Section 9 herein.



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BUSINESS PROCESS: Terms and Conditions for Purchase of Production Parts and Materials

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Terms and Conditions for Purchase of Production Parts and Materials

1. Acceptance, Contract Formation.
(a) If preceded by a Request For Quote
(b) Except as otherwise stated in Section 1(a) above, the Graph offer to buy goods, and is expressly conditioned up Graph or different terms. Any additional or different terms proposed by Seller hereby are rejected and excluded from the terms of purchase and sale between MTD and Seller.
(c) Seller may accept the Order in accordance with the preceding Section 1(b) and by either: (i) providing MTD written acknowledgement of acceptance ; or (ii) commencing performance strictly in accordance with the terms of the Order and within a reasonable time (not to exceed sixty (60) days) from the date contained on the applicable Purchase Order or Release. If Seller objects to any term hereof or proposes any additional or different terms, whether or not material, Seller must give to MTD written notice stating any such objections and/or proposed additional or different terms before commencing performance, and no acceptance of the Order can occur until such objections and/or proposals are either withdrawn by Seller or settled by written agreement signed by MTD and Seller.
2. <u>Goods</u> .
(a) As



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(b) All goods delivered hereunder must be in a new and unused condition and not previously rejected for shipment hereunder or under any contract between Seller and another customer.

3. Buy/Sell Commitments.

(a) MTD will buy from Seller, and Seller will make, deliver and sell to MTD, the quantity
(b) If
(c)

(d) Except as otherwise expressly provided herein, Seller will provide and supply, at its expense and without any charge, other than the purchase price, all materials, equipment, tools, facilities, licenses, and other items required to perform its obligations under the Order, except the provision of special tooling which Seller provides pursuant to a separate purchase order or agreement between MTD and Seller, or the cost of which special tooling MTD has agreed in writing to pay or reimburse to Seller apart from the purchase price of the goods.



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4. Duration, Renewal.

- (a) The initial term and duration of the Order is the period stated on the applicable Purchase Order and/or Release issued by MTD to Seller, or, if no time period is so stated, the initial term will be a period of one (1) production year of the goods as determined by MTD. In any event, the initial term will commence on the issue date of the Purchase Order.
- **(b)** MTD may extend or issue a revision to the Order for one (1) or more successive periods of one (1) production year by notice to Seller at least sixty (60) days before expiration of the initial or any subsequent extended term unless Seller has previously given MTD notice that Seller is unwilling to extend the Order.

5. Seller Compliance and Production Approval.

o. <u>Conci Compilance and Freduction Approval</u> .
(a) Before starting the manufacture of any goods (except sample parts and/or sample
in compliance with all (i) applicable laws as set forth in Section 21 herein, and (ii) applicable
expectations and requirements of Seller as stated in the Portal, including, but not limited to:
(A) these terms and conditions; (B \square \square \square \square \square
Part Approval Process (PPAP); (C) Receiving Inspection and Finished Goods Product Audits;
(D) Purchasing and Logistics requirements; (E) Warranty Administration Procedures; and (F)
Specifications and Supplier Requirements Documents (including the Supplier Quality Audit
and Supplier Quality Self-Assessment), as well as all other required documents, certifications,
approvals and information. No statements, terms, conditions and/or any other response of
Seller containe
shall alter or modify these Terms and Conditions.
certification regarding compliance with the foregoing requirements, Seller will thereafter manufacture the goods in compliance with such requirements, and will not make any change in the goods or any equipment, process, or method used in making the goods without written
(b) The foregoing compliance, submission and approval requirements also will apply
to any subsequently approved change which is made or to be made to the goods and/or to
any materials, equipment, tooling, process or method used in making the goods.
(c) To qualify any new or modified Seller-owned production tooling for use hereunder,
Seller, at its sole cost and expense, will use such Seller-owned tooling to make the number
of pre-production sample parts and/or goods that MTD specifies and to furnish such samples
□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
the Order, including the requirements set forth in Section 5(a) hereinabove.



