



STANDARD NUMBER: MCP-5032-D

ORIGIN DATE: 07-APR-2021

REVISION DATE: 01-OCT-2024

Shop Equipment Supplier Requirements

Welcome to Altec!

We have a suite of online tools as well as this package of information to set you up for success. To compliment the documents in this packet, you may access additional information at <http://suppliers.altec.com>. Should you have any questions, please direct them to your Altec contact. We look forward to a long and successful relationship.

FORMS TO BE COMPLETED AND RETURNED

In order to be set up as a **Shop Equipment Supplier** with Altec, the following documents are required before any purchase orders will be submitted.

- ☐ W-9 <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- ☐ Confidentiality and Nondisclosure Agreement – MCP-5013
- ☐ General Terms and Conditions of Purchase – MCP-5014
- ☐ Certification of Insurance Requirements – MCP-5015
- ☐ Supplier Self Certification and Contact Form – MCP-5010
- ☐ Accounts Payable Supplier Information (payment terms) – MCP-5012
- ☐ Non-Unit Service Provider Safety & Health Agreement – CI-F-SFE-053
- ☐ Supplier Code of Conduct – MCP-5042



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Revision History

REVISION LEVEL – D

REVISION AUTHOR – Jared McKay

AUTHORIZED BY – Lauren Matter

REVISION DATE – 01-OCT-2024

DESCRIPTION OF CHANGE –

- Removed Contractor Pre-Qualification form.
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CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

In consideration of Altec, Inc., its subsidiaries and affiliated companies (hereinafter "Altec") allowing the undersigned (hereinafter "Recipient") to receive confidential information from Altec and/or to visit Altec's facility or facilities, wherever located, Recipient agrees to the following:

Section 1. Confidentiality and Nondisclosure Agreement. Recipient covenants and agrees that Recipient will not use for the benefit of Recipient or anyone else, or disclose to anyone other than Altec, any information observed by or communicated to the Recipient from any source, relating to inventions, processes, formulas, systems, plans, drawings, programs, studies, techniques, "know-how", trade secrets, ideas, concepts, methods, techniques, or other information regarding the business, products or affairs of Altec, its subsidiaries, affiliates, customers, contractors, or others, not generally available to the public, including, but not limited to, information relating to the actual and potential customers of Altec and their needs and requirements for products manufactured or supplied by Altec, and Altec's designs, specifications, inventions, processes, engineering data, methods, manuals and price lists, whether in written oral or other form and whether or not that information was directly or intentionally communicated to Recipient (the "Altec Confidential Information"). Recipient also agrees to diligently protect the Altec Confidential Information against loss by inadvertent or unauthorized disclosure and will comply with security regulations established by the United States Government and by Altec, its subsidiaries, affiliates, customers, contractors or others for the purpose of protecting such information or similar information in Altec's possession or under its control belonging to any third party. Recipient further agrees to comply with United States Government laws and regulations which control the export of articles, materials and technical data.

Section 2. Ownership of Confidential Information. Recipient agrees that Recipient will claim no ownership or other right in Altec Confidential Information whether patented or not, all of which shall belong to and be the sole property of Altec.

Section 3. Remedies. Recipient understands that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of any Altec Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of Altec Confidential Information. Recipient understands that Altec may waive some of the requirements expressed in this Agreement, but to make such a waiver effective it must be made in writing by Altec and such a waiver should not in any way be deemed a waiver of Altec's right to enforce any other requirements of this Agreement. Recipient agrees that each of its obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of the rest of them or of any other covenants in this Agreement. No remedy conferred on Altec by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in additions to every other remedy given or now or later existing at law or in equity or by statute or otherwise. The election of one or more remedies by Altec or Recipient shall not constitute a waiver of the right to pursue other available remedies.

Section 4. General Provisions. The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior written or oral agreements of understandings with respect to the subject matter hereof. No modification of any of the terms of this Agreement, or any amendments thereto, shall be deemed to be valid unless in writing and signed by the president or a vice president of Altec if enforcement of the modification against Altec is sought, or a duly authorized officer of Recipient if enforcement of the modification against Recipient is sought. No course of dealing or usage of trade shall be used to modify the terms and conditions herein. No waiver by either party of any default shall be effective unless in writing, nor shall any such waiver operate as a waiver of any other default or of the same default on a future occasion. The validity, interpretation and effect of this Agreement shall be governed by and construed under the laws of the State of Alabama. In the event that any provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, or is otherwise unenforceable, that provision shall be ineffective to the extent of the violation without invalidating any other provision hereof.

Section 5. Unapproved Chemicals and Products. Recipient will not bring onto the premise of Altec any product or chemical that has not been approved for use by Altec's Corporate Environmental Manager. Recipient will indemnify and hold Altec harmless from any costs, claims, fines, or penalties resulting from Recipient's violation of this provision, including, but not limited to, all costs necessary to remediate any contamination to the environment resulting from the presence of such unapproved products or chemicals and all costs and damages resulting from human, botanical, or animal exposure to such unapproved products or chemicals..

Section 6. Release. Recipient releases Altec and its agents from any and all claims or liabilities arising from Recipient's presence on the property of Altec and shall indemnify and hold Altec harmless from any such claims.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of _____.

ACKNOWLEDGED AND ACCEPTED BY SUPPLIER:

Supplier: _____

Signature: _____

Title: _____

Date: _____

ACKNOWLEDGED AND ACCEPTED BY ALTEC:

Altec: _____
[Altec Industries, Inc./Other Entity]

Signature: _____

Title: _____

Date: _____

Revisions

Revision Date: (31-JAN-2018) -- Revision Level: **A**

Authorized By: Loni Wood

Revision Date: (17-APR-2018) – Revision Level: **B**

Authorized by: Loni Wood

Change Summary: Updated signature line. Removed Ownership, Owner, and Approval Authority

Revision Date: (18-SEP-2018) – Revision Level: **C**

Authorized by: Loni Wood

Change Summary: Format changes to section 2.

Revision Date: (20-NOV-2023) – Revision Level: **D**

Authorized by: Jake Hedding

Change Summary: Document reaffirmed without changes.



GENERAL TERMS AND CONDITIONS OF PURCHASE

THE FOLLOWING GENERAL TERMS AND CONDITIONS OF PURCHASE ARE PART OF ALL PURCHASE ORDERS BETWEEN ALTEC AND SUPPLIER, AS DEFINED BELOW. In case of conflict between any of the following and specific specifications or instructions of Altec in an Order, specific specifications or instructions shall control.

1. **DEFINITIONS:** As used herein: (a) "Altec" means Altec Industries, Inc. or the division, subsidiary or affiliate of Altec, Inc. ordering Goods and/or Services; (b) "Supplier" means the party or parties accepting the Order for, or undertaking to furnish, Goods and/or Services and any agent, officer, servant, employee or subcontractor of such party or parties; (c) "Goods" means the goods, materials, equipment, products or parts specified in an Order; (d) "Shop Equipment" means any Goods specified in an Order that Altec uses to manufacture, prepare, handle or sell its products to Customers; (e) "Services" means labor, services or work specified in an Order; (f) "Order" means any applicable purchase order or request for Goods and/or Services from Altec; and (g) "Agreement" means an Order that incorporates these Terms and Conditions and any specifications or instructions supplied by Altec. Each such Order shall constitute a separate contract for the provision of the Goods and/or Services specified therein, and the Altec entity placing the Order shall be solely responsible thereunder.

