

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

**FORM 10-K**

X ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED JANUARY 31, 2026 OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File No. 001-33866

**TITAN MACHINERY INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or Other Jurisdiction of Incorporation or Organization)

45-0357838  
(IRS Employer Identification No.)

644 East Beaton Drive  
West Fargo, ND 58078-2648  
(Address of Principal Executive Offices)

(701) 356-0130  
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.00001 par value per share	TITN	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging Growth Company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of our common stock held by non-affiliates as of July 31, 2025, the last business day of our most recently completed second fiscal quarter, was approximately \$389.0 million based on the closing price of the common stock on the Nasdaq Global Select Market on such day.

The number of shares outstanding of the registrant's common stock as of March 23, 2026 was 23,354,499 shares.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the definitive proxy statement for the registrant's 2026 Annual Meeting of Stockholders are incorporated by reference into Items 10, 11, 12, 13 and 14 of Part III of this report. The definitive proxy statement for the registrant's 2026 Annual Meeting of Stockholders will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

**Table of Contents**

**Page No.**

		<u>Page No.</u>
	<b><u>PART I</u></b>	
<a href="#">Item 1.</a>	<a href="#">Business</a>	<a href="#">1</a>
<a href="#">Item 1A.</a>	<a href="#">Risk Factors</a>	<a href="#">13</a>
<a href="#">Item 1B.</a>	<a href="#">Unresolved Staff Comments</a>	<a href="#">21</a>
<a href="#">Item 1C.</a>	<a href="#">Cybersecurity</a>	<a href="#">21</a>
<a href="#">Item 2.</a>	<a href="#">Properties</a>	<a href="#">22</a>
<a href="#">Item 3.</a>	<a href="#">Legal Proceedings</a>	<a href="#">23</a>
<a href="#">Item 4.</a>	<a href="#">Mine Safety Disclosures</a>	<a href="#">24</a>
	<b><u>PART II</u></b>	
<a href="#">Item 5.</a>	<a href="#">Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</a>	<a href="#">24</a>
<a href="#">Item 6.</a>	<a href="#">Reserved</a>	<a href="#">25</a>
<a href="#">Item 7.</a>	<a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">26</a>
<a href="#">Item 7A.</a>	<a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	<a href="#">43</a>
<a href="#">Item 8.</a>	<a href="#">Financial Statements and Supplementary Data</a>	<a href="#">44</a>
<a href="#">Item 9.</a>	<a href="#">Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</a>	<a href="#">91</a>
<a href="#">Item 9A.</a>	<a href="#">Controls and Procedures</a>	<a href="#">91</a>
<a href="#">Item 9B.</a>	<a href="#">Other Information</a>	<a href="#">91</a>
<a href="#">Item 9C.</a>	<a href="#">Disclosure Regarding Foreign Jurisdictions that Prevent Inspections</a>	<a href="#">92</a>
	<b><u>PART III</u></b>	
<a href="#">Item 10.</a>	<a href="#">Directors, Executive Officers and Corporate Governance</a>	<a href="#">92</a>
<a href="#">Item 11.</a>	<a href="#">Executive Compensation</a>	<a href="#">92</a>
<a href="#">Item 12.</a>	<a href="#">Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</a>	<a href="#">92</a>
<a href="#">Item 13.</a>	<a href="#">Certain Relationships and Related Transactions, and Director Independence</a>	<a href="#">92</a>
<a href="#">Item 14.</a>	<a href="#">Principal Accountant Fees and Services</a>	<a href="#">93</a>
	<b><u>PART IV</u></b>	
<a href="#">Item 15.</a>	<a href="#">Exhibits and Financial Statement Schedules</a>	<a href="#">93</a>
<a href="#">Item 16.</a>	<a href="#">Form 10-K Summary</a>	<a href="#">97</a>

## ITEM 1. BUSINESS

### Our Company

Titan Machinery Inc. and its subsidiaries (collectively, "Titan Machinery," the "Company," "we," or "our") own and operate a network of full service agricultural and construction equipment stores in the United States, Europe and Australia. We have been an authorized dealer of CNH Industrial N.V. or its U.S. subsidiaries (collectively referred to in this Annual Report on Form 10-K (this "Form 10-K") as "CNH") since our formation in 1980. CNH is a leading global manufacturer and supplier of agricultural and construction equipment, which includes the Case IH Agriculture, New Holland Agriculture, Case Construction and New Holland Construction brands. Based upon information provided to us by CNH, we are the largest retail dealer of Case IH Agriculture equipment in the world, one of the largest retail dealers of Case Construction equipment in North America and one of the largest retail dealers of New Holland Agriculture and New Holland Construction equipment in the United States. In addition to the CNH brands, we sell and service equipment supplied by a variety of other manufacturers and distributors.

We operate our business in four reportable segments, Agriculture, Construction, Europe and Australia, within which we engage in four principal business activities:

- new and used equipment sales;
- parts sales;
- equipment repair and maintenance services; and
- equipment rental and other business activities.

We offer our customers a one-stop solution by providing equipment and parts sales, equipment repair and maintenance services, and rental functions in each store. Our full service approach provides us with multiple points of customer contact and cross-selling opportunities. We believe our mix of principal business activities, as well as our broad geographic footprint, provide us with crop, weather and market diversification. This diversification helps to lower our overall exposure to adverse economic cycles that affect particular geographic markets or segments. We also believe our scale, customer service strategy, centralized resources, and experienced management team provide us with a competitive advantage in many of our local markets.

Over our 45-year operating history, we have built an extensive network of 90 full service stores in the United States, 39 stores in Europe and 15 stores in Australia. Our Agriculture stores in the U.S. are located in Idaho, Iowa, Kansas, Minnesota, Nebraska, North Dakota, South Dakota, Wisconsin and Wyoming, which includes several highly productive farming regions, such as the Red River Valley in eastern North Dakota and northwestern Minnesota, portions of the corn belt in Iowa, eastern South Dakota and southern Minnesota, the I-80 corridor region in Nebraska, which sits on top of the Ogallala Aquifer, and the Snake River Valley in eastern Idaho. Our Construction stores are located in Colorado, Iowa, Minnesota, Nebraska, North Dakota, South Dakota, and Wisconsin. Internationally, our European stores are located in Bulgaria, Germany, Romania, and Ukraine, and our Australian stores are located in New South Wales, South Australia, and Victoria in Southeastern Australia.

We have a history of growth through acquisitions. Those acquisitions vary from single location dealerships to larger dealership groups with multiple locations. Since January 1, 2003, we have completed over 60 acquisitions with locations in 15 U.S. states, four European countries, and three Australian states, and have established a network of dealership locations in Ukraine. We believe that there will continue to be opportunities for dealership consolidation in the future, and we expect that acquisitions will continue to be a component of our long-term growth strategy.