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(c) rejection and/or revocation of acceptance of any goods which are defective or fail to conform to any requirement of the Order. 7. Planning Schedules, Shipping Schedules and Releases. (a) From time to time during the applicable production year, MTD will provide to Seller (via the Portal):									
(a) Seller will properly pack, mark, route and ship all goods and containers thereof in goods as MTD provides to Seller in writing. Seller will reimburse to MTD all expenses incurred by MTD as a result of improper packaging, marking, routing or shipping. (b) Except as expressly provided in the Order, Seller will make no charge for containers, crating, boxing, handling, damage or storage without authorization. (c) gejection and/or revocation of acceptance of any goods which are defective or fail to conform to any requirement of the Order. 7. Planning Schedules, Shipping Schedules and Releases. (a) From time to time during the applicable production year, MTD will provide to Seller (via the Portal): the goods that MTD expects to need for production purposes during the period(s) specified therein; and (b) Seller will ship goods both in the quantities and at the times specified in the Order (including the applicable Shipping Schedule, Purchase Order and/or Release) as required for the goods to arrive on the applicable due date at the designated ship-to destination as identified in the Order, or as otherwise	Date: 3/31/17		Standard Ref: 8.4		PAGE:	4 of 16			
and/or such other written instructions regarding the packaging, marking, or shipping of the goods as MTD provides to Seller in writing. Seller will reimburse to MTD all expenses incurred by MTD as a result of improper packaging, marking, routing or shipping. (b) Except as expressly provided in the Order, Seller will make no charge for containers, crating, boxing, handling, damage or storage without		6. Packing, Marking, Shipping.							
containers, crating, boxing, handling, damage or storage without authorization. (c)	□ and/or such oth goods as MTD ¡	ner written instrorovides to Sell	□ □ □ ructions regarding t er in writing. Seller v	□ □ □ he packagin will reimburs	(as set forth g, marking, or e to MTD all exp	n on the Portal), shipping of the			
rejection and/or revocation of acceptance of any goods which are defective or fail to conform to any requirement of the Order. 7. Planning Schedules, Shipping Schedules and Releases. (a) From time to time during the applicable production year, MTD will provide to Seller (via the Portal): the goods that MTD expects to need for production purposes during the period(s) specified therein; and the fabrication and shipment of a specific quantity or quantities of goods to MTD during the period(s) specified therein. (b) Seller will ship goods both in the quantities and at the times specified in the Order (including the applicable Shipping Schedule, Purchase Order and/or Release) as required for the goods to arrive on the applicable due date at the designated ship-to destination as identified in the Order, or as otherwise (c) MTD may change both the quantities and times for shipment of goods previously scheduled for shipment and delivery hereunder, including temporary suspensions and	• •					no charge for			
(a) From time to time during the applicable production year, MTD will provide to Seller (via the Portal): the goods that MTD expects to need for production purposes during the period(s) specified therein; and correctly the fabrication and shipment of a specific quantity or quantities of goods to MTD during the period(s) specified therein. (b) Seller will ship goods both in the quantities and at the times specified in the Order (including the applicable Shipping Schedule, Purchase Order and/or Release) as required for the goods to arrive on the applicable due date at the designated ship-to destination as identified in the Order, or as otherwise (c) MTD may change both the quantities and times for shipment of goods previously scheduled for shipment and delivery hereunder, including temporary suspensions and	rejection and/or			oods which	are defective o	□ □ □ □ r fail to conform			
the goods that MTD expects to need for production purposes during the period(s) specified therein; and	7. <u>Plann</u>	ing Schedules	s, Shipping Sched	ules and Re	eleases.				
therein; and	(a) From (via the Portal):		uring the applicable	production y	vear, MTD will p	provide to Seller			
for the fabrication and shipment of a specific quantity or quantities of goods to MTD during the period(s) specified therein. (b) Seller will ship goods both in the quantities and at the times specified in the Order (including the applicable Shipping Schedule, Purchase Order and/or Release) as required for the goods to arrive on the applicable due date at the designated ship-to destination as identified in the Order, or as otherwise	the goods that therein; and	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	□ □ □ on purposes	during the per	iod(s) specified			
(including the applicable Shipping Schedule, Purchase Order and/or Release) as required for the goods to arrive on the applicable due date at the designated ship-to destination as identified in the Order, or as otherwise		on and shipme	nt of a specific qua						
scheduled for shipment and delivery hereunder, including temporary suspensions and	(including the a the goods to a	pplicable Shipp irrive on the a	ing Schedule, Purcl pplicable due date	hase Order a at the desi	and/or Release)	as required for			
	scheduled for	shipment and	delivery hereunde	r, including	temporary su				