2. **CHANGES; EXTRAS:** Supplier will not make any changes in Goods and/or Services (regardless of net cost effect) without the prior written consent of Altec. The specified quantity, type and price of Goods and/or Services ordered must be delivered or performed in full and must not be changed without Altec's prior written consent. Except for customary variations in fungible Goods (excluding Shop Equipment) recognized by trade practice, Goods in excess of or different from those specified in an Order will not be accepted, and any such excess or different Goods will be held at Supplier's risk. Altec may, and at Supplier's direction shall, return such excess or different Goods at Supplier's risk, and all transportation charges, both to and from the original destination, shall be paid by Supplier. Supplier will not perform any Services involving possible claims for extra or different compensation unless and until the parties execute a change order or amendment for such Services.

3. **PRICE:** The price of Goods provided and Services performed by Supplier will be those specifically set forth in the applicable Order. If the price is not stated in the Order, the Goods and/or Services shall be billed at the lesser price of: (a) the price last charged to Altec by Supplier, or (b) a price, not less favorable, than is currently extended by Supplier to any other customer for the same or similar Goods and/or Services in similar quantities. Supplier warrants that prices shown on the Order are complete and there are no additional charges of any type including, but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing or crating charges. No additional charges of any type will be added to an Order without Altec's specific written authorization.

4. **TAXES:** Prices set forth in the Order include all applicable federal, state, local, VAT and other taxes and impositions, if any, whether or not such taxes are set forth separately on an invoice to Altec. If any manufacturer's excise or similar or different taxes are included in or added to prices paid to Supplier for the Goods and/or Services sold to Altec hereunder, and if such tax or any part thereof is thereafter refunded to Supplier or is not due from or paid by Supplier, then Supplier will immediately pay Altec the amount of such refund or of such tax that is not due from or paid by Supplier to the taxing authority. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in performance of Services under this Agreement, including without limitation FICA and unemployment compensation premiums, and all excise, transportation, occupational and other taxes applicable to receipts under this Agreement and on all Goods and/or Services furnished.

5. **PAYMENT:** Payments will be due as set forth in the Order. Any cash discount or prompt payment discount period will begin on the date on which Altec receives the Goods and/or the Services are completed or from the date of the invoice, whichever is later. C.O.D. shipments will not be accepted. Errors or omissions in invoices shall entitle Altec to delay payment without loss of any discount privileges.

6. **SHIPMENT:** At the time of shipment of Goods, Supplier shall send Altec a notice of shipment stating the Order number, kind and quantity of Goods, and route by which shipment is being made. All Goods shall be suitably packed, marked and shipped in accordance with shipping instructions in the Order, Supplier's best practices to minimize damage, and the requirements of common carriers in a manner to protect the Goods and secure the lowest transportation cost. Supplier shall be responsible for any difference in freight charges arising from failure to comply with all provisions of the Order or to describe the shipment properly. If, for any reason, the Order does not indicate terms of shipment, the shipment will be F.O.B. (Incoterms 2010) Altec's factory, or such other destination as Altec may select. Supplier agrees to pay all transportation charges incurred as a result of deviation from Altec's routing instructions. Title and risk of loss will pass to Altec only upon delivery to Altec's specified end destination on Altec's shipping date and acceptance by Altec.

7. **OBLIGATIONS FOR SERVICES:** Supplier will: (a) perform Services in a timely, diligent, professional and workmanlike manner, in accordance with customary business practices and currently approved methods and practices, by competent, qualified and experienced individuals of suitable training and skill; (b) perform Services in accordance with the provisions of this Agreement and all applicable federal, state and local laws, regulations and ordinances; (c) when Services are performed at Altec's premises (i) maintain the jobsite free of waste material and rubbish and clear the jobsite upon completion of contracted Services, (ii) provide all necessary safeguards for the protection and maintenance of Services performed, and (iii) repair and restore or replace (at Altec's



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option) any real or personal property belonging to Altec which Supplier may damage or destroy while performing Services. Supplier performs Services at its OWN RISK. The safety of all persons employed by Supplier, and any other person who enters upon Altec's premises for reasons relating to Services, will be solely Supplier's responsibility. Supplier will enforce strict discipline and maintain good order among its employees and subcontractors and will not employ any person who is unskilled in or unfit for any reason to provide the Services assigned to him or her. Supplier will take all reasonable measures and precautions for the safety of its employees and subcontractors so as to prevent injuries to any person who enters upon Altec's premises and will comply with all applicable provisions of federal, state and local safety laws. Such measures and precautions will include without limitation utilizing all safeguards and warnings necessary to protect against any conditions on Altec's premises. Supplier will confine all equipment and its personnel to that area of Altec's premises where Services are to be performed and to any other area that Altec expressly may permit Supplier to use. Pursuant to the provisions of the Occupational Safety and Health Act of 1970 ("OSHA"), Supplier will furnish its employees and subcontractors a place of employment free from recognized hazards that cause or may cause death or serious physical harm to its employees and subcontractors and will comply with all pertinent standards promulgated under OSHA. It is specifically understood that these duties will be the exclusive responsibility of Supplier. Altec will have no responsibility to ensure that Supplier provides a safe working environment and/or complies with occupational safety and health rules, but Altec will maintain Safety Data Sheets (formerly Material Safety Data Sheets) to the extent required by OSHA and will have them available in its engineering and/or personnel office for inspection and copying by Supplier. Supplier is responsible for inspecting and complying with the Safety Data Sheets requirements and for making all other necessary inquiries or investigation in order to ensure a safe workplace for its employees and subcontractors. Supplier will inform its employees and subcontractors of, and require their compliance with, Altec's on-site safety and security rules.

8. **INSPECTION AND ACCEPTANCE:** All Goods and/or Services shall be received subject to Altec's right of inspection and rejection. Defective Goods or Goods not in accordance with Altec's or other applicable specifications will be held for Supplier's instruction at Supplier's risk, and, if Supplier so directs, will be returned at Supplier's expense and all transportation charges, both to and from the original destination, shall be paid by Supplier. Altec may, in its sole discretion modify nonconforming Goods to comply with the terms of the Order. Costs of such modifications will be paid by Supplier. With respect to Shop Equipment, all such Shop Equipment shall be inspected and tested as installed, if applicable, at Altec's facility for conformance with operating and other specifications. Altec will notify Supplier in writing of any failure to conform, and Supplier, at its sole cost and expense, will make such modifications to the Shop Equipment or re-perform Services, as applicable, necessary to cure any defects. Any approval by Altec of Services will not relieve Supplier of its duty to ensure proper performance of Services, which is Supplier's sole responsibility. The right to perform such inspections will not be construed as a reservation by Altec of the right to control Supplier's work. If any inspection discloses that part of the Goods received and/or Services performed are not in accordance with this Agreement, including Altec's specifications, in addition to other rights Altec shall have the right to cancel any unshipped or unperformed portion of the Order. Payment for Goods and/or Services hereunder prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Altec may have against the Supplier.

