Harley-Davidson Motor Company

Non-Production Terms & Conditions

The following "Non-Production Terms and Conditions" shall govern all purchases of non-production goods and services by Harley-Davidson Motor Company, Inc. or any of its affiliates or any of its or their respective purchasing groups, divisions, segments, contractors, or agents ("Buyer") from the supplier ("Supplier") under the purchase order (the "Purchase Order") to which these Terms and Conditions are attached or into which these Terms and Conditions are incorporated by reference. Separate terms and conditions, called “H-D Standard Terms and Conditions” apply for all “Production” purchases. Production purchases are defined as the following: (a) production and service parts, components, assemblies and accessories, including without limitation commercial software, developed software, and supplied data; (b) raw materials; (c) tooling; and (d) design, engineering, and other services including any software as a service (SaaS products), software maintenance, or support that is associated with or used in or for production.

1. OFFER AND ACCEPTANCE. The Purchase Order constitutes an offer or counteroffer (an "Offer") by Buyer to buy the goods and services identified on the Purchase Order (together with any samples, prototypes and other deliverables required to be provided under the Purchase Order, the "goods and services") from Supplier, subject to and limited to the provisions of the Purchase Order, including these Terms and Conditions and any documents referenced in or incorporated into the Purchase Order or these Terms and Conditions. This Offer expires thirty (30) days after its date, unless this Offer has been accepted by Supplier or revoked by Buyer prior to acceptance by Supplier, or unless performance of the Purchase Order is provided by Supplier more than thirty (30) days after the date of this Offer and such performance is accepted by Buyer in its sole discretion. This Offer is not an acceptance of any offer by Supplier to sell, and it is expressly conditioned upon Supplier’s assent to these Terms and Conditions. Buyer objects to and rejects any and all additional and different terms contained in any of Supplier’s sales order, quotation, proposal, acknowledgement, invoice or other forms, or in any other communications from Supplier (except for any additional warranties given by Supplier), and no such additional or different terms (except for any additional warranties given by Supplier) shall be binding or applicable. This Offer may be accepted by Supplier electronically accepting the Purchase Order or executing the Purchase Order and returning a signed copy to Buyer, or by any other commercially reasonable means of acceptance by Supplier, including by shipment of goods, performance of services, or otherwise. If Supplier and Buyer are also parties to a master supply agreement, master professional services agreement, or similar master agreement, then the provisions of such master agreement shall apply, and the Purchase Order shall be subject to such master agreement.
2. DELIVERY AND PERFORMANCE. Time is of the essence with respect to performance of the Purchase Order, including, without limitation, delivery of conforming goods and performance of conforming services under the Purchase Order. The delivery date(s) set forth in the Purchase Order is (are) the required delivery date(s) (or in the case of services, the delivery and performance date(s)) at Buyer's designated facility, unless otherwise expressly set forth in the Purchase Order. Buyer reserves the right to refuse all or any portion of the goods or services and/or to terminate all or any portion of the Purchase Order if Supplier fails to deliver timely any portion of the goods, or to perform timely any portion of the services, in accordance with the Purchase Order. If Supplier's delivery of conforming goods will not meet the required delivery date(s) for any reason, Supplier shall provide Buyer with written notice of such delay and, unless Buyer terminates the Purchase Order as a result of such breach, ship the conforming goods via the most expeditious available method of transportation, and any additional cost resulting from such method of transportation shall be borne by Supplier. Acceptance of any initial shipment(s) of goods or performance of services shall not bind Buyer to accept future shipments of goods or performance of services, nor deprive it of the right to return goods already accepted, including due to any failure of such goods to conform to the provisions of the Purchase Order or by reason of defects, latent or patent, or other breach of warranty. Delivery of goods under the Purchase Order shall not be deemed to be complete until all of the goods contemplated by the Purchase Order have been actually received and accepted by Buyer, notwithstanding delivery to any carrier, and performance of services under the Purchase Order shall not be deemed to be complete until all of the services contemplated by the Purchase Order have been fully performed, received, and accepted by Buyer. Goods received in advance of Buyer's delivery schedule may, at Buyer's option, be returned at Supplier's risk and expense or be accepted and payment withheld until after the delivery date(s) set forth in the Purchase Order. Supplier shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities earlier than or in excess of what is reasonably required to meet Buyer's delivery schedule.
3. PACKING AND SHIPPING. The shipping terms for all goods shipped from a location within the United States are F.O.B. (as that term is defined and used in section 2-319 of the Uniform Commercial Code) Buyer's designated facility or such other location as is designated by Buyer. The shipping terms for all goods shipped from a location outside the United States are DDP (as that term is defined and used in INCOTERMS 2020) Buyer's designated facility or such other location as is designated by Buyer. For the avoidance of doubt, Supplier shall be responsible for the costs of shipping the goods to the applicable destination, and if Buyer makes arrangements to pay such shipping costs, Buyer shall have the right to offset such costs against amounts owing to Supplier under any current or future purchase order. Buyer shall have the right to route all

shipments; provided, however, that if Buyer does not route any particular shipment, Supplier shall ensure that (a) all freight shipments, carload or less than carload, are made by the route taking the lowest rate, and (b) if delivery is made by truck or other means of transportation except freight, express or parcel post, delivery is to be guaranteed and delivery charges prepaid by Supplier. Prior to each shipment, Supplier shall contact Buyer for the purpose of allowing Buyer to consult with Supplier regarding the terms of such shipment. Immediately upon shipment, Supplier shall provide Buyer with written notice of shipment, specifying complete shipping and routing information. All goods shall be suitably packed, marked with the Purchase Order number and other information specified by Buyer, shipped in accordance with the shipping instructions set forth in the Purchase Order and otherwise prepared for shipment in accordance with the requirements of the carrier so as to obtain a competitive transportation cost. No charge shall be made to Buyer for boxing, packing, crating, carting or transportation unless separately itemized on the Purchase Order. Packing slips shall accompany each shipment, showing the order number, quantity and description of the goods; and the last copy must state "Order Complete." In the event no such packing slip accompanies a shipment, the count or weight or other measure of Buyer shall be final and conclusive. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity, and any excess or advance shipments may be returned to Supplier, or stored by Buyer, at Supplier's risk and expense. Buyer shall have the right to purchase any such excess or advance shipments from Supplier at the purchase price designated in the Purchase Order. Regardless of shipping terms, all risk that the goods may be lost, damaged, destroyed, stolen or delayed in transit shall be borne by Supplier until conforming goods have been actually received, inspected, tested and accepted by Buyer. Supplier shall be liable to Buyer for any loss or damage resulting from Supplier's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, noncompliance with other shipping instructions or improper description of the shipment in shipping documents shall be borne by Supplier. All invoices, bills of lading, packaging, cases, shipping tags and similar documents shall set forth the applicable destination and Purchase Order number. Originals of all bills for shipping costs and expenses must accompany invoices for prepaid shipments. Except for delays that are expressly excused under the Purchase Order, Supplier shall be solely liable for any and all costs and expenses for air or other expedited shipments required because of delivery delays.

4. INSPECTION. All goods supplied and services performed pursuant hereto shall be subject to inspection and testing by Buyer and its contractors and agents, and acceptance or rejection by Buyer. Such inspection and testing of the goods and/or services by Buyer and its approved contractors and agents may be completed at any time and from time to time and at any place, whether during or after manufacture as to goods, or during or after performance as to services, and notwithstanding the terms of delivery, performance, or payment, or, as to goods, that title has not passed to Buyer. Unless otherwise agreed in writing and where applicable, Buyer shall have a reasonable period after delivery of the goods or services to review and indicate to Supplier whether the goods or services conforms to the Deliverables and are therefore accepted or rejected. If rejected, Supplier shall make such corrections, changes or adjustments as requested by Buyer to make the goods or services conform to the Deliverables and any specifications therein and resubmit the revised goods or services for approval within ten (10) calendar days of such rejection, unless otherwise agreed in writing by the Parties. If after two such cycles of review, the goods or services are still not accepted by Buyer, Buyer may, in its sole discretion, immediately terminate the applicable Purchase Order, and receive a full refund of the fees paid in accordance with the Purchase Order for such goods or services. Payment for goods or services prior to inspection shall not constitute acceptance of such goods or services. Any inspection, testing, or other evaluation by Buyer shall in no way affect, waive, or invalidate any of Supplier's warranties in respect of the goods and services or any of Buyer's other rights or remedies hereunder, at law, in equity or otherwise. For any marketing materials, Supplier agrees that any and all marketing content (“Content”) created by or on behalf of Supplier in connection with the provision of services shall be submitted to Buyer for review and approval before such Content is published, broadcast or performed. Supplier shall make all changes in the Content as requested by Buyer. Supplier understands and acknowledges that, among other things, it may need to revise or modify the Content to comply with state, federal or international statutory or regulatory requirements (“Regulatory Guidelines”) relating or applicable to Buyer’s Products and services. Supplier further agrees to be responsible for making sure that Content complies with all applicable marketing and advertising law, and further agrees that, if any talent is used for the Content (the “Talent”), the Talent shall comply with such Regulatory Guidelines and not make statements which conflict with or violate such Regulatory Guidelines. Once approved by Buyer, the Content shall not be changed, altered, added to or deleted, in whole or in part, by Supplier or any other party without the prior written consent of Buyer.
5. PRICING AND PAYMENT. The full, fixed purchase price for the goods and services, including, without limitation, performance of all of Supplier's obligations under the Purchase Order, is set forth on the Purchase Order. If no pricing is set forth on the Purchase Order, then the purchase price shall be the last price charged Buyer by Supplier for the goods and services. Supplier shall notify Buyer in writing in advance of accepting the Purchase Order in the event the pricing set forth on the Purchase Order is higher than Supplier's pricing then-currently in effect for the goods and services covered by the Purchase Order. The purchase price payable under the Purchase Order shall be paid within 90 days unless otherwise agreed on the Purchase Order. Supplier is responsible for all costs and expenses incurred in performing the services, including without limitation, all overhead and administrative costs, payroll expenses, travel expenses, and any out of pocket or internal expenditures, such as syndicated or other research. Buyer may reimburse Supplier for certain costs and expenses but only if the costs and