(d) If Seller fails or is unable to ship goods for delivery on the due date at the designated ship-to location for any reason, except a cause or condition which excuses



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part thereof, as and when available, at the earliest time and by the most expeditious method of transport, including air freight, and Seller will pay or reimburse to MTD the full cost of such expeditious method of transport.

8. Receipt, Inspection.

- (a) MTD may inspect and test all goods delivered to the ship-to location or other location as MTD elects. MTD may accept and retain, reject and/or revoke acceptance, of any or all goods, as MTD elects, which are delivered at the designated location: (i) in a quantity which is either less than or more than the authorized quantity; (ii) either before or after the due date or time, or (iii) in a condition or manner that fails to conform to any requirement of the Order. MTD may reject and/or revoke acceptance of goods which are incorporated in products manufactured and sold to third persons by MTD (including MTD $\hfill \square$), and, thereafter, are discovered not to conform to a material requirement of the Order or otherwise determined by MTD to be defective.
- **(b)** Seller will pay to MTD all handling, sorting, packing, transportation (including inbound and out-bound freight charges), and other expenses which MTD incurs in connection with any goods returned pursuant to Section 8(a) plus an administrative fee up to ten percent (10%) of the aggregate purchase price of the goods returned. If MTD elects to retain any defective or non-conforming goods to support immediate production needs, Seller will pay or reimburse to MTD all costs incurred in correcting such defective or non-conforming condition. In addition, Seller will pay or reimburse to MTD all costs and expenses incurred by MTD in ______ ___ ___ ___ -conforming goods whether or not MTD elects to accept and retain, reject and/or revoke acceptance of such defective and/or non-conforming goods.
- (c) If (i) Seller fails to deliver any goods to the designated location on the due date or in a condition that fails to conform to any requirement hereunder and (ii) as a result thereof, MTD is unable to start or continue any of its production operations, then unless such failure is excused under Section 19 hereof, Seller will pay or reimburse to MTD an amount which is not less than thirty-eight dollars (\$38.00) per hour multiplied by the aggregate number of hours that each production employee was unable to perform work as a result thereof. MTD will provide to Seller its calculation of such amount. The foregoing remedy is not in lieu of or in limitation of other rights or remedies available to MTD either hereunder or at law.

9. Changes.

(a) By providing a written change notice to Seller, MTD may direct Seller to make, and Seller will make, changes within the general scope of the Order, including changes in: (i) the



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design, drawings and specifications of the goods; (ii) the physical composition and structure of the goods; (iii) the materials, equipment, processes and methods used to make the goods; and (iv) the quantities and the times for shipment of goods previously scheduled for fabrication and/or shipment hereunder.								
(b)								
make an equita	ble adjustment	s the change order in the price of the c equired as a result	goods, delive	ery schedules, a				
(d) Seller will not make any change of the type specified above in Section 9(a) without: (i) giving MTD written notice of intention to make such change; and (ii) receiving								
10. <u>Prici</u>	ng, Taxes.							
(a) The unit price for goods is the amount shown on the applicable Purchase Order and/or Release given by MTD to Seller and includes all charges related to preparation for production, fabrication, and delivery of the goods, except as otherwise expressly set forth herein. Seller will pay, without additional charge, any taxes or duties imposed on Seller and required by law to be paid by Seller.								
	ods to another	ot exceed the price person on terms a						
(c) As expressly stated in Section 1(a) hereinabove, MTD is the purchasing agent for its Affiliates which manufacture or produce goods for resale in each location in which they								

engage in such operations and, therefore, such Affiliates are exempt from sales and use taxes with respect to goods procured for resale. Upon request, MTD will furnish to Seller an exemption certificate or such other document required by law to exem goods hereunder from sales and use taxes.