9. **TOOLING:** To the extent Supplier utilizes specialized molds, fixtures, tooling and equipment ("*Tooling*") to produce parts for Altec, the following terms shall apply:

(a) **Ownership.** Tooling located at Supplier's facilities is referred to as "*Altec Tooling*." Tooling located at sub-suppliers' facilities which is used exclusively to produce parts for Altec is referred to as "*Offsite Tooling*." Supplier acknowledges and agrees that Altec has purchased from third-parties, or Supplier has purchased from third parties with funds provided by Altec, Altec Tooling and Offsite Tooling. To the extent Supplier has utilized funds received from Altec to purchase from third parties Altec Tooling or Offsite Tooling, Supplier hereby, in consideration of the receipt of such funds from Altec, assigns all right, title, and interest in and to such Altec Tooling and Offsite Tooling to Altec. Supplier acknowledges and agrees that all Altec Tooling and Offsite Tooling is owned by Altec, free and clear of all liens and encumbrances, security interests and claims of Supplier and Supplier's creditors. Supplier hereby releases any interest it may have or claim to have in such Altec Tooling and Offsite Tooling. Supplier agrees that Altec shall have the right to enter into Supplier's and sub-suppliers' facilities and immediately take possession of Tooling at any time.

(b) **Storage and Replacement.** Supplier shall store Altec Tooling and shall cause all sub-suppliers to store all Offsite Tooling in a safe manner to prevent damage, misplacement, loss, or theft. In the event of damage, misplacement, loss, or theft, Supplier agrees (i) to pay for or replace the Tooling at its own expense and (ii) that neither Altec nor Altec's insurance carriers are responsible or liable for the cost of replacement. All replacement Tooling must be approved by Altec.

(c) **Identification.** Supplier shall take consistent and reasonable measures to label and cause all sub-suppliers to label all Tooling conspicuously indicating Altec's ownership. Supplier shall maintain and keep up to date an ongoing inventory list of all of Altec's Tooling in Supplier's or its sub-suppliers' possession or under its or their control. Supplier shall provide a copy of the same to Altec on request.

(d) **Exclusive Use; Disposal.** Supplier agrees that it will not use Altec Tooling or allow its sub-suppliers to use Offsite Tooling for any purpose other than to produce parts for Altec. Supplier shall notify Altec in writing to request permission to dispose of or scrap any Tooling owned by Altec, and Supplier will not, and will not allow its sub-suppliers to, dispose of or scrap any Tooling until authorized to do so in writing by Altec.



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10. **REVOCATION:** Notwithstanding any other provision in this Agreement, an Order is not a firm offer, and Altec reserves the right to revoke it at any time prior to acceptance by Supplier.

11. **CANCELLATION:** Altec reserves the right to cancel all or any part of an Order and to purchase elsewhere, (a) holding Supplier accountable therefor for delays in shipment or performance that are not approved in writing by Altec, time being of the essence of this Agreement, (b) if Supplier breaches any provision hereof, or (c) for Altec's convenience. Altec may terminate an Order pursuant to subsections (a) and (b) of this Section by written notice delivered by any means, at any time and without cost or expense to Altec. Notwithstanding the foregoing, Altec may not terminate an Order for custom Goods that Supplier cannot readily resell to another customer for convenience without Supplier's prior written consent. If Altec terminates an Order for convenience pursuant to subsection (c) for Goods that Supplier can readily resell to another customer, Altec shall reimburse Supplier for all costs of packaging, shipping, insuring and restocking such Goods and such other out of pocket costs that Supplier incurs due to such termination for convenience within ten (10) days after receipt of an invoice for such costs.

12. **WARRANTY:** Supplier expressly warrants that all Goods and/or Services furnished hereunder will conform to the specifications, drawings, samples, or other descriptions furnished to or adopted by Altec and will be new (unless expressly set forth to the contrary by Altec in the Order), of good material and workmanship and free from defects in design, materials and workmanship. If Goods are commercially available, (i.e., not manufactured to Altec's specifications) or if the Goods are Shop Equipment, Supplier further warrants that they will be merchantable and fit and sufficient for the purpose intended. Supplier warrants that all Goods furnished hereunder are free and clear of all liens and encumbrances, and that the Supplier has marketable title to such Goods. All Services provided by Supplier will be performed by qualified and competent personnel in a professional manner using the highest standards of quality and workmanship. In the event that Supplier encounters unknown or latent conditions which could impair the performance or quality of Services, Supplier will give immediate notice of the nature of such condition to Altec. Supplier warrants the workmanship of any paint Services rendered hereunder for one year after the date of delivery to Altec. Supplier will obtain from subcontractors and vendors all available warranties and guarantees with respect to design, materials, workmanship, equipment and supplies furnished for the benefit of Altec. Should a subcontractor or vendor seek to defend on grounds that Supplier committed error, Altec may enforce this warranty against Supplier, and Supplier will resolve all such issues with the subcontractor/vendor. These warranties shall survive delivery of the Goods and/or performance of the Services hereunder and inspection, acceptance and payment therefor.

13. **COMPLIANCE WITH APPLICABLE LAWS:** Supplier warrants that all Goods and/or Services furnished hereunder were produced or performed in compliance with all applicable international, federal, state, local and other laws, rules, regulations, and ordinances, including, without limitation, (a) the Fair Labor Standards Act; (b) Equal Employment Opportunity Acts, including without limitation, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 and their implementing regulations; (c) OSHA and all standards, rules regulations, and orders issued pursuant thereto; and (d) all other federal and state occupational safety and health statutes, the provisions of which are substantially the same as those found in the OSHA or administered by any state pursuant to OSHA. Supplier shall not discriminate against any person because of race, creed, color, national origin, religion, age or sex in any term or condition of employment in violation of any state of federal laws. Supplier will give all notices required by law bearing on the performance of Services or Supplier's employment practices. Supplier shall secure all necessary governmental authorizations, licenses, and permits applicable to the Goods to be supplied and/or the Services to be performed hereunder and shall, upon request, furnish Altec with copies thereof and with satisfactory proof of compliance with any designated law, rule or regulation. If Services involve or require Supplier to transport or dispose of any material or waste, prior to beginning Services, Supplier will furnish Altec with copies of all applicable or required permits and licenses and notify Altec in writing of the final and any interim destination of the material or waste, including in such notice verification that the place of disposal is validly authorized and permitted to accept the material or waste. In connection with this Agreement, the parties shall comply with all applicable international trade laws, including but not limited to laws and regulations regarding export controls, economic sanctions, trade embargoes and anti-boycott restrictions, and all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery laws. Supplier further understands, acknowledges and certifies that all Goods and/or Services furnished hereunder may be sold to the United States Government or a State or local government entity (all hereinafter designated "*Government*"), either "as-is" or after incorporation into an Altec product; and that contractors, subcontractors, vendors and suppliers of Government (i) are subject to a variety of Government contract-specific laws and regulations, including but not limited to the Federal Acquisition Regulation and the General Services Acquisition Regulation (collectively "*Government Contracting Laws*") and (ii) may be awarded a contract based, at least in part, on qualifying as a small and/or disadvantaged business with a particular Government ("*Qualifying SDB*"). Supplier certifies that it is in compliance with all applicable Government Contracting Laws regardless of whether such Government Contracting Laws are incorporated or otherwise specifically referenced in any Order or other form of correspondence and any representation as a Qualifying SDB is accurate; and that such certifications and representations are ongoing, and Supplier is required to notify Altec immediately if any such certifications or representations are no longer accurate.

