

CNH INDUSTRIAL AMERICA LLC (CNHI)
STANDARD TERMS AND CONDITIONS OF PURCHASE RELATING TO PRODUCTS MANUFACTURED AT THE
(FORMER) MILLER-ST. NAZIANZ PLANT AFTER closing date, 2014

THESE STANDARD TERMS AND CONDITIONS OF PURCHASE ARE INCORPORATED INTO PURCHASER'S ORDER, AND IN ADDITION TO ANY OTHER TERMS CONTAINED IN THE ORDER SHALL EXCLUSIVELY GOVERN PURCHASER'S ORDER. PURCHASER HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SUPPLIER AT ANY TIME IN ANY PROPOSAL, QUOTATION, ACKNOWLEDGEMENT, ACCEPTANCE, INVOICE OR OTHER DOCUMENT IN WHATEVER FORM PRESENTED BY SUPPLIER AND ANY SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SUPPLIER SHALL BE VOID AND SHALL NOT FORM A PART OF THE AGREEMENT BETWEEN THE PARTIES FOR THE SUPPLY OF PRODUCTS UNLESS EXPRESSLY AGREED UPON BY PURCHASER BY INCORPORATION IN THE ORDER.

1. DEFINED TERMS

- 1.1 **Definitions.** The following terms as used in these Standard Terms and Conditions of Purchase ("Standard Terms") shall have the meanings set forth below:
- a. **"Business Day"** means any day of the week, excluding Saturday and Sunday, other than a day which is a public holiday in the United States;
 - b. **"CSCN"** means the CNHI Supplier Communication Network located at <https://cscn.cnh.com/cscn/> as of the time Supplier has access to the Network and has started to use it or is required to start using it, whichever is earlier;
 - c. **"Order"** means the purchase order to which these Standard Terms are attached and/or incorporated by reference issued to Supplier by Purchaser for the purchase of Products, in addition to the delivery schedule separately set forth in a Release;
 - d. **"Party(ies)"** means jointly the Purchaser and Supplier and severally each of them, as the case may be;
 - e. **"Purchaser"** means CNH Industrial America LLC ("CNHI");
 - f. **"Products"** means the product, including all components, raw materials and sub-assemblies thereof supplied by Supplier to Purchaser pursuant to the Order;
 - g. **"Release"** means a delivery schedule issued by Purchaser to Supplier that instructs Supplier to deliver during the firm period a specified quantity of Products to a particular location on a specified date and which lists forecasted Product quantities;
 - h. **"Supplier"** means the party identified on the Order supplying Products to Purchaser.

2. AGREEMENT FOR SUPPLY OF PRODUCTS

- 2.1 **Terms and Conditions of Agreement.** Purchaser's Order constitutes Purchaser's offer to Supplier to purchase Products, and is not, nor shall the Order be construed to be an acceptance of any offer of Supplier, notwithstanding any of Supplier's documentation to the contrary. Supplier's acceptance of the Order occurs upon the earlier of (a) Supplier's written acceptance of the Order, (b) Supplier's commencement of any work related to the supply of Products or (c) Supplier's full or partial delivery of Products. Supplier's acceptance of the Order is expressly limited to these Standard Terms and any additional terms contained in the Order. Supplier agrees to supply Products in accordance with these Standard Terms, including any additional terms stated in the Order, which constitute the entire agreement between the Parties for the supply of Products and supersedes any prior or contemporaneous negotiations or agreement related thereto. Supplier acknowledges having access to these Standard Terms, including all terms incorporated herein by reference, whether located at a referenced website or otherwise.

3. NATURE OF CONTRACT

- 3.1 **Product Planning.** This is not a requirements contract and except for firm Product quantities ordered by Purchaser, Purchaser shall have no obligation to purchase any specific quantity or volume of any Product. To assist Supplier in its planning, but without binding Purchaser in any manner, Purchaser may deliver Product forecasts or planning schedules to Supplier. All such forecasts, planning schedules or similar information provided by Purchaser are for planning purposes only and shall not create nor imply a firm or binding obligation of Purchaser to purchase any of the forecasted, planned or projected Product volumes. Purchaser is under no obligation to purchase Products exclusively from Supplier.

4. NATURE OF PRODUCT ORDERS

- 4.1 Firm Product Orders. The firm Product quantities ordered by Purchaser and the purchase commitment of Purchaser related thereto are as set forth in Purchaser's order process. The required firm Product quantities and corresponding delivery dates are binding on both Parties.
- 4.2 Emergency Product Orders. Purchaser may also require Supplier to deliver Products on an emergency basis and Supplier shall use its best efforts to fill any emergency delivery request per the requirements of Section 5.3.

5. SHIPPING AND PACKAGING

- 5.1 This section omitted.
- 5.2 This section omitted.
- 5.3 Emergency Deliveries. Within forty-eight (48) hours of receiving a request for an emergency Product delivery outside the delivery requirements specified in a Release, Supplier shall make the requested Products ready for shipment. Immediately upon receipt of Purchaser's request, Supplier shall notify Purchaser's Logistics Agent, if any, of the emergency request, at which time Supplier and the Logistics Agent shall determine the most expeditious and economical means of delivering the Products. If the Logistics Agent requests that Supplier ship the Products, Supplier agrees to do so and Purchaser shall reimburse Supplier for the actual transportation costs. If the Logistics Agent handles the transportation, Supplier shall follow the instructions of the Logistics Agent. If Supplier is unable to fill Purchaser's request for an emergency Product delivery within forty-eight (48) hours of receipt of the emergency request, Supplier shall immediately upon receipt of Purchaser's request notify Purchaser in writing and provide a projected date and time when the request can be filled.
- 5.4 This section omitted.
- 5.5 Changes Requested by Purchaser. Purchaser may at any time specify a change in the method of packaging or shipping or the place of delivery of Products. If such change impacts the actual costs or timing of delivery, Supplier shall substantiate in writing the impact and Purchaser and Supplier shall confer on any necessary adjustment to the delivery schedule or charges to be added to the price of the Products.
- 5.6 Bill of Lading. Supplier shall obtain a straight bill of lading from the transport carrier and shall retain the original bill of lading for three (3) years from the date of shipment.
- 5.7 This section omitted.