11. Invoices, Payment.



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Rev.: 002 **BUSINESS PROCESS: Terms and Conditions for Purchase of Production Parts and Materials** Date: 3/31/17 Standard Ref: 8.4 PAGE: 7 of 16 (a) Seller will provide an invoice to MTD (or MTD , as applicable) as identified by the □applicable Purchase Order and/or Release in an electronic and/or other hard-copy form. Each invoice will include the applicable Purchase Order and/or Release number, the part number, quantity of goods, unit price, ship-to location, and such other information as MTD may designate by notice to Seller. **(b)** MTD will pay to Seller the purchase price of goods and other charges shown on the invoice in accordance with the price and payment terms stated on the applicable Purchase Order and/or Release. However, if MTD disputes the amount of any invoice and gives Seller written notice thereof. MTD may deduct the amount in dispute from the amount of such invoice. MTD also may set-off and deduct from any invoice or other amount owed to Seller subsidiaries and affiliates) hereunder any amounts that Seller owes to MTD (including (including subsidiaries and affiliates) under the Order or any other agreement between П П and affiliates). As such, MTD and Seller each hereby waive any condition of mutuality with regard to set-off rights. (c) Seller will show separately on each applicable invoice each charge or amount, if any, which MTD is required hereunder to pay or reimburse to Seller. Similarly, Seller will show separately on each applicable invoice each amount which Seller is required hereunder to pay or reimburse to MTD hereunder and deduct such amount from the invoice amount. (d) Seller will not submit an invoice for goods before delivery thereof at the ship-to or other location designated by MTD. (e) In the event of nonpayment of a Seller invoice, verified to be completed in compliance with the terms herein, MTD Products Inc will be the guarantor of its principal Affiliate with regard to the corresponding claim of nonpayment, according to the terms of the Order. 12. MTD Tooling. (a) For the purposes of the buy-sell relationship between MTD and Seller (including, without limitation, each Order), t stamping dies, related parts and documents related thereto): (i) provided by MTD to Seller; (ii) designed by MTD, either on its own or in collaboration with Seller; and/or (iii) paid for or funded by MTD, either wholly or in part. These terms and conditions shall apply to all Tooling possessed by or in the possession of Seller. (b) Seller shall utilize the Tooling in accordance with instructions from MTD and in



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Seller will utilize the Tooling solely and exclusively for the manufacture and sale of goods to MTD.							
(c) MTD will be and shall remain at all times the exclusive owner of the Tooling. Seller Property of MTD Products							
(d) At its own expense, Seller will: (i) use the Tooling in accordance with instructions provided by MTD and in accordance with the terms of Section 12(b) above; (ii) maintain the Tooling in proper working condition and order and make all repairs that may be required for this purpose; and (iii) replace any Tooling which wears out prior to the expiration of the anticipated useful life of the Tooling as reasonably determined by MTD, or is otherwise damaged or destroyed by any cause or event. Seller will not make any modification or addition to the Tooling without							
(e) Seller will bear the risk of loss of and/or damage to the Tooling while the Tooling is in Seller □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □							
		filings by MTD (cul					
common carrier lien law to retair	ity, properly pa selected by M7 possession of	□ eller will prompt cked and marked ir rD. Seller waives al the Tooling pending ount which MTD ow	n accordanc Il rights g resolution (e with the requi constraints by constraints constrai	irements of the		
13 Plan	t Inspections						

13. Plant inspections.

Up	on reasona	able notice	, Seller	will perm	nit MTD, th	rou	gh its en	nployees	and ag	ents, t	:0
				□ e							
limited to,	the right to	inspect th	e good	s being p	oroduced,	and	to audit	any boo	ks and r	ecord	ls