### Products and Services

Within each of our segments, we have four principal sources of revenue: new and used equipment sales, parts sales, equipment repair and maintenance services, and equipment rental and other business activities.

### *New and Used Equipment Sales*

We sell new agricultural and construction equipment manufactured under the CNH family of brands and equipment from a variety of other manufacturers. We also sell used equipment, which is primarily acquired through trade-ins from our customers. The agricultural equipment we sell and service includes machinery and attachments for uses ranging from large-scale commercial farming to home and garden purposes. The construction equipment we sell and service includes heavy construction machinery, light industrial machinery for commercial and residential construction, and road and highway construction machinery. Equipment sales generate future opportunities for service and parts sales. Equipment revenue represented 73.1%, 75.9% and 77.8% of total revenue for the fiscal years ended January 31, 2026, 2025 and 2024, respectively.

### *Parts Sales*

We maintain an extensive in-house parts inventory to provide timely parts and repair and maintenance support to our customers. Our parts sales provide a revenue stream that is less sensitive to economic cycles than our equipment sales. Parts revenue represented 17.6%, 15.9% and 14.9% of total revenue for the fiscal years ended January 31, 2026, 2025 and 2024, respectively.

### *Equipment Repair and Maintenance Services*

We provide set-up and repair and maintenance services, including warranty repairs, for our customers' equipment. Our stores have service shops staffed by trained service technicians who do service work both at our stores and off-site at customer locations. We provide proactive and comprehensive customer service by maintaining service histories for each piece of equipment owned by our customers, maintaining 24/7 service hours in times of peak equipment usage, providing on-site and off-site repair services, scheduling off-season maintenance activities with customers, notifying customers of periodic service requirements and providing training programs to customers to educate them on standard maintenance requirements. Our aftermarket repair and maintenance services have historically provided a high-margin and stable source of revenue through changing economic cycles. Service revenue represented 7.3%, 6.7% and 5.7% of total revenue for the fiscal years ended January 31, 2026, 2025 and 2024, respectively.

### *Equipment Rental and Other Business Activities*

We rent equipment to our customers, primarily in the Construction segment, for periods ranging from a few days to full seasons. We manage the size, quality, age and composition of our rental fleet and closely monitor and analyze customer demand and rental rate trends. We service our rental fleet through our on-site parts and services teams and market our rental equipment through our retail sales force. Our rental activities create cross-selling opportunities to our rental customers, including equipment sales and rent-to-own purchase options.

Our other business activities include ancillary products and services such as equipment transportation, Global Positioning System ("GPS") signal subscriptions and other precision farming products, farm data management products, and CNH finance and insurance products.

Revenue from rental and other business activities represented 2.0%, 1.5% and 1.6% of total revenue for the fiscal years ended January 31, 2026, 2025 and 2024, respectively.

## **Industry Overview**

### *Agricultural Equipment Industry*

Agricultural equipment is purchased primarily by farmers and commercial entities, such as cooperatives, that provide services to farmers for the production of crops used for food, fiber, feed grain and feedstock for renewable energy. Agricultural equipment is also purchased for "lifestyle farms", home and garden applications, and maintenance of commercial, residential and government properties. Deere & Company ("Deere"), CNH, AGCO Corporation ("AGCO"), and Kubota Corporation ("Kubota"), are the largest global manufacturers of agricultural equipment, and they each manufacture a full line of equipment and parts that supply the primary machinery requirements of farmers and other users of agricultural equipment. In addition to the major manufacturers, several short-line manufacturers produce specialized equipment that satisfies various niche requirements of end-users. Agricultural equipment manufacturers typically grant dealers in the United States defined sales and marketing territories with designated store locations to distribute their products.

We believe there are many factors that influence demand for agricultural equipment, parts, and repair and maintenance services. A farmer's equipment purchasing decision is heavily influenced by their net farm income. The factors that affect net farm income include commodity prices and market conditions, production yields, tariffs and trade policies, interest rates and credit availability, government policies affecting production agriculture, tax policies and subsidies, local growing conditions, general economic conditions that affect demand for agricultural commodities (such as consumer consumption of food products)

and renewable fuels) and general economic conditions that affect input costs (such as labor, fuel, and fertilizer). European Union subvention funds and country-specific subsidies play a significant role in our European operations. Any of these factors can change materially in a short period of time, creating volatility in demand for our products and services.

U.S. federal legislation, such as the U.S. Farm Bill and its subsequent extensions, along with other federal programs, attempt to stabilize the U.S. agriculture industry through various programs including (i) commodity programs consisting of direct, counter-cyclical and price support payments to farmers; (ii) conservation programs; (iii) crop insurance programs; and (iv) disaster relief programs. In Australia, the Farm Management Deposit program is used by farmers to help with uneven income flows by making deposits during more profitable years and receiving repayments during years with lower profitability. We believe that these various governmental programs help mitigate financial volatility in the agriculture industry and assist farmers in continuing to operate their farms during economic downturns and through the adverse headwinds caused by trade policies and tariffs.

#### *Construction Equipment Industry*

Construction equipment is purchased primarily for use in commercial, residential and infrastructure construction, as well as for agriculture, demolition, energy production and forestry operations. Caterpillar, Inc., Deere, Komatsu Ltd., the Volvo Group, Terex Corporation, Doosan, and CNH are some of the largest global manufacturers of construction and industrial equipment. The market for construction equipment is segmented across multiple categories including earth moving, lifting, light industrial, asphalt and paving, and concrete and aggregate equipment. As with agricultural equipment, distribution of construction equipment in the United States is accomplished primarily through manufacturer authorized dealers.

Industry reports show that demand for construction equipment in our markets is driven by several factors, including (i) public spending on infrastructure, such as, roads, highways, sewer and water, and other public works projects; (ii) public and private expenditures for the energy, mining, and forestry industries; (iii) business conditions in the agriculture industry; and (iv) general economic and market conditions of the construction sector for residential and commercial construction including data centers.

#### **Business Strengths**

We believe the following attributes are important factors in our ability to compete effectively and to achieve our long-term financial objectives:

##### *Centralized Inventory Management*

Our significant scale enables us to centrally manage our inventory, while still offering a significant breadth of inventory at the individual store level. We balance the needs of our customers to timely receive equipment and parts against the carrying costs and margin degradation caused by oversupply. Our significant floorplan financing capacity enables us to opportunistically purchase and carry inventory to satisfy market demands.

