



General Terms & Conditions of Purchase

EXTERNAL USE


Sourcing Policy
DGSS_T&C_001

	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 1 of 14

Contents

1.	INTERPRETATION AND DEFINITIONS.....	2
2.	BASIS OF PURCHASE	2
3.	SPECIFICATION	3
4.	CHANGES.....	3
5.	PRICE OF THE GOODS AND SERVICES	4
6.	TERMS OF PAYMENT	4
7.	DELIVERY	5
8.	TITLE AND RISK OF LOSS.....	6
9.	WARRANTIES AND LIABILITY	7
10.	TERMINATION AND SUSPENSION	9
11.	PATENTS AND INTELLECTUAL PROPERTY	10
12.	CONFIDENTIAL INFORMATION.....	11
13.	HEALTH AND SAFETY	11
14.	PORTALS.....	12
15.	POLICIES.....	12
16.	FORCE MAJEURE.....	12
17.	LAW AND REGULATIONS.....	12
18.	AFFIRMATIVE ACTION	13
19.	CERTIFICATES OF ORIGIN	13
20.	ISF REQUIREMENT FOR OCEAN IMPORTS INTO USA. *** FILING REQUIRED	96
	13	
21.	GENERAL	13

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	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 2 of 14

1. INTERPRETATION AND DEFINITIONS

In these Conditions:

"Purchaser " means the purchaser listed on the Order.

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions appearing on the face of the Order. The Conditions form an integral part of the Contract. These Conditions also apply on future contractual relations between the Supplier and the Purchaser. The Conditions don't apply in case the individual purchase is covered by a Global Supplier Agreement or Master Supplier Agreement concluded with the Supplier. **IN THE EVENT OF CONFLICT OR INCONSISTENCY BETWEEN THESE CONDITIONS AND THE CONTRACT BETWEEN PURCHASER AND SUPPLIER, THE TERMS OF THE CONTRACT SHALL GOVERN.**

"Contract" means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services in the form of accepted Order.

"Delivery Address" means the address stated by Purchaser on the Order.

"Goods" means the goods (including any installment of the goods or any part of them) described in the Order.

"Order" means the Purchaser's purchase order, blanket purchase agreement, blanket purchase order or other purchase agreement between Purchaser and Supplier.

"Price" means the price of the Goods and/or the charge for the Services.

"Supplier" means the person so described in the Order and is the addressee of the Order.

"Supplier Portal" means an electronic platform accessible at https://erpportal.doosan.com/OA_HTML/AppsLocalLogin.jsp

"Warranty Portal" means an electronic platform accessible at <https://warranty.doosanpassport.com/recovery/login.action>

"Services" means the services (if any) described in the Order.

"Specification" includes any artwork, plans, designs, drawings, data or other Information relating to the Goods or Services.


2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Purchaser to purchase the Goods and/or acquire the Services subject to these Conditions. Each Order placed by Purchaser and accepted by Supplier shall represent an individual and separate Contract. The Supplier is obliged to confirm or reject the Order in writing within 3 business days from its receipt. Upon the expiry of this deadline the Order shall be deemed accepted. The Order is also considered accepted by any act of the Supplier towards fulfilling the Order. Any deviations from the Order specified in the acceptance shall be deemed to be a new offer. If the Purchaser fails to send a written acceptance of any new offer to the Supplier, the Contract is not concluded.

2.2 Blanket purchase agreement or a blanket purchase order shall serve as a price agreement and a forecast. The forecast is not binding for the Purchaser, the purchase of Goods will be requested only in a form of a purchase order.

2.3 The Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Purchaser and shall prevail over any terms put forward

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	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 3 of 14

by the Supplier unless the Purchaser expressly agrees to them in writing. No conduct by the Purchaser shall be deemed to constitute acceptance of any terms put forward by the Supplier. In addition, Purchaser objects in advance to the inclusion of any additional or different terms proposed by Supplier in its acceptance or acknowledgment of this Order. The inclusion of such additional or different terms by Supplier shall be of no significance, such terms will not apply to this Order, and Purchaser's acceptance of Supplier's Goods shall not be deemed an acceptance of such terms, unless otherwise stated on the face of this Order.

2.4 Trade Compliance – neither party will import, export, re-export, transfer or use the goods or do anything in connection with the performance of its obligations under the Contract except in compliance with all applicable import, export control and sanctions laws, regulations, orders and requirements, including without limitation those of the European Union, the United States of America, the United-Kingdom, the Republic of Korea and the countries in which the parties are established or conduct business.