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(a) As of that: (i) the good as applicable) fagainst Seller; (and/or descripti Order; (iv) all gothe Affiliates for workmanship argoods were pro-	f the time of deds are new and clear (iii) all goods words will be meaned in design if duced in compled, including all of	elivery of the goods and unused; (ii) title to a of any claim or lier ill conform to the apurnished by Seller erchantable and will urpose; (v) all goods Seller has designed iance with applicable orders and regulation	, Seller warr all goods wil of any thir oplicable dra or by MTD, I be both su s will be free I the goods e requireme	I pass to MTD (or dependent of the person asserting), specification and other requirable and usable and defect in or any part there of the Fair L	or the Affiliates, rting through or ations, samples irements of the ble by MTD and material and/or reof; and (vi) all abor Standards					
Affiliates incur hereunder due in the design the any requirement customer which	in connection to any defect in ereof if Seller of thereof; and/of incorporates a	eimburse MTD for a with any repair or n material, workman designed same or pa or (iii) any product to any goods delivered due to any such de	replacementship, or ma eart thereof; (chat MTD ar I by Seller h	nt of: (i) any g nufacture of an (ii) goods that fa nd/or the Affiliat ereunder if MTI	goods delivered by goods and/or ail to conform to tes sells to any D is required to					
customers to the delivered hereu limitation, any of designed same any person and (including the A expenses, incluprofessional fee	suit or other e extent such of under fail to collefect in materi or part thereof for damage or offiliates) harmlading but not les, costs associated	proceeding brough claim, lawsuit or proceeding brough claim, lawsuit or proceeding or workmanship caused or contributes from and again limited to reasonable iated with any litigates (i) MTD provides \$	ceeding is bauirement of and/or in the uted in any roperty. Sell ast any such le settleme ion including	ased on a claim the Order (income design of any way to the deat er will indemnify a liability, claim at costs, attorny travel costs, a	that any goods cluding, without goods if Seller th of or injury to y and hold MTD s, demands, or ney fees, other and all damages					

proceeding; (ii) MTD provides Seller with a copy of any documents received which state the

basis of the claim, lawsuit or proceeding;

expense, in the defense of the claim, lawsuit or proceeding.



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(d) In the event that any goods sold by Seller to MTD are determined by a governmental agency, court or MTD to contain any material defect that poses a safety issue and/or not to be in compliance with the terms of the Order (including any mandatory or mutually agreed upon voluntary standards or requirements) so as to make advisable that such items be reworked or recalled, MTD shall promptly communicate all relevant facts to Seller and MTD and Seller shall then determine what corrective action should be taken. These actions may include service bulletins and/or recalls. The parties shall cooperate with and assist each other in completing all necessary filings and corrective action; provided that, nothing contained in this Section 14(d) shall preclude MTD from taking any unilateral action as may be required of MTD under applicable law or regulation. Any costs associated with a product recall or a corrective action agreed upon shall be borne by Seller and Seller shall reimburse MTD for all such costs and expenses, including, without limitation, legal fees incurred by MTD in connection with these matters and any fines and/or penalties assessed, levied or imposed upon MTD by a governmental agency or court.

15. Intellectual Property.

- (a) Seller warrants to MTD that sale or use of goods purchased from Seller (including the incorporation of such goods in products manufactured, assembled and sold by MTD) does not and shall not infringe upon any patent, trademark, trade secret and/or copyright □ □ of any third-party in any jurisdiction in which the goods (including any MTD product incorporating such goods) are sold.
- **(b)** Seller hereby grants to MTD and the Affiliates an unrestricted and royalty-free right and license under each patent owned and/or controlled by Seller to use and sell goods delivered hereunder, including the right to modify and reconstruct same.
- (c) In the event that a claim is asserted against MTD and/or the Affiliates that any goods or part thereof or any device or product resulting from use thereof infringes any Intellectual Property right, then Seller will indemnify, hold harmless and own expense, such claim and any lawsuit or other proceeding to the extent based on such claim, and Seller will pay all damages, attorney fees. and costs awarded therein, if MTD: (i) gives Seller written notice thereof; (ii) provides Seller with copies of all documents received in connection therewith; (iii) cooperates with Seller, at П ; and (iv) gives Seller full authority to control the defense thereof through lawyers of its own choice, including compromise and settlement of all claims. Further, if any such goods, parts, devices or products are held to infringe and use thereof is enjoined, Seller, at its own expense and option, will either procure for MTD (including its Affiliates and customers) the right to continue using same by license or otherwise, modify same to avoid infringement, replace same with a non-infringing article, or refund the full purchase price thereof and pay all costs which MTD (including its Affiliates and



