

## Principles of Partnership between the Haulotte Group and a Supplier

### 1 : Object

Orders, the specifications of which are determined between the Parties, may be issued by Haulotte.

The Supplier acknowledges and accepts that the quantity and content of these orders may fluctuate depending on Haulotte's sales requirements. The relevant conditions will be the current ones the day of the order.

These Principles of Partnership apply unless otherwise specific agreement signed between the supplier and Haulotte.

### 2 : Issue and Confirmation of Requirements

The estimated requirements and procurement plans follow the requirements set out by Haulotte.

The Supplier shall acknowledge receipt of the Procurement Programme or the Purchase Order within the specified period.

Unless otherwise stated, the Supplier shall be deemed to have accepted all of the terms and conditions.

The Supplier agrees to accept all Orders that comply with the principles governing the statement of requirements agreed between the Parties.

### 3 : Compliance and Quality of the Supply – Compliance with Standards

The Supply shall comply with the Specifications established between the Parties.

The Supplier shall be responsible for ensuring the compliance and reliability of the product. The Supplier shall keep written records of all inspections, tests and verifications he has carried out, or that have been undertaken by anybody authorized to certify the compliance of the product, and shall provide said records on request to Haulotte. The Supplier shall retain full responsibility for the design and manufacture of the product, regardless of the degree of assistance that it may have received from Haulotte within the framework of the Agreement.

The Supplier agrees to comply with all legal and regulatory requirements in force.

### 4 : Price – Invoicing – Payment

#### 4.1. Price

The price of the product shall be that established by the Parties.

The financial terms and conditions shall be jointly determined by the Parties and shall, at the very least, indicate all price elements and indexation factors, where applicable, as well as the terms and conditions of payment.

Unless otherwise stated, all prices shall be expressed in Euros (€) exclusive of tax.

#### 4.2. Invoicing

Invoices shall be issued by the Supplier at the date of delivery of the product and shall include all necessary legal information.

Hard copies of these invoices shall be sent in duplicate to the Haulotte's Accounting Department at the address indicated on the Order.

#### 4.3. Payment

Payments shall be made in accordance with the terms agreed between the Parties, subject to the receipt by Haulotte of a valid invoice and full compliance on the part of the Supplier with his obligations.

Unless otherwise stated, payments shall be made by bank transfer 60 days from the date of the invoice.

The Supplier authorizes Haulotte to offset his payment obligations against any amount owed by the Supplier, for any cause and of any nature whatsoever, including amounts corresponding to penalties and/or quality claims.

In the event of late payment, but subject to the fulfilment of the service and the compliance of the delivery, the Parties agree that the interest rate for late payment shall be three (3) times the French legal interest rate.

### 5 : Terms of Delivery

The terms of delivery shall be determined together with the Supplier.

The delivery deadlines agreed upon by the Parties shall be mandatory.

Unless otherwise stated, all product shall be Delivered Duty Paid (DDP, as defined by Incoterms 2010) to the address indicated on the Procurement Programme or the Purchase Order.

### 6 : Transfer of Ownership and Risk – Equipment

The transfer of ownership shall be made upon receipt of the product by Haulotte.

Unless otherwise agreed, all equipment and material provided by Haulotte to the Supplier shall remain the exclusive property of Haulotte and shall be covered by a specific contract.

### 7 : Warranty

The Supplier undertakes to formalize the warranty terms and conditions of its products.

The Parties acknowledge that the safety of people and property is a priority. The Supplier shall take all measures necessary to ensure safety, and shall participate in all recall campaigns initiated by Haulotte.

### 8 : Intellectual Property

- The Supplier shall retain all intellectual property rights to its products.

- All drawings and technical documents provided by Haulotte to the Supplier under this Agreement shall remain the exclusive property of Haulotte, and must be returned by the Supplier at the end of the Agreement.

For the purpose of the developments made for Haulotte, Haulotte shall have a right of distribution and use of the products, in all countries, on all media and without time limitation. Haulotte is deemed to be the rightful holder of all intellectual property rights regarding these products and shall have all rights of use, reproduction and distribution, for the entire duration of these rights, whatever the media used, and for the whole world.

The Supplier shall provide Haulotte with all of the elements that prove the original and, more generally, copyrightable nature of these Supplies. Where appropriate, the Supplier agrees to assist Haulotte in registering and asserting its rights.

### 9 : Confidentiality

All documents and other information of any kind disclosed by or received from Haulotte, or of which the Supplier may have knowledge at the time of the implementation of this Framework Agreement ("Information"), shall be regarded by the Supplier as strictly confidential.