##### *Superior Customer Service at the Local Level*

We believe that the following capabilities enable us to better serve our customers:

- our centralization of numerous administrative functions enables our employees in the field to focus on customer service;
- our staffing of a large number of highly-trained service technicians across our network of stores makes it possible to schedule repair services on short notice without affecting our technician utilization rates;
- our ability to staff and leverage product and application specialists across our network of stores makes it possible to offer valuable pre-sale and aftermarket services, including equipment training, best practices education and precision farming technology support; and
- our ability to innovate and lead our industry through initiatives such as precision farming and farm data management products and services provides our customers with the latest advances in technology and operating practices.

We spend significant time and resources recruiting and training our employees to develop the skills necessary to serve our customers in our local markets. Our employee training program involves active participation in all manufacturer-sponsored training programs, the use of industry experts for customized training programs, and a centralized training team to assist in training programs and the integration of newly-acquired dealerships. We partner with many technical colleges to offer financial aid to students who we intend to employ as service technicians, after the program is completed. We also offer a federally regulated and approved service technician apprenticeship program that provides our employees with the opportunity to obtain a national, industry recognized certification earned through full-time on-the-job-training with Titan Machinery.

*Ability to Act on Acquisition Opportunities*

We believe that our experienced management team and access to capital enable us to be opportunistic in responding to accretive growth opportunities, primarily arising from the continued consolidation of the agriculture and construction equipment dealer network.

*Professional Centralized Marketing Systems*

Our centralized shared resource group based in our corporate headquarters includes a professional marketing team that supports all aspects of brand and solution awareness, customer analytics and targeting, and lead generation through multichannel campaigns that typically incorporate digital marketing (email, website, search, display, social and syndication), direct mail, and regional and local advertising and sponsorships. Our marketing functions also drive increased customer engagement and loyalty by administering a consistent customer Net Promoter Score process and through participation in trade shows and industry events and communication and coordination for local store open houses, service clinics, equipment demonstrations, product showcases and customer appreciation outings.

*Ability to Attract and Retain Superior Employees*

We recognize that attracting and retaining talented employees is essential to achieving outstanding company performance. We strive to develop our employees through internal training programs as well as third-party training programs hosted by our manufacturers and other professional services. In addition, we have robust compensation tools that allow us to react to rapidly changing market conditions and reward employees for high performance. We believe that our efforts in these areas will enable us to attract and retain superior employees necessary for us to be successful in our industry. See additional discussion in this Item 1 under the heading "Human Capital".

*Diverse and Stable Customer Base*

Our large geographic footprint covering ten U.S. states, four European countries and three Australian states provides a diversified customer base. We believe that this diverse customer base reduces the potential impact of risks associated with customer concentration and fluctuations in local market conditions that may be experienced by smaller dealers. During fiscal 2026, none of our customers accounted for more than 1.0% of our total revenue. Revenue from customers located outside of the United States is primarily included in our Europe and Australia segments, which represented 23.0%, 17.8% and 13.8% of total consolidated revenue during fiscal 2026, 2025 and 2024, respectively.

*Experienced Management Team*

Our executive team is led by Bryan Knutson, who was appointed as our President and Chief Executive Officer effective February 1, 2024. Mr. Knutson has over 20 years of industry experience at our Company ranging from equipment sales to executive positions. Robert Larsen, our Chief Financial Officer, has over 15 years of industry and other finance leadership experience having worked at CNH, Raven Industries, and PricewaterhouseCoopers prior to joining the Company. Our other executive team members, managers in the field, and equipment sales consultants also have extensive knowledge and experience in our industry. We compensate, develop and review our managers and sales employees based on an approach that aligns their compensation incentives with the goals and objectives of our Company, including achievement of revenue, profitability, market share and balance sheet objectives.

**Growth Strategy**

We pursue the following growth strategies:

*Increasing Same-Store Sales and Market Share*

Increasing same-store sales and market share are among our top priorities. This type of growth enhances our current period sales revenue and increases the potential for recurring parts and service business during the life of the sold equipment. We seek to generate growth in same-store sales and market share by:

- employing significant marketing and advertising programs, including targeted direct mailings, Titan Machinery website efforts, internet based marketing, advertising with targeted local media outlets, participation in and sponsorship of trade shows and industry events, regular direct mail advertising, and hosting open houses, service clinics, equipment demonstrations, product showcases and customer appreciation outings;
- supporting and providing customers with training on evolving technologies, such as precision farming and farm data management, which can be difficult for smaller equipment dealers to make available;

- maintaining state-of-the-art service facilities, mobile service trucks and trained service technicians to maximize our customers' equipment uptime through preventative maintenance programs and seasonal 24/7 service support; and
- centrally managing our inventory to optimize the availability of equipment and parts for our customers.

#### *Strategic Acquisitions*

Since January 1, 2003, we have completed over 60 acquisitions with locations in 15 U.S. states, four European countries and three Australian states. In addition, we have developed our dealership network in Ukraine through new start-up operations. The agricultural and construction equipment dealership industries are fragmented and include many relatively small, independent businesses serving discrete local markets. We believe a favorable climate for dealership consolidation will continue to exist in the future due to several factors, including the competitiveness of our industry, significant industry cyclicalities, including prolonged downturns, increased dealer capitalization requirements, increased sophistication and complexity of equipment and related technologies, increased expectations from our customers and our equipment suppliers, and the lack of succession alternatives for many current owners. We intend to pursue acquisitions with the objectives of consolidating distribution within our existing footprint, entering new markets, and strengthening our competitive position. We expect that strategic acquisitions will continue to be a component of our long-term growth strategy.

We regularly assess the acquisition landscape, evaluating potential acquisitions in terms of availability and alignment to our long-term growth strategy. Typically, in an acquisition, we acquire only the working capital and fixed assets that we believe are necessary to run an efficient store, and we do not generally assume any indebtedness. On occasion, we have acquired all of the outstanding equity of a company. Acquisitions are typically financed with available cash, floorplan line of credit capacity, and long-term debt.

The consent of CNH is required to acquire any CNH dealership. Additionally, the consent of our lender group, consisting of a number of national and regional banks (the "Bank Syndicate"), is required for acquisitions over certain thresholds or other criteria as set forth in our Bank Syndicate agreement.

#### *Strategic Divestitures*

Our long-term growth strategy centers on a disciplined approach to capital allocation. We continuously evaluate our dealership footprint to prioritize investments that create shareholder value. We may selectively divest dealerships that no longer meet our growth criteria or strategic objectives. By maintaining a flexible and disciplined evaluation process, we ensure our dealership footprint remains optimized for sustainable growth and consistent value creation.