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Rev.: 002 **BUSINESS PROCESS: Terms and Conditions for Purchase of Production Parts and Materials** Date: 3/31/17 Standard Ref: 8.4 PAGE: 11 of 16 customers) incurs in connection with receipt and return such goods, parts, devices or products. (d) To the extent any material prepared by Seller in connection with the sale of the and hereby assigns copyright in the Work to MTD. Seller will execute and deliver any necessary documentation to transfer copyright in the Work to MTD. (e) The names and trademarks of each party and its affiliates will remain the sole and exclusive property of that party or its affiliate. A party will not use any name or trademark of the other party or any of its affiliates for any purpose whatever without t authorization. The preceding sentence notwithstanding, MTD may resell any goods, whether alone or as a part of another product, which Seller provides hereunder and bears the trade name, trademark and/or trade dress of Seller. 16. Confidentiality. (a) All patterns, designs, drawings, specifications, bills of material, manufacturing documentation, quality control procedures, plans and other materials and/or documents which MTD provides to Seller in connection with the Order, whatever the form, whether printed, documentary, electronic media or otherwise, is the proprietary and confidential , and such MTD Confidential Information will be deemed to contain trade secrets and will be and remain the property of MTD. (b) Seller will hold all such MTD Confidential Information in confidence: will not use such MTD Confidential Information for any purpose, except the production and delivery of goods pursuant to the Order; and will not disclose MTD Confidential Information to any third person, except to suppliers of materials and services that Seller requires to perform its ПП П confidentiality obligations to MTD in accordance with the terms of any separate confidentiality

17. <u>Termination by MTD</u>.

- (a) MTD may terminate the Order, in whole or in part, at any time by written notice to Seller, whether or not Seller is in default of any obligation hereunder and without regard to the existence of any cause or event specified in Section 18 herein.
- **(b)** After receipt of a termination notice, unless MTD otherwise directs, Seller will immediately cease all work directly related to the terminated part of the Order and, also: (i)



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19. Excusable Delays.



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Neither MTD nor Seller, as applicable, will be liable hereunder for a failure to perform which arises from any cause or event beyond the reasonable control and without the fault or negligence of either MTD or Seller, as applicable, in failing to perform any of its respective duties hereunder, including but not limited to, labor disputes of any kind; provided that the party whose performance is delayed or is likely to be delayed (a) gives the other party prompt written notice thereof, (b) takes all reasonable steps to avoid or remove the cause of such delay, and (c) resumes performance as promptly as reasonably possible after the cause of such delay ends.

20. Service Parts.

For a period of ten (10) years after the discontinuance of the production of the product in which the goods are utilized, Seller will continue to produce and sell the goods to MTD and the Affiliates (pursuant to their requirements for such goods), at a reasonable price determined from time to time by MTD, for use as service and replacement parts.

21. Compliance with Laws.

state and loc	al laws, e	all goods delivere xecutive orders a such goods incl	and regula	tions relating to	o the manufactu	re, labeling,
[
Supply Chair	ns Act, as	applicable.				

(b) Seller will promptly provide to MTD any information that Seller is required to provide under any such law, executive order, or regulation, concerning any substance deemed hazardous or toxic, including, but not limited to (i) material safety data sheets; and (ii) written descriptions of any such substance, the hazards associated with the handling or use thereof, the precautions to be exercised in connection therewith, any action to be avoided, and the procedures for responding to emergencies likely to arise from improper handling or use of any such substance. Additionally, Seller will package, mark and ship any such substance in compliance with all applicable laws.