expenses are specifically approved in advance in writing by Buyer ("Preapproved Expenses"). Any Preapproved Expenses shall be invoiced at Supplier's actual cost without any mark-up, shall be identified in a separate line item on an invoice, and must be invoiced for reimbursement either in advance or at least within thirty (30) calendar days of being incurred. All such Preapproved Expenses must be accompanied by supporting documentation to qualify for reimbursement. Without limiting the foregoing, (a) Supplier shall issue each invoice after delivery of the applicable conforming goods or performance of the applicable conforming services, but in no event later than thirty (30) days after such delivery or performance (in either case, unless the Purchase Order sets forth a different invoicing schedule), and (b) as to goods, the original and one copy of a Bill of Lading or comparable shipping document for the delivery of goods must accompany Supplier's invoices. Payment of such invoices shall be subject to a pro rata reduction by Buyer for any (w) shortage in the goods shipped, (x) nonconforming goods delivered by Supplier, (y) failure to perform services, or (z) nonconforming services performed by Supplier. Any discount period shall be calculated from the date of receipt by Buyer of an appropriate invoice. Upon and during any breach of the Purchase Order by Supplier, Buyer may withhold payment of the price. Unless the Purchase Order sets forth different payment terms, Buyer will pay Supplier the purchase price (less any applicable discounts or reductions) within ninety (90) days after its receipt of an undisputed and accurate invoice for the goods and services following delivery of all the goods and performance of all the services to be provided by Supplier under the Purchase Order. Invoices shall be sent to Buyer at the following address unless otherwise indicated in these Non-Production Terms and Conditions:

EMAIL: apelectronicinvoices@harley-davidson.com

US MAIL: Harley-Davidson Accounts Payable
PO Box 493
Milwaukee, WI 53201-0493

6. TAXES. Buyer shall not be liable for, and Supplier shall pay, all federal, state, local and foreign (i.e., non-U.S.) taxes, duties, customs, assessments and other fees and charges of any nature whatsoever imposed by any governmental authority arising in connection with the sale, purchase, transportation, use, performance, delivery or possession of the goods and services, except those taxes expressly identified on the face of the Purchase Order..
7. WARRANTIES.
   a. Supplier certifies, covenants, agrees, represents and warrants that all goods (and the materials, parts and components comprising such goods) delivered pursuant to the Purchase Order shall be (i) new and not used, remanufactured, reconditioned, refurbished or deteriorated, unless otherwise expressly specified on the Purchase Order, (ii) free from defects in design, material and workmanship (latent or otherwise), and conform to all specifications, instructions, samples, drawings, and standards of quality and performance referenced in the Purchase Order or provided by Buyer, (iii) free from any and all liens, security interests and encumbrances, (iv) merchantable and suitable for their intended purpose, (v) fit and safe for consumer use, and (vi) in compliance with, and be capable of operating in conformity with, all applicable laws, orders, rules, ordinances and regulations. If Supplier breaches any of these warranties, Supplier shall, at its expense and Buyer's option, promptly repair or replace the nonconforming goods or refund any and all amounts paid by Buyer to Supplier in respect of such nonconforming goods. Supplier shall be solely liable for all removal, transportation and storage costs incurred by Buyer or Supplier in connection with returning or storing any nonconforming goods to be repaired or replaced by, or returned to, Supplier. After Buyer notifies Supplier of any nonconforming goods, Supplier shall bear all risk of loss or damage with respect to such nonconforming goods.
   b. Supplier certifies, covenants, agrees, represents and warrants that all services provided pursuant to the Purchase Order shall be performed (i) in accordance with all specifications and instructions referenced in the Purchase Order or provided by Buyer, (ii) in a good, professional and competent manner in accordance with industry standards and to the reasonable satisfaction of Buyer, and (iii) using properly qualified, trained and supervised employees of Supplier; provided, however, that where the Purchase Order specifies a particular standard or criterion for performance of such services, this warranty shall not diminish that standard of performance; provided, further, that Supplier shall retain full discretion and control with respect to the manner and means of performing such services. Supplier shall at all times remain an independent contractor. If Supplier breaches any of these warranties, Supplier shall, at a minimum and at its own expense, and at Buyer's option, promptly either: (y) re-perform the nonconforming services to the satisfaction of Buyer; or (z) refund the fees paid for said nonconforming services. Supplier will not use any third-party material in the course of providing the services, without such third party's express written consent. If Supplier is obligated to reimburse Buyer for any amount pursuant to this Section 7 and reimbursements are not received within thirty (30) days notice of Buyer to Supplier, Supplier grants the right of offset of such reimbursement amounts from payments otherwise due to Supplier from Buyer.
   c. Supplier certifies, covenants, agrees, represents and warrants that (i) neither the goods and services (including, without limitation, any software, firmware or equipment incorporated or used therein), nor the purchase or use thereof, will in any way infringe, misappropriate, or otherwise violate, or contribute to the infringement, misappropriation, or other violation, of any patent, copyright, trademark, service mark, trade secret, trade dress or other proprietary right in the United States or elsewhere, and no claim, action or suit alleging any such infringement, misappropriation, or other violation, or contribution to infringement, misappropriation, or other violation, is pending or threatened against

Supplier, its employees, agents, suppliers, affiliates or contractors; (ii) Supplier has full power and authority to grant all of the rights granted by it in the Purchase Order; and (iii) any and all royalties, fees and costs for such rights are set forth on the face of the Purchase Order, and except as otherwise expressly set forth on the face of the Purchase Order, no royalties, fees or other costs are payable to Supplier or any third party for any such rights.

d. All the certifications, covenants, agreements, representations and warranties of Supplier, together with its service warranties and guaranties, if any, shall run to Buyer and Buyer's affiliates and customers. Buyer's approval of designs furnished by Supplier shall not relieve Supplier of its obligations under this Section 7 or otherwise under the Purchase Order. The goods and services to be provided under the Purchase Order are intended for use in or in connection with the manufacture and sale of the products and services of Buyer and its affiliates, and in which Buyer and its affiliates have built a substantial and valuable reputation for quality and efficiency. As a result, any nonconforming goods or services provided by Supplier may occasion special damage to Buyer and its affiliates. All rights and remedies of the Buyer and its affiliates hereunder shall be in addition to any other rights or remedies provided at law, in equity, or otherwise.

8. CHANGES Buyer may at any time by written or electronic notice make changes within the general scope of the Purchase Order, including, without limitation, with respect to any one or more of the following: (a) drawings, designs or specifications, (b) methods of shipment or packing, (c) quantities, (d) delivery schedules, (e) place of delivery, and (f) instructions with respect to the rendition of services. To the extent any such change increases or decreases the cost of, or the time required for, the performance of the Purchase Order, Supplier or Buyer, as the case may be, shall be entitled to a reasonable and equitable adjustment in the price and/or delivery schedule; provided, however, that under no circumstances shall Buyer be responsible for any materials or components purchased by Supplier in excess of the quantities released or for the fabrication of parts in advance of the lead times necessary to provide the goods and services in accordance with the terms set forth in the Purchase Order. The burden of proving entitlement to any adjustment under this paragraph shall be borne by the party requesting the adjustment. Any claim for adjustment by Supplier under this paragraph must be made within thirty (30) days after Buyer delivers written or electronic notification of the change, and otherwise shall be deemed waived. Price increases or extension of delivery schedules shall not be binding upon Buyer unless evidenced by a change order issued and signed by an authorized officer of Buyer.