#### **Suppliers**

##### *CNH—Case IH Agriculture, Case Construction, New Holland Agriculture, New Holland Construction and Steyr*

CNH is a publicly-traded, global leader in the agricultural and construction equipment industries. In 2025, CNH generated \$15.3 billion in revenue from its equipment operations. CNH is the world's second largest manufacturer of agricultural equipment, manufacturing the Case IH Agriculture and New Holland Agriculture brands of equipment. Case IH Agriculture, recognized by the red color of its equipment, has over 170 years of farm equipment heritage. New Holland Agriculture, recognized by the blue color of its tractors and the yellow color of its harvesting and hay equipment, has over 120 years of farm equipment industry heritage. The Case Construction, New Holland Construction and Steyr brands are also owned and operated by CNH.

In fiscal 2026, CNH supplied approximately 74% of the new equipment sold in our Agriculture segment, 75% of the new equipment sold in our Construction segment, 57% of the new equipment sold in our Europe segment and 60% of the new equipment sold in our Australia segment. In addition, CNH provides financing and insurance products and services to our end-user customers through its affiliate CNH Industrial Capital America, LLC ("CNH Capital").

Our relationship with CNH is more than a typical supply relationship; it is strategic for both our Company and CNH. We believe that it is in each company's interest to maintain and develop the longstanding strong relationship we share.

#### *Dealership Agreements*

We have separate dealership agreements with CNH to sell and service the Case IH Agriculture, New Holland Agriculture, Case Construction and New Holland Construction brands (collectively the "CNH Dealer Agreements"). Separate CNH Dealer Agreements exist for each of our United States stores or store complexes, for each of the European countries in which we operate and for our Australian operations. The structure of the United States, European and Australian agreements are very similar. Except as noted, the following discussion describes each of the United States CNH Dealer Agreements. For an

additional description of the new CNH Dealer Agreement that we have entered into with respect to our Australian operations, see the discussion in Part III, Item 9B, *Other Information*, of this Form 10-K.

Each of the CNH Dealer Agreements assigns to us a geographically defined area of primary responsibility, providing us with distribution and product support rights within the identified territory for specific equipment products. Although the dealer appointment is non-exclusive, in each territory there is typically only one dealer responsible for retail sales to end-users and for after-sales product support of the equipment. If we sell certain CNH construction equipment outside of our designated sales and service areas, CNH has the right to require that we pay sales and service fees for purposes of compensating the dealer assigned to such territory. We are authorized to display and use CNH trademarks and trade names at our stores, with certain restrictions.

Under our CNH Dealer Agreements, we have both the right and obligation to sell CNH equipment and related parts and products and to provide customers with repair services. The CNH Dealer Agreements impose various dealer standards on us regarding the location and appearance of facilities, satisfactory levels of new equipment and parts inventories, the training of personnel, adequate business enterprise and information technology systems, adequate working capital, a maximum adjusted debt to tangible net worth ratio, development of annual sales and marketing goals, and furnishing of monthly and annual financial information to CNH. We must obtain the approval or consent of CNH in the event of proposed fundamental changes to our ownership, governance or business structure (defined as "change in control" events) including, among other things, (i) a merger, consolidation or reorganization, unless securities representing more than 50% of the total combined voting power of the successor corporation are immediately owned, directly or indirectly, by persons that owned our securities prior to the transaction; (ii) a sale of all or substantially all of our assets; (iii) any transaction or series of transactions resulting in a person or affiliated group acquiring 30% or more of the combined voting power of our securities or, in the case of a competitor of CNH, acquiring 20% or more of the combined voting power of our securities; (iv) a substantial disposition of shares of our common stock by certain named executives; (v) certain significant changes in the composition of our Board of Directors (the "Board"); and (vi) replacement of our President and Chief Executive Officer. The CNH Dealer Agreements do not establish mandatory minimum or maximum retail pricing for our equipment, parts, or service offerings.

The Case IH Agricultural dealership agreement and the Case Construction dealership agreement have fixed terms expiring on December 31, 2027, and renew automatically for successive five-year terms unless either party notifies the other party of its intention not to renew or otherwise exercises its termination rights under the agreement. The New Holland dealership agreement is a 12-month agreement, with automatic one-year renewals unless either party notifies the other party of its intention not to renew or otherwise exercises its termination rights under the agreement. Our Case IH commercial sprayer application distribution rights were granted to us in connection with our acquisition of Heartland Ag (as defined below) in fiscal 2023. For our full-line distribution dealer locations, these distribution rights were granted through amendments to our full-line dealer agreements adding floaters and sprayers as authorized products permitted to be sold to commercial application customers. For the acquired Heartland Ag locations not within our full line dealership territory, our distribution rights were set forth in new Case IH dealer agreements granting us distribution rights to sell floaters and sprayers to commercial application customers. For purposes of this Form 10-K, the granted distribution rights for the commercial application sprayers and floaters in territories without full-line dealer locations are referred to as the "Non-Full-Line Commercial Application Distribution Rights". The Non-Full-Line Commercial Application Distribution Rights expire on August 1, 2030, at which time these distribution rights are ceded back to Case IH, unless the term thereof is further extended by the parties.

If we sell a portion of our commercial sprayer application business related to the Non-Full-Line Commercial Application Distribution Rights prior to the expiration date of August 1, 2030 (or such later date as agreed to by the parties), then we are required to pay to CNH the sales consideration paid by such buyer for the applicable commercial application distribution rights; provided that Titan Machinery is entitled to receive sales consideration from the buyer in an amount not less than the fair value of the facilities, fixed assets, current assets, and other investments applicable to the location and market being sold. If we acquire a Case IH full-line dealer location within any of the territories for which we then possess the Non-Full Line Commercial Application Distribution Rights, as part of its approval process, Case IH may require Titan Machinery to pay an agreed upon amount for the inclusion of the commercial application sprayer distribution rights in the new dealer agreement for the acquired location.

CNH has the right to terminate the CNH Dealer Agreements immediately in certain circumstances, including in the event of (i) our insolvency or bankruptcy, (ii) a material breach by us of the provisions of a CNH Dealer Agreement or (iii) our failure to secure the consent of CNH prior to the occurrence of a "change in control" event. The CNH Dealer Agreements governing Case Construction equipment grant CNH the right to terminate these CNH Dealer Agreements for any reason upon 120 days' prior written notice. In addition, we have the right to terminate any of the CNH Dealer Agreements at any time, with or without cause, upon 60 days' prior written notice. Subject to protections provided under state dealer protection laws, in the event that CNH offers a new dealer agreement or an amendment to the existing CNH Dealer Agreements to all authorized CNH dealers located in the state, CNH is permitted to terminate our existing CNH Dealer Agreements for stores located in that state upon at least 180 days' prior written notice if we refuse or otherwise fail to enter into such new agreements or amendments. In addition, to the extent CNH determines that we are not meeting our obligations under the CNH Dealer Agreement with respect to a particular product, CNH may, upon 60 days' prior written notice to us, remove such product from the authorized product list allowed to be sold or serviced by us. In the event of termination of any of the CNH Dealer Agreements, CNH is obligated to repurchase the inventory of the CNH brand applicable to the agreement being terminated. The CNH Dealer Agreements generally do not include non-compete provisions that apply during or after the term of such agreements or limit our operations apart from our designated CNH dealership store locations. Our CNH Dealer Agreements for Case Construction equipment, absent consent of CNH, restrict our ability to sell competing products (new equipment and parts) of other manufacturers at our Case dealership store locations during the term of such agreements. Our CNH Dealer Agreements require us to operate any material business activities not related to sales of CNH products or services to customers in agricultural, construction, industrial or similar markets separately from our CNH dealership business.