2.5 Save as set out below, no variation to the Order or these Conditions shall be binding unless agreed in writing between the authorized representatives of the Purchaser and the Supplier.

2.6 Supplier shall not assign or subcontract any part of the Order without the prior written approval of the Purchaser.

3. SPECIFICATION

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be specified in the Order and/or in any applicable Specification supplied by the Purchaser to the Supplier or agreed in writing by the Purchaser.

3.2 The Purchaser, or others nominated by the Purchaser, shall have the right to, inspect and test any of the Goods or Services at any time during or after delivery. The Purchaser shall be given ten business days' notice in advance of any tests required by the Order. Costs of such tests are included in the price stated. All Goods are subject to the Purchaser's inspection, testing and approval on delivery, as are all Services on completion. Goods or Services not satisfying inspection or testing in the Purchaser's opinion may, at the Purchaser's option be rejected, notwithstanding deemed acceptance at law. Inspections and tests, or waiver thereof shall not relieve the Supplier from full responsibility to supply Goods and Services conforming to the requirements of the Order, nor prejudice any claims of the Purchaser due to the supply of delayed, defective or unsatisfactory Goods or Services (including Goods altered without Purchaser's approval in accordance with article. 4.2 herein). Goods rejected prior to the end of the Warranty period will be held for disposal, or returned upon request of the Supplier obtained no longer than 10 days from the Goods rejection, at the Supplier's risk and expense.


3.3 The Goods shall be marked in accordance with the Purchaser's instructions, any applicable laws or any requirements of the carrier, and be properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. CHANGES

4.1 The Purchaser may at any time make changes in shipping and packing instructions, quantities, drawings, designs, specifications, place and/or time of delivery, for which the Purchaser shall make an appropriate adjustment to the Order.

4.2 Any changes to the specification of the Goods or the Services, Goods manufacturing process, design, material, or composition made by the Supplier are subject to prior written approval by the Purchaser. The Purchaser is not obliged to accept any changes. Until the changes are approved in

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	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 4 of 14

writing, the Supplier is obliged to deliver the Goods or perform the Services as originally agreed. Any approval by the Purchaser doesn't relieve the Supplier of its liability for the Goods and/or the Services. Purchaser is entitled to treat any affected delivery as Supplier's failure to deliver in accordance with the Contract and has the rights as defined in Article 9.

5. PRICE OF THE GOODS AND SERVICES

5.1 The price of the Goods and the Services shall be as stated in the Order and shall be final and, unless otherwise so stated, shall be:

5.1.1 exclusive of any applicable value-added tax (which shall be payable by the Purchaser subject to receipt of a valid VAT invoice); and

5.1.2 inclusive of all charges in particular for packaging, packing, shipping, carriage, insurance and delivery of the Goods and/or Services to the Delivery Address and any duties, imposts or levies other than value-added tax.

5.2 No increase in the Price may be made whether on account of increased material, labor or transport costs, fluctuation in rates of exchange or otherwise.

5.3 If the Purchaser disputes any invoice in whole or in part or requires further documentary evidence of delivery of the Goods, performance of the Services, or any other matter, the Supplier shall provide the same and endeavor to resolve the dispute. Until resolved, the invoice will not be proper, correct and payable under clause 6.2 below.

5.4 The Purchaser shall have the right to audit all books and records of the Supplier for the purpose of verification of any reimbursable costs included or to be included in the Price and specified in the Order.

6. TERMS OF PAYMENT


6.1 The Supplier shall be entitled to invoice the Purchaser on or at any time after proper delivery of the Goods without defects or due performance of the Services, as the case may be, and each invoice shall quote the number of the Order. When applicable, the invoice must contain, *inter alia*, the correct VAT rate, the delivery note number and the Order number, as well as identification of each Goods item. The Purchaser shall be entitled to return an incorrectly charged, incomplete or insufficiently documented invoice to the Supplier within the maturity period without any default in payment occurring.

6.2 Unless otherwise stated In the Order, the Purchaser shall pay the Price of the proper delivered Goods without defects and the due performed Services within 90 days after the end of the month of receipt by the Purchaser of a proper and correct invoice or, if later, after acceptance of the Goods or Services in question by the Purchaser.

6.3 Invoices subject to a cash discount should be preferably electronically mailed or post mailed on the day they are dated as the discount period begins on the day invoices are received by the Purchaser's Accounts Payable Department or from the date of the delivery of Goods whichever is later. Invoices must state the Purchaser's Order number, part number and the Supplier's advice number. Documents not bearing the above information may be rejected.