9. BUYER'S PROPERTY. Buyer may from time to time deliver, or cause to be delivered, to Supplier component parts, supplies, machinery, tools, dies, jigs, fixtures, patterns, equipment, raw materials and/or other property owned by Buyer (collectively, the "Buyer Property"). In addition, if Supplier manufactures, purchases or otherwise acquires any machinery, tools, dies, jigs, fixtures, patterns or related equipment in connection with the performance of the Purchase Order and charges Buyer for the use of any such items (including, without limitation, through a tool service charge), such machinery, tools, dies, jigs, fixtures, patterns and related equipment shall also be and remain Buyer Property, solely owned by Buyer. Supplier shall use the Buyer Property only in connection with the provision of the goods and services pursuant to the Purchase Order or in such other manner as Buyer may request in writing from time to time. Supplier shall at all times store the Buyer Property (at no additional cost to Buyer) in a secure, covered and locked area at the facility to which it is shipped or at such other location as Buyer may approve in writing from time to time ("Designated Facility"). Such secure, covered and locked area shall be in an area of the Designated Facility that is clearly marked as "Property of Harley-Davidson" and is clearly separate from Supplier's or its other customers' parts, supplies, machinery, tools, dies, jigs, fixtures, patterns, equipment, raw materials and other property. Supplier shall not provide any of its employees, or any other person or entity, with access to any of the Buyer Property, except for those employees of Supplier who have a definable need to access the Buyer Property to permit Supplier to use the Buyer Property as authorized in the Purchase Order. Supplier shall not make any change, modification or alteration to any Buyer Property without Buyer's prior written consent, which may be withheld in Buyer's sole discretion. Supplier shall make, affix and keep such markings on the Buyer Property as Buyer may request from time to time. Supplier shall protect and care for the Buyer Property in the same manner as Supplier protects and cares for its own valuable property or in such other manner as reasonably specified in writing by Buyer. Legal and beneficial title to the Buyer Property shall at all times remain solely with Buyer. At no time will Supplier have any ownership rights, security interest, or any other enforceable right as between Buyer and Supplier in any of the Buyer Property. Neither the Purchase Order nor the delivery of the Buyer Property to Supplier will constitute a "consignment" or "security agreement", or create a "security interest", within the meaning of the Uniform Commercial Code. Supplier authorizes Buyer to file financing statements and other documents to protect Buyer's ownership rights in the Buyer Property. Supplier shall sign documents, send notices, maintain a system under which the Buyer Property is clearly identified as Buyer's property and is kept separate and distinct from any other property in Supplier's possession, and take such other actions as Buyer may reasonably request to protect Buyer's ownership rights in the Buyer Property. Supplier shall not transfer any interest in, or otherwise deliver possession of, any of the Buyer Property to any person or entity other than to Buyer or such other person or entity as is designated by Buyer in writing. At any time and from time to time upon Buyer's request, Supplier shall return all or the specified portion of the Buyer Property to Buyer or such other person or entity as is designated by Buyer in writing, in any case in accordance with the shipping instructions provided by Buyer. Supplier shall return the Buyer Property in the condition in which it was received by Supplier, except for ordinary wear and tear in the case of Buyer Property that constitutes machinery, tools, dies, jigs,

fixtures, patterns or related equipment, and except to the extent the Buyer Property is incorporated into goods provided to Buyer pursuant to the Purchase Order or is consumed in the normal production of such goods. Supplier's responsibility with respect to the Buyer Property shall be that of a bailee, and Supplier shall indemnify, defend, and hold harmless the Buyer Indemnified Parties (as hereinafter defined) from and against any loss of or damage to any Buyer Property that occurs prior to delivery of possession of the Buyer Property to Buyer or such other person or entity as is designated by Buyer in writing. Supplier shall maintain replacement cost property and casualty insurance covering all Buyer Property in Supplier's possession or under its control and, upon Buyer's written request, will name Buyer as an additional insured and/or loss payee and provide Buyer with a certificate of insurance representing the same. At any time and from time to time during normal business hours, Supplier will permit Buyer to enter the Designated Facility to inspect and, subject to Buyer's obligations under the Purchase Order, remove some or all of the Buyer Property. Supplier will furnish to Buyer, at no additional cost to Buyer, such reports and statements with respect to the Buyer Property in Supplier's possession or under its control as Buyer may reasonably request. Such reports and statements will contain such details and be furnished at such times and for such periods of time as Buyer may reasonably require.

10. INDEMNIFICATION.
    a. Supplier shall indemnify, defend and hold harmless Buyer and its affiliates, and its and their respective directors, officers, employees, agents, insurers, customers, successors and assigns (collectively, the "Buyer Indemnified Parties"), from and against any and all claims, demands, suits, losses, liabilities, damages, costs and expenses (including, without limitation, attorneys' fees and legal costs) that they, or any of them, may sustain or incur as a result of (i) any actual or alleged breach of any representation, warranty or covenant made by Supplier in the Purchase Order, including, without limitation, in Sections 7 and 12 hereof, (ii) any actual or alleged defect or deficiency in any of the goods or services provided to Buyer under this Purchase Order, (iii) any actual or alleged claim that the goods or services provided to Buyer under the Purchase Order or their sale or use, or that the operation, possession or use of any of the Deliverables or receipt or use of any of the Intellectual Property Rights (as those terms are defined below) licensed hereunder by Supplier to Buyer, infringes upon or misappropriates any third party's Intellectual Property Rights (an "Intellectual Property Infringement"), or (iv) any actual or alleged injury to or death of any person, or any actual or alleged damage to or loss of any property, arising out of (x) any goods in the possession or under the control of Supplier, its employees, agents, suppliers or contractors, or any goods furnished to Buyer under the Purchase Order, (y) any services performed by Supplier, its employees, agents, suppliers or contractors, or (z) the negligent acts or omissions or intentional misconduct of Supplier, its employees, agents, suppliers or contractors.
    b. In addition, in the event of an Intellectual Property Infringement, Supplier shall, at its own expense and Buyer’s option, either: (i) procure the right for Buyer and its affiliates and customers to continue using the affected goods or services; (ii) make such alteration, modification or adjustment to the affected goods or services so that they become non-infringing without incurring a material diminution in function or value in Buyer's reasonable estimation; or (iii) replace the affected good or services at no cost to Buyer with non-infringing substitutes, provided that the substitutes do not entail a material diminution in function or value in Buyer's reasonable estimation. If none of the foregoing is commercially reasonable, Buyer may return the infringing good or service and Supplier will promptly refund the sum of all payments made by Buyer hereunder for such good or service, and for any good or service dependent thereon, within thirty (30) days of such return.
    c. Supplier may not settle any Claim to the detriment of a Buyer Indemnified Person without the prior written consent of the Buyer Indemnified Persons. A Buyer Indemnified Person may participate in any proceeding brought by a third party against a Buyer Indemnified Person with counsel of their choice and at their expense. In the event Supplier does not, within fifteen (15) calendar days after it receives written notice of a Claim from a Buyer Indemnified Person, accept in writing the defense of, and assume all responsibility for, such Claim as provided above, then the Buyer Indemnified Persons will have the right to defend against, negotiate, settle or otherwise deal with the Claim in such manner as the Buyer Indemnified Persons deem appropriate, in their sole discretion, and the Buyer Indemnified Persons will be entitled to indemnification therefor from Supplier hereunder.
11. INSURANCE. For a period commencing on the date of the Purchase Order and expiring three (3) years after delivery of all of the goods and performance of all of the services, Supplier, at its sole cost and expense, shall procure and maintain the insurance coverages and coverage levels, in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies, as reasonably required from time to time by Buyer to insure the Buyer Property and/or to protect Buyer from Supplier's failure to comply with its indemnification and other insurable obligations under the Purchase Order, including, at a minimum, those insurance coverages set forth below, with the minimum limits set forth below:

Commercial General and Products Liability:	
bodily injury and/or property damage:	USD $1,000,000 each occurrence
general policy aggregate:	USD $2,000,000
products/completed operations aggregate:	USD $2,000,000
Excess and/or Umbrella Liability:	USD $5,000,000 per occurrence/USD $5,000,000 aggregate

Supplier shall also maintain at its expense Workers' Compensation Insurance in amounts not less than the statutory requirements in the state or other jurisdiction where the work is performed, even if such coverage is elective in that jurisdiction. The Commercial General Liability, Product Liability and Excess/Umbrella Liability insurance shall contain coverage that is admitted on a global basis or not otherwise restricted from paying claims globally, in all territories and countries, including without limitation the United States of America. In all cases, all insurance policies required to be maintained by Supplier shall provide for the waiver of the insurer's right of subrogation against Buyer. All policies of insurance shall include Buyer as an additional named insured and provide for at least thirty (30) days' prior written notice of cancellation or modification to be given to Buyer. These policies must be primary and non-contributory with any other insurance carried by Buyer. The insurance required herein shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Buyer. With the prior written consent of Buyer, Supplier may self-insure all or a portion of the insurance policies or limits required herein; provided that Supplier may only self-insure if annually Supplier provides Buyer, within 90 days after the end of Supplier's fiscal year, Supplier's annual financial statements, audited by a nationally recognized accounting firm and prepared in accordance with generally accepted accounting principles, consistently applied, showing tangible net worth of at least USD$100,000,000. Buyer may revoke its consent if Supplier fails to deliver the required financial statements on time. Supplier is responsible for satisfying the self-insured retention, and Buyer's approval of Supplier's self-insured retention shall not relieve Supplier from the obligation to pay any deductible or self-insured retention and Buyer shall be afforded no less insurance protection than if such self-insured portion was fully insured by a Rated Insurer (including, without limitation, the protection of a legal defense, by attorneys reasonably acceptable to H-D, and the payment of claims within the same time period that a Rated Insurer would have paid such claims). The waiver of subrogation provided for hereunder shall be applicable to any self-insured exposure and such self-insurance shall be considered "other insurance." Supplier's failure to satisfy the self-insured retention in the same manner as a Rated Insurer would be required to pay on a policy shall constitute a material breach. The policy provision or additional insured endorsement providing additional insured coverage to Buyer shall expressly provide that Buyer and its affiliates, as an Additional Insured, shall have the right to pay any self insured retention under the policy. Accordingly, language similar to that provided below is expressly prohibited: "Payments by others, including but not limited to additional insureds or insurers, do not serve to satisfy the self-insured retention. Satisfaction of the self-insured retention as a condition precedent to our liability applies regardless of insolvency or bankruptcy by [named insured]." Supplier shall be fully responsible for any and all amounts paid by Buyer to satisfy the self-insured retention, and Buyer shall have the right to immediately deduct such amount from any amounts otherwise due and owing to Supplier. At any time and from time to time upon Buyer's request, Supplier shall promptly provide Buyer with certificate(s) of such insurance or other evidence satisfactory to Buyer as to Supplier's compliance with this Section. Supplier's compliance with this Section shall not release Supplier from, or limit in any way, Supplier's obligations or liabilities under the Purchase Order.