The Supplier shall use said Information only for the strict application of the Framework Agreement and the Orders, and shall not divulge, provide, or make this Information available, in any way whatsoever, to third parties or employees not concerned by this Agreement, without the prior written authorization of Haulotte.

At the first request by Haulotte, the Supplier shall promptly return all documents and any and all copies (paper or other) that may include all or part of said Information. Supplier shall also delete all electronic copies of said information immediately.

### 10 : Liability – Insurance

The Supplier shall be liable for all damages caused by its fault.

The Supplier shall take out all necessary public and professional liability insurance and shall provide Haulotte with proof of said insurance.

### 11 : Transfer – Subcontracting – Notifications

The Supplier shall not be entitled to transfer or subcontract the execution of this Framework Agreement and/or the Order without the prior written authorization of Haulotte. In all respects, the Supplier shall remain fully responsible (and vouch) for the execution of the Agreement or the Order by the transferee or subcontractor. Where appropriate, the Supplier shall provide Haulotte with the names and addresses of its subcontractors, and shall ensure strict compliance with the applicable laws in this regard.

### 12 : Entry into Force – Duration

This Framework Agreement shall enter into force for an indefinite period from the date of signature by both Parties.

Either Party may terminate this Agreement at any time by registered letter with acknowledgement of receipt sent to the other Party, and with a notice period of six (6) months.

Unless otherwise stated, all Orders pending as of the date of notification of termination shall be fulfilled as per the terms of the Agreement.

### 13 : Termination

In the event of the total or partial failure by one of the Parties to meet its obligations, the other Party may automatically terminate this Agreement, without compensation or notice, after a period of one month from the serving of formal written notice that the terms of the agreement have not been complied with.

### 14 : Applicable Law – Disputes

This Framework Agreement shall be governed by and construed in accordance with the law of the local head office of Haulotte, to the exclusion of the Vienna Convention on the Sale of Goods of 11 April 1980 and any conflict of law rules between the Parties.

Any dispute arising from the present Agreement that cannot be resolved amicably between the Parties shall be brought before the Court of the local head office of Haulotte, which shall have **exclusive jurisdiction**, notwithstanding multiple defendants, the introduction of third parties, or an application for the adoption of interim measures.

*Principles of Partnership between the Haulotte Group and a Supplier*

**Appendix 1 – Requirements**

1) Statement of Requirements

All references are coded using Haulotte codes.

Orders are made in paper format, or in electronic format followed by a hard copy sent to the Supplier. Where the Supplier implements remote order processing technology, the Parties shall seek to determine how this method could be used between them.

The dates expressed are related to the Supplier's responsibility in connection with the Incoterm selected: delivery dates are expressed as Delivered Duty Paid on site.

The statement of requirements applies to the various Haulotte plants and follows the principles set out below:

- Transmission once a month of a full procurement program with an estimate number of units required for the following six months. This information is based on the analysis of Haulotte customer requirements worldwide, and therefore represents the most accurate estimate that Haulotte can communicate to its Suppliers at that given time. However, due to possible changes in economic conditions, this information should not be considered as a firm commitment during the forecast period.
- Transmission every week of confirmed weekly call-off orders over a rolling period of four weeks, which may be flexible depending on the periods allowed for carriage. Call-off orders represent authorizations to deliver.
- Establishment of a "guaranteed quantities" period, expressed once a month with the procurement programme, for a period covering the four weeks following the firm period. This period represents a commitment on the part of Haulotte to order the quantities expressed for this period within a maximum of eight weeks following the expiration of this period, if the Supplier so requests within a period of two weeks. In return, Haulotte requests that its Suppliers allow for a certain flexibility in orders up to a 10% increase in the quantities expressed upon confirmation of the call-off orders.

As such, the quantities expressed:

- From W+1 to W+4 are firm.
- From W+5 to W+8 are guaranteed. If the quantity confirmed by the call-off orders is less than the guaranteed quantity, the Supplier can make a request for the difference within a period two weeks following the expiration of the guaranteed period.

The Supplier commits to implementing the necessary resources to ensure flexibility in orders up to a 10% increase in the quantities expressed for the period W+5 to W+8. For components with low consumption volumes, this flexibility shall be interpreted as the capacity to deliver at least one additional unit.

From M+3 to M+6, at the end of the guaranteed period, Haulotte shall maintain a statement of estimated requirements over a period of four months. These estimates shall be derived from the definition of Haulotte's master production schedules based on its view of how the market will evolve. This information follows a monthly analysis system now in place, but represents only a trend and therefore remains likely to fluctuate depending, notably, on general economic conditions. Estimated requirements shall in no way represent a commitment ensuring a stable reserve determined in advance for the Supplier.

