER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, U.S.A. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS CONTRACT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
3. **CONTRACT PRICE; TAXES.** All prices in Purchaser's PO (the "Contract Price") are firm, and no additional charges will be allowed unless specifically provided for in Purchaser's PO. Purchaser shall not be liable for, and Supplier shall pay, all federal, state, local and foreign taxes, duties, customs, assessments and other fees and charges of any nature whatsoever imposed by any governmental authority arising in connection with the sale, purchase, transportation, use, performance, provision or possession of the Products and Services, except those taxes expressly identified in a PO as being payable by Purchaser. Supplier shall issue an invoice for the Contract Price of the Products and Services covered by a PO upon delivery of all such Products and performance of all such Services, and each correct invoice will be paid within thirty (30) days after it is received by Purchaser unless different payment terms are specified in the PO. Payment of the Contract Price shall not constitute acceptance of the corresponding Products or Services. Purchaser may offset any amounts owed to it or its affiliates by Supplier or any of its affiliates against any amounts owed by Purchaser to Supplier under any PO.
4. **DELIVERY.** Time is of the essence with respect to performance of the Contract, including delivery of drawings, other information and conforming Products and Services. The "Requested Date(s)", required by date(s) or delivery date(s) set forth in the applicable PO are the required delivery dates at Purchaser's designated ship-to address, unless otherwise expressly set forth in the applicable PO. Purchaser reserves the right to refuse all or any portion of the Products or Services and/or to cancel all or any portion of the Contract if Supplier fails to deliver timely any portion of the Products, or to perform timely any portion of the Services, in accordance with the Contract. If Supplier's delivery of drawings, other information, Products or Services will not meet the required delivery date(s) for any reason, Supplier shall provide Purchaser with written notice of such delay and, unless Purchaser cancels the Contract as a result of such breach, ship the drawings, other information or Products via the most expeditious available method of transportation, and any additional cost resulting from such method of transportation shall be borne by Supplier. Supplier shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities earlier than or in excess of what is reasonably required to meet Purchaser's delivery schedule. Items received in advance of Purchaser's delivery schedule may, at Purchaser's option, be returned at Supplier's expense or be accepted and payment withheld until the applicable delivery date(s) set forth in the PO.
5. **SHIPPING, PACKING AND RISK OF LOSS.** Unless expressly stated otherwise elsewhere in the Contract, the shipping terms for all Products shipped from a location within the U.S. are F.O.B. (as that term is defined and used in Section 2-319 of the Uniform Commercial Code) Purchaser's designated ship-to facility or such other location as is designated by Purchaser; and the shipping terms for all Products shipped from a location outside the U.S. are

DDP (as that term is defined under INCOTERMS 2020) Purchaser's designated ship-to facility or such other location as is designated by Purchaser. Purchaser shall have the right to route all shipments. Immediately upon shipment, Supplier shall provide Purchaser with written notice of shipment, specifying complete shipping and routing information. All Products shall be suitably packed, marked with Purchaser's PO number and other information specified by Purchaser, shipped in accordance with the shipping instructions set forth in the Contract and all Applicable Laws, and otherwise prepared for shipment in accordance with the requirements of the carrier so as to obtain a competitive transportation cost. No charge shall be made to Purchaser for boxing, packing, crating, carting, storage or transportation unless separately itemized elsewhere in the applicable PO. Itemized packing lists or slips shall accompany each shipment, showing the PO number, part number, quantity and description of the Products; and the last copy must state "Order Complete". In the event no such packing list or slip accompanies any shipment, the count or weight or other measure of Purchaser shall be final and conclusive. Purchaser shall not be obligated to accept any shipments in excess of the ordered quantity, and any excess or advance shipments may be returned to Supplier, or stored by Purchaser, at Supplier's expense. Regardless of shipping terms, all risk that the Products may be lost, damaged, destroyed, stolen or delayed in transit shall be borne by Supplier until conforming Products have been actually received, inspected, tested and accepted by Purchaser. Supplier shall be liable to Purchaser for any loss or damage resulting from Supplier's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, noncompliance with other shipping instructions or improper description of the shipment in shipping documents shall be borne by Supplier.