12. CONFIDENTIALITY. Supplier acknowledges that prior to or during performance of the Purchase Order, Supplier may be given access to, or may otherwise acquire, obtain or develop, information and data, including without limitation engineering data, technical data, customer information, pricing information, equipment, tools, gauges, patterns, prototypes, designs and/or drawings, that are proprietary to Buyer or otherwise are comprised of components, designs or data that is proprietary to Buyer (collectively, the "Buyer Proprietary Information, Tools and Designs"). Supplier shall not (a) use any of the Buyer Proprietary Information, Tools and Designs for any purpose other than performance of its obligations under the Purchase Order; or (b) disclose or make available any of the Buyer Proprietary Information, Tools and Designs to any person or entity other than those of its employees or agents who have a definable need to have access to such Buyer Proprietary Information, Tools and Designs in order to allow Supplier to perform its obligations hereunder. The obligations of Supplier under this Section 12 are continuing and shall survive the completion or earlier termination of the Purchase Order, and are also binding on Supplier's employees, officers, directors, agents, advisors and affiliates. Upon expiration or termination of the Purchase Order or sooner if requested by Buyer, Supplier shall return all such Buyer Proprietary Information, Tools and Designs, including all copies thereof, to Buyer or make such other disposition thereof as may be directed or approved by Buyer in writing. Supplier will not make any press release, publication, social media or internet post, advertisement, or other type of announcement arising out of or otherwise relating to the Purchase Order or Supplier's relationship with Buyer without Buyer's prior written approval. In addition, Supplier shall not use any of the Buyer Marks (as defined below) or identifying descriptions in any publication, social media or internet post, broadcast, website, advertisement, promotion or other public or private document or any other type of announcement without Buyer's prior written consent.
13. DRAWINGS AND OTHER INFORMATION. Buyer shall be free to use all design work, drawings (including, without limitation, proprietary drawings), plans and other information delivered by Supplier pursuant to the Purchase Order to the extent reasonably necessary to install, operate, maintain, repair and/or perform, and/or make or have made repair or replacement parts for, the goods and/or services, without additional compensation to Supplier. In addition to the other requirements set forth in the Purchase Order, Supplier shall continue to provide to Buyer, without cost, all improvements to the design of, and any software incorporated in or otherwise delivered as part of, the goods and services. Supplier's compensation for any design work, drawings (including, without limitation, proprietary drawings), plans, information and other tasks required in

connection with the performance of Supplier's responsibilities under the Purchase Order is included in the price set forth on the Purchase Order.

14. INTELLECTUAL PROPERTY.
    a. For purposes of the Purchase Order:
        1. "Intellectual Property Rights" or "Intellectual Property" as the context requires, means any patents, copyrights, trade secrets, patent applications, utility models, industrial designs, know-how, proprietary rights, Trademarks, and other intellectual property rights, registered or unregistered; "Trademarks" means any trademarks, service marks, trade names, trade dress, logos, or slogans, including all related goodwill;" and
        2. "Deliverables" means any item or other thing that Supplier creates, conceives, develops, is to provide, or does provide to Buyer through, as a result of, or in connection with the goods or services or the Purchase Order (including any Content), together with all related Intellectual Property therein, but not including Supplier's Intellectual Property
    b. All Deliverables are and will remain the sole and exclusive property of Buyer. All Deliverables are "works made for hire" for which Buyer is deemed the author and copyright owner. Under the Purchase Order, and through these Terms and Conditions, Buyer is deemed to have ordered or otherwise commissioned all Deliverables. To the extent any Deliverables are not deemed "works made for hire", Supplier hereby assigns, and agrees to assign, to Buyer all right, title and interest in and to any and all such Deliverables, whether or not protected by statute, that are conceived, created, made, developed or acquired by Supplier or its subcontractors in the performance of Supplier's obligations under the Purchase Order. Buyer shall solely own all Intellectual Property Rights in all Deliverables. Supplier will cooperate with and assist Buyer in the application for and the execution of any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark or other protection for any portion or component of the Deliverables as Buyer reasonably deems appropriate. Supplier will treat all Deliverables as Buyer Proprietary Information, Tools and Designs. Neither Buyer's ownership of the Deliverables and the Intellectual Property Rights therein, nor the assignment of rights set forth in this Section 14(b), shall grant Buyer any rights in or to Supplier's Intellectual Property (as defined below) beyond the license set forth in Section 14(d) and as otherwise expressly set forth in the Purchase Order.
    c. "Supplier's Intellectual Property" means those Intellectual Property Rights belonging to Supplier that (i) existed prior to the date the Purchase Order is issued and were developed or acquired by Supplier outside the scope of any contract or purchase order between Supplier and Buyer or any of its affiliates, or (ii) are developed by Supplier on or after the date the Purchase Order is issued outside the scope of the Purchase Order or any other contract or purchase order between Supplier and Buyer or any of its affiliates. All Supplier's Intellectual Property is and will remain the sole and exclusive property of Supplier. All Intellectual Property of Buyer is and will remain the sole and exclusive property of Buyer, and Supplier shall have no right, title or interest therein.
    d. Supplier hereby grants to Buyer and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up right and license to make, have made, use, sell, reproduce, distribute, modify, display, access, import, export and sublicense any Supplier's Intellectual Property as provided to Buyer or incorporated in any Deliverables, goods or services or as necessary for Buyer or any affiliate to exercise its rights in and to use the Deliverables, goods and services.
    e. In the event that any of the Deliverables or goods and services from Supplier include any software embedded therein, used therewith or relating thereto (the "Software"), then the following shall apply:
        1. Unless Software is Supplier's Intellectual Property, Buyer shall own all right, title, and interest to Software. Supplier hereby assigns, and agrees to assign, to Buyer all right, title and interest in and to any and all Software. To the extent that Supplier is unable to assign Software to Buyer, Supplier hereby grants, and shall cause all necessary third parties to grant, to Buyer and its affiliates a perpetual, irrevocable, world-wide, non-exclusive, royalty-free, fully paid-up right and license to use the Software for their business activities. For the purposes of this Section, the term "use" means to copy, install, access, execute, operate, distribute, modify (including the right to create derivative works), sublicense, archive and run the Software, such as for test, development, production, archival, emergency restart, and disaster recovery purposes.
        2. In addition to the other warranties provided in the Purchase Order, Supplier further certifies, agrees, covenants, represents and warrants as follows: (i) the Software does not contain any virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any equipment, devices, software, or data of Buyer or its affiliates or customers; (ii) the Software will materially conform to Supplier's generally available documentation for the greater of (a) six (6) months (or such greater period of time as may be provided in the Purchase Order) from the date of delivery to Buyer or (b) for so long as Buyer purchases support and/or maintenance for the Software from Supplier; (iii) the Software does not infringe, misappropriate, or otherwise violate any Intellectual Property of a third party; (iv) Supplier has all necessary rights and licenses, and is in compliance with all necessary third-party licenses, to grant the rights and licenses to the Software; and (v) Buyer's or its affiliates' use of the Software shall neither encumber any Deliverables or Intellectual Property of

Buyer or its affiliates nor require Buyer or its affiliates to make any underlying source-code form of Software available to any third parties, such as under an open-source license.

