



HOWCO GROUP Conditions of Purchase

1. The Howco Group entity specified on Purchase Orders (also referred to as “Buyer” or “Purchaser”) to the supplier entity specified on Purchase Orders (also referred to as “Seller” or “Supplier”) for the supply from Seller to Buyer of the goods, documents and/or services as set forth in Purchase Orders and in the documents referenced therein (collectively, the “supply”). Purchase Orders shall be signed by Authorized personnel. (List of Authorized Persons available on request)

2. Except in so far as they may be inconsistent with any special instructions or stipulation given, made or expressly accepted by the Buyer in writing in any particular case, the conditions Set out below shall (so far as relevant) apply to this order.

3. The order should be acknowledged within fourteen days of receipt. The acknowledgement will be deemed to be an acceptance of the order. Failure to acknowledge this order may result in cancellation.

4. The Buyer shall not be liable to pay for nor be answerable or responsible for any addition or variations to the order unless the same shall have been authorized in writing by the Buyer.

5. In the event of non-delivery or non-completion by the due date stated in the order or any part thereof the Seller shall be liable for any damages or loss incurred or suffered by the Buyer by reason of non-delivery or non-completion by the due date. The Buyer will, however, grant the Seller a reasonable extension of time if in the opinion of the Seller the completion of the order shall be delayed by any matter whatsoever out with its control (including any act or Omission on the part of the Buyer, any strike Or lockout of workmen) provided that the Seller immediately gives notice in writing to the Buyer and further notifies the Buyer immediately the extent of such delay is known.



6. The Buyer shall be entitled to a right of access at all reasonable times for the purpose of checking progress and carrying out or witnessing tests and/or inspection procedures.

7. Notwithstanding anything done or omitted to be done on the part of the Buyer which would otherwise constitute or be deemed to constitute acceptance of any goods or materials and/or works or services and without prejudice to any other right of the Buyer, if any fault shall occur after the goods and materials have been brought into service or the goods, materials, works or services are not as specified in the order and if notice thereof is given by the Buyer as soon as reasonably practicable, the defective goods and materials shall, if required by the Buyer, be replaced or the defective workmanship made good at the expense of the Seller, at any place directed by the Buyer.

8. Supplier shall provide to Purchaser, in full accordance with the Order schedule and delivery dates, all certification(s) and/or other documentation (e.g.: certificates, quality documentation, declarations of conformity, etc.) concerning the goods and/or services included in the Supply, to the extent required under, and in strict accordance with, the Order and/or applicable laws, rules and regulations. Test Certificates are to be forwarded to the Buyer to arrive in advance of or coincident with the relevant material. Delay in forwarding certificates may result in a delay in payment.

9. An Advice Note quoting the Buyers Order number, full details of the material being forwarded and the method of transport must be attached to or enclosed with all goods delivered and a copy thereof posted to the Buyer at the time of dispatch.

10. All goods and materials must be suitably packed free of charge prior to delivery. If required in writing prior to delivery the Buyer will use its best endeavor to preserve, so far as may be practicable, packaging materials or containers for collection by the Seller which must be effected promptly after written request by the Buyer.



11. The Seller shall not without the Buyers consent in writing sub-contract the whole or part of the order other than for materials or for any part of the equipment where sub-contractors are nominated. Any such nomination shall not relieve the Seller of any of its obligations under this order.

12. Unless agreed in writing by the Buyer the price quoted, with the exception of variable charges, by the Seller for the order will be taken as firm and not subject to variation in any respect.

13. The Buyer reserves the right at any time, by giving the Seller notification in writing, to cancel this order. On such cancellation the Seller shall return to the Buyer all Free Issue and unused consumable materials at the cost of the Buyer.

14. Unless otherwise agreed in writing the Seller shall not be entitled to the use of assistance of any plant or labor from the Buyer in connection with the performance of the order.

15. The Seller shall indemnify and keep indemnified the Buyer against all losses and claims for injuries or damages to any person or property which may arise out of or in consequence of the order and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof in relation thereto.

16. The Seller shall be responsible for the insurance, preservation and safe custody of his own plant equipment and stores.



17. Supplier hereby expressly undertakes, warrants and represents that it will (and will cause all of its directors, employees, representatives, workers, suppliers, and subcontractors to) fully and strictly comply with all applicable laws, rules, regulations and standards including, without limitation, those concerning health & safety and proper business practices. Supplier hereby expressly undertakes, warrants and represents that it has adopted and effectively implements corporate processes, procedures, behaviors and codes of conduct to ensure compliance with all such applicable laws, rules, regulations and standards throughout the entire duration of the Order. It is understood that failure by Supplier to comply, in whole or in part, with this Section shall constitute a material breach of the Order.

18. The Purchase Order shall be construed according to and governed by the Laws of the geographical location of the Howco Group entity issuing the Purchase Order and the parties hereto submit to and prorogate the jurisdiction of the local Courts of Law of that geographical location.