14. **ASSIGNMENT:** Supplier will not assign all or any portion of any Agreement for the provision of Goods and/or Services without the prior written consent of Altec. In no case shall assignment or subcontracting relieve Supplier from liability to Altec under an Agreement, and Supplier will remain primarily liable to Altec for the acts and omissions of its permitted assigns and subcontractors.



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15. **NO WAIVER; REMEDIES CUMULATIVE:** No waiver of any provision, right or remedy contained in this Agreement, including the terms of this paragraph, is binding on or effective against Altec unless expressly set forth in a writing signed by Altec's authorized representative. Supplier expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage. Supplier expressly agrees and acknowledges that reliance on any waiver without the written consent of Altec is unreasonable. Waiver by Altec of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. Altec's approval or consent to any action proposed by Supplier will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect Supplier's obligation to strictly comply with this Agreement. Altec's acceptance of Goods and/or Services, payment for Goods and/or Services, failure to enforce any provision of the Agreement, or failure to exercise any right or remedy shall not constitute a waiver of any provision of the Agreement, of any right or remedy, or prevent Altec from enforcing any and all provisions of the Agreement and exercising any and all rights and remedies. The exercise of any right or remedy shall not be construed as an election or prevent the exercise of any and all rights and remedies, and the parties agree that Altec's remedies under this Agreement are cumulative and in addition to all rights and remedies available to Altec whether at law, in equity or otherwise.

16. **PRIVACY AND SECURITY:** If Altec provides Supplier access to any Altec server, network, data, information, information technology, infrastructure, computers, software, databases, electronic systems or other facilities (all hereinafter designated "*Data Resources*"), Supplier will not access the Data Resources for any purpose other than to complete the Order. Supplier will: (a) ensure that only such employees, agents or subcontractors (collectively, "*Representatives*") who are required to access the Data Resources in connection with providing the Goods or Services are able to do so, and that all such Representatives have been informed of the confidentiality and data privacy and security provisions of this Agreement; (b) maintain physical, technical, and administrative safeguards, and a written information security program, designed to protect Data Resources from unauthorized access, acquisition, disclosure or use; (c) not copy, download or remove any Data Resources from Altec's premises or systems without Altec's prior written consent; (d) use strong, industry-standard encryption of Data Resources both in transit and at rest and use multi-factor authentication for all remote access to Data Resources; (e) physically or logically segregate all of Altec's Data Resources from the confidential information or materials of third parties; (f) make available to Altec a copy of its and/or its data center's most recent SOC-2 Type II report; and (g) comply with all applicable laws and regulations relating to data security and privacy of Data Resources, including, without limitation, state laws regarding data security, data breach notification, and privacy.

17. **NOTICE OF DATA BREACH; RIGHTS AND REMEDIES:** Supplier shall notify Altec within twenty-four (24) hours of discovery of any suspected or confirmed unauthorized access to, and/or acquisition, disclosure, and/or use of the credentials used by Supplier to access Altec's systems, or any personal information, proprietary information, or any other non-public, confidential or proprietary information of Altec or its Affiliates, in whatever form or media, in Supplier's or its Representatives' possession, custody, or control, any breach of security that is reasonably likely to result in any of the foregoing, or any other breach of the confidentiality or security terms of this Agreement ("*Data Breach*"). Supplier must cooperate with Altec to prevent further unauthorized access and regain possession of the credentials or information. Supplier shall promptly, but in no event later than three (3) days after discovery, submit to Altec in writing must a report detailing the nature and scope of the Data Breach (identifying the systems, the individuals impacted, the types of information that may be affected, and the likelihood that information has been or will be misused), and the steps taken to protect such information and to prevent future incidences. Supplier must provide Altec with all forensic evidence and analysis of the Data Breach, and any other information requested by Altec. Supplier must cooperate with Altec in notifying authorities and impacted individuals of the Data Breach, or, at Altec's election and Supplier's sole expense, provide such notice to regulatory authorities or impacted individuals. Any communication from Supplier to authorities or individuals must be approved in writing by Altec. At Altec's direction and Supplier's expense, Supplier will provide one year of free credit monitoring and identity theft protection to impacted individuals.

18. **INDEMNIFICATION:** Supplier will, to the fullest extent permitted by applicable law, indemnify, defend and hold Altec, its affiliates, and their respective employees, officers, agents and representatives harmless from and against any and all claims, losses, suits, damages, liabilities, settlements, expenses and costs (including without limitation attorneys' fees and other costs of litigation) (collectively, "*Claims*") that, directly or indirectly, arise from or relate to (a) allegations that Supplier's performance of Services was deficient or defective; (b) allegations that the Goods provided by Supplier were in any way deficient or defective, including, without limitation, that such Goods (i) were not merchantable or fit for the particular purpose for which the Goods were used; (ii) failed to meet any industry standards or guidelines; (iii) failed to meet any specifications; (iv) were defective in their design, manufacture, or material; (v) breached any warranty; or (vi) failed to comply with any applicable law or regulation; (c) any breach or violation of any of the terms of this Agreement, including any warranty or guarantee, by Supplier; (d) sickness, disease, death or injury to any person or persons, or injury to property (including loss of use thereof) of Altec or others, including without limitation, the employees, subcontractors or other personnel of Supplier, arising out of or in any way connected with the Goods and/or Services, Supplier's negligent acts or omissions in connection with provision of the Goods and/or Services, or Supplier's failure to comply with this Agreement; (e) allegations that Supplier or Altec is strictly liable due to a defect in Supplier's Goods and/or Services; (f) any recall of Supplier's Goods (whether individually or as incorporated by Altec into an Altec product), whether determined necessary by Altec, Supplier, or any other entity or regulatory authority; (g) any field campaign to repair or replace any Goods (whether individually or as incorporated by Altec into an Altec product), whether determined necessary by Altec, Supplier, or any other entity or regulatory authority; (h) allegations that Supplier or its Goods and/or Services infringe any patent, trademark, copyright, trade secret or any other intellectual property rights of a third party; (i) allegations that Supplier failed to perform under any contract, expressed or implied, with its subcontractors, suppliers, or employees in connection with the provision of Goods and/or Services under this



GENERAL TERMS AND CONDITIONS OF PURCHASE

Agreement; (j) any employment matters or issues (including, without limitation, compliance with laws and/or regulations respecting employment) brought by or in any way involving or affecting Supplier's employees, subcontractors or other personnel; (k) any Data Breach impacting Altec's Data Resources; and (l) enforcement of this Agreement; provided, however, that Supplier will have no obligation to indemnify Altec for claims or losses that arise solely from the intentional misconduct of Altec. Any money otherwise due to Supplier hereunder may be retained by Altec until all such Claims shall have been settled and evidence to that effect is furnished to Altec's satisfaction. This indemnity shall survive delivery of the Goods and/or performance of the Services hereunder and inspection, acceptance and payment therefor. Altec may be represented by and actively participate through its own counsel in any such Claim, if it so desires, at its own cost. Supplier shall be responsible for payment or performance of any settlement of any suit or proceeding relating to any Claims.