15. BUYER MARKS. "Buyer Marks" means all trademarks, service marks, trade names, trade dress, logos, and slogans, licensed to Buyer or any of its affiliates or any of its approved agents or contractors, by Harley-Davidson Motor Company, Inc. ("HDMC"), including without limitation any HARLEY-DAVIDSON, HARLEY, HD, H-D and H.O.G. marks. All Buyer Marks are the exclusive property of HDMC and are licensed to Buyer, if applicable. To the extent not already covered by Deliverables, any and all logos, slogans, trademarks, service marks, designs or graphics developed or created by Supplier under the Purchase Order shall be considered Buyer Marks. Supplier acknowledges and agrees that HDMC shall retain sole and exclusive ownership of all Buyer Marks and all goodwill and rights related thereto throughout the world. Supplier agrees that it shall do nothing inconsistent with this ownership and that any use of the Buyer Marks by Supplier shall inure to the benefit of HDMC. Supplier shall not use any Buyer Mark in any manner without the prior written consent of Buyer. Any permitted use of Buyer Marks by Supplier shall be done with strict adherence to the most recent written usage guidelines provided by Buyer to Supplier. Supplier shall submit the proposed use of any Buyer Mark to Buyer for Buyer's prior written approval in each instance. Supplier agrees that nothing in the Purchase Order shall give Supplier any right, title, or interest in any of the Buyer Marks other than the right to use the Buyer Marks if and as approved in writing by Buyer, and in compliance with this Section.
16. COMPLIANCE WITH LAWS. Supplier hereby represents, warrants, certifies, covenants and agrees that all work performed by Supplier and all goods and services delivered to Buyer pursuant to the Purchase Order shall be performed, provided, manufactured, produced, packaged, labeled, shipped, delivered, invoiced, sold and - if required - registered in accordance and compliance with all applicable federal, national, state, provincial and local laws, orders, rules, codes, ordinances and regulations in each jurisdiction applicable to the services, including without limitation any data protection and privacy laws and those applicable to trans-border data flow. Supplier, its employees, agents, and subcontractors, will obtain and maintain all bonds, licenses, permits and authorizations from all applicable governing bodies that are necessary for Supplier to meet its obligations under this Purchase Order. Supplier agrees that it shall have implemented and maintained an acceptable pollution prevention and waste minimization plan that, in the sole discretion of Buyer, satisfies all of the standards of the industry in which Supplier operates. This plan shall also address shipping and packaging materials for goods purchased by Buyer, and shall include environmental sustainability provisions satisfactory to Buyer. Without limiting the foregoing, Supplier hereby represents, warrants, certifies, covenants and agrees that it shall comply with (to the extent applicable), and provide such cooperation as Buyer may request from time to time to assist Buyer with regard to actions that Buyer determines to take in response to, the requirements of specific laws, orders, rule, ordinances and regulations which may apply to the goods and services.
17. FAIR PRACTICES. Without limiting Section 16 above, Supplier shall comply, and shall cause each of its employees, approved agents, suppliers, and contractors to comply, with all applicable laws, regulations, codes, rules, ordinances, orders and standards, as amended, during and in connection with the performance of the Purchase Order (in the case of Supplier's approved agents, suppliers, and contractors, during and in connection with performance of their obligations to Supplier related to the performance of the Purchase Order). Without limiting the generality of the preceding sentences, Supplier shall remain, and shall cause each of its approved agents, suppliers, and contractors to remain, in compliance with all environmental, health, safety and labor laws, regulations, codes, orders and standards applicable to the operation and use of the facilities at which goods or services covered by the Purchase Order are manufactured, stored or performed. In addition to its other obligations under the Purchase Order, Supplier shall (a) conduct its business in an ethical and fair manner; (b) maintain facilities for its workers that provide a safe and healthy environment; (c) provide wages and benefits that conform to the prevailing industry standards; (d) not, directly or indirectly, exceed local work hour limits; (e) not, directly or indirectly, use any child labor (i.e., workers younger than 16 years of age or the compulsory age for school attendance) or purchase materials from any person or entity that uses child labor; (f) not, directly or indirectly, use prison or other forced labor or purchase materials from any person or entity that uses prison or other forced labor; (g) not, directly or indirectly, discriminate on the basis of race, color, national origin, gender, gender identity or expression, religion, disability, age, sexual orientation or similar factors that are unrelated to a person's ability to perform, or performance of, the applicable task; and (h) cause its approved agents, suppliers, and contractors to comply with the provisions set forth in items (a) through (g).
18. ANTI-BRIBERY AND CORRUPTION.
    a. Supplier acknowledges and understands that Buyer is covered by certain anticorruption laws and regulations, including without limitation the UK Bribery Act and U.S. Foreign Corrupt Practices Act and any anti-bribery laws applicable according to the governing law. These anticorruption obligations extend to this contractual relationship, Supplier, and each of its employees, agents, suppliers, and contractors. Therefore, Supplier agrees that it has not and will not offer, promise, pay, or authorize the payment of any money or anything of value, or take any action in furtherance of such a payment, whether by direct or indirect means, to any government official (“government official” includes, but is not limited to, any employee or official of any governmental authority, government owned or controlled entity, or public international organization, or any candidate for political office) or relative of any government official to influence the decision of such government official in his or her official capacity to: (a) induce a government official to do or omit to

do any act in violation of his or her lawful duty or (b) induce a government official to use his or her influence with a foreign government or instrumentality to affect or influence any act or decision of such government or instrumentality, or to gain any other improper advantage. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

b. Supplier stipulates that that no government official holds an ownership interest or management position in the Supplier or in the contractual relationship established by these Terms and Conditions. In the event of ownership or management by government official – Supplier acknowledges that the government official may qualify as a foreign official under the FCPA. Supplier did not improperly leverage the government official's position and/or duties as a government/foreign official to influence Buyer's decision to award Supplier the Purchase Order, and Supplier will not improperly leverage the government official's position and/or duties as a government/foreign official to influence decisions to award, retain, or direct business going forward.

c. If Buyer has reasonable grounds to believe that any representation covering the anti-bribery and corruption requirements contained in the Terms and Conditions has been breached, or that a bribery-related violation has occurred or is about to occur, notwithstanding anything to the contrary herein, Buyer may withhold further payments pursuant to this agreement or take such further action Buyer reasonably determines is necessary until it has received adequate confirmation that Supplier is in compliance with the Terms and Conditions of this Purchase Order and that no violations of bribery-related laws have occurred or will occur. Supplier agrees that if Buyer views it as reasonably necessary, Supplier will allow Buyer to examine Supplier's books and records to assist and cooperate with Buyer in confirming compliance with the applicable anticorruption laws.

19. PLANT RULES. To the extent any employees, approved agents, suppliers, or contractors of Supplier are required to enter Buyer's facility to perform Supplier's obligations under the Purchase Order, Supplier shall cause such employees, agents, suppliers or contractors to abide by any applicable rules that Buyer may have in effect or hereafter put into effect at such facility, including, without limitation, rules relating to workers, safety, use of cameras, security and confidentiality procedures or requirements, designated entrances, hours of work and the handling of equipment or materials.

20. FORCE MAJEURE. Neither party shall be considered to be in default in the performance of its obligations under the Purchase Order if and to the extent and for so long as a Force Majeure Event makes it illegal or impossible to perform those obligations or, in the case of Buyer only, a Force Majeure Event materially adversely affects Buyer's ability to obtain the full anticipated benefits of the Purchase Order. The term "Force Majeure Event" shall mean any occurrence beyond the reasonable control of the parties that is not due to the affected party's negligence, and that the affected party could not reasonably be expected to have avoided through the exercise of due diligence, including without limitation an act of God, war, riot, fire, explosion, flood, terrorist act, sabotage, epidemic, pandemic, public health emergency, governmental restrictions on transportation, travel or gatherings, or compliance with governmental laws, rules, regulations, orders or action (but specifically excluding strikes, slowdowns or other work stoppages associated with labor problems, none of which shall excuse any delay or default under the Purchase Order or constitute Force Majeure Events). In the event of any such Force Majeure Event, the affected party shall notify the other party in writing (such notice to be provided as promptly as possible and in any event within two (2) days after such occurrence), setting forth in the notice its best estimate of the length of any delay, and the affected party shall use all commercially reasonable efforts to overcome the Force Majeure Event and resume full performance as promptly as reasonably practicable; the other party may suspend its performance corresponding to the performance excused due to the Force Majeure Event. In the event of any such excused delay, the time of performance shall be extended for a period equal to the time lost by reason of the Force Majeure Event; provided, however, that if any Force Majeure Event prevents or delays performance of either party's obligations under the Purchase Order, or materially adversely affects Buyer's ability to obtain the full anticipated benefits of the Purchase Order, for more than thirty (30) days, Buyer may, at its option, terminate the Purchase Order without liability to Supplier as of a date specified in a written notice of termination given to Supplier.

21. DATA SECURITY. To the extent Supplier processes any Buyer Data (as defined below) related to any Personal Information (as defined below) Supplier agrees to be bound by Buyer's Data Processing and Transfer Agreement, a copy of which will be provided upon Supplier's request. If the provision of goods and services requires Supplier to receive, store, transmit or manage Buyer Data, including without limitation Personal Information, or to otherwise access Buyer's systems, Supplier will ensure appropriate protection and handling of Buyer Data.

    a. Supplier represents and warrants that at all times during and after delivering the goods and performing the services pursuant to the Purchase Order it will:

        1. comply, at its sole expense, with all applicable Privacy and Security Requirements (as defined below). Supplier acknowledges that it alone is responsible for identifying, understanding, and complying with its obligations under the Privacy and Security Requirements as they apply to its performance of the Purchase Order and possession of Buyer Data;
        2. use, handle, collect, maintain, safeguard and destroy Buyer Data solely as permitted under the Purchase Order and in accordance with all Privacy and Security Requirements; and, in particular:

3. maintain and enforce administrative, technical, and physical security procedures designed to ensure the confidentiality, integrity, and availability of Buyer Data that are (i) at least equal to those required by all relevant Privacy and Security Requirements, and, to the extent not inconsistent with the foregoing, (ii) in accordance with industry best practices for services of this kind;
4. not transmit or make available any Buyer Data to any entity or person outside the country in which the Buyer Data was collected; and
5. not sell, transfer, disclose to any unauthorized person or entity, or use any of the Buyer Data received in connection with the Purchase Order except, to the extent applicable: (i) to provide the services under the Purchase Order; (ii) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by applicable law (provided Supplier notifies Buyer immediately in writing of any such request, unless expressly precluded from providing such notice by the applicable process); or (iii) for those other uses, if any, expressly authorized by Buyer in writing.