6. DELIVERY

- 6.1 Delivery Date and Time. The delivery date or dates set forth in the Order for firm Product quantities ("firm delivery date") shall be binding on Supplier. The delivery time is of the essence. Purchaser from time to time and with reasonable notice to Supplier may change or temporarily suspend delivery schedules specified in the Order.
- 6.2 Early Shipments. Purchaser is under no obligation to accept any shipment of Products arriving prior to the firm delivery date stated in the Order or any partial shipment of Products, and Purchaser may at its option either (a) return an early or partial shipment at Supplier's cost or (b) accept such early or partial shipment and re-calculate the payment due date based on the later of the scheduled delivery date and the date the correct quantity of Products are delivered.
- 6.3 Excess Quantity. Purchaser is under no obligation to accept Products in excess of the firm quantity stated in the Order, and Purchaser has the right to reject any excess quantities, in which case Purchaser may at its option either (a) return the excess Products to Supplier at Supplier's expense, or (b) place the excess quantity into storage at Supplier's cost, including all handling and associated fees.
- 6.4 Failure to Meet Delivery Date. If Supplier fails to make Products available for shipment in accordance with a firm delivery date specified in the Order, Supplier shall within no less than three (3) Business Days notify the material supply contact for Purchaser referenced on the Order, or in the absence of such contact, otherwise give Purchaser written notice of Supplier's inability to make the Products available timely, and at the Purchaser's discretion, the Parties shall confer with the objective of developing a solution to Supplier's inability to meet these requirements. This conference shall be made in an attempt to mitigate the damage caused to Purchaser, and shall not constitute a waiver of any right or remedy available to Purchaser due to Supplier's failure to meet the delivery date requirements specified by Purchaser. If Supplier is in delay of the delivery of any Products, or interrupts the continued supply of Products to Purchaser, in addition to any other remedy available to Purchaser under these Standard Terms or by operation of law, Supplier shall reimburse Purchaser (and Purchaser may charge back to Supplier) and Supplier shall indemnify and hold harmless the Purchaser from and against all costs and damages arising from or consequent to such delay, including, but not limited to that associated with the disruption of any manufacturing activities at Purchaser's plants and facilities.

7. PRICES AND PAYMENT TERMS

- 7.1 Price. The price for Products shall be as stated in the Order. All prices are firm, and no change in price or additional charges shall be effective unless first approved by Purchaser, which approval will be evidenced by Purchaser placing an amended Order

reflecting the price change or additional charges. The effective date of the price change shall be the date indicated on the amended Order, and the amended price shall only apply to Orders issued after the effective date of the price change. Any request for a change in the price for Products shall be submitted to Purchaser's Purchasing organization, and Purchaser shall have a minimum of ninety (90) days from the date of Purchaser's confirmation of receipt of Supplier's request to engage with Supplier in a collaborative review of the price change request on a non-obligatory basis. The material price for current model production Products shall be the same for spare or service aftermarket Products (i.e. Products to be sold as repair or spare parts).

- 7.2 Taxes. Supplier shall collect from Purchaser, shall be responsible for and shall remit to the appropriate government agency all domestic and foreign, state and local sales, use or ad valorem taxes (collectively referred to as "Taxes") due with respect of the purchase or sale of Products. If Purchaser qualifies for an exemption from Taxes or a reduced rate of Taxes, then no Taxes or the reduced amount of Taxes, whichever the case, shall be collected. In addition, in jurisdictions in which Purchaser holds a direct payment permit with respect to Taxes or is permitted or required to self-assess or remit any Taxes, Purchaser may supply a copy of the permit to Supplier and no Taxes will be collected by Supplier on the purchase of Products.
- 7.3 Payment Terms. Unless otherwise stated in the Order, Purchaser will pay for Products within ninety (90) days of the later of (a) Purchaser's receipt of an invoice from Supplier for such Products; and (b) receipt of the Products. In no event shall Purchaser be required to pay late fees or interest on any invoices.
- 7.4 Supplier's Invoice. All invoices and payments shall be in the currency stated in the Order. Supplier's invoice shall reference the applicable Order and Release number, the Product number(s), quantity of each Product, the total price per Product, and the total price billed less any applicable discount and any other information reasonably requested by Purchaser, and shall comply with the requirements of Section 15 as may be applicable. Supplier agrees to deliver to Purchaser a separate invoice for each Order and Release. Supplier shall not invoice for any amount above the Product price stated on the Order, and Purchaser shall have no liability whatsoever to Supplier for any amount invoiced in excess of the Order price.
- 7.5 Offset. If Supplier owes Purchaser any sum of money which is past due, Purchaser may offset such amount against any sum of money Purchaser owes to Supplier.
- 7.6 Cost Savings. Purchaser and Supplier shall use commercially reasonable efforts to implement cost savings and productivity improvements to reduce Supplier's costs.

8. PRODUCT SPECIFICATIONS, CHANGES AND QUALITY

- 8.1 Specifications. Products shall be manufactured by Supplier pursuant to the quality and technical specifications, drawings and bills of material approved by Purchaser and provided to Supplier, all of which may be amended from time to time only with the proper written approval of Purchaser.
- 8.2 Changes Requested by Purchaser. At any time Purchaser may request that Supplier implement changes to a Product or Supplier's manufacturing processes related to a Product. Within thirty (30) days of receipt of such a request, Supplier shall notify Purchaser in writing of any resulting projected price increase or decrease. Any price decrease shall automatically become effective upon implementation of the change to the Product or process. Any price increase must be directly related to increased costs to Supplier caused by the design or process change. Purchaser must approve in writing any price increase before the change is implemented. If Supplier fails to so notify Purchaser of a projected price increase arising from the change, the price of the affected Product shall not be increased as a result of the change. The Parties shall negotiate in good faith regarding the time period in which a change will be implemented; provided, however, if a modification relates to a safety issue then Supplier agrees to implement the requested change as quickly as possible.
- 8.3 Changes Requested by Supplier. At any time Supplier may request permission from Purchaser to implement a change to a Product or process. Supplier shall provide Purchaser with a minimum of ninety (90) days to review and, Purchaser may at its sole discretion, accept or reject the requested change. Any change in a Product or process and any resulting projected price increase must be approved in writing by Purchaser prior to implementation. Any approved modification to a Product or process under Section 8.2, this Section 8.3 or Section 10.5 may require Supplier to re-qualify the Product at Supplier's expense to assure it complies with the quality and technical specifications of Purchaser.
- 8.4 Updated Information. If any changes are made to Products, Supplier shall promptly deliver to Purchaser, at Supplier's expense, copies of all updated drawings, blueprints and documentation reflecting the changes.
- 8.5 Quality Standards. Supplier must meet the quality criteria set forth by Purchaser.
- 8.6 Compliance with Laws and Regulations. Supplier covenants that the Products comply with all applicable federal, state, provincial, and local laws and regulations, including without limitation, OSHA (Occupational Safety and Health Act) codified at 29 CFR 1910.1200, and all safety, environmental, domestic content and other legal requirements applicable to the Products. Supplier agrees to abide by Executive Order 13496 and its implementing regulations at 29 CFR Part 471 Appendix A to Subpart A.