6.4 The Purchaser shall be entitled to set off against the Price or any other due or undue debts any due or undue sums owed to the Purchaser by the Supplier. Receivables in various currencies can be set off at the rate set by the National Bank of the country of incorporation of the Purchaser as at the day of the set-off. The Supplier shall not be entitled to set off any its receivables against the Purchaser.

Printed copies are uncontrolled documents. It is user's responsibility to verify this copy is current prior to each use.

	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 5 of 14

6.5 The Price will be paid to the Supplier's bank account specified by the Supplier and validated by Purchaser or to an account which is made accessible by the tax administrator remotely if the relevant tax administrator publishes such information.

6.6 The Purchaser's debt is fulfilled when the amount due is debited from the Purchaser's account.

6.7 In the event of defective performance, the Purchaser shall be entitled to withhold any payment, even if the claim arises for another legal reason, until due delivery. This applies also to defects that do not prevent proper use.

6.8 Payment of the Price does not imply acceptance of Goods by the Purchaser or waiver of the Purchaser's rights.

7. DELIVERY

7.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Purchaser's usual business hours, unless otherwise specified in the Order. Earlier delivery is only possible with the Purchaser's prior written consent. The Supplier is required to promptly notify any delivery delay. Partial delivery of the Goods shall be considered a delayed delivery.

7.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Supplier shall give the Purchaser reasonable notice of the specified date.


7.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract. Supplier shall be responsible for all costs, losses, or damage incurred by Purchaser or Supplier due to the failure of the Supplier to strictly comply with this essential condition. In the event of late or defective delivery the Purchaser reserves the right, in addition to other rights, to demand the supply of the Goods, compensation for damages caused by the delay, and to cancel the Order. Any material commitments or production arrangements in advance of the reasonable flowtime needed to meet the Purchaser's delivery schedule are at the Supplier's own risk and expense. No claims shall be made for such advance effort in the event of change, suspension or termination. Weights and measures are subject to verification by the Purchaser at the place of delivery and quantities so determined shall be taken as final, provided that if disputed, reasonable facilities to check quantities shall be given if requested within a reasonable time after delivery. The Purchaser is not obliged to inspect the Goods and Services for defects at receipt. The Purchaser is not obliged to accept earlier or partial delivery or larger quantities and shall be entitled to return such delivery at the cost of the Supplier, or to receive compensation from Supplier for storage costs.

7.4 A suitable packing note quoting the Order number must accompany each delivery or consignment of the Goods. A copy advice note must be sent under separate cover on the day of shipment listing contents in full (in particular identification numbers of the Goods). No charge will be owed by Purchaser for cartage or packing unless agreed upon in writing. All expenses incurred due to Supplier's failure to furnish the necessary shipping documents shall be charged to Supplier.

7.5 If the Goods are to be delivered, or the Services are to be performed, by installments, the Contract will be treated as a single contract and not severable.

7.6 The Supplier shall supply the Purchaser with any instructions or other information required to enable the Purchaser to accept delivery of the Goods and performance of the Services.

Printed copies are uncontrolled documents. It is user's responsibility to verify this copy is current prior to each use.

	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 6 of 14

7.7 The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Purchaser.

7.8 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the Purchaser shall be entitled to deduct from the Price or (if the Purchaser has paid the Price) to claim from the Supplier the contractual penalty amounting to one (1) percent of the Price for every week's delay, up to a maximum of ten (10) percent. The right for damages in full or other rights of the Purchaser remains unaffected.

7.9 Goods delivered under this Contract shall not be deemed to be accepted until after a reasonable period for examination and inspection. The fact that the Purchaser accepts Goods that do not comply with the terms of the Contract does not relieve the Supplier of the obligation to remedy the noncompliance or prevent the Purchaser from exercising any remedies under the Contract. No signature by any employee or agent of the Purchaser on any delivery note shall constitute acceptance of the Goods. Such delivery note shall be deemed as an acknowledgment of receipt, not a waiver of the right to reject or to any other rights of the Purchaser.


7.10 The Supplier is required to perform output checks of the Goods before they are shipped to the Purchaser. The Purchaser is not obliged to inspect the Goods upon receipt nor to inspect the packaging and quantity of the Goods upon receipt from the Supplier. The Supplier shall not be entitled to object to any late notification of defects in the Goods by the Purchaser, even obvious defects.