The foregoing requirements are in addition to the other confidentiality and security obligations under the Purchase Order. Nothing contained in this Section 21 will be construed as granting Supplier any ownership interest in any of the Buyer Data.

b. On written request from Buyer, Supplier will provide reasonable documentation, including any applicable third party audits, substantiating Supplier's compliance with the Privacy and Security Requirements and sufficient to satisfy any due diligence obligations imposed on Buyer under any of the Privacy and Security Requirements. At no charge to Buyer, Supplier will cooperate with Buyer and any regulator or other governmental entity having jurisdiction over Buyer or Buyer Data relating to Supplier's performance of the Purchase Order and possession and use of Buyer Data.
c. Supplier will immediately notify Buyer in writing of any actual or suspected breach of confidentiality, privacy or security with regard to any Buyer Data. At no additional cost, Supplier will fully cooperate with Buyer in investigating any such breach, including, but not limited to, the provision of system, application, and access logs, conducting forensic reviews of relevant systems, imaging relevant media, and making Supplier personnel available for interview. On notice of any actual or suspected breach, Supplier will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry best practices.
d. In the event the services require Supplier to access any Buyer Information Technology (as defined below), Buyer will provide Supplier personnel with access to such Buyer Information Technology solely so Supplier can better perform its obligations under the Purchase Order; and provided, that Supplier is permitted to use any Buyer Information Technology to which it is given access solely as necessary for the provision of services to Buyer. Supplier acknowledges that all such Buyer Information Technology is solely owned by Buyer. Supplier shall not pledge as collateral or otherwise place or allow any liens, security interests or encumbrances upon any Buyer Information Technology. Supplier further agrees to execute any license, sublicense or other agreement that may be needed to access software contained in any Buyer Information Technology or other systems. In addition, Supplier may only use Buyer Information Technology subject to the following:
    1. Supplier may not use any Buyer Information Technology for incidental purposes unrelated to the provision of the services and goods under the Purchase Order. Supplier may not use any Buyer Information Technology for commercial purposes, personal gain, or any other purpose that may create a real or perceived conflict of interest with Buyer.
    2. Except where applicable law provides otherwise, Supplier and Supplier personnel should have no expectation of privacy when using the Buyer Information Technology, including, but not limited to, transmitting and storing files, data, and messages. Supplier is hereby notified that Buyer Information Technology is subject to monitoring.
    3. Supplier is prohibited from using Buyer Information Technology for activities that may be deemed illegal under applicable federal, state, local, foreign or international law. If Buyer suspects any illegal activities, it may report Supplier or Supplier personnel to the appropriate authorities and aid in any investigation or prosecution of the individuals involved.
    4. Unless explicitly authorized by Buyer's Chief Information Security Officer in writing, Buyer prohibits using Buyer Information Technology to engage in any activities that may compromise the confidentiality, integrity, and/or availability of Buyer Data or Buyer Information Technology, including, but not limited to: (i) hacking, spoofing, or launching denial of service attacks; (ii) gaining or attempting to gain unauthorized access to others' networks or systems; (iii) gaining or attempting to gain unauthorized escalation of privileges; (iv) sending fraudulent email messages; (v) distributing or attempting to distribute malicious software (malware); (vi) spying or attempting to install spyware or other unauthorized monitoring or surveillance tools; (vii) committing criminal acts such as terrorism, fraud, or identity theft; (viii) downloading, storing, or distributing child pornography or other obscene materials; (ix) creating undue security risks or negatively impacting the performance of the Buyer Information Technology; (x) causing embarrassment, loss of reputation, or other harm to Buyer; (xi) uploading, downloading, or disseminating defamatory, discriminatory, vilifying, sexist, racist, abusive, rude, annoying, insulting, threatening, obscene, or otherwise inappropriate or offensive messages or media; (xii) distributing joke, chain

letter, commercial solicitations, or hoax emails or other messages (spamming); (xiii) disrupting the workplace environment, creating a hostile workplace, or invading the privacy of others; (xiv) using encryption or other technologies in an attempt to hide illegal, unethical, or otherwise inappropriate activities; and (xv) installing or distributing unlicensed or pirated software.

e. Supplier personnel may only use their Buyer-assigned accounts to access the Buyer Information Technology, unless they have been specifically authorized in writing to use a device-specific, administrative, or other account.

f. As used herein:

1. "Buyer Data" means, collectively, (a) data related to the business of Buyer or its affiliates, and (b) Personal Information.
2. "Buyer Information Technology" means any equipment, systems, networks, or applications that are within Buyer's possession, custody, or control, including but not limited to computers, printers, servers, networks, communication systems, software, and other similar items.
3. "Personal Information" means all information received by Supplier in any tangible or intangible form that relates to or personally identifies or makes identifiable any Buyer employee, customer, potential customer, agent, end user, supplier, contact or representative, or any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or household. Examples of Personal Information include, but are not limited to, individual names, addresses, phone numbers, email addresses, purchase history, employment information, financial information, medical information, credit card information, passwords or personal identification numbers, user identification and account access credentials or passwords, credit report information, biometric, health, genetic, medical or medical insurance data, social security numbers, and product service history.
4. "Privacy and Security Requirements" means all applicable local, state, federal, national, and international data privacy, data protection, data security, confidentiality, consumer protection, advertising, electronic mail, data destruction, and other similar laws, rules, orders and regulations, and industry best practices, relating to the privacy and security of Personal Information and other personal information, whether in effect now or in the future.

22. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY ANTICIPATED OR LOST PROFITS OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. TERMINATION.

a. Without limiting any other provision of the Purchase Order or Buyer's rights under applicable law, Buyer may terminate the Purchase Order, in whole or in part, upon 30 days prior written notice to Supplier, (i) for Buyer's own convenience at any time with no penalty or (ii) in the event Supplier (y) breaches any provision of the Purchase Order, whether or not the breach is deemed "material", or (z) ceases to exist, makes an assignment for the benefit of creditors, fails or is unable to pay its debts as they become due, becomes the subject as debtor of any voluntary or involuntary bankruptcy, reorganization, liquidation or insolvency proceeding, or applies for or consents to the appointment of a receiver for itself or any of its property.

b. In the event Buyer terminates the Purchase Order (or any part thereof) for its own convenience under Section 23(a)(i), Buyer shall pay to Supplier all reasonable out-of-pocket costs incurred by Supplier in the performance of the Purchase Order (or the terminated part thereof) prior to Supplier's receipt of the termination notice, as evidenced by reasonable documentation (to the extent Buyer has not previously paid such costs). In the event Buyer terminates the Purchase Order (or any part thereof) under Section 23(a)(ii), in addition to any other rights Buyer may have under the Purchase Order, at law, in equity or otherwise, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those covered by the Purchase Order (or the terminated part thereof), and Supplier shall be liable to Buyer for any excess costs of such similar goods or services.

c. Upon any termination of the Purchase Order (or any part thereof), whether pursuant to this Section 23 or otherwise, Supplier shall transfer title and deliver to Buyer or its designee, in the manner and to the extent requested in writing by Buyer, such completed or partially completed goods, articles and materials, Deliverables, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Supplier has produced or acquired in connection with the performance of the Purchase Order (or the terminated part thereof), and Buyer shall pay to Supplier all reasonable out-of-pocket costs incurred by Supplier prior to Supplier's receipt of notice of termination as a result of the production or acquisition of such completed or partially completed goods, Deliverables and other items, as evidenced by reasonable documentation (provided that Buyer has not previously paid such costs pursuant to Section 23(b)). Except as otherwise expressly set forth in this Section 23, Buyer shall not be responsible to Supplier for any compensation, reimbursement, profits or damages whatsoever as a result of any termination of the Purchase Order (or any terminated part thereof). Supplier shall continue performance of the Purchase Order to the extent the Purchase Order is not terminated by Buyer.

d. Supplier understands and agrees that Buyer's business operations are dependent on the receipt and use of the goods and services, and that the inability to receive and use the goods and services could result in irreparable damage to Buyer. Therefore, Supplier agrees that in the event of any termination of the Purchase Order for any reason, Supplier shall fully cooperate with Buyer in the transition to another provider of replacement or substitute goods and services. In the event Buyer terminates the Purchase Order under Section 23(a)(i), Supplier shall be paid for such transition services at the rates set forth in the Purchase Order, or as otherwise mutually agreed by the parties. Otherwise, such transition services shall be provided by Supplier at no additional cost to Buyer. Buyer may seek specific performance of Supplier's obligations under this Section 23(d), and Supplier hereby waives any defense that damages are an adequate remedy for breach of such obligations. Compliance with this Section 23(d) by either party shall not constitute a waiver or estoppel with regard to any other rights or remedies available to the parties.

e. Sections 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 18, 21, 22, 23(d), 23(e) and 24 of the Purchase Order shall survive any expiration or termination of the Purchase Order and shall be enforceable by Buyer and its affiliates, successors and assigns.