CNH and other equipment suppliers frequently provide their dealers interest free financing on equipment purchases. The interest free periods are for varying terms but typically less than 6 months. Generally, payment for parts purchased from CNH entities is due within 30 days. CNH makes available to us any floorplan programs, parts return programs, sales or incentive programs or similar plans or programs it offers to its other dealers and provides us with promotional items and marketing materials.

The CNH Dealer Agreements for our European operations, with the exception of Ukraine, grant us exclusive territories. The CNH Dealer Agreements for our Australian operations assigns to us a geographically defined area of primary responsibility, providing us with distribution and product support rights within the identified territory for specific equipment products. Although the Australian dealer appointment is non-exclusive, in each territory there is typically only one dealer responsible for retail sales to end-users and for after-sales product support of the equipment. In both Europe and Australia, we are restricted in our ability to sell competing products in our assigned territories. Under the terms of the CNH Dealer Agreement for our Australian operations, both during the term and for a period of 12 months after the expiration or termination of the agreement, O'Connors (as defined herein) is subject to specified non-compete, non-solicitation and non-disparagement covenants running in favor of CNH, which, in each case, are subject to specified exceptions and qualifications. Our CNH Dealer Agreements for our European operations do not have a fixed term. Our CNH Dealer Agreement for our Australian operations has a fixed term of five years that runs through January 2031 and contains an option running in favor of O'Connors that will allow O'Connors to enter into a new CNH Dealer Agreement for an additional five year fixed term, subject to the satisfaction of the specified conditions. CNH can terminate the CNH Dealer Agreements for our European operations immediately in certain circumstances constituting cause and for any reason upon 24 months' prior written notice. With respect to our CNH Dealer Agreement for our Australian operations, CNH can terminate this agreement (i) immediately if O'Connors is in breach of any term of the agreement or any related ancillary agreement and O'Connors fails to rectify the relevant breach within a reasonable timeframe (not to exceed 30 days) after receipt of written notice, (ii) upon seven days' prior written notice upon the occurrence of certain specified events and (iii) upon six months' prior written notice if CNH withdraws from the Australian marketplace, rationalizes its Australian dealership network or changes its Australian distribution model.

#### *Other Suppliers*

In addition to products supplied by CNH, we sell a variety of new equipment and parts supplied by other manufacturers. These products tend to address specialized niche markets and complement the CNH products we sell by filling gaps in the CNH line of products. We believe our offering of products for specialized niche markets supports our goal of being a one-stop solution for our customers' equipment needs. Approximately 31% of our total new equipment sales in fiscal 2026 resulted from sales of products manufactured by companies other than CNH, with our single largest manufacturer other than CNH representing approximately 3% of those total new equipment sales. The terms of our arrangements with these other suppliers vary, but most of the dealership agreements contain termination provisions allowing the supplier to terminate the agreement after a specified notice period, which is typically 30 days. Payment and financing practices with these other suppliers are similar to those practices described above with respect to CNH.

## Customers

Our United States agriculture customers vary from small, single machine owners to large farming operations and commercial application operations, primarily in the states of Idaho, Iowa, Kansas, Minnesota, Nebraska, North Dakota, South Dakota, Wisconsin and Wyoming. In fiscal 2026, no single agriculture customer accounted for more than 1.0% of our Agriculture revenue.

Our United States construction customers include a wide range of construction contractors, public utilities, forestry, energy companies, farmers, municipalities and maintenance contractors, primarily in the states of Colorado, Iowa, Minnesota, Nebraska, North Dakota, South Dakota, and Wisconsin. These customers vary in size from small, single machine owners to large firms. In fiscal 2026, no single construction equipment customer accounted for more than 1.0% of our Construction revenue.

Our European customers vary from small, single machine owners to large farming operations, primarily in the countries of Bulgaria, Germany, Romania, and Ukraine. We also sell Case Construction equipment in Bulgaria and Romania. In fiscal 2026, no single European customer accounted for more than 1.0% of our Europe revenue.

Our Australian customers vary from small, single machine owners to large farming operations, primarily in New South Wales, South Australia, and Victoria. In fiscal 2026, no single Australian customer accounted for more than 2.0% of our Australia revenue.

## Floorplan Payable Financing

The cost of floorplan payable financing is an important factor affecting our financial results. CNH Capital offers floorplan payable financing to CNH dealers to finance the purchase of new inventory from CNH and for the purchase of used equipment inventory on trade-ins from our customers. CNH Capital provides this financing in part to enable dealers to carry representative inventories of equipment and encourage the purchase of goods by dealers in advance of seasonal retail demand. CNH Capital charges variable market interest rates based on the prime rate on balances outstanding after any interest-free periods and receives a security interest in inventory and other assets. Interest-free periods are generally four months in duration for both new and used agriculture and construction equipment. As of January 31, 2026, we had an \$875.0 million floorplan credit facility with CNH Capital.

In addition to the CNH Capital floorplan line of credit, as of January 31, 2026, we also had a \$390.0 million wholesale floorplan line of credit under the Bank Syndicate Agreement, and a \$70.0 million credit facility with DLL Finance LLC ("DLL Finance") that can be used to finance inventory purchases. In addition, we have other lines of credit offered by various financial institutions as well as floorplan payable financing programs offered by manufacturers and suppliers, or their third party lenders.

## Sales and Marketing

We currently market our products and services through:

- our sales employees, who operate out of our network of local stores and call on customers in the markets surrounding each store;
- our store parts managers and service managers, who provide our customers with comprehensive after-market support;
- our website, including a parts e-commerce website;
- local and regional advertising efforts, including broadcast, cable, direct mail, print and web-based media, and social media channels; and
- alternative channels, such as auctions, for selling our aged equipment inventories.