8. TITLE AND RISK OF LOSS

8.1 Property in Goods shall pass to the Purchaser on delivery at the place specified in the Order without prejudice to the rights of rejection retained by the Purchaser. If any payment is made by the Purchaser to the Supplier prior to delivery, property in Goods and in all data, tools, patterns, dies, molds, jigs, fixtures, drawings and artwork shall pass to the Purchaser upon such payment. Unless otherwise agreed the price stated includes payment in full for all tools, patterns, dies, molds, jigs, fixtures, drawings, data and artwork created to fulfill the Order and shall be deemed to be payment of the full cost thereof. Where part payment only has been expressly agreed, the Supplier agrees to hold said items for sole use of the Purchaser, and the Supplier shall be entitled to payment of balance of original cost of producing same only if the Purchaser removes same as specified in clause 10 hereof. No Goods or drawings shall bear any name but Doosan and/or Bobcat without the Purchaser's written approval.

8.2 Notwithstanding the following, Supplier shall be responsible for and assumes the following risks: a) all risks of loss or damage to all Goods, work in progress, materials and other things until delivery thereof as herein provided: b) all risks of loss or damage to third persons and their property caused by the Goods; c) all risks of loss or damage to any property received by the Supplier from the Purchaser or held by the Supplier or its supplier for the account of the Purchaser, until such property has been delivered to the Purchaser or its customer as case may be, and d) all risks of loss or damage to any of the Goods or part thereof rejected by the Purchaser and repairs or replacement until acceptance by the Purchaser and e) all risks of loss or damage related to a recall campaign.

8.3 Any tools, patterns, dies, molds, jigs, fixtures, drawings, data and artwork furnished to the Supplier by the Purchaser, or fully or partially paid for by the Purchaser shall be the property of the Purchaser and subject to removal by the Purchaser upon completion or termination of the Order and shall be used only in filling the Purchaser's Orders and used and held by the Supplier at its sole risk.

	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 7 of 14

8.4 If Purchaser identifies a defect in the Goods which requires that all Goods or series of Goods to be repaired or replaced, or which poses a safety or product liability risk, or in the event of the recall, Purchaser shall be entitled to repair or replace such Goods. In such event, the Supplier shall bear all costs of such campaign including, but not limited to, the costs incurred by the Purchaser in connection with notifying customers, damages, return of Goods, cost of replacement Goods, lost profit and other damages incurred in connection with the recall.

9. WARRANTIES AND LIABILITY

9.1 The Supplier warrants to the Purchaser that the Goods:

- 9.1.1 will be new and of the best quality of their respective kind;
- 9.1.2 will not be burdened by any lien, easement or other encumbrance;
- 9.1.3 will be of satisfactory quality and fit, suitable and sufficient for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;
- 9.1.4 will be free from defects in design, material and workmanship;
- 9.1.5 will correspond with any description, specification, drawings, sample and other characteristics supplied by the Purchaser or offered by the Supplier (if approved by the Purchaser);
- 9.1.6 will not be in violation of any patents or other intellectual property rights of third parties;
- 9.1.7 will comply with all statutory requirements, other relevant legislation in force (in particular in the country of manufacture and delivery) and regulations relating to the sale of the Goods; and
- 9.1.8 will comply with the performance criteria specified in the Order.

9.2 The Supplier warrants to the Purchaser that the Services will be performed to the satisfaction of the Purchaser by appropriately qualified and trained personnel, in accordance with the best accepted industry practices and all applicable laws, regulations and government orders, with due care and diligence and to the highest standard of quality. The Supplier will ensure continuity of personnel performing the Services.

9.3 The warranty for delivered Goods ("Warranty") shall operate for a period of twenty-four (24) months from Goods delivery unless otherwise stated in the Order. If the delivered Goods are to be incorporated into machines from Purchaser's portfolio, the Warranty period shall be twenty-four (24) months or 2000 hours of use of the machine in which the Goods are incorporated, whichever occurs first, and shall commence from the date the machine is placed on the market as evidenced by the Purchaser's warranty system. Any Goods repaired or replaced shall be warranted for twelve (12) months following such repair or replacement, however shall not be shorter than the original Warranty period for the Goods. The guarantee applies to the Purchaser, its successors, assigns, persons mentioned in Article 21.1, customers, or other users of the Goods.

9.4 Without prejudice to any remedy provided by applicable laws or industry practices, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled at its sole option:

- 9.4.1 to require the Supplier to repair the Goods or to supply replacement Goods or Services within 3 days, to request a discount on the Price or to terminate the Contract as whole or partly (the respective choice of particular claim may be implied by the Purchaser's request for respective monetary amount); or
- 9.4.2 whether or not the Purchaser has previously required the Supplier to repair or replace the Goods or Services, to repair or replace Goods at the Supplier's risk and expense itself or

via third persons and to require the Supplier to refund the Purchaser's costs relating to Warranty breach (such as costs relating to replacement or repair, travel costs, labor cost); or 9.4.3 whether or not the Purchaser has previously required the Supplier to repair or replace the Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid and to reject all of the Goods or any part of them including any part or all of the Goods not affected by the Supplier's breach.