Supplier further certifies that in accordance with the California Transparency in Supply Chains Act of 2010 (Section 1714.43 of the California Civil Code and Section 19547.5 of the California Revenue and Taxation Code), Products are manufactured or assembled without the use of forced labor, and that Supplier has taken appropriate steps to ensure that Supplier and any subcontractors involved in the manufacture or assembly of Products do not engage in slavery and human trafficking.

Supplier shall, no later than 30 days following each calendar year in which Supplier has delivered any goods to Purchaser, under these Terms and Conditions or otherwise, complete and provide to Purchaser a single and comprehensive Conflict Minerals Reporting Template, using the form found online with Purchaser's website. Supplier shall perform appropriate due diligence on its supply chain in order to fulfill the reporting obligations of this Section.

Supplier, contractor and/or subcontractor shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, 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, national origin, protected veteran status or disability.

9. AVAILABILITY OF PRODUCTS/SPARE PARTS

- 9.1 Spare Parts Pricing. For a period of three (3) years following the last date of original equipment production, Supplier shall continue to supply Products ordered by Purchaser for servicing purposes at the same price in effect on the date which Purchaser issued the last Order for production Products. Following the three (3) year period, the Parties shall agree upon the Product price to be applied on the basis of the last production price. Any price increase based on recovery of Supplier's incremental costs must be evaluated on an "open book basis" and Supplier shall substantiate in writing any increase in its incremental costs.
- 9.2 Product Availability. Other than as production components to be incorporated in the equipment manufactured by Purchaser, Supplier shall sell to Purchaser Products as spare parts for servicing purposes in accordance with Orders issued by Purchaser's Parts and Services department. Subject to any longer term specified in the Order, Supplier shall make Products available to Purchaser as spare parts for servicing purposes for a period of time no less than ten (10) years after the last date of original equipment production. Supplier also agrees to make discontinued Products available for sale to Purchaser for a period of time no less than ten (10) years from the date of discontinuance unless Supplier is producing a substituted item that can replace the discontinued version. The price for discontinued Products and Product substitutes shall not exceed the lowest price then offered by Supplier to a third party or, if none exists, then the price shall be the fair market value, but in no event shall the price of a discontinued Product increase by more than two percent (2%) per year from the time that such Product was discontinued.
- 9.3 Supplier Resources. Supplier shall at all times ensure that it has all equipment, facilities and inventory necessary to manufacture and sell to Purchaser the Products as contemplated by any Order. Supplier agrees not to manufacture, distribute or sell the Products or any item similar to the Products to any third party, other than CNH Industrial America LLC or its affiliated companies, who distributes, manufactures or sells agricultural or construction equipment.

10. PRODUCT ACCEPTANCE

- 10.1 Acceptance. Purchaser shall not be deemed to have accepted any Product until such Product has been received by Purchaser's manufacturing or other designated facility to which such Products are delivered and the Purchaser has had reasonable time to inspect the Products or, in case of a latent defect in the Products, until a reasonable time after the latent defect has become, or should have become apparent to Purchaser; provided, however, that Purchaser's inspection or failure to inspect Products, acceptance of Products, payment or use of Products shall not relieve Supplier of its obligations under these Standard Terms.
- 10.2 Non-Conforming Products. If any Products delivered to the Purchaser do not comply with Section 8 above, or otherwise do not conform to the provisions of these Standard Terms or the Order, Purchaser shall have the right, at its discretion, to (a) obtain from Supplier, free of charge, the replacement of such Products and/or the whole manufacturing batch to which they belong, in accordance with Purchaser's Product return and replacement procedures, (b) reject such Products, without replacing them, and require Supplier to repay the price of such rejected Products in full, subject to Purchaser's set-off right in Section 7.5, or (c) repair such Products, at Supplier's risk and cost, subject to Purchaser's set-off right in Section 7.5. These Standard Terms shall apply to any repaired or replaced Products.
- 10.3 Damages. In addition to the remedies under Section 10.2, and to any additional rights and remedies available to Purchaser hereunder or under applicable law, Purchaser shall have the right to claim damages for any costs, expenses or losses resulting from the non-conforming Products, including but not limited to (a) the cost for repairing the non-conforming Products, and (b) any costs, expenses and damages arising from or consequent to the disruption of Purchaser's manufacturing process if the Product defect is discovered when the Products are already installed or are in the process of being installed on products manufactured by the Purchaser. Purchaser may debit Supplier any damages referenced in this Section 10.3 pursuant to Purchaser's right to set-off in Section 7.5.
- 10.4 Supplier's Right to Non-Conforming Products. Upon Supplier's request, Purchaser shall maintain, for a period of two (2) weeks up to a maximum of three (3) weeks starting from its replacement or rejection, and make available to Supplier (at Supplier's cost

and expense) any rejected Product. At the expiration of this period Purchaser may scrap such rejected Products not collected by Supplier and charge the scrapping costs to Supplier.

- 10.5 Corrective Actions by Supplier. Upon notice from Purchaser (including notice direct from any of Purchaser's plants) of a non-conforming or defective Product, Supplier shall (a) promptly inform Purchaser (and directly the affected Purchaser's plant) of the likely causes for such non-conformance or defect, and of the corrective actions identified to remedy such non-conformity and/or defect), and shall identify the particular Products affected (by serial number or other means), (b) without delay, but subject to advance written approval of Purchaser, introduce into its own manufacturing processes appropriate remedial actions, in accordance with any reasonable instructions Purchaser may issue; and (c) implement, in accordance with Purchaser, a control plan to verify and confirm the effectiveness of such remedial actions.