19. **INSURANCE:** (a) Unless expressly agreed to the contrary in writing by Altec, Supplier, at its sole cost and expense, shall obtain and maintain the insurance coverages as set forth in the form Certificate of Insurance designated by Altec throughout the term of this Agreement and attached hereto as Exhibit A, and, if requested by Altec, an affidavit showing compliance with the unemployment compensation act of the state or states having jurisdiction of the Services to be performed hereunder. Supplier shall cause Altec to be listed by policy endorsement as an additional insured on a primary/non-contributory basis on its Commercial General Liability and Automobile Liability insurance policies. The limits of required insurance may be provided with a combination of primary and umbrella policies. Waiver of subrogation in favor of Altec shall be provided under Workers' Compensation, Commercial General Liability and Automobile Liability policies. Maintenance by Supplier of the insurance required hereunder is an integral part of this Agreement and failure to do so is a material default of this Agreement.

(b) Certificates from insurance carriers acceptable to Altec evidencing the required insurance coverages shall be provided by Supplier. Such certificates shall require written notice to Altec at least thirty (30) days prior to policy termination. Supplier shall not begin any Services hereunder until such certificates have been furnished to Altec. Altec shall not be liable for delays occasioned on account of or in connection with the furnishing of such certificates. Failure of Altec to demand such certificates of insurance or other evidence of full compliance with the insurance requirements of this Agreement or failure of Altec to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Supplier's obligation to maintain such insurance.

20. **CONFIDENTIALITY:** All of Altec's specifications, drawings, sketches, schematics, models, samples, tools, computer or other apparatus, programs, technical or business information or data, customer lists, pricing information, and all other confidential or proprietary information of Altec, whether written, oral or otherwise (all hereinafter designated "*Altec's Information*") obtained by Supplier hereunder or in contemplation hereof shall remain Altec's sole property. All copies of Altec's Information in written, graphic, or other tangible form shall be returned to Altec upon request. Unless Altec's Information was previously known to Supplier free of any obligation to keep it confidential or has been or is subsequently made public by Altec or, lawfully by a third party under no confidentiality obligations to Altec, it shall be kept confidential by Supplier, shall be used only in performing under this Agreement for the benefit of Altec, and may not be used for other purposes except upon such terms as may be agreed upon between Altec and Supplier in writing. No licenses under any patents, copyrights, trademarks, trade secrets or any other intellectual property, expressed or implied, are granted by Altec to Supplier hereunder.

21. **INTERPRETATION AND EFFECT; CONTROLLING LAW; CONSENT TO VENUE:** This Agreement and all rights and obligations hereunder will be governed by, and construed in accordance with, the laws of the State of Alabama, U.S.A., without regard to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any disputes arising out of this Agreement or the provision of Goods and/or Services shall be brought in a court of competent jurisdiction in the state or federal courts of Alabama, and the parties irrevocably agree that the exclusive venue for all such disputes will be the state and federal courts of Alabama, U.S.A., to which jurisdiction Supplier hereby irrevocably submits. Supplier waives any objection or defense that it is not personally subject to jurisdiction of the state and federal courts of Alabama, U.S.A.; that venue of the action is improper; and that the action, suit or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, the parties consent to service of process by registered or certified mail. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. A party's rights and remedies hereunder are in addition to all rights and allowed by law, in equity, or by statute.

22. **ENTIRE AGREEMENT:** The Order, these Terms and Conditions, and any applicable specifications from Altec constitute the entire Agreement of the parties for the Goods and/or Services. Neither this Agreement, nor any modification, amendment or waiver to it, nor any cancellation, change or return of any Order, will be binding on Altec until agreed in writing by Altec's authorized representative. No representation, promise or term not set forth herein has been or may be relied on by Supplier, and any terms not contained in this Agreement are expressly objected to and rejected. Altec's Order must be accepted in writing by Supplier. If for any reason Supplier should fail to accept an Order in writing, Supplier's acknowledgment of this Agreement, the delivery of Goods and/or performance of Services referenced herein, or the presentation of an invoice by Supplier constitutes Supplier's acceptance of Altec's offer in the Order and an Agreement for the Goods and/or Services that incorporates and is subject to these Terms and Conditions. Altec's acceptance of any Order, whether oral or written, is based on the express condition that Supplier agrees to all of the Terms and Conditions of this Agreement. These Terms and Conditions supersede any additional, other or inconsistent terms of Supplier in any offer or acceptance which add to, vary from, or conflict with the terms herein, and Altec hereby objects to and rejects any such additional or inconsistent terms. Such additional or inconsistent terms



PROCEDURE NUMBER: MCP-5014-C
ORIGIN DATE: 17-APR-2018
REVISION DATE: 27-NOV-2023

GENERAL TERMS AND CONDITIONS OF PURCHASE

will be void and the terms herein shall constitute the complete and exclusive statement of the Terms and Conditions of the Agreement between the parties.

23. MISCELLANEOUS: If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect. The English language version of this Agreement shall govern. No provision of this Agreement may be construed against Altec as the drafting party.

ACKNOWLEDGED AND ACCEPTED BY SUPPLIER:

Supplier: _____

Signature: _____

Title: _____

Date: _____

ACKNOWLEDGED AND ACCEPTED BY ALTEC:

Altec: _____
[Altec Industries, Inc./Other Altec Entity]

Signature: _____

Title: _____

Date: _____

DOCUMENT REVISIONS

Revision Date: (17-APR-2018) – Revision Level: A

Authorized By: Lauren Matter

Revision Date: (27-JAN-2020) – Revision Level: B

Authorized By: Lauren Matter

Revision Date: (27-NOV-2023) – Revision Level: C

Authorized By: Daniel Deloach



PROCEDURE NUMBER: MCP-5014-C

ORIGIN DATE: 17-APR-2018

REVISION DATE: 27-NOV-2023

GENERAL TERMS AND CONDITIONS OF PURCHASE

EXHIBIT A

INSURANCE REQUIREMENTS

(Attached hereto)

Notwithstanding anything to the contrary in the General Terms and Conditions of Purchase to which this Exhibit A is attached, the provisions of Section 17, Insurance, are not applicable for chassis Suppliers.