24. MISCELLANEOUS.

a. ENTIRE AGREEMENT. Upon effective acceptance by Supplier, the Purchase Order (including these Terms and Conditions and any documents referenced in or incorporated into the Purchase Order or these Terms and Conditions) shall constitute the entire agreement between the parties (except for any additional warranties given by Supplier) with respect to the purchase and sale of the goods and services identified in the Purchase Order, superseding any and all previous communications, understandings and negotiations, whether oral or in writing (provided that, if Supplier and Buyer are also parties to a master supply agreement, master professional services agreement, or similar master agreement, then the provisions of such master agreement shall apply, and the Purchase Order shall be subject to such master agreement). These Terms and Conditions are hereby incorporated in their entirety into the Purchase Order, and references in these Terms and Conditions to the Purchase Order shall be deemed to mean the Purchase Order incorporating these Terms and Conditions. In the event of any conflict at any time between any provision contained in the Purchase Order (including these Terms and Conditions) and any term or condition or attempted limitation of warranty or liability set forth in any form or communication from Supplier, it is agreed by Supplier and Buyer that such provision in the Purchase Order (including these Terms and Conditions) shall control such conflict and govern the purchase contemplated by the Purchase Order.

b. GOVERNING LAW. The Purchase Order shall be construed and interpreted exclusively in accordance with the laws of the country in which the Buyer is domiciled and registered. THE RIGHTS AND OBLIGATIONS OF BUYER AND SUPPLIER UNDER THE PURCHASE ORDER SHALL NOT BE GOVERNED BY THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

c. DISPUTE RESOLUTION. The parties' shared objective is to resolve any and all disputes that may arise between them as amicably and efficiently as possible, and neither party will unreasonably delay resolution of a dispute. All dispute resolution proceedings will be conducted in the official language of the governing law country. Within seven (7) days after a written notice of a dispute is received by either party from the other, Buyer and Supplier personnel who are senior (when possible) to the people with responsibility for administering the Purchase Order and who have the authority to resolve the dispute will meet either on via telephone or face to face, at a mutually agreeable time and location, and attempt in good faith to resolve the dispute (the "Executive Meeting"). Except as otherwise described herein, any dispute, controversy, difference or claim arising out of or relating to the Purchase Order, including the existence, validity, interpretation, performance, or breach thereof, or any dispute regarding non-contractual obligations arising out of or relating to the Purchase Order, and which have not been resolved by the parties themselves at the Executive Meeting (including instances in which the parties are unwilling or unable to conduct an Executive Meeting), shall be finally resolved by the courts of the governing law country. Nothing in the Purchase Order shall prevent either party from joining, or bringing a claim against, the other party in a products liability action or a class action.

d. AMENDMENTS. The Purchase Order may not be modified or terminated orally, or by any course of performance, dealing or trade, or by any course of conduct, and no modifications, amendments or changes to the Purchase Order shall be valid and binding unless made in writing and signed by an authorized representative of Buyer.

e. NON-WAIVER OF RIGHTS. No waiver by Buyer of any of the provisions of the Purchase Order or any breach thereof shall be effective unless explicitly set forth in writing and executed by an authorized representative of Buyer. Except as expressly otherwise set forth in the preceding sentence, no action or omission taken pursuant to the Purchase Order shall be deemed to constitute a waiver by Buyer of compliance with any representations, warranties or covenants made by Supplier in the Purchase Order. The waiver by Buyer of a breach of any provision of the Purchase Order shall not operate or be construed as a waiver of any prior or subsequent breach.

f. RELEASE OF INFORMATION. Supplier agrees that prior to the issuance of any publicity, or publication of any advertising, which in either case makes reference to the Purchase Order, or to Buyer, Supplier must obtain the written permission of Buyer with respect thereto (which permission Buyer may withhold in its sole discretion).

h. SUBCONTRACTORS. The Purchase Order and the rights and obligations conferred to or undertaken by Supplier under the Purchase Order shall not be subcontracted and/or transferred by any means and to any person, without Buyer's prior written consent. If Buyer approves the engagement of a subcontractor, the following conditions must be met:
    a. Supplier remains responsible to Buyer for the acts, omissions, obligations and liability of each subcontractor;
    b. Supplier hereby unconditionally guarantees to Buyer the complete and timely performance of all of each subcontractor's obligations under the Purchase Order;
    c. Supplier requires each subcontractor to enter into written confidentiality agreements regarding Buyer Proprietary Information, Tools and Designs, the terms of which at least meet Supplier's obligations under Section 12;
    d. Supplier obligates each subcontractor to assign all of such subcontractor's right, title and interest in and to any and all work product produced by it in providing the goods or performing the services to Supplier to ensure Buyer's ownership of all goods and services and Deliverables under the Purchase Order, and further obligates each subcontractor to cooperate with and assist Buyer, at Buyer's expense, in securing any documents necessary or desirable to register or otherwise protect any of Buyer's rights; and
    e. Supplier submits each subcontractor to Buyer for Buyer's review and approval (such approval not to be unreasonably withheld) prior to any such subcontractor commencing any work under the Purchase Order, and promptly removes such subcontractor from the work at Buyer's request.

f. ASSIGNMENTS. Except as permitted under Section 24(h) (SUBCONTRACTORS), Supplier shall not assign, delegate or otherwise transfer any of its rights or obligations under the Purchase Order, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Buyer; any purported assignment or transfer in violation of this provision or without Buyer's prior written consent shall be void. Buyer may assign its rights and obligations under the Purchase Order, in whole or in part, voluntarily or by operation of law, without the consent of Supplier. The Purchase Order is binding upon, and shall inure to the benefit of, Buyer and Supplier and their respective permitted successors and permitted assigns.

g. NON-EXCLUSIVE RIGHTS. The rights and remedies set forth in any provision of the Purchase Order shall be in addition, and without prejudice, to all other rights and remedies to which Buyer may be entitled under any other provision of the Purchase Order, applicable law or otherwise, including, without limitation, any right to specific performance or injunctive relief.

h. HEADINGS. The headings at the beginning of each numbered section hereof have been inserted for ease of reference only and are not part of the Purchase Order.

i. NOTICE OF LABOR DISPUTE. Whenever any actual or potential strike, slowdown or other work stoppage associated with labor problems delays or threatens to delay the timely performance of the Purchase Order, Supplier shall immediately give Buyer written notice thereof, which notice shall include all relevant information with respect thereto and Supplier's best estimate of the length of any such delay.

25. SANCTIONS AND EXPORT CONTROLS COMPLIANCE. Supplier represents, warrants, and covenants that neither it nor any of its affiliates, directors, officers, employees, agents, or subcontractors (collectively, "Supplier Parties") are currently the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other relevant sanctions authority (collectively, "Sanctions Authorities"), nor are they located, organized, or resident in a country or territory that is the subject of comprehensive sanctions. Supplier shall immediately notify Buyer if it or any Supplier Party becomes subject to any sanctions or if any transaction under this Purchase Order becomes restricted or prohibited under applicable sanctions or export control laws. Supplier further represents, warrants, and covenants that it shall comply with all applicable export control and trade compliance laws and regulations, including but not limited to the U.S. Export Administration Regulations ("EAR"), Council Regulation (EU) No 833/2014 and its amendments, and any similar laws or regulations of other jurisdictions applicable to the goods, services, software, or technology provided under this Purchase Order. Supplier shall not export, re-export, transfer, or otherwise make available any such items, services, software, or technology to any person or entity in violation of such laws. Supplier shall not, directly or indirectly, use any goods, services, or technology provided by Buyer under this Purchase Order in connection with any transaction or business involving any person or entity subject to sanctions or located in a comprehensively sanctioned jurisdiction.
26. SUPPLIER CODE OF CONDUCT COMPLIANCE. Supplier acknowledges receipt of and agrees to comply with Harley-Davidson's Supplier Code of Conduct, which outlines the Company's expectations regarding ethical business practices, legal compliance, labor and human rights, environmental responsibility, and workplace safety. Supplier shall ensure that all Supplier Parties are aware of and adhere to the principles and standards set forth in the Supplier Code of Conduct. Supplier shall promptly notify Buyer of any known or suspected violations. Buyer reserves the right to audit Supplier's compliance with the Supplier Code of Conduct and to require corrective action where necessary.

North America Addendum

The following additional terms and conditions apply (and to the extent of any conflict, override) to purchases made within the North America region.