11. PRODUCT WARRANTY

- 11.1 Product Warranty Scope and Length of Time. Supplier warrants to Purchaser and its affiliated companies and their dealers and retail customers that Products will (a) be of merchantable quality and fit for the particular purpose for which they are intended, (b) be free from any defects in design, material and workmanship, (c) conform to the specifications, quality standards and other applicable standards provided by Purchaser to Supplier and (d) comply with all applicable governmental, federal, state, provincial and local laws and regulations (including, but not limited to safety and environmental) and other legal requirements for a warranty period expiring twenty-four (24) months from delivery of the Product (or the equipment in which the Product is installed) to the end-use retail customer. Supplier also separately warrants that the Products shall be of good and clear title which warranty shall not be subject to expiration.
- 11.2 Payment of Warranty Costs. Supplier shall reimburse Purchaser for warranty costs incurred by Purchaser as a result of the breach of any warranty set forth in Section 11.1 in accordance with Purchaser's payment procedures which costs shall include the following: (a) all labor incurred in repairing and replacing Products at the then current labor rate charged by Purchaser or the applicable dealer, (b) all replacement Products and other parts damaged by the defective Product at two times the then current invoice price of the Products in lieu of costs reimbursed by CNHI to its dealers, (c) all transportation, freight, handling, travel, time, and related expenses, and (d) all other costs or damages in addition to that referenced in (a)-(c) resulting from failure of the Product.
- 11.3 Corrective Action by Supplier. Supplier shall provide to Purchaser a corrective action plan for Products that experience warranty failure in accordance with the requirements set forth in Section 10.5 of these Standard Terms, which must be approved in writing by Purchaser before being implemented by Supplier. To facilitate determination of an appropriate corrective action plan, Purchaser may provide returned defective Products to Supplier.
- 11.4 Product Improvement Plan Costs and Reimbursement Rates. Supplier agrees to pay the costs forecasted and reimburse amounts paid by Purchaser if Purchaser identifies a defect in Products attributable to a breach of any warranty set forth in Section 11.1, the Supplier's design, workmanship, materials or manufacture of the Products or the adequacy of warnings or instructions, which in the opinion of Purchaser requires that all Products be repaired or replaced or that other corrective action be taken. Supplier will be responsible for such defects and for the fees and expenses to remedy the defect as long as the defect was not caused solely by the negligence or wrongful acts of Purchaser, their authorized dealers or customers as Supplier can substantiate with empirical data from testing results that are accurate to a reasonable degree of scientific certainty. Liability shall be inclusive of the material cost, labor cost, miscellaneous and out-of-pocket costs incurred by Purchaser, return Product freight and travel expense and all other costs and damages incurred by Purchaser.

12. INTELLECTUAL PROPERTY AND PRODUCT INDEMNITY

- 12.1 Patent Infringement and Indemnity. Except for Products manufactured in conformance with Purchaser's design specifications, Supplier warrants that the sale or use of Products shall not infringe or contribute to the infringement of any patent, copyright, trade secret, trademark or any other intellectual property right of a third party. Supplier agrees to defend, indemnify and hold harmless Purchaser, including its affiliates, subsidiaries, parent company, dealers and all of their respective directors, officers, employees and agents and its retail customers from and against any and all claims, losses, demands, liabilities, obligations and expenses (including, without limitation, reasonable legal and other fees) arising from or related to any claim or action based on a claim that the Products infringe any patents, trademarks, copyrights, trade secrets, or other intellectual property of a third party. In the event use of any Product or any component thereof is enjoined, Supplier shall promptly, at Supplier's option: (a) procure for or on behalf of Purchaser, at no expense to Purchaser, the right to continue using the Product or affected component thereof, (b) replace the infringing product, at no expense to Purchaser, with a non-infringing equivalent component, of equal performance and quality; or (c) modify the infringing item so that it is non-infringing at no expense to Purchaser.
- 12.2 Product Indemnity. Supplier agrees to defend, indemnify, and hold harmless Purchaser, including its affiliates, subsidiaries, parent company, dealers and all of their respective directors, officers, employees and agents and its retail customers from and against any and all claims, demands, settlements, judgments, legal action, costs, losses, liabilities, damages, expenses and fees (including reasonable legal costs and attorney's fees) arising from any claims brought by third parties, actually or allegedly resulting from the Products supplied, manufactured, or distributed by Supplier, and/or actually or allegedly arising out of the acts or omissions of Supplier, its employees or agents, including but not limited to breach of warranty (express or implied), negligent design, negligent manufacture, strict liability, product liability, the use of defective material(s), poor workmanship, lack of conformity to the applicable industry standards/practices, lack of conformity to quality specifications and technical specifications

referenced in these Standard Terms and/or provided to Supplier by Purchaser, and the adequacy of warnings or instructions or lack thereof.

- 12.3 Nature of Intellectual Property. Each party acknowledges that except as expressly provided in this Agreement or any of the Territory Specific Agreements, no title to, or ownership of, the Intellectual Property owned and used by the other party in connection with designing, manufacturing, or sale and distribution of the Products is transferred to each such party by entering into this Agreement. CNHI acknowledges that Supplier and its Affiliate, as the case may be, retains and has the sole ownership interest, benefits, and rights in and to all Intellectual Property relating to the Products, Improvements, New Models, and New Products, to the extent Supplier or such Affiliate owns any such Intellectual Property prior to the delivery thereof with the exception of the following: (a) the parties acknowledge that during the term of this Agreement, Supplier or any of its Affiliates, will provide CNHI with the original supplier's Bill of Materials, component specifications, performance specifications, test specifications and engineering drawings for any parts identified as potential or existing remanufactured product. These BOMs and specifications would be identified for exclusive use within the CNHI Remanufacturing business, (b) the parties acknowledge that during the term of this Agreement, Supplier or any of its Affiliates, will provide CNHI with Bill of Materials and component specifications on OEM assemblies which contain standard hardware or components defined by ISO standard groups and are not proprietary designs of the Supplier, (c) the parties acknowledge that during the term of this Agreement, Supplier or any of its Affiliates, will provide CNHI with component listings and suppliers part numbers of wear or maintenance items, allowing CNHI the choice of going directly to the supplier, or the ability to rationalize with an equivalent component within the CNHI system without monetary penalties. All items proprietary to Supplier would be excluded, (d) the parties acknowledge that during the term of this Agreement, Supplier, or any of its Affiliates, will provide CNHI with Supplier drawings and material specifications for parts that CNHI needs to continue to sell for service only requirements, but Supplier has discontinued selling to CNHI for any reason. CNHI will use these drawings to obtain quotes from alternate sources in order to maintain service and support to CNHI's customer base. CNHI will source these parts at its own expense, and assume warranty responsibility without any monetary penalties to Supplier.