Altec, Inc. Sample COI



Insurance Company
Writing Policy

Contractor / Vendor Name
Needs to Agree with Contract

Date Issued
DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL** Insured, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER Your Insurance Agent 123 Main Street Any Town, ST 12345	Insurance Agent / Broker Providing Certificate	CONTACT NAME: PHONE (A / C. NO EXT): FAX (A / C. NO): EMAIL ADDRESS:														
INSURED ABC Contractor Services 100 Where Street Suite 11 Other City ST 54789		<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Company A</td><td>99999</td></tr><tr><td>INSURER A: Company B</td><td></td></tr><tr><td>INSURER A: Company C</td><td></td></tr><tr><td>INSURER A:</td><td></td></tr><tr><td>INSURER A:</td><td></td></tr><tr><td>INSURER A:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Company A	99999	INSURER A: Company B		INSURER A: Company C		INSURER A:		INSURER A:		INSURER A:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Company A	99999															
INSURER A: Company B																
INSURER A: Company C																
INSURER A:																
INSURER A:																
INSURER A:																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	INSR LTR	TYPE OF INSURANCE	ADDL INS	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
General Liability	A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GENERAL AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOCATION	X	X	XYZ2243433334	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (Ea Occ) \$ 100,000 MED EXP (Any One Person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP / OP AGG \$ 2,000,000
Auto Liability	B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ SCHEDULED AUTO ☒ HIRED AUTOS ☐ ALL OWNED AUTO ☐ NON-OWNED AUTOS	X	X	ABCE897658	MM/DD/YYYY	MM/DD/YYYY	COMBINED SINGLE LIMIT (Each Accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$
Umbrella / Excess Liability (Limits can be combined with AL, GL and/or EL to meet requirement)	D	☒ UMBRELLA LIABILITY ☒ EXCESS LIABILITY ☐ DED ☐ RETENTION \$	X	X	8783009889	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
Workers' Compensation	C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (MANDATORY IN NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		X	8783008749	MM/DD/YYYY	MM/DD/YYYY	☒ W / C STATUTORY LIMITS E.L. Each Accident \$ 500,000 E.L. Disease - Each Employee \$ 500,000 E.L. Disease - Policy Limit \$ 500,000
General Liability should include ongoing and completed operations								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Altec, Inc. and its Affiliates and Subsidiaries are additional insured under general liability, automobile liability and umbrella liability on a primary and non-contributory basis as required by written contract. A Waiver of Subrogation applies in favor of Altec, Inc. and its Affiliates and Subsidiaries under general liability, automobile liability, umbrella liability and worker's compensation as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) have been endorsed to provide 30 days notice of cancellation (except for non-payment) to the certificate holder shown below.

Cancellation Clause

CERTIFICATE HOLDER

CANCELLATION

Altec, Inc. and its Affiliates and Subsidiaries
210 Inverness Center Drive
Birmingham, AL 35242

Location Name & Mailing
Address: This Is Where Notice
of Cancellation Will be Mailed.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Agent / Broker Signature Required



PROCEDURE NUMBER: MCP-5015-B

ORIGIN DATE: 16-APR-2023

REVISION DATE: 07-AUG-2023

Revision History

REVISION LEVEL – A

REVISION AUTHOR –

AUTHORIZED BY – JOHN FEHR

REVISION DATE – 16-APR-2018

DESCRIPTION OF CHANGE – Initial release.

REVISION LEVEL – B

REVISION AUTHOR – JAKE HEDDINGER

AUTHORIZED BY – KINSEY HAENNI

REVISION DATE – 07-AUG-2023

DESCRIPTION OF CHANGE – Document re-affirmed.



Supplier Self Certification and Contact Form

Company Name:			
d/b/a:			
Company Physical Location Address(street):		Company Mailing Address (street):	
City:		City:	
County:		County:	
State:	Zip Code:	State:	Zip Code:
D-U-N-S Number:		NAICS Number(s):	
Federal Employer Identification Number (FEIN):			
Company Contact:		Phone Number:	
Company Contact Email:			
Please check one: ☐ Small Business (as Defined by the SBA) ☐ Other than Small Business - This would include non-profit organization, governments, individual reimbursements, and for profit organizations which do not meet the definitions of a small business establish by the SBA.		For additional information, please go to the website below: https://www.sba.gov/	
☐ Large Business – Per FAR 19.704...that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan ...)			
Are you a new supplier? ☐ Yes ☐ No		If yes, please provide Altec contact name:	
1. Minority-Owned (If you answer "yes," please attach verification) ☐ African American ☐ Alaskan-Native American ☐ Asian Pacific American ☐ European American ☐ Hispanic ☐ Other _____		☐ Yes ☐ No	Certification Expiration Date:
2. Women-Owned (As Defined by the SBA)		☐ Yes ☐ No	Certification Expiration Date:
3. Veteran-Owned Small Business (As Defined by the SBA)		☐ Yes ☐ No	Certification Expiration Date:
4. Service-Disabled Veteran-Owned Small Business (If you answer "yes," please attach verification)		☐ Yes ☐ No	Certification Expiration Date:
5. Small Disadvantaged Business (If you answer "yes," please attach verification)		☐ Yes ☐ No	Certification Expiration Date:
6. Is your Business Located in a HubZone (If you answer "yes," please attach verification)		☐ Yes ☐ No	Certification Expiration Date:
7. Is your Company currently listed in the CCR database? (For additional information, please go to the website below) https://uscontractorregistration.com/		☐ Yes ☐ No	Certification Expiration Date:
<i>Under 15 U.S.C. 645(D), Any Person Who Misrepresents Its Size Status Shall (1) Be Punished By A Fine, Imprisonment, Or Both; (2) Be Subject To Administrative Remedies; And (3) Be Ineligible For Participation In Programs Conducted Under The Authority Of The Small Business Act.</i>			
Signature		Title	
Date of Completion			

Ownership

If changes are required, work with the groups listed below to update.

Owner

Corporate Procurement

Approval Authority

Corporate Procurement

Revisions

Revision Date: (11-DEC-2017) -- Revision Level: **B**

Authorized By: Loni Wood

Change Summary: Fixed typo.

Revision Date: (28-MAR-2018) -- Revision Level: **C**

Authorized By: Loni Wood

Change Summary: changed Taxpayer Identification Number (TIN) to Federal Employer Identification Number (FEIN)

Revision Date: (18-JUL-2023) -- Revision Level: **D**

Authorized By: Jake Hedding

Change Summary: Reaffirmed.



PROCEDURE NUMBER: MCP-5012-D

ORIGIN DATE: 31-JAN-2018

REVISION DATE: 26-SEP-2019

Accounts Payable Supplier Information

Please attach a copy of your company's signed W-9 for Taxpayer Identification Number Certification, Pursuant to IRS Code IRD 6041. Altec is required to have this form on file prior to issuing any checks for payment of services/goods rendered. In addition to completing this, please complete our ACH Enrollment form if you are interested in receiving payment electronically.

Payment Information

Company Name (as shown on your invoice):		
Mailing Address:		
City:	State:	Zip:
Remittance Address:		
City:	State:	Zip:
Remittance Email Address:		
Telephone Number:	Fax Number:	
DUNS#		
Payment Terms:		
Payment Terms Authorized By:		
Printed Name	Signature	

Contact Information

Contact Name:
Title:
Email Address:
Telephone Number:

Please email completed form to: APSupplierCommunications@altec.com

S CORP 2012 IRS REQUIRES THAT TAX EXEMPTION DOCUMENTATION BE PROVIDED IF APPLICABLE. ATTACH FOR OUR FILES.