9.5 By conclusion of the Contract, the Supplier takes into account that the business of the Purchaser and its customers is such that any defect in the Goods and/or Services or late delivery is liable to cause serious financial loss and/or physical injury.

9.6 The Supplier agrees to indemnify the Purchaser, its officers, directors, employees and agents in full from and against all claims, liability, loss, damages, costs and expenses (including legal expenses, travel costs, production downtime, costs including labor cost incurred by the Purchaser or third parties to remedy the consequences of the breach of the Supplier's obligations and to remedy any defects) awarded against or incurred or paid by the Purchaser as a result of or in connection with:

9.6.1 breach of any Contract condition or obligation, guarantee or warranty given by the Supplier in relation to the Goods or the Services (the Purchaser has the right specified in 9.6 even if he does not notify the Supplier of the breach without undue delay);

9.6.2 any act or omission of the Supplier or its employees, agents or sub-contractors in manufacturing, supplying, delivering or installing the Goods or performance of the Contract; and


9.6.3 any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

9.7 The Supplier is an expert in relation to the supply of the Goods and performance of the Services and must properly advise the Purchaser of any discrepancies, errors or omissions made in the drawings or specifications and as to any improvements which could be made to the Services to better achieve the Purchaser's objectives.

9.8 Supplier shall carry comprehensive general liability insurance, including contractual and product liability coverage with minimum limits acceptable to the Purchaser. Supplier shall, at the request of the Purchaser, supply certificates evidencing such coverage.

9.9 The Purchaser will store the defective Goods for a period of 10 days from the day of notification of a claim, during which the Supplier may collect the defective Goods at its own risk and costs. After the expiration of the storage period per the previous sentence, the Supplier may not doubt the defect and the respective Purchaser's claim is deemed accepted. If the collection of the defective Goods is requested by the Supplier, the Purchaser is not obliged to return the full amount of defective Goods but only a sample of Goods consisting of up to 10 percent of Goods of the same type delivered within the last six months.

9.10 If the same type of defect occurs repeatedly, i.e. more than 10 percent of the Goods of the same type or design delivered within the last six months will show evidence of a defect of the same type, the Purchaser will have the right to assume that the Goods has an inherent design flaw causing the defect, and will have the rights set out in these Conditions regarding any and all of the Goods of the same type or design ordered or delivered 6 months before the day on which the defect rate has been reached.

	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 9 of 14

9.11 The Purchaser's delay in submitting a complaint does not cause the Purchaser's rights and claims from defective performance to be extinguished. Removal of the defect shall not affect the Purchaser's right to compensation for damages, lost profit or other rights under the Contract or the applicable laws.

9.12 The Supplier is obliged to carry out or arrange for post-warranty repair, including the provision of spare parts, for a period of 10 years from the date of performance of the supply, if this follows from the nature of the supply.

10. TERMINATION AND SUSPENSION

10.1 The Purchaser shall be entitled to cancel the Order In respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event the Purchaser 's sole liability shall be to pay to the Supplier for a) those Goods actually shipped and accepted by the Purchaser up to the date of termination, and b) actual costs incurred by the Supplier for unfinished Goods, which are specifically manufactured for the Purchaser which are not or do not form part of the standard products of the Supplier, as of date of termination and/or c) for those Services performed to that point. Upon such payment, all unfinished Goods shall become the property of the Purchaser.

10.2 The Purchaser may order suspension of the Order, or part thereof by notice in writing. In such event the Supplier will suspend all related work until it receives a request for recommencement and make an equitable adjustment to the Order to reflect the period of suspension. Supplier shall not be entitled to demand storage or other costs incurred for this reason for the first 90 days from the date of suspension of performance of the Contract. The terms of performance of the Order shall be extended in proportion to the duration of the suspension of performance. In no event, shall the Purchaser be responsible for the loss of the Supplier's anticipated profit nor shall the reimbursement exceed the Order value.