### *Equipment Sales Consultants and Centralized Support*

Our equipment sales employees (who we refer to as "equipment sales consultants") perform a variety of functions, such as servicing customers at our stores, calling on existing customers, and cultivating new customer relationships through off-site meetings. We develop customized marketing programs for our sales force by analyzing each customer group for profitability, buying behavior and product selection. All members of our sales force are expected to participate in internal and external manufacturer-sponsored training sessions to develop product and application knowledge, sales techniques and financial acumen. Our shared resources marketing group provides centralized support for our field operations, including media buys, strategic planning, sales support, training, and management of advertising reimbursement opportunities from our suppliers. In addition, we encourage our regional and area managers and their sales teams to develop localized sales and marketing strategies.

### *Parts Sales Managers and Service Managers*

Our parts sales managers and service managers at our stores are involved in our efforts to market our parts and service offerings, including our seasonal marketing campaigns. Much of our focus on aftermarket campaigns is promoting proactive equipment inspections designed to spot and address mechanical issues before they result in costly downtime. Other proactive aftermarket offerings include extended warranty and equipment maintenance packages for the equipment we sell. We believe these efforts improve our customers' experiences and reduce their cost of ownership, while at the same time securing a steady and reliable stream of aftermarket sales for us.

### *Website*

Our website, [www.titanmachinery.com](http://www.titanmachinery.com), is the central hub for all of our marketing campaigns. We maintain a large amount of content related to the equipment we sell and service, the technology used by our customers in conjunction with the equipment, and information about our Company and what we have to offer prospective employees. Used equipment inventory is one of the most highly trafficked sections of our website. Customers can search and view equipment based on type, manufacturer, price or store location. Pictures and descriptions of each piece of equipment are displayed, along with the equipment specifications, price and store location. Parts manufactured by the CNH brands and other suppliers are marketed and can be purchased directly through our website. Other sales and financing programs are also marketed through our website. Customers can view construction rental equipment availability, rates, and specifications on the website and submit rental requests by completing a simple form. Finally, our website provides dealer locator search functions and contact information for the various departments at each of our stores.

### *Print, Broadcast and Web-Based Advertising Campaigns*

Our Marketing team utilizes the latest digital marketing tools including digital display, search engine marketing, and social media advertising to promote our products and services and to reach customers that are doing their own online research and direct them to the content and resources on our website. We believe that digital marketing provides the highest return on investment of marketing dollars, and as such, the majority of our marketing expenditures are committed to digital channels. Additionally, each year we initiate numerous targeted direct mail, print and broadcast advertising and marketing campaigns. CNH and other suppliers periodically provide us with advertising funds, which we primarily use to promote new and used equipment, parts, proactive service offerings including uptime inspections and preventative maintenance, and financing programs.

### *Channels for Selling Aged or Excess Equipment Inventory*

In certain circumstances, we sell aged equipment inventories through alternative channels such as onsite and online auctions.

### **Competition**

The agricultural and construction equipment sales and distribution industries are highly competitive and fragmented. Our competitors range from multi-location, regional operators to single-location dealers and include dealers and distributors of competing equipment brands, including Deere, Caterpillar, Kubota, and the AGCO brands, as well as other dealers and distributors of the CNH family of brands. Competition among equipment dealers, whether they offer agricultural or construction products or both, is primarily based on the price, value, reputation, quality and design of the products, technology, customer service including repair and maintenance service provided by the dealer, the availability of equipment and parts, and the proximity of stores. While we believe we compete favorably on each of these competitive factors, our sales and margins may be impacted by (i) aggressive pricing by competing equipment manufacturers or their dealers, (ii) our ability to obtain higher service margins based on our service quality and reputation, and (iii) our ability to attract new and retain existing customers based on the availability and quality of the products we offer and our local relationships and reputation.

We are one of the established regional-scale agricultural and construction equipment dealers in the United States. There are a limited number of other agricultural and construction equipment dealers operating on a regional scale. Our primary regional-scale competitors include RDO Equipment Co., Butler Machinery Company, Ziegler Inc., Brandt Holdings Co., Wagner Equipment Co., 21st Century Equipment, LLC, AKRS Equipment Solutions, Inc., C & B Operations, LLC, and Van Wall Equipment, Inc.

### **Corporate Information**

We were incorporated as a North Dakota corporation in 1980 and reincorporated in Delaware in December 2007 prior to our initial public offering. Our executive offices are located at 644 East Beaton Drive, West Fargo, ND 58078-2648. Our telephone number is (701) 356-0130. We maintain a website at [www.titanmachinery.com](http://www.titanmachinery.com). We make available, free of charge, copies of our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments

to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on our website, as soon as reasonably practicable after filing such material electronically or otherwise furnishing it to the Securities and Exchange Commission ("SEC"). We are not including the information on our website as a part of, or incorporating it by reference into, this Form 10-K. Our SEC filings are also available free of charge at [www.sec.gov](http://www.sec.gov).

#### **Intellectual Property**

We have registered trademarks for certain names and designs used in our business and have trademark applications pending for certain others. We operate our United States and European stores under the Titan Machinery name, and have continued to operate our Australian stores under the J.J. O'Connors name. Case IH, Case and New Holland are registered trademarks of CNH, which we are authorized to use pursuant to the terms of the CNH Dealer Agreements. In addition, other suppliers of equipment have authorized us to use their registered trademarks and trade names.

#### **Product Warranties**

Product warranties for new equipment and parts are provided by the original equipment manufacturer ("OEM"). The term and scope of these warranties vary by OEM and by product. At the time equipment is purchased, we also offer customers the option of purchasing extended warranty protection provided by the OEM or through various third-party warranty providers. We are paid by the OEM for repairs we perform on equipment that is covered by warranty. We generally sell used equipment "as is" and without an OEM warranty unless the original warranty period has not expired and is transferable. We also offer extended warranty programs on certain used equipment through various third-party warranty providers.

#### **Seasonality & Weather**

The agricultural and construction equipment businesses are highly seasonal, which causes our quarterly results and our cash flow to fluctuate during the year. Our customers generally purchase, rent, and repair equipment in preparation for, or in conjunction with, their busy seasons. For farmers, the busy seasons are the planting and harvesting seasons. For construction customers, the busy season is typically the second and third quarters of our fiscal year for much of our footprint, subject to weather conditions. Our parts and service revenues are typically highest during our customers' busy seasons as well, due to the increased use of their equipment during this time, which generates the need for more parts and service work. Weather conditions impact the timing of our customers' busy times, which may cause our quarterly financial results to differ between fiscal years. In addition, our fourth quarter typically is a significant period for equipment sales in the U.S. because of our customers' year-end tax considerations, the timing of dealer incentives and the increase in availability of funds from completed harvests and construction projects.