6. **INSPECTION, ACCEPTANCE/REJECTION, RECORDS.** The Products (and work-in-process and records relating to the Products, and the facilities where the Products are produced) and Services shall be subject to inspection, evaluation and testing by Purchaser, its direct or indirect customers and/or governmental authorities (as applicable), at any reasonable time and from time to time before, during and after manufacture, delivery, assembly, installation and performance. Supplier shall provide access to its own and its subcontractors' facilities for such purposes, without charge. Notwithstanding prior inspections, the Products and Services are subject to final inspection, evaluation and testing at the facility designated by Purchaser before or after assembly or installation, and notwithstanding any payment that may be made, the Products and Services shall not be deemed accepted until such in-facility inspection, evaluation and testing demonstrate to Purchaser's satisfaction that the Products and Services conform to all applicable terms of the Contract. If Purchaser rejects any Products or Services as non-conforming, it shall notify Supplier in writing, and Section 8 (Remedies for Warranty Defects and Other Deficiencies) shall apply. Title to Products shall pass to Purchaser at the time when Supplier has fulfilled all of its shipping and delivery obligations with respect to those Products; for example, if the applicable shipping term is F.O.B. Purchaser's designated facility, title shall pass when the Products have been unloaded at the specified Purchaser facility; and if the applicable shipping term is F.O.B. shipping point, title shall pass when the Products have been safely loaded and secured on the carrier at Supplier's shipping location. Neither Purchaser's inspection, evaluation, testing or approval before, during or after manufacture, delivery, assembly, installation and performance, nor acceptance, shall constitute a waiver of the right of subsequent rejection by reason of any latent or otherwise undiscovered defect or fraud, or a waiver of Supplier's warranties. Purchaser may return rejected Products at Supplier's expense. Supplier shall comply with the best quality assurance/quality control ("QA/QC") procedures in its industry. All of Supplier's QA/QC and inspection records relating to the Products or Services shall be retained by Supplier during performance of the applicable PO and for at least seven (7) years thereafter and be furnished to Purchaser upon its request, without charge.

7. **WARRANTIES; LIEN WAIVERS.** Supplier represents, certifies and warrants that the Products and Services provided to Purchaser pursuant to the Contract shall during the applicable Warranty Period (as that term is defined below): (a) be free and clear of all liens, security interests and encumbrances, good and merchantable title thereto being vested in Purchaser; (b) be free from defects in design, material and workmanship and of good and merchantable quality; (c) conform to, and be capable of performing as described in, all Specifications and other requirements set forth or referenced in the Contract; (d) be fit for the uses intended by Purchaser; (e) be manufactured or otherwise fabricated and installed, or be performed, by adequately trained, properly supervised personnel in a good and workmanlike manner and in accordance with the best practices in Supplier's industry; (f) not incorporate or consist of commercial surplus, used, remanufactured or reconditioned material or components, or material or components of such age or so deteriorated as to impair the usefulness or safety thereof; and (g) comply with, and have been produced, processed, packaged, labeled, delivered, assembled, installed, performed and sold, and be capable of operating in conformity with, all applicable federal, state, local and foreign laws, regulations, rules, codes, orders and standards (collectively, "Applicable Laws"), including without limitation the U.S. Occupational Safety and Health Act of 1970, as amended ("OSHA"), and the U.S. Fair Labor Standards Act of 1938, as amended, and orders issued thereunder, all as amended from time to time. The foregoing warranties shall survive delivery, inspection, assembly, installation, acceptance and payment and shall run in favor of Purchaser

and its affiliates, and their respective customers, successors and assigns. Unless a different Warranty Period has been expressly agreed upon in the applicable PO, (i) the "Warranty Period" for Products shall begin when those Products are delivered to Purchaser and end two (2) years after those Products are either used by Purchaser in its manufacturing process or resold by Purchaser, not to exceed three (3) years after the date the Products are delivered to Purchaser; and (ii) the "Warranty Period" for each Service shall begin when Supplier starts performing the incident of Service and end one (1) year after the incident of Service has been completed. Supplier acknowledges that it knows Purchaser is relying upon Supplier's skill and judgment to select and furnish suitable Products and Services for Purchaser's particular purposes. If Supplier is not the manufacturer of the Products it sells to Purchaser, Supplier shall assign to Purchaser all manufacturers' warranties on the Products; these manufacturers' warranties are in addition to Supplier's warranties set forth above. Upon Purchaser's request, Supplier shall furnish Purchaser with waivers of lien rights by Supplier and all others that are entitled to assert lien rights in connection with performance of the Contract.