1. COMPLIANCE WITH LAWS: In addition to the requirements in Section 16 above, Supplier hereby represents, warrants, certifies, covenants and agrees that all work performed by Supplier and all goods and services delivered to Buyer pursuant to the Purchase Order shall be performed, provided, manufactured, produced, packaged, labeled, shipped, delivered, invoiced, sold and - if required - registered in accordance and compliance with all applicable federal, national, state, provincial and local laws, orders, rules, codes, ordinances and regulations, including without limitation the following (as each of the same may be amended from time to time) (unless and to the extent Supplier has demonstrated to Buyer's reasonable satisfaction that Supplier is exempt from any of the following):
    a. sections 6, 7, and 12 of the federal Fair Labor Standards Act, and regulations and orders of the U.S. Department of Labor issued under section 14 of said Act;
    b. Executive Order 11246, the Rehabilitation Act of 1973, Executive Order 13496 and its notice posting requirements, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (unless the amount owing from Buyer to Supplier under the Purchase Order is less than $10,000); and
    c. all rules, regulations, and relevant orders of the Secretary of Labor relating to Executive Order 11246, the Rehabilitation Act of 1973, Executive Order 13496 and its notice posting requirements, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (unless the amount owing from Buyer to Supplier under the Purchase Order is less than $10,000).

    With respect to each shipment or other delivery of goods hereafter made by Supplier to Buyer, Supplier hereby represents, warrants, certifies, covenants and agrees that all such goods are, as of the date of such shipment or delivery, not a misbranded or banned hazardous substance within the meaning of the Federal Hazardous Substance Act, as amended. In addition, Supplier specifically represents and warrants that it shall comply with (to the extent applicable), and provide such cooperation as Buyer may request from time to time to assist Buyer with the requirements of (x) section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Action relating to "Conflict Materials" and the related rules and regulations issued by the U.S. Securities and Exchange Commission in connection therewith, (y) the California Transparency in Supply Chains Act of 2010 and the related rules and regulations issued by any governmental authority in the State of California in connection therewith, and (z) similar laws, orders, rules, ordinances and regulations of other jurisdictions.
2. FAIR PRACTICES. Where applicable, Supplier shall abide, and shall cause each of its subcontractors to abide, by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart 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, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Supplier shall include this paragraph in each subcontract it issues.

EMEA Addendum

The following additional terms and conditions apply (and to the extent of any conflict, override) to purchases made within the EMEA region.

1. Invoices shall be sent to Buyer at the following address of the relevant Buyer entity:

Harley-Davidson Austria GmbH
Email: ap.at@harley-davidson.com
Post: Döblinger Hauptstraße 37, 1190 Vienna

Harley-Davidson Benelux B.V.
Email: ap.nl@harley-davidson
Post: Laan van Vredenoord 33, 2289DA Rijswijk, the Netherlands

Harley-Davidson Retail B.V.
Email: ap.retail@harley-davidson.com
Post: Laan van Vredenoord 33, 2289DA Rijswijk, the Netherlands

Harley-Davidson Czech Republic s.r.o.
Email: ap.cz@harley-davidson.com
Post: Plynární 1617/10, Holešovice, 170 00 Prague 7, Czech Republic

Harley-Davidson España Limited
Email: ap.es@harley-davidson.com
Post: Avinguda Via Augusta, 15-25, Sant Cugat Business Park, 08174 Sant Cugat del Vallès (Barcelona)

Harley-Davidson Europe Limited
Email: ap.uk@harley-davidson.com
Post: Oxford Business Park, 6000 Garsington Road, Oxford, Oxfordshire, OX4 2DQ

Harley-Davidson France SAS
Email: ap.fr@harley-davidson.com
Post: Bâtiment “Exa”
12 rue Eugène Dupuis – Zone Europarc
94000 Créteil

Harley-Davidson Germany GmbH
Email: ap.de@harley-davidson.com
Post: Junghofstraße 16 , 60311 Frankfurt

Harley-Davidson Italy s.r.l.
Email: ap.it@harley-davidson.com
Post: Via Privata Bastia 5 – CAP 20139 – Milano (MI)
Post:
Harley-Davidson Switzerland GmbH
Email: ap.ch@harley-davidson.com
Post: Industriestrasse 47, 6300 Zug, Switzerland

2. Currency. Unless otherwise agreed by Buyer all payments made under these Terms and Conditions are to be made in pound sterling when Harley-Davidson Europe Limited is the Buyer and euros when the Buyer is any other EMEA entity.
3. Payment terms. All payments made within the EMEA region shall be made within 30 (thirty) days after Buyer has received a valid invoice.

4. TUPE / ARD. Although neither Buyer nor Supplier expect the Transfer of Undertakings (Protection of Employment) Regulations 2006 as in place and modified from time to time ("TUPE") or the Acquired Rights Directive 77/187 ("ARD") to apply at any stage of these Terms and Conditions including upon termination. Supplier shall indemnify and hold harmless Buyer Indemnified Parties against any and all claims that may be made against any Buyer Indemnified Parties arising out of or relating to the application of TUPE or ARD in a manner relating to these Terms and Conditions.

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LATAM Addendum

The following additional terms and conditions apply (and to the extent of any conflict, override) to purchases made within the LATAM region.

1. OFFER AND ACCEPTANCE. This Offer may be accepted only by executing the Purchase Order and returning a signed copy to Buyer, or by any other commercially reasonable means of acceptance by Supplier, including by shipment of goods, performance of services, or otherwise.
2. PRICING AND PAYMENT. If no pricing is set forth on the Purchase Order, then the purchase price shall be null and void. Supplier shall issue each invoice after delivery of the applicable conforming goods or performance of the applicable conforming services in the same month of such delivery or performance (in either case, unless the Purchase Order sets forth a different invoicing schedule). Invoices shall be sent to Buyer electronically at ap@harley-davidson.com.
3. CHANGE ORDERS: Any amendment, modification or amendment to Purchase Order shall only be valid when formalized through the execution of a Purchase Order amendment or a new Purchase Order.
4. LABOR AND LITIGATION RESPONSIBILITY Supplier expressly represents and warrants that the execution of Purchase Order does not imply the establishment of bonds of any kind, including employment, agency and/or representation between Buyer and the personnel used, directly or indirectly, by Supplier in the performance of the Purchase Order, its shareholders, officers, employees, agents, service providers, third parties, subcontractors, advisors, agents, consultants, directors of affiliated or controlled companies, and any other related persons. The labor used to execute the Purchase Order is the sole and exclusive responsibility of Supplier, who, as the sole employer for the purposes of the Purchase Order, undertakes to strictly observe and comply with the applicable labor, social security, tax and civil laws in force on the date of execution of the Purchase Order, and shall also be responsible for any additional costs relating to the remuneration due to its employees and/or subcontractors, and which may be designated thereby to perform the activities arising from the Purchase Order. In the event that Supplier is sued, notified, summoned, served process or sentenced due to noncompliance and/or untimely compliance with any obligations of Supplier arising from the Purchase Order, whether of a fiscal, environmental, social security or any other nature, Buyer may include Supplier in the claim and take all necessary measures. In the event that Buyer is sued by any ex or a current employee/subcontractor of Supplier in relation to labor obligations, Supplier shall be required to immediately replacement Buyer as defendant. In the event that such replacement is not possible, Supplier shall be required to fully reimburse all charges, costs and losses caused and borne by Buyer to defend its interests, such as attorneys' fees, in addition to fines and convictions of any type incurred by Buyer, regardless of any court or out-of-court notice, within fifteen (15) calendar days from the date of the request made by Buyer in this respect. Failure by Supplier to comply with the conditions set out in this Section shall automatically authorize Buyer to promote the respective collection in court of all costs demonstrably incurred under the terms of this Section. Without prejudice to the provisions of the items above, or any other privilege contained in this Terms and Conditions, Buyer shall be entitled, in the event of any of the cases provided for above, when notified of the claim at issue, to withhold payments due until Supplier satisfies the respective obligation, and eliminate Buyer's risk of possibly being involved in claims, notices, summons or conviction relating to the fact or act committed by Supplier.

APAC Addendum

The following additional terms and conditions apply (and to the extent of any conflict, override) to purchases made within the APAC region.

1. PRICING AND PAYMENT. Invoices shall be sent to Buyer at the following address:

Harley-Davidson (Thailand) Co., Ltd (3045):	Invoices shall be sent to the business requestor or sent to this email: ap3045thailand@harley-davidson.com
HDMC (Thailand) Ltd. or H-D Motorcycle (Thailand), Ltd. or H-D Motor (Thailand) Ltd.(3047/3048/3049):	Invoices shall be mailed to the address below or sent to this email: APTHAILAND@HARLEY-DAVIDSON.COM 500/38, Moo3, Tambol Tasit, Amphur, Pluakdaeng, Rayong, Thailand 21140
H-D Singapore (3016):	Invoices shall be sent to the business requestor or sent to this email: HDAP-AccountsPayable@harley-davidson.com
H-D Asia Pacific (1250):	Invoices shall be sent to the business requestor.
H-D Indonesia (3035):	Invoices shall be sent to the business requestor.
Japan (3040):	Invoices shall be sent to HDJ-AP@harley-davidson.com
ANZ (3060):	Invoices shall be sent to ap.aust@harley-davidson.com
China (3085):	Invoices shall be sent to HDC-AccountsPayable@harley-davidson.com
India (3055):	Invoices shall be sent to the business requestor.