10.3 The Purchaser shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

10.3.1 the Supplier refuses or fails to deliver the Goods within the time specified or so fails to make progress so as to endanger delivery on time

10.3.2 the Supplier fails to comply with any of the provisions of the Contract or specifications of the Order, the Goods or the Services, including its specification approved by the Purchaser ("Nonconforming Goods"); or

10.3.3 the Supplier enters into or proposes a voluntary arrangement or composition with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or insolvency or other similar proceedings have been initiated against the Supplier or such proceedings are imminent or there is an enforcement or execution proceedings on the Supplier's property; or

10.3.4 an encumbrancer takes possession of, or a receiver (executor) is appointed over, any of the property or assets of the Supplier; or

10.3.5 the Supplier ceases, or threatens to cease, to carry on business; or its part; or

10.3.6 the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to Supplier and notifies the Supplier accordingly.

10.4 In the event of termination for default:

10.4.1 the Supplier shall indemnify the Purchaser for all costs incurred in obtaining post haste replacement Goods or Services. Purchaser may procure, upon such terms and in such

manner as Purchaser deems appropriate, Goods or Services similar to those so terminated and the Supplier shall be liable to Purchaser for all costs incurred in obtaining post-haste replacement Goods or Services.

10.4.2 the Purchaser's liability shall be limited to payments for Goods delivered and accepted by the Purchaser.

10.5 The provisions of Conditions 9, 11, 12 and 13 shall survive termination of the Contract.

10.6 If the Goods consist of parts for the machines produced by Purchaser, the Supplier commits to provide Goods to support Purchaser's aftermarket obligation for a minimum of 10 years after the last delivery of Goods.

11. PATENTS AND INTELLECTUAL PROPERTY

11.1 The Supplier agrees to defend, indemnify and keep harmless the Purchaser its officers, directors, employees, agents, representatives or any of its customers buying or using Goods or Services specified in the Order from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters patent, copyright, trade mark, registered or unregistered design rights or other intellectual property (hereinafter "IP Rights"), by reason of the import, export, resale or use of the Goods or Services supplied under this Order and will pay all costs and expenses incidental thereto.

11.2 In accordance with Art. 11.3 below, the Supplier hereby grants or undertakes to grant the Purchaser a worldwide, irrevocable, transferable and non-exclusive license to use the IP Rights, if any, worldwide, without the need to pay license fees (free of charge).

11.3 The Supplier hereby grants the Purchaser all IP Rights in relation to the Goods arising as a result of the performance of the Contract. The Supplier further agrees to take all necessary steps at the Purchaser's request and at its own expense to ensure that the Purchaser can use the IP Rights without hindrance.

11.4 In the event that the Goods violate any IP Rights of third parties, the Supplier shall at its own expense, but at the Purchaser's discretion and in line with Purchaser's instructions, (i) ensure the right to continue to use the Goods for the Purchaser or, if requested by the Purchaser (ii) modify the Goods in line with the Contract so that IP Rights are no longer infringed; or if requested by the Purchaser (iii) exchange the Goods for equivalent goods being in line with the Contract that will not infringe the IP Rights of third parties. If the Supplier fails to perform the aforementioned measure requested by the Purchaser, the Purchaser shall be entitled to withdraw from the Contract and demand repayment of any amounts that the Purchaser paid to the Supplier under the Contract and the Supplier is obliged to provide the Purchaser with the compensation for any damage it incurred.

11.5 The Purchaser holds proprietary and IP Rights to all its offers, inquiries or estimates, as well as all drawings, illustrations, technical descriptions, samples, components, models, matrices, templates, instruments, tools, calculations and other documents or material provided to the Supplier. The Supplier may not make these items available to third parties, publish them, use them directly or through third parties, or copy them without the Purchaser's prior written consent. The same applies to items made using these items. At the Purchaser's request, the Supplier shall return these items and destroy all copies made. These items are intended exclusively for the fulfilment of the concluded Contract. The Supplier must not exercise or claim any right over such items, including the right of retention.

12. CONFIDENTIAL INFORMATION

12.1 The Supplier is required to maintain confidentiality with respect to all matters disclosed or communicated to the Supplier in any way whatsoever in connection with the Contract or the contractual relationship established by the Contract, in particular with respect to all matters relating to the Purchaser, its employees and customers, technical and organizational data of the Purchaser or its customers, business relations and balance situation of the Purchaser and its customers and orders executed by the Purchaser with respect to the manner, scope and content of these orders, and the Supplier undertakes not to share such facts and information with third parties or to use these facts and information for its own benefit or for the benefit of third parties. The Supplier agrees not to make any use of tooling, data, designs, drawings, specifications, artwork and other information furnished to it by the Purchaser or created hereunder, except for performance of the Order. Supplier agrees not to disclose such data, designs, drawings, specifications, artwork and other information to others except with the Purchaser's written approval. On completion or termination of the Order, the Supplier shall return to the Purchaser on demand, all such tooling, data, designs, drawings, specifications and other information, including artwork and any copies made by the Supplier. The Order is confidential between the Purchaser and the Supplier, and it is agreed by the Supplier that none of the details connected herewith shall be published or disclosed to any third party without the Purchaser's written permission.