Revisions

Revision Date: (31-JAN-2018) -- Revision Level: **A**

Authorized By: Loni Wood

Revision Date: (07-MAY-2018) – Revision Level: **B**

Authorized By: Loni Wood

Change Summary: Added signature line. Removed Ownership, Owner, and Approval Authority

Revision Date: (10-MAY-2018) – Revision Level: **C**

Authorized by: Loni Wood

Change Summary: formatting change

Revision Date: (26-SEP-2019) – Revision Level: **D**

Authorized by: Nicole Glidewell

Change Summary: corrected email address

Non-Unit Service Provider Safety & Health Agreement

1. **COMPLIANCE WITH APPLICABLE LAWS:** Non-Unit Service Provider warrants that all Services furnished hereunder were performed in compliance with all applicable international, federal, state, local and other laws, rules, regulations, and ordinances, including, without limitation, (a) the Fair Labor Standards Act; (b) Equal Employment Opportunity Acts, including without limitation, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 and their implementing regulations; (c) OSHA and all standards, rules regulations, and orders issued pursuant thereto; and (d) all other federal and state occupational safety and health statutes, the provisions of which are substantially the same as those found in the OSHA or administered by any state pursuant to OSHA. Supplier shall not discriminate against any person because of race, creed, color, national origin, religion, age or sex in any term or condition of employment in violation of any state or federal laws. Non-Unit Service Provider will give all notices required by law bearing on the performance of Services or Non-Unit Service Provider's employment practices. Non-Unit Service Provider shall secure all necessary governmental authorizations, licenses, and permits applicable to the Goods to be supplied and/or the Services to be performed hereunder and shall, upon request, furnish Altec with copies thereof and with satisfactory proof of compliance with any designated law, rule or regulation. If Services involve or require Non-Unit Service Provider to transport or dispose of any material or waste, prior to beginning Services, Non-Unit Service Provider will furnish Altec with copies of all applicable or required permits and licenses and notify Altec in writing of the final and any interim destination of the material or waste, including in such notice verification that the place of disposal is validly authorized and permitted to accept the material or waste. In connection with this Agreement, the parties shall comply with all applicable international trade laws, including but not limited to laws and regulations regarding export controls, economic sanctions, trade embargoes and anti-boycott restrictions, and all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery laws.

2. **INDEMNIFICATION:** Non-Unit Service Provider will, to the fullest extent permitted by applicable law, indemnify, defend and hold Altec, its affiliates, and their respective employees, officers, agents and representatives harmless from and against any and all claims, losses, suits, damages, liabilities, settlements, expenses and costs (including without limitation attorneys' fees and other costs of litigation) (collectively, "Claims") that, directly or indirectly, arise from or relate to (a) allegations that Non-Unit Service Provider's performance of Services was deficient or defective; (b) allegations that the Goods provided by Non-Unit Service Provider were in any way deficient or defective, including, without limitation, that such Goods (i) were not merchantable or fit for the particular purpose for which the Goods were used; (ii) failed to meet any industry standards or guidelines; (iii) failed to meet any specifications; (iv) were defective in their design, manufacture, or material; (v) breached any warranty; or (vi) failed to comply with any applicable law or regulation; (c) any breach or violation of any of the terms of this Agreement, including any warranty or guarantee, by Non-Unit Service Provider; (d) sickness, disease, death or injury to any person or persons, or injury to property (including loss of use thereof) of Altec or others, including without limitation, the employees, subcontractors or other personnel of Non-Unit Service Provider, arising out of or in any way connected with the Goods and/or Services, Non-Unit Service Provider negligent acts or omissions in connection with provision of the Goods and/or Services, or Non-Unit Service Provider's failure to comply with this Agreement; (e) allegations that Non-Unit Service Provider or Altec is strictly liable due to a defect in Non-Unit Service Provider's Goods and/or Services; (f) any recall of Non-Unit Service Provider's Goods (whether individually or as incorporated by Altec into an Altec product), whether determined necessary by Altec, Non-Unit Service Provider, or any other entity or regulatory authority; (g) any field campaign to repair or replace any Goods (whether individually or as incorporated by Altec into an Altec product), whether determined necessary by Altec, Non-Unit Service Provider, or any other entity or regulatory authority; (h) allegations that Non-Unit Service Provider or its Goods and/or Services infringe any patent, trademark, copyright, trade secret or any other intellectual property rights of a third party; (i) allegations that Supplier failed to perform under any contract, expressed or implied, with its subcontractors, Non-Unit Service Provider, or employees in connection with the provision of Goods and/or Services under this Agreement; (j) any employment matters or issues (including, without limitation, compliance with laws and/or regulations respecting employment) brought by or in any way involving or affecting Non-Unit Service Provider's employees, subcontractors or other personnel; and (i) enforcement of this Agreement; provided, however, that Non-Unit Service Provider will have no obligation to indemnify Altec for claims or losses that arise solely from the intentional misconduct of Altec. Any money otherwise due to Non-Unit Service Provider hereunder may be retained by Altec until all such Claims shall have been settled and evidence to that effect is furnished to Altec's satisfaction. This indemnity shall survive delivery of the Goods and/or performance of the Services hereunder and inspection, acceptance and payment therefor. Altec may be represented by and actively participate through its own counsel in any such Claim, if it so desires, at its own cost. Non-Unit Service Provider shall be responsible for payment or performance of any settlement of any suit or proceeding relating to any Claims.

3. **INSURANCE:** (a) Unless expressly agreed to the contrary in writing by Altec, Non-Unit Service Provider, at its sole cost and expense, shall obtain and maintain the insurance coverages as set forth in the form Certificate of Insurance designated by Altec throughout the term of this Agreement and attached hereto as Exhibit A, and, if requested by Altec, an affidavit showing compliance with the unemployment compensation act of the state or states having jurisdiction of the Services to be performed hereunder. Non-Unit Service Provider shall cause Altec to be listed by policy endorsement as an additional insured on a primary/non-contributory basis on its Commercial General Liability and Automobile Liability insurance policies. The limits of required insurance may be provided with a combination of primary and umbrella policies. Waiver of subrogation in favor of Altec shall be provided under Workers' Compensation, Commercial General Liability and Automobile Liability policies. Maintenance by Supplier of the insurance required hereunder is an integral part of this Agreement and failure to do so is a material default of this Agreement.

(b) Certificates from insurance carriers acceptable to Altec evidencing the required insurance coverages shall be provided by Non-Unit Service Provider. Such certificates shall require written notice to Altec at least thirty (30) days prior to policy termination. Non-Unit Service Provider shall not begin any Services hereunder until such certificates have been furnished to Altec. Altec shall not be liable for delays occasioned on account of or in connection with the furnishing of such certificates. Failure of Altec to demand such certificates of insurance or other evidence of full compliance with the insurance requirements of this Agreement or failure of Altec to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Non-Unit Service Provider's obligation to maintain such insurance.



(c) Non-Unit Service Provider shall require any sub-contractor(s) used by the Non-Unit Service Provider to follow the same acceptable insurance requirements mentioned above 3.B of this agreement.

4. CONFIDENTIALITY: All of Altec's specifications, drawings, sketches, schematics, models, samples, tools, computer or other apparatus, programs, technical or business information or data, customer lists, pricing information, and all other confidential or proprietary information of Altec, whether written, oral or otherwise (all hereinafter designated "*Altec's Information*") obtained by Non-Unit Service Provider hereunder or in contemplation hereof shall remain Altec's sole property. All copies of Altec's Information in written, graphic, or other tangible form shall be returned to Altec upon request. Unless Altec's Information was previously known to Non-Unit Service Provider free of any obligation to keep it confidential or has been or is subsequently made public by Altec or, lawfully by a third party under no confidentiality obligations to Altec, it shall be kept confidential by Non-Unit Service Provider, shall be used only in performing under this Agreement for the benefit of Altec, and may not be used for other purposes except upon such terms as may be agreed upon between Altec and Non-Unit Service Provider in writing. No licenses under any patents, copyrights, trademarks, trade secrets or any other intellectual property, expressed or implied, are granted by Altec to Non-Unit Service Provider hereunder.