**Overview of the Overall Planning Process**

VISUALISATION SYNTHETIQUE PROCESSUS DE PLANIFICATION GLOBAL																																							
JANVIER					FEVRIER					MARS					AVRIL					MAI					JUN					JUILLET					AOÛT				
S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25	S26	S27	S28	S29	S30	S31	S32	S33	S34	S35					
Programme d'approvisionnement					FERME					PERIODE GARANTIE					PERIODE PREVISIONNELLE																								
Appel de livraison S8					FERME																																		
Appel de livraison S9					FERME																																		
Appel de livraison S10					FERME																																		
Programme d'approvisionnement					FERME					PERIODE GARANTIE					PERIODE PREVISIONNELLE																								
Appel de livraison S11					FERME																																		

In addition to the use of monthly procurement programs, it being specified here that this order method is primarily used for the initial samples and all spare parts orders, requirements can be transmitted via a purchase order.

The purchase order represents an additional firm and one-off order sent to the Supplier and which may include one or several lines.

## Appendix 2 – Logistical Conditions

### 1) Obligations of the Supplier with regard to the Procurement Programmes

The Supplier shall take all measures necessary to meet the requirements expressed by the Customer:

- Upon receipt of the programmes, the Supplier shall validate the requirements expressed by Haulotte within five working days:
  - o For the guaranteed period: confirmation of the availability of the quantities at the deadlines required and maintaining of the requested flexibility.
  - o For the forecast period: confirmation that Haulotte's requirements have been taken into account.
- Upon receipt of the programme call-off orders, the Supplier shall deliver the quantities requested in a timely manner, by all means at its disposal.
- Upon receipt of the purchase orders, the Supplier shall confirm deliveries within 72 hours, specifying the order registration number, delivery date, quantity and price.

Regarding spare parts, the Supplier shall send an update of its deadlines every six months to the Spare Parts Department.

Should the Supplier encounter any difficulty in meeting the Customer's requirements (particularly in terms of deadline and quantity), it shall immediately and systematically inform its point of contact within Haulotte, by email or fax, stating the detailed reasons and causes for the difficulty or incident and the means implemented to address them.

If necessary, the proposed solutions shall be accompanied by a schedule for dealing with this delay in delivery.

The Supplier shall inform Haulotte of its closure dates with a minimum notice of four weeks in order to allow for managing ongoing relationships. The Supplier shall make all necessary arrangements to ensure that delivery is carried out in compliance with the usual delivery dates, including during periods of closure.

### 2) Delivery Deadline for Purchase Orders

The delivery deadline will be decided by the Parties.

### 3) Logistics Specifications

Logistic parameters are established with regard to:

- logistics flow;
- product packaging.

### 3.1 Logistics Flow

The name and address of the delivery site are indicated on the programme order and the call-off order. Each call-off order is delivered to the site in question.

#### a) Frequency of Delivery

The frequency of delivery is usually weekly.

The Parties shall determine the following frequency and days of delivery: see Appendix 4.

#### b) Incoterm

The Incoterm reference is DDP (Delivered Duty Paid) in accordance with the Incoterms 2010 rules.

Specific case (with the exception of DDP): if the Supplier does not have an intra-Community VAT number, the choice of forwarding agent responsible for the import customs formalities shall be validated by the Parties.

#### c) Batch Sizes

- Minimum call-off order batch size:

The minimum call-off order batch size is equal to 1 Unit Packet (UP), determined on the basis of the general rules laid down by specification S021381 or any other separate specification validated by Haulotte and its Supplier (see Appendix 4).

- Multiple batch size:

Multiple batch size corresponds to a unit load\* and is determined by the Parties (see Appendix 4) as follows:

\* Unit load = Quantities x UP

#### d) Receipt of delivery

The delivery of the ordered products shall be subject to prior authorization formalized by the call-off order number transmitted by Haulotte.

The delivery slip and packing list shall be presented to the Haulotte Receiving Department.

These documents shall contain the call-off order number, the Haulotte references, the number of parts delivered, the number of unit packets and, where appropriate, the relevant traceability data.

### 3.2 Product Packaging

In the absence of a separate specification, the general rules governing the packaging and labelling of packages are those laid down in specification S021381, sent to the Supplier, who confirms that it is fully aware of these rules.

#### e) Traceability

The parts that require traceability shall be identified by batch number or by serial number (unit part).