Seasonal weather trends, particularly severe wet or dry conditions, can have a significant impact on regional agricultural and construction market performance by affecting crop production yields and the ability to undertake construction projects. Weather conditions that adversely affect the agricultural or construction markets would have a negative effect on the demand for our products and services in the affected markets.

In addition, numerous external factors such as credit markets, government subsidies, commodity prices, production yields, input costs, and other circumstances may disrupt normal purchasing practices and buyer sentiment, further exacerbating seasonal fluctuations.

#### **Human Capital**

We recognize that our success is highly dependent upon the talents and dedication of our employees and the maintenance of a healthy and safe work environment.

##### *Employee Recruitment*

We strive to attract the best talent from a variety of sources to meet the current and future needs of our business. We have established relationships with many high schools, trade schools and colleges across our footprint, which we utilize as a source for entry-level talent. We also actively look to the armed forces for opportunities to hire hard-working, responsible veterans. Additionally, our store managers continuously monitor their local markets for experienced individuals who might be successful additions to our organization. We seek a workforce that reflects the communities in which we operate, and strive to create workplaces where our employees have the opportunity to achieve their full potential.

### *Compensation Programs and Employee Benefits*

We conduct regular assessments of our pay and benefit practices. Our compensation programs are designed to attract, retain, motivate and reward employees who must operate in a highly competitive, fast-paced environment. In general, our compensation programs consist of competitive, market-based salaries or hourly rates, commissions for employees in front-line customer facing sales roles, cash performance bonuses, long-term equity-based incentives for eligible employees, health, dental, and vision insurance benefits, an employee wellness program to promote and reward healthy lifestyles, health savings and flexible spending accounts, a 401(k) plan, paid time off, family leave, an employee assistance program which provides mental health and wellness services, tuition assistance, and other benefit programs. Programs and benefits differ for our international operations for various reasons, such as national and local legal requirements, economic conditions, and market practices.

### *Training and Development*

We devote significant resources to employee training and development, including tuition assistance for career-enhancing academic programs. Our training and development programs are designed to facilitate the development and advancement of talent from within our organization to ensure we continuously fill our ranks with qualified employees for critical positions. Employees are supported for growth within their current positions through technical and skill-specific training. They are also offered development programs that can assist employees with movement into leadership positions or transitioning to other positions within the Company. Members of our training and development team collaborate with employees from our various operations teams to identify our strategic training needs and prioritize the development of appropriate training content.

### *Employee Engagement and Retention*

We conduct periodic comprehensive employee surveys designed to monitor overall employee engagement and identify actions that can be taken to improve our employees' motivation and job satisfaction. Data collected in the periodic employee surveys is used to track progress against our internal goals and identify areas of interest and concern for our employees. Our performance review process also stresses employee engagement by providing employees and managers a format to discuss how an employee fits into a particular role, a team, and the Company as a whole. Through these performance review discussions, employees can see the bigger picture of how their individual positions and teamwork tie together to impact the Company and ultimately our shareholders.

Management continually monitors employee turnover data, which is supplemented with additional data from exit surveys, to assist in determining the reasons for voluntary employee terminations. The turnover rate of our service technicians is monitored closely by management, as the retention of skilled service technicians is critical to our success. Demand for service technicians across the country is very high, and turnover in this role is also traditionally high for all equipment dealers.

### *Health and Safety*

Employee health and safety is very important to us. We strongly believe that a safe work environment will help us gain a competitive advantage in the recruitment of employees and maintaining a trustworthy reputation with our partners. Through proactive management, training, and employee accountability, we strive to embed safety into every level of our organization. This includes providing a safe place to work, safety training relevant to the employee's position, and insuring compliance with all safety and environmental regulations. Our tiered safety/risk management program promotes active employee engagement at all levels within our organization. Our health and safety program is overseen by our Human Resources Department and managed at the enterprise level by our Environmental Health and Safety Manager and support staff, who in turn directly collaborate with store personnel to communicate new policies and directives, respond to questions and incidents, conduct mandatory monthly safety meetings, conduct on-site compliance evaluations, and provide on-site and company-wide training. We ensure that safety performance data is tracked, aggregated, and reviewed on an ongoing basis across our organization. Our safety/risk management team collects data on recordable injury rates, serious injury rates, and near misses from each of our facilities, and engages in a root cause analysis and identifies corrective action to prevent future occurrences. The results are shared with employees at respective store locations, and the data is reviewed regularly by the executive leadership team and shared with the Board on an annual basis.

### *Performance Management*

We have developed an employee performance management program that is consistently applied throughout our U.S. operations. The core goal of our performance management program is to develop and maintain a high-performing organization that is positioned to meet our business objectives. Our performance management program focuses on enabling employees and their supervisors to gain alignment through:

- role specific goals that align with the Company's business objectives and our values, which give our employees clear insight into how their position impacts their team, location and the Company; and

- semi-annual performance discussions that provide opportunities for employees and their supervisors to have effective conversations regarding performance, goals and expectations, and development opportunities.

#### *Commitment to Core Values and Ethical Culture*

Our employees are guided by our corporate core values of: "Our People", "Integrity", "Excellence", and "Teamwork." We promote these values from the top down. In every business decision and transaction, we expect our employees and business partners to do the right thing by conducting business with integrity, and to comply with all laws, rules and standards of conduct that apply to our Company in the many countries where we do business. In addition, we promote a commitment to ethics and compliance through our Code of Ethics and Business Conduct that addresses issues such as protection and proper use of Company assets, compliance with applicable laws and regulations, accuracy and preservation of records, accounting and financial reporting, conflicts of interest, and insider trading. We regularly train our employees on these issues and expect full compliance with our Code of Ethics and Business Conduct.

#### *Community Engagement*

We are committed to being a good neighbor and supporting the communities where we operate. We encourage our employees to share the same commitment, and in the U.S. assist them in this mission by offering annual paid volunteer time to support charities and community service projects, as well as offering annual paid time off to employees who are active volunteers in their local fire departments or first responder programs.

#### *Employees*

As of January 31, 2026, we employed 3,114 people on a full-time basis, 2,152 in the U.S., 641 in Europe and 321 in Australia, and an additional 245 part-time employees. We do not regularly use independent contractors in our business operations. To date, we have not experienced any work stoppages as a result of labor disputes, and we consider our relationship with our employees to be good. None of our employees are covered by a collective bargaining agreement.

#### **Environmental and Other Governmental Regulation**

We are subject to a wide range of environmental laws and regulations, including those governing discharges into water, air emissions, storage of petroleum substances and chemicals, handling and disposal of solid and hazardous wastes, remediation of various types of contamination, and otherwise relating to health, safety and protection of the environment.