12.2 The confidentiality obligation under the preceding paragraph of these Conditions also applies to all business secrets, i.e. competitively significant, determinable, appreciable and in the relevant business circles normally unavailable facts that are related to the Purchaser's business and regarding of which it ensures their secrecy in an appropriate manner in his interest, in particular all facts regarding business transactions, production and technical specifications in tangible and intangible form relating to the Purchaser and its customers, know-how, technical solutions, strategic plans, business plans and balance sheets, designs and procedures, and any other facts relating to the Purchaser and/or its customers that have actual or at least potential material or immaterial value for the Purchaser and/or its customers.

12.3 The Supplier undertakes to ensure that all of its employees and third parties to whom this information is provided (if the Supplier is permitted to do so by the Purchaser) will comply with the confidentiality obligation set out in this Article.

13. HEALTH AND SAFETY

13.1 The Supplier shall comply with all applicable EU laws, other relevant legislation in force (in particular in the country of manufacture and delivery), statutes directives and regulations concerning the provision, manufacture, marking, labelling, packaging, packing and delivery of the Goods and to performance of the Services. Within 10 days of the receipt of the Purchaser 's Order, the Supplier undertakes to supply to the location named in the Order, all appropriate Manufacturer's Safety Data sheets to enable Purchaser to comply with any duties imposed by any law, statute, regulation or directive concerning the handling, storage, installation, use and operation of the Goods or otherwise advise the Purchaser in writing that the Goods are non-hazardous. This essential obligation survives termination or cancellation of the Order. Later implementation of law, statute, directive or regulation shall require subsequent notification by the Supplier and the provision of appropriate data. Supplier shall comply and ensure all subcontractors comply with the Purchaser 's site regulations. The Supplier will immediately remove any of its personnel who fail to act in accordance with Site Safety policies.

13.2 The Supplier shall supply to the Purchaser a technical file in respect of the Goods upon written request of the Purchaser.

14. PORTALS

The Purchaser and Supplier may deliver documents through Supplier Portal or Warranty Portal (together as "Portal"), e.g. provide Order, confirm or reject Order, notify a Warranty claim, respond to the Warranty claim, issue invoices, issue forecasts, notify on shipment date and quantity etc. The document is duly delivered at the moment it has been read by the other party, or on the next business day after it has been sent or submitted whatever occurs earlier. Supplier and Purchaser are obliged to ensure regular use of Portals, at least once a week. The Supplier will be provided with access codes to Portals and is obliged to keep access codes secured and confidential and provide those access codes only to individuals authorized to act on its behalf. Parties agree that the acts through the Portal will be considered electronically signed by the respective party.

15. POLICIES


Purchaser is entitled to issue policies applicable to its suppliers, including the Supplier. In case of conflict between a policy and a Contract, the Contract shall prevail. All applicable policies and manuals are available on Supplier Portal and the Supplier acknowledges having read, understood them and agrees to be bound by those policies. Purchaser is entitled to unilaterally change the policies, such amendments will enter into force as of the effectivity date stipulated in the new policy. Such changed policies have to be announced at least 30 days before effective by publication of the policy on the Supplier Portal or by sending the updated policy to the Supplier. The policies include the Labor rate policy, Doosan Bobcat Global Supplier Quality Manual, Supplier Defect Report Process, Code of conduct, User Manual for Supplier portal, Packaging policy.

16. FORCE MAJEURE

Any delay or failure of either party to perform its obligations will be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence including, but not limited to, acts of God, actions by a governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, epidemic, pandemic, wars, acts of terrorism, sabotage, labor problems (including, but not limited to, lockouts, strikes and slowdowns), or court orders (all hereinafter as "force majeure"); provided that written notice of such delay (including, but not limited to, the anticipated duration of the delay) will be given by the party that is experiencing the force majeure as soon as possible after the event or occurrence (but in no event more than five (5) days thereafter). During the period of such delay or failure to perform by either party, Purchaser may cancel or reduce any placed Order affected hereby. The party experiencing the force majeure event will, within ten (10) days of the event or occurrence, provide adequate assurances to the other party that the delay will not exceed ninety (90) days. If the delay lasts more than ninety (90) days, the other party may immediately terminate any affected Order, without liability to the party experiencing the force majeure.