8. **REMEDIES FOR WARRANTY DEFECTS AND OTHER DEFICIENCIES.** In the event any of the Products or Services shall be unsatisfactory, defective or inferior in quality, or shall not conform to the Specifications or any other requirements set forth in the Contract (including Supplier's warranties), or shall not be timely provided, or in the event Supplier otherwise breaches the Contract, Purchaser, at its option and in addition to any other rights and remedies to which it is entitled under the Contract, Applicable Law or otherwise, may (a) require Supplier, at its sole cost and expense, to repair or replace the Products and/or to re-perform the Services properly, (b) retain the Products at an adjusted price, (c) hold the Products at Supplier's risk and expense pending Supplier's specific instructions, (d) return the Products to Supplier at Supplier's risk and expense for replacement, credit or full or partial refund, as Purchaser shall direct, (e) purchase substitute goods or services, in which case Supplier shall pay to Purchaser the excess of the delivered cost of such substitute goods or services over the Contract Price provided in Purchaser's PO, plus all damages, losses and expenses incurred by Purchaser as a result of Supplier's breach, and/or (f) cancel the Contract in whole or part, in which case Supplier shall pay to Purchaser all damages, losses and expenses incurred by Purchaser as a result of Supplier's breach. Purchaser may also refuse to accept further delivery of Products or performance of Services under the Contract. Supplier shall reimburse Purchaser for all of its costs and expenses relating to the assembly, installation, inspection, testing, removal, storage, handling, packing and/or transporting of any such unsatisfactory, defective, inferior or otherwise nonconforming Products, and Supplier shall assume all risk of loss or damage in transit to Products returned by Purchaser. Notwithstanding the foregoing, Purchaser reserves the right to repair the Products or re-perform the Services without voiding any of Supplier's warranties or other obligations under the Contract. Supplier shall reimburse Purchaser for all of its costs and expenses relating to any such repair or re-performance. Supplier shall continue performance of the Contract to the extent not cancelled pursuant to this section. If the Contract is cancelled as provided in this section, Purchaser, in addition to any other rights provided herein or by Applicable Law, may require Supplier to transfer title and deliver to Purchaser (i) any completed Products, and (ii) such partially completed Products and (iii) materials, parts, tools, dies, fixtures, drawings, information, and contract rights as Supplier has specifically produced or acquired for the performance of the Contract.
9. **INDEMNIFICATION.** Supplier shall indemnify, defend and hold harmless Purchaser, its affiliates and direct and indirect customers, and its and their respective directors, officers, managers, owners, employees, agents, insurers, successors and assigns (collectively, the "Indemnified Persons"), from and against any and all claims, demands, actions, liabilities, losses, damages, costs and expenses, including attorneys' fees and legal expenses (collectively, "Claims and Damages"), including without limitation Claims and Damages for personal injury, death or property damage, that the Indemnified Persons, or any of them, may sustain or incur as a result of (a) any actual or alleged breach of any representation, warranty or covenant made by Supplier in these Terms and Conditions or elsewhere in the Contract, or (b) any negligent act or omission, intentional misconduct or fraud of Supplier, its employees, agents, affiliates or subcontractors, (c) any infringement or misappropriation of any proprietary right by any Product or Service furnished by Supplier, or (d) any defect or deficiency in any Product or Service furnished by Supplier; provided that Supplier shall not be required to indemnify the Indemnified Persons against any Claims and Damages that are solely caused by the gross negligence or intentional misconduct of any Indemnified Persons.
10. **CHANGES.** Purchaser may make changes in the Specifications or in the Products or Services to be provided by Supplier pursuant to the Contract, or in the quantities to be provided or the time of performance, and Supplier shall provide the Products and Services in accordance with the change(s) so requested by Purchaser. To the extent any such change increases or decreases the cost of, or the time required for, the performance of the Contract, Supplier or Purchaser, as the case may be, shall be entitled to a reasonable and equitable adjustment in the Contract Price and/or performance schedule; provided, however, that under no circumstances shall Purchaser be responsible for any materials or parts purchased by Supplier in excess of the quantities released or for the fabrication of parts in advance of the lead times necessary to provide the Products and Services in accordance with the terms set forth in the Contract. The burden of proving entitlement to any adjustment under this section shall be borne by the party

requesting the adjustment. Any claim for adjustment by Supplier under this section must be made within thirty (30) calendar days after Purchaser delivers the written notification of the change, and if not made within such time period shall be deemed waived. Contract Price increases or schedule extensions shall not be binding upon Purchaser unless evidenced by a change order issued and signed by an authorized representative of Purchaser.