13. INDEMNITY PROCEDURES AND INSURANCE

- 13.1 Indemnification Procedures. If a legal proceeding is threatened or instituted or any claim or demand asserted by any person in respect to which Purchaser (as defined in Section 12) may be entitled to indemnification under the provisions of these Standard Terms, Purchaser may provide notice of such claim to Supplier and Supplier shall defend Purchaser against such claim, demand or legal proceeding at Supplier's sole expense. Purchaser may participate in any such defense with counsel of its choice and at its own expense. Supplier may not settle or otherwise resolve any such claim, demand or legal proceeding without the prior written consent of Purchaser unless such settlement or other resolution explicitly and irrevocably provides that Purchaser shall have no liability for the matters giving rise to the claim, demand or legal proceeding and fully and unconditionally releases Purchaser from any liability with respect to such matters. If in the judgment of Purchaser, Supplier fails to provide a reasonable and timely defense of Purchaser against such claim, demand or legal proceeding, Purchaser may undertake its own defense and Supplier shall be responsible for the costs and results thereof. If Purchaser undertakes its own defense, it may negotiate, settle or otherwise resolve any such claim, demand or legal proceeding without the consent of Supplier. Any indemnification provided under these Standard Terms shall include without limitation, reasonable legal and other expenses.

13.2 Insurance.

- a. **Certification of Insurance.** Supplier shall deliver to Purchaser a Certificate of Insurance satisfactory to Purchaser evidencing Commercial General Liability (including Products and Property Damage Liability) Insurance with minimum liability limits of \$5,000,000 per person, \$5,000,000 per occurrence for bodily injury, including death, and per occurrence for property damage. The insurance policy shall provide at least thirty (30) day's prior written notice to Purchaser of cancellation, lapse, expiration, or increase in deductible amounts. Supplier must maintain the foregoing insurance coverage for as long as Supplier sells Products to Purchaser under the Order.
- b. **Endorsements.** The Certificate of Insurance shall evidence policy provisions (a) providing co-extensive coverage for the indemnification obligations of Supplier under these Standard Terms and (b) granting Purchaser a direct right of action against the policy provider for liability and defense costs.

14. PURCHASER'S PROPERTY

- 14.1 Drawings, Specifications, and Technical Information. Drawings, specifications, photographs and other engineering and manufacturing information supplied by, or paid for in whole or in part by Purchaser in connection with the supply of Products shall remain Purchaser's property, shall be treated as Confidential Information (as defined below in Section 17), and shall be returned to Purchaser upon completion of the Order or upon Purchaser's demand. Unless otherwise provided in the Order or otherwise agreed to in writing by Purchaser, no right or license is granted under the Order to use Purchaser's property other than as required to perform Supplier's obligations under the Order. Any information that Supplier may disclose to Purchaser with respect to the design, manufacture, sale or use of the Products, including, but not limited to drawings shall be deemed to have been disclosed as part of the consideration for the Order and Supplier shall not assert any claim (other than a claim for patent infringement) against Purchaser for Purchaser's use thereof.

- 14.2 Trademarks. Supplier agrees not to use "CNHI", "New Holland", "Fiatallis", "J.I. Case", "Case IH", "Case International", "Case", "Harvester", or "International Harvester", "Miller", "Nitro", "Condor" or any other trademark, service mark, or trade name of Purchaser or its affiliated companies in connection with Supplier's business except as specifically approved in writing by Purchaser. Such approval is not required where items containing such marks or names are furnished by Purchaser.

14.3 Tooling.

- a. **Definition of Tooling.** The term "Tooling" includes, but is not limited to all prototype and production tools, dies, fixtures and secondary fixtures, jigs, inspection gauges, molds, master models, returnable racks, electronic data, patterns and software supplied by Purchaser or otherwise paid for by Purchaser, in whole or in part, and includes all repairs, modifications and refurbishments to the Tooling and any related drawings.
- b. **Ownership of Tooling.** Purchaser shall be the exclusive owner of Tooling. Supplier has no property or other rights in the Tooling. Supplier waives any rights to file liens against the Tooling or otherwise assert any ownership rights against the Tooling for work done on the Tooling or otherwise. Supplier shall execute and deliver all documents requested by Purchaser to protect and maintain Purchaser's ownership interest.
- c. **Supplier's Responsibility of Tooling.** Supplier shall (a) properly maintain, service and care for Tooling (normal wear and tear excepted) at Supplier's expense in such a manner as to support production of Products, (b) be liable for all risk of loss and/or damage to Tooling to the extent caused by Supplier's negligence or failure to maintain the Tooling and the value of the Tooling shall be included in Supplier's insurance, (c) not permit to exist any security interest, lien or other encumbrance on the Tooling, (d) use Tooling only in the production of Products for Purchaser, unless otherwise pre-approved in writing by Purchaser, (e) mark and identify all Tooling "CNHI Owned Tooling" with an indestructible mark and Supplier shall not remove such marks, (f) prepare or have a third party prepare and provide to Purchaser, in electronic format unless otherwise specified by Purchaser, photographs and drawings of the Tooling prior to using the Tooling for Purchaser's Initial Sample Report, (g) return Tooling to Purchaser upon demand by Purchaser in the same condition as it was delivered to Supplier, reasonable wear and tear excepted, with Purchaser bearing the expense of the return shipment and (h) not destroy or scrap any Tooling without the prior written consent of Purchaser. The fees charged to Purchaser by Supplier for preparing and packaging Tooling for return shipment shall be commercially reasonable and consistent with industry standards.
- d. **Inspection.** Purchaser shall have the right to inspect Tooling at Supplier's premises during normal working hours with prior notice to Supplier.
- e. **Relocation of Tooling.** Supplier must obtain Purchaser's prior written consent before moving the Tooling to another location of the Supplier or a third party. Purchaser's prior consent will not be required, however, when the Supplier must relocate the Tooling in the case of an emergency, in which case Supplier shall within forty-eight (48) hours notify Purchaser in writing of the new location of the Tooling.
- f. **Option to Purchase Supplier-Owned Tooling.** Supplier shall grant Purchaser an exclusive, irrevocable option to purchase tooling or equipment owned by Supplier (for which Purchaser has made no payment, in whole or in part) if such tooling or equipment is used exclusively by Supplier for Purchaser's Products, in the amount that is the lesser of the Supplier's actual

cost and the then current fair market value of the tooling or equipment. Prior to Purchaser exercising the option, Supplier will provide Purchaser with substantiation of the actual cost of the tooling or equipment.