17. LAW AND REGULATIONS

Supplier shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but in no way limited to rules, regulations and standards of the Occupational Safety and Health Act of 1970 and the Federal Contract Work Hours and Safety Standards Act and the rules and regulations promulgated under these acts. With respect to the supply of goods relating to a facility regulated pursuant to the Atomic Energy Act of 1954, as amended, or the Energy Reorganization Act of 1974, the provisions of Title 10 Code of Federal Regulations, Part 21 (10CFR21) are applicable to this order. Supplier agrees, in connection with performance of this order, not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, creed, citizenship status, marital status, sexual orientation,

	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 13 of 14

gender identity, disability, or protected veteran status and to comply with applicable State and Local anti-discrimination laws.

18. AFFIRMATIVE ACTION

Unless exempted, the equal employment opportunity clause in Section 202, paragraphs one through seven of Executive Order 11246, as amended, and the provisions of 41 CFR Section 60-1.4 (a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program, plan and posting requirements are incorporated herein by reference.

Supplier and its subcontractors shall abide by the requirements of 41 C.F.R. Sections 60-1.4(a), 60-300.5 and 60-741.5 (a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans and or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

19. CERTIFICATES OF ORIGIN

When applicable, Supplier agrees to deliver as a separate line item, a USMexicoCanada Agreement (“USMCA”) Certificate of Origin (U.S. Customs Form 434), for all Goods that meet the USMCA Rules of Origin and an appropriate Certificate of Origin for all other goods. Purchaser reserves the right to withhold all payments to Supplier until such time as a completed USMCA Certificate or other appropriate certificate is delivered.

20. ISF REQUIREMENT FOR OCEAN IMPORTS INTO USA. *** FILING REQUIRED 96 hours prior to LOADING ***

US Customs requires an ISF to be filed for all shipments traveling to the US via an ocean carrier. Suppliers must provide all ISF filing data elements to import broker/service provider at least 96 hours prior to cargo loading on the vessel at foreign port of exit. FAILURE to do so may result in a NO LOAD mandates and/or fines up to \$5,000 per occurrence. If the ISF information is not supplied in the timeframe requested, then all additional expenses incurred due to fines and/or load mandates (storage, demurrage, etc.) will be at the Supplier's expense. If you are unsure how to provide the ISF data elements, please contact the Purchaser/planner on the applicable purchase order. If Supplier is the Importer of Record, then Supplier is responsible to file ISF with service provider. All costs related to delays and fines will be at Supplier's expense.


21. GENERAL

21.1 The Purchaser is a member of the group of companies whose holding company is Doosan Bobcat Inc. and, accordingly the Supplier agrees that the Purchaser may assign, transfer, charge, subcontract or deal with in any other manner any of its obligations or its rights hereunder to any other member of its group.

21.2 The Supplier declares that it does not have the status of a weaker party towards the Purchaser and the parties expressly confirm that they conclude the Contract as entrepreneurs or independent contractors in the course of their business.

21.3 The Supplier declares that it has read and agrees with all documents referred to in these Conditions.

Printed copies are uncontrolled documents. It is user's responsibility to verify this copy is current prior to each use.

	General Terms & Conditions of Purchase	Sourcing Policy DGSS_T&C_001
Owner: Governance Function: Procurement Application: NA and EMEA		Rev: C Date: 01-Jan-24 Page: 14 of 14

21.4 The Supplier hereby agrees that the statutory limitation period for the Purchaser's rights arisen in connection with the Contract, including the right to withdraw from or to terminate the Contract, shall be extended for a period of 10 years from when the limitation period began to run.

21.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified, pursuant to this provision, to the party giving the notice.

21.6 No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

21.7 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder or the provision in question shall not be affected thereby.

21.8 The Contract shall be governed by and construed in accordance with the internal laws of the country of incorporation of the Purchaser without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to the Contract or the matters contemplated hereunder shall be instituted and settled exclusively by a court of territorial jurisdiction for the seat of the Purchaser, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Parties agree on express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980).

21.9 This Order shall constitute the entire agreement between Purchaser and Supplier regarding the Goods and/or Services covered hereunder. This Order supersedes all other writings and oral communications, and nothing shall be construed to be an acceptance of any alternative terms of Supplier. Supplier's performance under this Order shall constitute Supplier's acceptance of all terms and conditions herein.

21.10 Articles 17-20 are applicable ONLY if Goods and Services provided hereunder are made to a Purchaser when referred to as Doosan Bobcat North America, Inc.