11. **PURCHASER PROPERTY.** Purchaser may from time to time deliver, or cause to be delivered, to Supplier Specifications, component parts, supplies, machinery, tools, materials and other equipment and property owned by Purchaser or its customers (collectively, the "Purchaser Property"). Supplier shall use the Purchaser Property only for purposes of the provision of the Products and Services pursuant to the Contract or in such other manner as Purchaser may request in writing from time to time. Supplier shall at all times store the Purchaser Property in a secure, covered and locked area at the facility to which it is shipped or at such other location as Purchaser may approve in writing from time to time. Supplier shall maintain all risk property insurance on the Purchaser Property for its replacement value, without charge to Purchaser. Supplier shall not provide any of its employees, or any other person or entity, with access to the Purchaser Property, except for those employees of Supplier who have a definable need to access the Purchaser Property to permit Supplier to use the Purchaser Property as authorized in this section. Supplier shall protect and care for the Purchaser Property in the same manner as Supplier protects and cares for its own valuable property. Legal and beneficial title to the Purchaser Property shall at all times remain with Purchaser or its customers, as applicable. Supplier shall not assert any lien or other rights against any of the Purchaser Property. Supplier shall maintain a system under which the Purchaser Property is clearly identified as Purchaser's property and is kept separate and distinct from any other property in Supplier's possession, and take such other actions as Purchaser may reasonably request to protect the ownership rights of Purchaser (or its customers) in the Purchaser Property. Purchaser shall have the right to file UCC financing statements or other documents against Supplier to give public notice that the Purchaser Property is owned by Purchaser or its customers, and not Supplier. Supplier shall not transfer any interest in, or otherwise deliver possession of, any of the Purchaser Property to any person or entity other than to Purchaser or such other person or entity as is designated by Purchaser in writing. At any time and from time to time upon Purchaser's request, Supplier shall return the Purchaser Property to Purchaser or such other person or entity as is designated by Purchaser in writing, in any case in accordance with the shipping instructions provided by Purchaser. Supplier shall return the Purchaser Property in the condition in which it was received by Supplier, except for ordinary wear and tear, and except to the extent the Purchaser Property has been incorporated into Products provided to Purchaser pursuant to the Contract or is consumed in the normal production of such Products. Supplier's responsibility with respect to the Purchaser Property shall be that of a bailee, and Supplier shall indemnify and hold harmless the Indemnified Persons from and against any loss, theft or destruction of or damage to any Purchaser Property that occurs prior to delivery of possession of the Purchaser Property back to Purchaser or such other person or entity as is designated by Purchaser in writing. Supplier shall keep the Specifications confidential, shall not disclose any Specifications to third parties, shall use the Specifications solely to provide Products and Services to Purchaser, and shall not retain or use any copies of the Specifications after providing the Products and Services to Purchaser; provided, however, if Purchaser authorizes or directs Supplier to engage a third party to provide tooling or an item of equipment to enable Supplier to perform the Contract and the third party needs to view a portion of the Specifications to be able to build the necessary tooling or equipment, Supplier may disclose only the applicable portions of the Specifications to the third party, but only after Supplier and the third party have signed a nondisclosure agreement, the terms of which must not be less restrictive or less protective of the confidentiality of the Specifications than the terms of this Contract and the provisions of any nondisclosure or confidentiality agreement between Purchaser and Supplier.
12. **TOOLING.** If Supplier manufactures, purchases or otherwise acquires any tools, dies or equipment in connection with the performance of the Contract and charges Purchaser for the use of the tools, dies or equipment (including through a tool service charge), such tools, dies and equipment shall be and remain Purchaser Property.
13. **REPAIR AND REPLACEMENT PARTS.** Supplier shall make available to Purchaser, for purchase at the prices set forth in the Contract (or if such prices are not set forth in the Contract, at such reasonable prices as the parties may mutually agree upon, such agreement not to be unreasonably withheld), repair and replacement parts and service tools for each component of the Products, for a period of at least ten (10) years after acceptance of the Products by Purchaser. Notwithstanding the foregoing, the price payable by Purchaser under this section for any such part or tool shall not exceed the lowest delivered price for that part or tool offered or charged by Supplier to any customer at any time during the six-month period immediately preceding the calculation of the price hereunder. Such lowest delivered price shall be determined after application of any type of price discount, credit, allowance, rebate, promotion or other financial consideration offered by Supplier.
14. **DRAWINGS AND OTHER INFORMATION.** Purchaser and its customers shall be free to use and reproduce all drawings, designs, prints, data, plans, operation and maintenance and training manuals, technical publications, instructions, sales literature, and other information delivered by Supplier pursuant to the Contract to the extent