15. INTERNATIONAL TRADE COMPLIANCE

15.1 International Trade Compliance Requirements. Supplier shall comply with international trade laws and Supplier Import Guide. In addition to, and without limiting the foregoing, Supplier shall comply with the following:

15.2 Import Requirements.

a. **Markings.** To assist Purchaser, and/or any Logistics Agent in complying with applicable United States customs laws and the laws of the country to which the Products are being shipped (the "Country of Destination"), Supplier agrees that it shall legibly, indelibly, conspicuously and permanently mark in English or cause to be marked in compliance with applicable laws, all Products sold to Purchaser and otherwise comply with the requirements of the Supplier Import Guide referenced in Section 15.1.

b. **Certificates of Origin.** At the time of Supplier's acceptance of the Order, and thereafter as reasonably requested by Purchaser, Supplier shall promptly provide applicable Certificates of Origin for all the Products, including a NAFTA Certificate of Origin. The country of origin will be correctly stated and in the event the country of origin of such Products changes during the term of the Order, Supplier will provide Purchaser with written notice of such proposed change not less than thirty (30) days prior to the implementation of such proposed change. Without limiting the foregoing, Products shall be manufactured by Supplier at Supplier's facilities or otherwise sourced from facilities, the location of which shall be confirmed in writing to Purchaser. In the event supplier proposes to manufacture or otherwise source the Products from another location, it will provide Purchaser with written notice of the proposed change not less than thirty (30) days prior to the effective date of such change and shall identify the new location, the reason for the change, and confirm the applicability of these Standard Terms.

c. **Product Packaging.** Supplier shall package the Products in a uniform manner, using marks on the packages that correspond to the invoice and packing lists. Supplier shall provide a wood packaging material (WPM) certification in compliance with the Supplier Import Guide referenced in Section 15.1. Supplier shall provide a MSDS (Material Safety Data Sheet) for any Product or packaging material, article or substance that contains a hazardous substance as defined by OSHA (Occupational Safety and Hazardous Act). Supplier shall package and ship Products in compliance with all applicable laws.

d. **Invoice.** Supplier shall prepare a commercial invoice in accordance with the requirements stated in the Supplier Import Guide referenced in Section 15.1.

e. **Drawback Rights.** Supplier shall assign all drawback rights to Purchaser on any import duties paid by Supplier with respect to the Products and provide all necessary documentation that may be reasonably requested by Purchaser regarding duties paid.

f. **Importer Security Filing ("ISF").** Supplier shall comply with the ISF requirements in the Supplier Import Guide referenced in Section 15.1.

15.3 Classification. Supplier shall provide or cause to be provided to Purchaser's designated internal trade personnel such engineering and other information as may be necessary to properly classify the Products for import and export regulation purposes. Such information may include, without limitation, product specifications, blue prints, drawings, and bills of materials.

15.4 Export Classification Information. Supplier acknowledges that Purchaser may incorporate the Products into whole goods manufactured in the U.S. and other countries and that Purchaser may distribute the Products as spare and replacement parts through its worldwide distribution system. At the time of Supplier's acceptance of the Order and thereafter as reasonably requested by Purchaser, Supplier shall provide Purchaser a schedule accurately setting forth the U.S. Export Control Classification Number of any of the Products which is controlled under the U.S. Department of Commerce, Bureau of Industry and Security, Commodity Control List and further designating those Products, if any, that are included in the U.S. Munitions List. Supplier represents and warrants that any of the Products not listed on the schedule are classified "EAR99" and not controlled for U.S. export or re-export purposes (except to U.S. embargoed destinations or to blocked parties).

15.5 Customs Trade Partnership Against Terrorism ("C-TPAT") Compliance. In partnership with U.S. Customs and Border Protection ("CBP"), Purchaser is Customs-Trade Partnership Against Terrorism (C-TPAT) validated. Supplier shall at all times comply with at least the minimum security requirements set forth under C-TPAT. The most current security criteria and information can be found at the CBP website: http://www.customs.gov/xp/cgov/trade/cargo_security. In particular, Supplier agrees to review the C-TPAT requirements for foreign manufacturers and maintain a written plan for security procedures in accordance with the recommendations of CBP set forth at www.customs.gov ("Security Plan"). Upon request of Purchaser, Supplier shall certify to Purchaser in writing that it (a) maintains C-TPAT membership by providing its US Customs SVI #, or (b) completes Purchaser's C-TPAT questionnaire, or (c) provides evidence of participation in a government-sponsored security program with which CBP has a Mutual Recognition Arrangement. Supplier agrees to use commercially reasonable efforts to ensure that its subcontractors implement C-TPAT requirements. Supplier shall make its facility available for inspection by Purchaser to review Supplier's compliance with C-TPAT requirements and Supplier's Security Plan. Each Party shall bear its

own costs in relation to such inspection and review. All other costs associated with development and implementation of Supplier's Security Plan and C-TPAT compliance shall be borne by the Supplier.

15.6 Reserved.

15.7 Confidential Information. All information provided to Purchaser by Supplier or others pursuant to this Section 15 that is identified and legibly marked by Supplier as "confidential" will be treated as strictly confidential and shall only be provided to Purchaser's personnel with a need to have or utilize such information. Purchaser agrees that such information will only be used in connection with complying with applicable international trade laws. In the event such information is requested or compelled to be produced by a subpoena, court order, or competent government agency, Purchaser will provide prompt notice to Supplier and use reasonable best efforts to obtain confidential business information status for the requested confidential information.

15.8 Company Policies. Supplier has reviewed and agrees to comply with Purchaser's "Business Conduct Policies" as the same may be modified from time to time.