For each delivery, this information shall be communicated to the Haulotte Receiving Department.

This information shall also feature on the appropriate labelling affixed to the packaging

(batch number) or unit parts (serial number). The requirements of this labelling are also defined in specification S021381.

### 4) Evaluation of Supplier Performance

The evaluation of Supplier performance takes into account:

- all logistical non-compliance;

- meeting of delivery deadlines;
- data relative to production shut-down.

a. Logistical Non-compliance

A logistical non-compliance report shall be issued by the Haulotte Receiving Department in the following cases:

- non-compliance with the quantities or references indicated on the delivery slip;
- non-submission of the documents requested by the Receiving Department;
- non-compliance of the packaging and/or labelling.

b. Meeting of Delivery Deadlines

Supplier punctuality shall be assessed on the basis of:

- full batches (call-off orders, order lines);
- the Supplier's service rate, defined as the number of call-off orders delivered on time per total number of deliveries;
- the number of deliveries made ahead of schedule, on the understanding that advance deliveries accepted by Haulotte shall not negatively impact the Supplier's service rate;
- the number of late deliveries relative to the initial date of the requirement expressed on the call-off orders, or the last date of requirement validated by the Customer and having been the subject of an amendment to the call-off order.

c. Production Shut-down

Should the Supplier encounter any difficulty in meeting Haulotte's requirements, after acceptance of the programmes, it shall immediately inform Haulotte, stating the detailed reasons and causes for the difficulty and the means implemented to address them, and provide a schedule for dealing with this delay in delivery.

### **Appendix 3 –Parts Delivery Quality Assurance Charter**

For all Products delivered by its Suppliers, Haulotte has implemented a Quality Assurance system that notably covers the following points:

- No systematic inspection shall be carried out at delivery.
- There is no longer a safety stock used for processing returns for non-compliance.
- Suppliers agree to apply their Quality system to this service and, as a preventive measure, shall provide Haulotte with all relevant information concerning quality and compliance (details on specifications, waiver requests, etc.).
- Suppliers shall notify Haulotte promptly of any changes made to their products or manufacturing processes, in order to jointly determine the terms of any necessary approval or certification (including identification of the batches concerned).
- With regard to defective parts made available or returned to Suppliers, the latter shall inform Haulotte's Quality Department, within a period of 30 days, of any refusal to accept said parts under the terms of the warranty, duly justifying this decision. In the event of disagreement between the Parties, a counter inspection shall be organized.

Haulotte shall confirm the risk of production shut-down by means of a production shut-down risk notice and, if applicable, the effective shut-down of production by a production shut-down notice.

#### **5) Penalties for Late Delivery**

Except in the event of force majeure, and without prior formal notice, Haulotte shall be entitled to apply penalties for late delivery equal to 0.70% of the price, inclusive of tax, of the Contract or the Order, per calendar day of delay, limited to 10% of the total price of the Contract or the Order. In all cases, the Supplier undertakes to deliver the Orders as quickly as possible to minimize the impact of this late delivery.

Haulotte may decide to suspend the application of these penalties for late delivery where the Supplier's average rate of service over the previous three months is greater than 80%, calculated as specified in paragraph 4) b., and where this delay does not exceed five days.

In the event that the production line has to be shut down, Haulotte shall be entitled to apply a penalty of €1,000 per machine concerned.

These penalties shall be without prejudice to any damages and interest that Haulotte shall be entitled to claim from the Supplier in compensation for the damage and/or losses suffered by Haulotte due to this delay in delivery.

In the event of recurrent delays in delivery and/or delays resulting in significant damage and/or losses, Haulotte shall be entitled to unilaterally and automatically terminate the Contract or the Order, without the need for formal proceedings.

If by the end of this period of 30 days Haulotte has received no answer from the Supplier, the parts shall be refused by Haulotte and all consequences of the non-compliance registered shall be charged to the Supplier.

Moreover, in the event of the non-compliance of parts, the following costs shall be charged to the Supplier:

- 1 - An administrative cost of €100 for drawing up a non-compliance report.
- 2 - Labour costs charged at an hourly rate of €60.
- 3 - Parts costs based on the current year's prices.
- 4 - Transport costs borne by the Supplier for the removal of the defective parts within a maximum period of 72 hours.

These costs shall be invoiced without prejudice to any damages and interest that Haulotte shall be entitled to claim from the Supplier in compensation for the damage and/or losses suffered.

When the delivered product is to be incorporated into a machine for sale, or sold directly (parts) to an End Customer, the terms of the Warranty Charter shall apply