reasonably necessary to assemble, install, operate, maintain, repair and/or perform, and/or make or have made repair or replacement parts for, the Products or Services, without additional compensation to Supplier. In addition to the other requirements set forth in the Contract, Supplier shall provide Purchaser, without cost, with all “as-built” drawings relating to the Products prior to the date on which conforming Products are actually received, inspected, tested, assembled, installed and accepted by Purchaser. Supplier’s compensation for any and all design work, drawings, prints, data, plans, manuals, publications, instructions and other tasks required in connection with the performance of Supplier’s responsibilities under the Contract is included in the Contract Price.

15. **PROPRIETARY RIGHTS.** Supplier represents, warrants and agrees that (a) neither the Products or Services (including any components, equipment, software or firmware), nor the sale or use thereof, shall in any way infringe, misappropriate, or contribute to the infringement or misappropriation of any patent, copyright, trademark, service mark, trade dress, trade secret or other proprietary right in the U.S. or elsewhere, and no claim, action or suit alleging any such infringement, misappropriation, or contribution to infringement or misappropriation is pending or threatened against Supplier, its employees, agents, affiliates or subcontractors; (b) Supplier has full power and authority to grant all of the intellectual property, proprietary and other rights granted by it in the Contract; and (c) all royalties, fees and costs (if there are any) for such rights are set forth in the applicable PO, and except as otherwise expressly set forth in the applicable PO, no royalties, fees or other costs are payable to Supplier or any third party for any such rights. If Purchaser’s use of any of the Products or Services, or of any of the intellectual property or proprietary rights granted to Purchaser under the Contract (the “granted rights”), is enjoined in connection with any claim, action or suit alleging that such Products, Services, or granted rights infringe or contribute to the infringement of any patent, copyright, trademark, service mark, trade dress, trade secret or other proprietary right in the U.S. or elsewhere, then Supplier shall, at its sole cost and expense, either (i) procure for Purchaser and its customers the perpetual right to continue using the affected Products, Services and granted rights without restriction and without any obligation on the part of Purchaser or its customers to make any royalty or other payments, (ii) replace the affected Products, Services and/or granted rights with non-infringing Products, Services and rights that do not adversely affect the right or ability of Purchaser and its customers to use the Products, Services and/or granted rights as contemplated by Purchaser on the date of the applicable PO (including any adverse effect relating to the functionality of the Products, Services or granted rights or the cost of using or maintaining the Products, Services or granted rights), or (iii) modify the affected Products, Services and/or granted rights in a manner that does not adversely affect the right or ability of Purchaser and its customers to use the Products, Services, and/or granted rights as contemplated on the date of the applicable PO (including any adverse effect relating to the functionality of the Products, Services or granted rights or the cost of using or maintaining the Products, Services or granted rights) so that the affected Products, Services and/or granted rights become non-infringing. Supplier’s obligations under this section shall be in addition to, and shall not limit, restrict or otherwise affect in any way, the other obligations of Supplier under the Contract, Applicable Law or otherwise. Supplier hereby grants to Purchaser and its affiliates, both direct and indirect, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license: (I) to use, and to authorize third parties to use, all inventions, discoveries, improvements, processes, designs, ideas, software and other intellectual property that Supplier conceives or first reduces to practice in the performance of the Contract, and (II) to reproduce, translate, publish, use and dispose of, and to authorize others to do so, any copyrighted or copyrightable materials delivered to Purchaser by Supplier in connection with the performance of the Contract.
16. **FACILITY RULES.** To the extent any employees, agents or subcontractors of Supplier are required to enter any facilities designated by Purchaser to perform Supplier’s obligations under the Contract, Supplier shall cause such employees, agents and subcontractors to abide by any and all applicable rules that the facility operator may have in effect or hereafter put into effect at such facility, including rules relating to workers, safety, use of cameras, security and confidentiality procedures or requirements, designated entrances, hours of work and the handling of equipment or materials.
17. **TERMINATION FOR CONVENIENCE.** Purchaser may terminate for its convenience, without cause, all or any part of the Contract at any time by written notice to Supplier; any such termination shall become effective on the earlier of (i) the date that is ninety (90) calendar days after Purchaser provides notice of termination to Supplier, or (ii) the date Supplier has utilized all inventory that it procured for performance of the Contract prior to its receipt of the termination notice to produce finished Products, and those Products have been sold and delivered to Purchaser.
18. **PUBLICITY; CONFIDENTIALITY.** Supplier shall not describe or otherwise refer to the existence of the Contract, the Products or Services to be provided hereunder, or the name or trademarks of Purchaser or its affiliates in any press release, public disclosure, advertisement, electronic communication, website or other promotional material of any nature whatsoever without the express, prior written consent of Purchaser. Purchaser and Supplier shall comply with the provisions of any confidentiality and non-disclosure agreement or other nondisclosure or confidentiality agreement entered into between them, and the terms of the Contract will be treated as “Confidential Information” of Purchaser for purposes of any such agreement. Supplier shall not sell or dispose of any property, including