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(c) In performing the work hereunder, Seller will comply with all applicable provisions of Presidential Executive Order No. 11246, all provisions of which are incorporated herein by reference.

22. Insurance.

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Seller v	will provid	e proof	of sucl	h insura	ance cove	rage t	to MTD a	and nam	e MT	D an	d the	: Affilia	ites
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as additional insureds under each such policy of insurance.

- 23. Arbitration of Claims and Related Disputes.
- (a) MTD and Seller will seek to resolve all claims and disputes concerning the construction, interpretation, and/or application of the provisions of the Order by informal discussion. If any such claim is not resolved to the satisfaction of the claimant, such party will either discontinue making the claim or (except as otherwise mutually agreed between the parties with regard to alternative forms of dispute resolution), submit the claim and related dispute(s) to arbitration with the American Arbitration Associa □by a single arbitrator in the Cleveland, Ohio metropolitan area pursuant to the then current rules of the AAA applicable to commercial matters. The parties will have all rights to pretrial discovery provided under the Ohio Rules of Civil Procedure and the Ohio Arbitration Act, except as otherwise mutually agreed between the parties.
- (b) The arbitrator will have authority to hear and decide in the same proceeding all issues related to such claim and related disputes, including any counterclaims asserted by the other party which concern the construction, interpretation, and/or application of the provisions of the Order, and award any damages and other relief provided under the Order or by law, except punitive damages. The arbitrator will base any decision and award on the provisions of the Order or, absent an applicable provision, the Ohio Uniform Commercial Code, and the facts presented at the hearing. Any court having jurisdiction, including any state or federal court in Ohio, may confirm the award and enter judgment thereon.



Document:

		For A Growing World.		PP-3-93 Rev.:	
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charges for the	hearing room.	one-half (1/2) of th Except as provided connection with the	in the prece	eding sentence,	
party plaintiff or obtain possessi	defendant in a on or prevent	imit the right of eith ny pending lawsuit 	or other prod	•	•
years after: (i) t expiration or ea	he claim was fi arlier terminatio	inder an Order mus rst asserted; or (ii) v on or cancellation o provided herein.	with respect	to a claim(s) ag	jainst MTD, the
24. <u>Rem</u>	<u>iedies</u> .				
		pecified are in add Seller at law or in e		not in limitatio	n of, any other
25. <u>Tran</u>	sfers.				
(a) Selle		gn or transfer any r	ight or oblig	ation hereunde	

(b) MTD may assign and/or transfer all or part of its rights and duties hereunder to any person which is owned and/or controlled by MTD or is under common ownership and/or control with MTD, and such person will be entitled to exercise all rights and remedies of MTD hereunder upon reasonable notice to Seller. Nothing in this Section 25(b) will be deemed to relieve MTD of any obligation hereunder.

26. <u>Notices</u>.

no force or effect.

- (a) Any notice (including a written notice) which is required or permitted to be given hereunder may be given to the other party or its designated representative by electronic means and confirmation of receipt thereof.
- (b) All such notices must be sent to the other party or its designated representative at the address shown herein, or such other representative or address as may be designated by



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subsequent notice to the other party, and will be deemed given and effective only when received by the other party.

27. Entire Agreement.

- (a) The Order: (i) includes each MTD document identified or referenced herein, including each exhibit and attachment thereto and any documents and instructions that MTD is required to give or gives to Seller as herein provided; (ii) contains the entire agreement between the parties regarding the subject matter hereof, and (iii) supersedes any prior or contemporaneous agreements and understandings, oral or written, between the parties.
- **(b)** Except as expressly set forth herein, no representative of MTD has the authority to make any representation or warranty to Seller in respect of the Order which is not reduced to writing, signed by both parties and incorporated by reference or otherwise into the Order. In entering into the Order, Seller affirms that it is not relying on any representation or other assurance by MTD or any of its representatives, which is not set forth in writing and expressly incorporated herein.
- **(c)** The Order may be modified only by a writing signed by an authorized representative of each party.