

# Oshkosh Corporation Electronic Commerce Trading Partner Agreement

*Prepared for our Trading Partners By the Information Systems Department*

*Effective: Tuesday, May 1, 2018*



## **Trading Partner Agreement**

**Oshkosh Corporation**, like most EDI participants, requires an executed legal agreement to define the unique terms and conditions of Electronic Commerce. To simplify the review by legal staff our agreement is fashioned after the ABA recommended agreement. This document should be familiar to your attorneys and/or legal department.

Please review the agreement. Sign one copy and send it to Oshkosh Global Procurement and Supply Chain at the address below. **Oshkosh Corp** authorized representatives will review this signed copy and archive it as necessary.

### **Oshkosh Corporation**

Attn: Corporate Purchasing Global Procurement and Supply Chain

P.O. Box 2566 Oshkosh, WI 54903-2566

## OSHKOSH CORPORATION ELECTRONIC DATA INTERCHANGE

### TRADING PARTNER AGREEMENT

#### I. Parties

1.1 **Oshkosh Corporation**, a Wisconsin corporation, on its own behalf and on behalf of its subsidiaries, with offices at 2307 Oregon Street, Oshkosh, Wisconsin 549032566 (“Oshkosh”);

1.2 \_\_\_\_\_, a \_\_\_\_\_ corporation, with offices at \_\_\_\_\_ (“Trading Partner”).

#### II. Recitals

2.1 The Recitals are part of this Agreement.

2.2 Oshkosh and Trading Partner desire to facilitate purchase and sale transactions (“Transactions”) by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of electronic technologies for the mutual benefit of the parties.

#### III. Arrangements

3.1 Documents and Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in Appendix A, and transaction sets which the parties by written agreement add to Appendix A (collectively “Documents”). Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party.

#### 3.2 Third Party Service Providers.

3.2.1. Documents will be transmitted electronically to each party either, as specified in Appendix A, directly or through a third party service provider (“Provider”) with which either party may contract. Trading Partner may modify its election to use, not use or change a Provider upon ninety (90) days prior written notice.

3.2.3. Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such party; provided, that if both parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.

3.3 Security Procedures. Each party is solely responsible for the selection, implementation and maintenance of appropriate security products, tools, tests and/or procedures to protect and safeguard its programs and data from improper or unauthorized access, loss, alteration or destruction. Each party shall properly use security procedures that are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper or unauthorized access. The parties shall treat as “confidential” or “proprietary” information, the other party’s network procedures, passwords and computer telephone numbers, or the like, and shall not disclose or otherwise make available such information, in whole or in part, to any person other than its employees and/or authorized agents without the prior written consent of the other party. The parties shall treat as “confidential” and “proprietary” any information relating to product pricing and/or volumes.

3.4 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, communication services and testing necessary to effectively and reliably transmit and receive Documents.

#### IV. Transmissions

4.1 Encryption. All transmissions must be completed through secure channels. Examples of acceptable protocols are SFTP and HTTPS/AS2.

4.2 Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party’s receipt computer.

4.3 Verification. Upon proper receipt of any Document, the receiving party may transmit a functional acknowledgment in return, unless otherwise specified in Appendix A. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received.

4.4 Acceptance. No Document shall give rise to any obligation on the part of either party unless and until the sending party has properly received in return a functional acknowledgment, or the receiving party has commenced performance in accordance with the Document.

4.5 Unintelligible Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

## V. Transaction Terms

5.1 Terms and Conditions. Any Transaction made pursuant to this Agreement shall be subject to the Supplier Standards Guide, a complete copy of which is available on the Oshkosh Corporation website and the contents of which Trading Partner hereby acknowledges accessing and understanding, provided however, that this Agreement does not address terms and conditions of sale but is expressly limited to Electronic Data Interchange. As such, any Oshkosh terms and conditions of sale found within the Supplier Standards Guide, unless otherwise agreed to by the parties pursuant to another agreement, are not applicable.

In the event of any conflict between the terms of this Agreement and those of the Appendices or the Supplier Standards Guide, the terms of the Agreement shall prevail.

5.2 Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided herein or by a separate written agreement of the parties.

5.3 Controlled Data. This agreement does not permit nor authorize the transmission of data regulated under any federal export control regime to include the International Traffic in Arms Regulations, the Export Administration Regulations, and the Foreign Assets Control Regulations, nor the transmission of classified, controlled unclassified (CUI), or personally identifiable (PII) information. Any transmission of such data must be addressed in a separate agreement which complies with the special requirements for the transmission and exchange of such data.

### 5.4 Validity and Enforceability.

5.4.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

5.4.2. Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, or this Agreement, to be a "writing" or "in writing;" and any such Document when containing, or to which there is affixed, an indicia indicating the originating party shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

5.4.3. The conduct of the parties pursuant to this Agreement, including the use of Documents properly transmitted pursuant to this Agreement, shall for all legal purposes, evidence a course of dealing and a course performance accepted by the parties in furtherance of this Agreement and any Transaction.

5.4.4. The parties agree not to contest the validity or enforceability of Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Documents were not originated or maintained in documentary form.

5.4.5. Resolution of differences in interpretation will result in the difference in interpretation of a code or data element being interpreted by the originator of the transaction.

VI. Miscellaneous.

6.1 Termination. This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

6.2 Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

6.3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

6.4. Limitation of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents, or arising from goods, delivered pursuant to any Transaction or any defects therein, even if either party has been advised of the possibility of such damages.

6.5. Force Majeure. Neither party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

6.6. Entire Agreement. This Agreement and Appendix A hereto, constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions' of this Agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

The EDI Trading Partner has caused this Agreement to be properly executed by its duly authorized representative on the date set forth below.

**Oshkosh Corporation**

Trading Partner Name

By \_\_\_\_\_

(Authorized Signature) Name and Title (printed or typed)

Date

**Appendix A**

## Transaction Sets (Documents)

**Finance**

810 – Invoice  
 820 – Payment Order/Remittance Advice  
 823 – Lockbox  
 INVOIC - Invoice

**Purchasing**

832 – Price/Sales Catalog  
 840 – Request for Quotation  
 843 – Response to Request for Quotation  
 850 – Purchase Order  
 855 – Purchase Order Acknowledgment  
 860 – Purchase Order Change  
 865 – Purchase Order Change Acknowledgment  
 869 – Order Status Inquiry 870 – Order Status Report  
 ORDERS – Purchase Order  
 ORDRSP – Purchase Order Response  
 ORDCHG – Purchase Order Change

**Materials Management**

830 – Planning Schedule with Release Capability  
 846 – Inventory Inquiry/Advice  
 856 – Ship Notice/Manifest  
 861 – Receiving Advice / Acceptance Certificate  
 862 – Shipping Schedule  
 863 – Report of Test Results  
 866 – Production Sequence  
 870 – Order Status Report  
 DESADV – Despatch Advice  
 DELFOR –Planning Schedule

**Transportation**

204 – Motor Carrier Load Tender  
 210 – Motor Carrier Invoice  
 214 – Transportation Carrier Shipment Status  
 853 – Routing and Carrier Acknowledgment  
 858 – Shipping Information  
 859 – Freight Invoice  
 990 – Response to a Load Tender

**Warranty**

140 – Product Registration  
 141 – Product Service Claim Response  
 142 – Product Service Claim  
 143 – Product Service notification

**Multi-Functional**

- 816 – Organizational Relationships
- 824 – Application Advice
- 848 – Material Safety Data Sheet
- 864 – Text
- 997 – Functional Acknowledgment
- CONTRL – Functional Acknowledgment