partially completed or defective Products, that incorporate any confidential information of Purchaser without prior written authorization from Purchaser, and without rendering such property unrecoverable and unsuitable for any use.

19. **COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY.** Supplier shall comply, and shall cause each of its employees, agents and subcontractors to comply, with all Applicable Laws, as amended, including without limitation export/import laws and regulations, OSHA, the U.S. Truth in Negotiations Act, the U.S. Anti-Kickback Act of 1986, the U.S. Foreign Corrupt Practices Act, and anti-bribery and anti-discrimination laws and regulations, during and in connection with the performance of the Contract (in the case of Supplier's subcontractors, during and in connection with performance of their obligations to Supplier related to the performance of the Contract). Without limiting the generality of the preceding sentence, **where applicable, Supplier shall abide, and shall cause each of its subcontractors to abide, by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Supplier shall include this paragraph in each subcontract it issues.** Supplier shall also remain, and shall cause each of its subcontractors to remain, in compliance with all environmental, health, safety and labor laws, regulations, rules, codes, orders and standards applicable to the operation and use of the facilities at which Products or Services covered by the Contract are manufactured, produced, stored or performed.
20. **NON-EXCLUSIVE RIGHTS.** The rights and remedies set forth in any provision of the Contract shall be in addition, and without prejudice, to all other rights and remedies to which Purchaser may be entitled under any other provision of the Contract, Applicable Law or otherwise, including any right to specific performance or injunctive relief.
21. **GOVERNING LANGUAGE; ASSIGNMENT.** The Contract shall be construed and interpreted in accordance with the English language only, which language will be controlling in all respects. No translation, if any, of the Contract shall have any force or effect in the interpretation of the Contract or in the determination of the intent of Purchaser or Supplier. Supplier may not assign the Contract or any rights or obligations thereunder, whether voluntarily or by operation of law, without the express, prior written consent of Purchaser.
22. **CERTIFICATE.** Supplier hereby certifies that all Products and Services furnished hereunder shall have been produced and performed in compliance with all applicable requirements of Sections 6, 7, 12, 13, 15 and 18 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof, and in accordance with all Applicable Laws governing general conditions for labor employed in the production of such Products/Services.
23. **COMPENSATION TO PURCHASER'S AGENTS.** No employee or agent of Purchaser is permitted to solicit or accept any compensation or payment from Supplier or any other supplier, however characterized, in connection with the placement of any PO; and any rebate, discount, incentive or other amount offered in that connection shall be separately itemized in Supplier's invoice.
24. **SPECIAL WARNINGS AND INSTRUCTIONS.** Prior to and with the shipment of Products purchased hereunder, Supplier agrees to furnish to Purchaser sufficient warning and notice in writing, including safety data sheets and appropriate labels on Products, containers and packaging, of any hazardous materials or chemicals that are an ingredient or a part of any of the Products, together with such special handling instructions as may be necessary to advise carriers, Purchaser and its contractors and customers, and their respective employees and agents of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, sale or disposal of the Products, containers and packaging shipped to Purchaser.
25. **GOVERNMENT CONTRACTS.** If the work required by the Contract is in support of a U.S. Government prime contract or higher-tiered subcontract, the Contract shall and hereby does incorporate by reference those U.S. federal government laws, regulations, and contract clauses (e.g., Federal Acquisition Regulation (FAR) clauses and FAR agency supplemental clauses) that Purchaser is required by the terms of its contract with its customer to include in the Contract and those that Purchaser deems necessary to mitigate against business risks. If the work required by the Contract is in support of a state, local or foreign government prime contract or higher-tiered subcontract, the Contract shall and hereby does incorporate by reference those governmental laws, regulations and contract clauses that Purchaser is required by the terms of its contract with its customer to include in the Contract and those that Purchaser deems necessary to mitigate against business risks. Upon Supplier's written