**ACKNOWLEDGED AND ACCEPTED BY NON-UNIT
SERVICE PROVIDER:**

Non-Unit Service Provider: _____

Signature: _____

Title: _____

Date: _____

ACKNOWLEDGED AND ACCEPTED BY ALTEC:

Altec: _____
[Altec Industries, Inc./Other Altec Entity]

Signature: _____

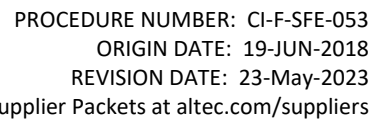
Title: _____

Date: _____

Revisions

Revision Date: (23-May-2023) -- Revision Level: D

Authorized By: Rachael Snyder



INSURANCE REQUIREMENTS

Notwithstanding anything to the contrary in the General Terms and Conditions of Purchase to which this Exhibit A is attached, the provisions of Section 17, Insurance, are not applicable for chassis Suppliers.

ACORD 25 (2010/09)

ACTIO: SAMP-CORT-IT-1-CORROB-THETIC-SAMP-CORT-IT-1



The Altec, Inc. Supplier Code of Conduct

1. SCOPE

1.1. The Altec, Inc. Supplier Code of Conduct (the “Code”) contains principles to promote ethical conduct in the workplace, safe working conditions, protection of confidential and proprietary information, treatment of workers with respect and dignity and responsible business practices. As used in this Code, “Supplier” refers to any entity providing products, people, or services to Altec, including its subcontractors.

1.2. Altec expects Suppliers to fully comply with all applicable laws and regulations. Where this Code sets higher standards than what the law provides, Altec expects its Suppliers to adhere to the higher standards. This Code supplements, but does not supersede, the contracts between Altec and the Supplier.

2. CONTENT

2.1. Anti-Bribery/Anti-Corruption: Suppliers will not engage in corruption or commercial bribery, extortion, embezzlement, fraud, deception, collusion, cartels, abuse of power, money laundering, or similar misconduct in any form. Suppliers shall not offer, authorize or receive bribes, kickbacks or any other improper payment (e.g. facilitation payment) for the purposes of obtaining or retaining business with Altec or for any other reason relating to Altec business.

2.2. Fair Business Practices: Suppliers must operate with integrity in the marketplace and compete based on the merits of the products or services they provide. Suppliers will be committed to competing with honesty, fairness and in compliance with all antitrust and fair competition laws in all countries where they conduct business.

2.3. Advertising, Sales, and Marketing: Altec expects Suppliers to uphold fair business standards in advertising, sales and marketing. A Supplier may reference Altec, its name, logo, or services in advertising, marketing, or promotional activities only with prior written approval from the General Counsel, Altec, Inc.

2.4. Gifts and Entertainment: Suppliers are expected to compete based on the merit of their products and services, not through gifts, entertainment, or other business courtesies. Suppliers must never place themselves or Altec under obligation at any time by accepting or offering gifts and gratuities of value. Before giving a gift to any Altec team member, please check with the team member to confirm that the Altec rules permit accepting the gift offered.

2.5. Conflicts of Interest: Altec team members may not have a direct or indirect personal or financial interest in a Supplier. Actual or potential conflicts of interest must be disclosed by the Supplier and the Altec team member to the Altec Chief Ethics & Compliance Officer.

2.6. Fraud: Suppliers must never knowingly seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allowing anyone else



The Altec, Inc. Supplier Code of Conduct

to do so. This includes defrauding or stealing from Altec, a customer or any third party, and any other form of misappropriation of property.

2.7. Sub-Contractors: Supplier must maintain adequate controls over their subcontractors to ensure the integrity of the overall product or service supplied. It is expected that Suppliers will deploy expectations and controls to their supply chain that is similar in rigor to this Code.

2.8. Trade Compliance: Supplier will comply with all applicable import, export and other trade laws and restrictions.

2.9. Information Disclosure: Suppliers must accurately record and disclose information regarding their business activities, financial situation, and performance in accordance with applicable laws and regulations.

2.10. Confidentiality: Suppliers must respect intellectual property rights and safeguard all confidential and proprietary information belonging to Altec.

2.11. Data Protection: Suppliers must comply with all applicable data protection laws, regulations, and directives.

2.12. Environmental Permits and Reporting: Altec expects Suppliers to demonstrate a commitment to responsible environmental stewardship. Suppliers must obtain, maintain, and keep current all required environmental permits, licenses, and registrations and follow all required reporting and operational requirements of such permits.

2.13. Product Quality and Safety: Supplier will deliver all products and services meeting the safety and quality standards required by Altec and applicable law.

2.14. Labor Standards: Supplier will ensure that its employees work in compliance with all applicable wage and hour laws and industry standards. Supplier must not use or in any other way benefit from forced labor. Supplier will not use child labor, any form of slave, forced or compulsory labor, including involuntary prison labor. Supplier will comply with all applicable anti-discrimination, anti-harassment and all other employment laws.

2.15. Health and Safety: Suppliers must be committed to the safety and health of their employees and conform to all applicable health and safety laws and regulations, as well as applicable industry codes. Suppliers should have a program or mechanism(s) to enforce and monitor compliance with health and safety requirements.

2.16. Alcohol and Drugs: Suppliers must not engage in any work for or on behalf of Altec, while under the influence of alcohol or other substances that may impair the ability to work safely. In addition, suppliers may not possess illegal drugs or controlled substances while on Altec premises or while conducting business with or for Altec.

2.17. Gambling: Gambling, including games of chance, is not allowed on Altec premises.



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2.18. Raising Concerns: Altec firmly believes that its Suppliers operate with the same high ethical standards as we do. There may be isolated situations where this is not the case. Since Altec is not always in a position to know when this is or has occurred, Suppliers should report any suspected unethical behavior to the Altec General Counsel at the email address noted below.

2.19. Audits, Assessments and Corrective Action: Altec reserves the right to verify through an audit or otherwise, the Supplier's compliance with this Code. Suppliers shall conduct periodic self-evaluations to verify Supplier's compliance with applicable laws and regulations and the principles set forth in this Code. Suppliers shall have a process for timely correction of any deficiencies identified by an internal or external audits, assessments, or inspections. Altec reserves the right to terminate an agreement with any Supplier who does not comply with this Code.

3. Ownership:

3.1. Commodities

3.2. Chris Harmon, Senior Vice President and General Counsel

E-mail: Chris.Harmon@altec.com

(Signature page on following page)



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ACKNOWLEDGED AND ACCEPTED BY SUPPLIER:

ACKNOWLEDGED AND ACCEPTED BY ALTEC:

Supplier: _____

Altec Industries, Inc.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Revision History

REVISION LEVEL – A

REVISION AUTHOR –Chris Harmon

AUTHORIZED BY –Jake Hedding

REVISION DATE – 17-JUL-2024

DESCRIPTION OF CHANGE – RELEASE.