15.9 Indemnity. Supplier shall indemnify, defend and hold harmless Purchaser, including its affiliates, subsidiaries and parent company and their respective officers, directors and employees of and from any and all damages, fines, penalties, and other liabilities (including attorneys' fees and costs) arising out of or in connection with Supplier's failure to comply with the terms and conditions of this Section 15.

15.10 Non-Waiver or Modification. Notwithstanding anything to the contrary contained herein, this Section 15 may not be deleted, amended or otherwise modified without the prior written consent of the CNHI General Counsel, North America or his/her designee.

16. TERMINATION

16.1 Termination without Cause. Purchaser may terminate the Order, in whole or in part, without cause at any time upon thirty (30) days advance written notice to Supplier. In the event of Purchaser's termination under this Section 16.1, Purchaser's sole liability shall be limited to any outstanding payment as of the date of Purchaser's termination notice for (a) finished Products completed by Supplier in accordance with the firm Product quantities set forth in a Release and that fully conform to the requirements of these Standard Terms and the Order and (b) any raw materials that remain in Supplier's inventory that were purchased by Supplier in accordance with the firm Product quantities set forth in a Release at a price to be negotiated in good faith between the Parties (less, if applicable, any quantity of raw material that can be used by Supplier in the production of other products).

16.2 Termination for Cause. Upon the occurrence of any of the following events, and upon written notice to Supplier, Purchaser may terminate the Order, in whole or in part, without liability to Supplier except for payment due for Products delivered to and accepted by Purchaser that fully conform to the requirements of these Standard Terms and the Order, and Purchaser shall be entitled to all rights and remedies provided under these Standard Terms and applicable law: (a) Supplier defaults on or fails to conform to the requirements of these Standard Terms or the Order; (b) Supplier becomes insolvent or voluntarily commences any proceeding or files any petition under any bankruptcy law, or seeks reorganization or the appointment of a receiver, trustee, custodian, conservator or liquidator for itself or an involuntary bankruptcy proceeding or petition is filed against Supplier under any bankruptcy law; (c) Supplier experiences a change in control meaning a sale through one or more transactions of substantially all of the assets of Supplier or the acquisition through one or more transactions of more than fifty percent (50%) of the voting stock of Supplier; (d) Supplier has a material adverse change in its financial condition as reflected in its monthly quarterly or annual financial statements, or (e) Supplier repudiates or takes any action evidencing its intent not to perform the Order (including threatening non-delivery of Products).

16.3 Supplier Termination. Supplier may terminate the Order, in whole or in part, without cause upon a one (1) year advance written notice to Purchaser; provided, however, that if Purchaser cannot re-source its entire Product supply within the one (1) year notice period despite Purchaser's use of commercially reasonable efforts, Supplier shall continue to supply the affected Products to Purchaser for a reasonable period of time thereafter not to exceed one (1) additional year at the prices in effect at the time of Supplier's termination notice.

16.4 Supplier's Obligation on Expiration or Termination. Upon the expiration or termination of the Order, Supplier shall (a) cooperate with Purchaser to help avoid disruptions while the production of Products is resourced to another Supplier, (b) transfer title and possession of any undelivered Products, supplier-owned tooling, work-in-process and raw materials that Purchaser has agreed to acquire from Supplier and return Tooling and all other property of Purchaser, and (c) cease all work under the terminated Order unless otherwise directed by Purchaser.

16.5 Performance during Termination Notice Period. For the avoidance of doubt, the Parties are required to perform their respective obligations under these Standard Terms and the Order throughout a termination notice period.

17. CONFIDENTIALITY

- 17.1 **Confidential Information.** "Confidential Information" means, to the extent not a Trade Secret (as defined below), information, including but not limited to conceptions, innovations, inventions, designs, manufacturing processes, mask works, software, ideas, data, production schedules and/or quantities, pricing information, financial information, specifications, marketing plans, business strategy, customer information and other technology, whether or not patentable, copyrightable, or susceptible to any other form of protection, which is provided by Purchaser to Supplier, except for information which: (a) Supplier can show by contemporaneous written records was rightfully in the possession of Supplier prior to the date of the disclosure; (b) was in the public domain prior to the date of the disclosure; (c) becomes part of the public domain by publication or by any other means except an unauthorized act or omission by Supplier; or (d) is supplied to Supplier without restriction by a third party who is under no obligation to Purchaser to maintain such information in confidence.
- 17.2 **Nondisclosure.** Unless Purchaser otherwise agrees in writing, or as required hereunder, Supplier shall not disclose any of Supplier's Confidential Information to Purchaser. Confidential Information provided by Purchaser to Supplier shall only be used by Supplier to manufacture Products for Purchaser. Supplier shall not disclose Confidential Information to any third party (except an employee who has a need to know) without the prior written consent of Purchaser. The obligation to maintain such information confidential shall remain in effect for five (5) years following expiration or termination of the Order. Within forty-five (45) days of the expiration or termination date of the Order or upon demand by Purchaser, Supplier shall return all Confidential Information to Purchaser and all copies thereof (in whatever form or medium), except for one copy which may be retained, subject to the terms hereof, in the legal files of Supplier.
- 17.3 **Trade Secrets.** "Trade Secret" means all information possessed by or developed for Purchaser, including, without limitation, a formula, pattern, compilation, program, device, method, system, technique or process, to which all of the following apply: (a) the information derives independent economic value, actual or potential, from not being generally known to or not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (b) the information is subject to efforts to maintain its secrecy that are reasonable under the circumstances. During the term of the Order and after the termination of the Order, Supplier shall take all reasonably necessary actions to prevent unauthorized misappropriation, use or disclosure and threatened misappropriation, use or disclosure of Purchaser's Trade Secrets, and, after termination of the Order, Supplier shall not use or disclose the Purchaser's Trade Secrets as long as they remain, without misappropriation, Trade Secrets. The Parties agree that nothing in the Order shall be construed to limit or negate any statutory or common law of torts or trade secrets, where such law provides Purchaser with broader protection than that provided herein. Immediately and automatically upon the expiration or termination date of the Order, without any demand required by Purchaser, Supplier shall return to Purchaser all materials and information related to Purchaser's Trade Secrets and all copies thereof (in whatever form or medium). Supplier shall not retain any copies of such materials or information.
- 17.4 **Technical Information**
- Supplier grants to Purchaser (together with its affiliates, dealers, and customers) a nonexclusive, royalty free, irrevocable license to rebuild and have rebuilt the Products purchased by Purchaser under the Order.
 - Supplier will neither assert nor transfer to another a right to assert against Purchaser, its dealers or customers thereof, any copyright of Supplier that is applicable to any works of authorship furnished to Purchaser in the course of Supplier's activity hereunder.
 - Other than as expressly set forth herein, all technical information disclosed heretofore and hereafter by Supplier to Purchaser in connection with the Products is disclosed on a non-confidential basis.