request, Purchaser will identify those government laws, regulations and contract clauses that are incorporated by reference herein.

26. **DISPUTE RESOLUTION.** If either party has a dispute or grievance regarding the other party, the aggrieved party shall notify the other party in writing of its dispute or grievance (each, a “Dispute Notice”). During the thirty (30) calendar day period following the date the Dispute Notice is delivered, the parties shall negotiate and confer in good faith in an attempt to resolve the dispute or grievance. Any and all disputes or grievances arising out of the Contract or its performance or breach, or out of Products sold or Services rendered by Supplier, that are not resolved through such good-faith negotiations of the parties shall be resolved through binding arbitration in Milwaukee, Wisconsin, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be conducted in the English language by a single neutral arbitrator who is fluent in English. This provision shall not impair the right of either party to seek injunctive relief from any court of competent jurisdiction, pending and/or in aid of arbitration, in the event that party is confronted with a genuine risk that it will suffer irreparable injury before relief can reasonably be anticipated in the arbitral forum; Purchaser and Supplier each consents to the personal jurisdiction of the state and federal courts sitting in the State of Delaware, U.S.A. or the State of Wisconsin, U.S.A., for purposes of any such actions for injunctive relief. Pending resolution of any dispute, Supplier shall diligently proceed with performing the Contract except to the extent directed otherwise in writing by Purchaser.
27. **INSURANCE REQUIREMENTS.** In addition to any other insurance requirements in the Contract, at a minimum, the following insurance coverages and limits shall be maintained by Supplier throughout performance of the Contract and for at least three (3) years thereafter (higher amounts may be specified in the PO):

Insurance Coverage:	Limits Not Less Than:
Worker’s Compensation – Must apply for state within which work is being performed	Statutory in the state where work is performed
Employers Liability (Coverage B)	\$500,000 – each accident \$500,000 – disease policy limit \$500,000 – disease each employee
Commercial General Liability  (including Contractual Liability, Bodily Injury and Property Damage Combined, and Personal Injury)	\$1,000,000 Each Occurrence or limits sufficient to be scheduled under the Umbrella policy \$2,000,000 Products – Completed Operations Aggregate \$2,000,000 Annual Aggregate
Business Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence.
Umbrella / Excess Liability Coverage	\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate
Professional Liability	\$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate

All insurance policies must be underwritten by an insurance company with a minimum A.M. Best Rating of A- VII. Purchaser and its divisions, subsidiaries, parents and other affiliates, and the directors, officers, employees, successors and assigns of these entities, and their lender(s), shall be named as Additional Insureds under all policies, other than Worker’s Compensation/Employers Liability and the Professional Liability policy. All insurance policies shall be primary and non-contributory in favor of the Additional Insureds. A waiver of subrogation in favor of the Additional Insureds identified above shall apply on the Worker’s Compensation, Commercial General Liability, Business Automobile Liability, and Umbrella Liability policies. Any claims-made coverage must continue in effect for a minimum of three (3) years after the completion of the Contract. Certificates evidencing the above coverages, including the Additional Insured endorsements and waivers of subrogation, must be furnished to Purchaser prior to the commencement of any work and on an annual basis thereafter for three (3) years. **Certificates should identify the specific project name or Contract description, where applicable.**