18. FINANCIAL REPORTING

- 18.1 **Financial Reports.** Supplier shall promptly furnish to Purchaser information regarding Supplier's operations and financial condition as Purchaser may reasonably request, including, but not limited to:
- a. **Quarterly Financial Statements.** Within thirty (30) days after the close of each quarterly accounting period of the Supplier, the statements of financial condition of the Supplier, as at the end of such period, and the related statements of income and retained earnings for such period;
 - b. **Annual Financial Statements.** Within ninety (90) days after the close of each fiscal year of the Supplier, the statements of financial condition of the Supplier as at the end of such fiscal year, and the related statements of income and retained earnings and statements of cash flows for such fiscal year, setting forth comparative figures for the preceding fiscal year and certified and audited, in the case of the financial statements, by independent certified public accountants;
 - c. **Projections and Business Plan.** During the fourth quarter of each calendar year, Supplier will provide Purchaser with its projections and business plan for the succeeding calendar year. "Projections" shall mean the Seller's forecasted balance sheets, profit and loss statements, and cash flow statements, all prepared on a basis consistent with Supplier's historical financial statements, together with supporting details and a statement of underlying assumptions.
- 18.2 **Confidential Information.** All information provided to Purchaser by Supplier pursuant to this Section 18 that is identified and legibly marked by Supplier as "confidential" will be treated as strictly confidential and shall only be provided to Purchaser's personnel with a need to have or utilize such information. In the event such information is requested or compelled to be

produced by a subpoena, court order, or competent governmental agency, Purchaser will provide prompt notice to Supplier and use reasonable best efforts to obtain confidential business information status for the requested confidential information.

19. GENERAL TERMS

- 19.1 Survival. Neither the expiration nor the termination of the Order shall affect any rights of any Party which shall have accrued prior to the date of such expiration or termination, and in particular it is expressly agreed by the Parties that the obligations regarding warranty, indemnity, the availability of Products, and confidentiality shall survive the expiration or termination of the Order.
- 19.2 Force Majeure. Neither Party shall be liable for a delay or failure to perform due to an event of force majeure, which shall include acts of God, governmental action, war, civil disturbance, riot, lockout, sabotage, embargo, natural disaster, or any other unforeseen condition beyond the control of either Party, and not due to its negligence or willful misconduct. The Party suffering an event of force majeure shall provide the other Party with prompt written notice and shall be excused from performing its obligations under the Order for so long as such condition persists, but shall not be excused from tendering partial performance if the same is possible. In the case of an event of force majeure, Purchaser, at its option, may acquire possession of all finished Products at the then current Product price and work-in-process and raw materials produced or acquired for work under the Order at a price to be negotiated by the Parties in good faith. The Supplier shall forthwith deliver such work-in-process and raw materials notwithstanding that the price thereof has not yet been determined. If a force majeure event lasts for a period of thirty (30) days or more, Purchaser may elect to terminate the Order upon written notice to Supplier as provided in Section 6.1.
- 19.3 Independent Contractor. The relationship between Supplier and Purchaser is that of independent contractors. Nothing contained in these Standard Terms or the Order shall be construed to create a principal-agent or employer-employee relationship between the Parties. Neither Party shall represent to others that it is the agent of the other.
- 19.4 Assignment, Successors, and Assigns. The production of Products requires specialized expertise, and Supplier may not assign or delegate, in whole or in part, any of its obligations under the Order without the prior written consent of Purchaser. All Orders are binding upon the Parties and their successors and assigns.
- 19.5 Severability. Any term or condition contained in these Standard Terms or the Order that is declared unlawful or unenforceable by a court of competent jurisdiction shall not apply, and the unenforceability of any such term or condition shall not affect the enforceability of any other term or condition.
- 19.6 Waiver. The failure of a Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right to require such performance at any time thereafter. In addition, no waiver by either Party of the breach of any provision hereof shall constitute a waiver of any subsequent breach of the same provision, or any breach of any other provisions.
- 19.7 Captions. The headings and captions herein are provided for convenience only and do not create or affect any substantive rights.
- 19.8 Construction. No provision may be construed against the Purchaser as the drafting Party. The English version of these Standard Terms shall apply in the event of any disagreement over any translation.
- 19.9 Reservation of Right and Remedies. No remedy provided to Purchaser herein shall be deemed exclusive of any other remedy allowed by law or equity.
- 19.10 No Release of Information. Supplier shall not release any information concerning the Order or its business relationship with Purchaser, to any third party, except as required by applicable law, rule, injunction or administrative order, without Purchaser's prior written consent. Seller shall not use Purchaser's name, photographs, logo, trademark, or other identifying characteristics or that of any of its subsidiaries or affiliates without Purchaser's prior written approval.
- 19.11 Governing Law. These Standard Terms and the Order shall be governed by and construed in accordance with the laws of the State of Illinois (without reference to principles of conflicts of laws). The provisions of the U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Order and shall not govern the rights and obligations of the Parties hereunder.
- 19.12 Website Documents. Documents or requirements referenced in these Standard Terms and contained at the CSCN, including any updates thereto made by Purchaser, are incorporated herein by reference as if set forth in full and are binding on Supplier, and Supplier acknowledges having access to such documents or requirements. Until CSCN is accessible to Supplier, Supplier may notify Purchaser via email at cscn@cnhind.com to obtain access or request a copy from Purchaser.
- 19.13 Accuracy of Information. Supplier represents and warrants that data and information supplied to Purchaser in the form of a questionnaire or otherwise shall be true, complete and accurate as of the date provided and shall be delivered to Purchaser in a timely manner. Supplier shall inform Purchaser of any changes to information or data previously supplied to Purchaser within a reasonable amount of time of Supplier having knowledge of the change.