Our business involves the generation, use, handling, and disposal of hazardous or toxic substances and wastes and the use of above ground and underground storage tanks ("ASTs" and "USTs", respectively). U.S. operations involving the management of wastes and the use of ASTs and USTs are subject to requirements of the Resource Conservation and Recovery Act of 1976, as amended, analogous state statutes, and their implementing regulations. Pursuant to these laws, federal and state environmental agencies have established approved methods for handling, storing, treating, transporting, and disposing of regulated substances and wastes with which we must comply.

We also are subject to laws and regulations governing responses to any releases of contamination at or from our facilities or at facilities that receive our hazardous wastes for treatment or disposal. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and similar state statutes, can impose strict and joint and several liability on potentially responsible parties for cleanup costs of contaminated properties.

Our U.S. operations also are subject to the Federal Water Pollution Control Act of 1972, as amended (also known as the Clean Water Act), analogous state statutes, and their implementing regulations which, among other things, prohibit discharges of pollutants into regulated waters without permits, require containment of potential discharges of oil or hazardous substances, and require preparation of spill contingency plans.

Global climate concerns related to greenhouse gas emissions have led to varying degrees of international and domestic legislative and regulatory responses. The level of required disclosure is currently uncertain in all jurisdictions in which we operate. We will continue to monitor the evolving regulatory landscape, as well as investor expectations, in this area.

We have incurred, and will continue to incur, costs and capital expenditures to comply with these environmental laws and regulations. We believe that our operations currently are conducted in substantial compliance with all applicable regulations. None of our dealerships has been subject to any material liabilities in the past, nor are we currently aware of any fact or condition that would result in any material liabilities arising in the future.

In addition to the environmental regulations discussed above, we are subject to numerous federal, state, and local laws regulating the conduct of our business, including those relating to sales and marketing, taxation, employment practices, working conditions, data privacy, and corruption. The foreign countries and domestic states that we operate in subject us to a significant

number of regulatory jurisdictions. We believe that we are currently in material compliance with laws and regulations applicable to our business operations.

#### **ITEM 1A. RISK FACTORS**

The following risks should be considered in conjunction with Part II, Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, of this Form 10-K, including the risks and uncertainties described under the heading "Information Regarding Forward-Looking Statements", and our financial statements and the related notes appearing under Part II, Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K. The following is a discussion of the material factors that we believe make an investment in our common stock risky. These risks may affect our operating results and, individually or in the aggregate, could cause our actual results to differ materially from past and projected future results. Some of these risks could affect particular revenue sources or segments, while others could affect our full business. Although risks are organized by headings, and each risk is discussed separately, many are interrelated. Furthermore, additional risks not currently known to us or that we currently consider immaterial also may materially adversely affect our business in the future. As a result, the trading price of our common stock could decline, and you could lose all or part of your investment in our common stock.

##### **Risks Related to our Reliance on CNH**

###### ***We are dependent upon CNH to supply competitive products.***

The substantial majority of our business involves the sale and distribution of new equipment and aftermarket parts supplied by CNH and the servicing of equipment manufactured by CNH. Therefore, our financial performance and future success are highly dependent on the overall reputation, brand and success of CNH in the agricultural and construction equipment manufacturing industries, including its ability to maintain a competitive position in product innovation, product quality, and product pricing.

Our ability to maintain or grow market share is dependent on CNH's ability to design, manufacture, allocate and deliver to our stores at the right time high quality and desirable products that compare favorably to those of our principal competitors in terms of price, quality, functionality, features, connected and digital solutions, and autonomy. Supply chain issues, labor disputes such as strikes, and labor shortages have in the past, and could in the future, diminish the manufacturing output of CNH's plants, resulting in our stores not receiving inventories in the expected or required quantities and timelines necessary to satisfy customer demand. Any failure of CNH to offer competitive products, or delays in bringing strategic new products to market or delivery of ordered products to our stores could have a material adverse effect on our business, results of operations and financial condition.

###### ***We are dependent upon CNH's financial and marketing support.***

CNH, directly or through its financing affiliate, supports our business by providing financial assistance and marketing support including the following:

- Floorplan payable financing for the purchase of a substantial portion of our equipment inventory;
- Retail financing used by many of our customers to purchase CNH equipment from us;
- Incentive, financing, and discount programs offered from time to time that enable us to price our products more competitively; and
- Promotional and marketing activities on national, regional and local levels.

Our financial performance is dependent on CNH's continued commitment to these offerings, at a level that allows us to be competitive in our markets.

###### ***We are dependent on CNH's ongoing commitment to its product warranties and reimbursement of dealers for warranty repairs.***

CNH provides product warranties and, in some cases, extended warranties to our customers. Our stores perform warranty work for equipment under these product warranties, and we direct bill CNH as opposed to invoicing the customer. At any particular time, we have significant receivables from CNH for warranty work performed. CNH's ongoing commitment to its product warranties and timely payment for warranty work is important to both our market share success and our warranty related parts and service revenue.

###### ***Our CNH Dealer Agreements may be terminated by CNH and subject us to restrictions that may adversely impact our business.***

We have entered into CNH Dealer Agreements under which we sell CNH's branded agricultural and construction equipment, along with aftermarket parts and repair services. Subject to applicable state statutes that may govern the dealer-

manufacturer legal relationship, CNH may terminate our CNH Dealer Agreements immediately in certain circumstances, following written notice and cure periods for certain breaches of the agreement, and for any reason under our Case Construction agreement following 120 days' prior written notice. If CNH were to terminate, including by non-renewal, all or any of its CNH Dealer Agreements with us, our business would be severely harmed.

Furthermore, CNH may unilaterally change its operating practices under the terms of the CNH Dealer Agreements to, among other things, change or authorize additional dealers in our sales and service areas, change its distribution system to the detriment of its dealers like us, limit our product offerings, and change pricing or delivery terms. If CNH were to change the terms of our CNH Dealer Agreements or its operating practices in a manner that adversely affects us, our business and results of operations would be harmed.

***Our CNH Dealer Agreements impose significant obligations and restrictions on us.***

Under our CNH Dealer Agreements, we are obligated to actively promote the sale of CNH equipment within our designated geographic areas of responsibility, fulfill the product warranty obligations of CNH (subject to CNH's payment to us of the agreed upon reimbursement), maintain adequate facilities and workforce to service the needs of our customers, stock equipment and parts inventories at the level deemed necessary by CNH to meet sales goals as stated in the annual business plan mutually agreed upon by us and CNH, maintain adequate working capital, and maintain stores only in authorized locations.

Consent of CNH is required for certain material changes in our ownership, governance or business structure, including the acquisition by any person or group of persons of 30% or more of our outstanding stock or 20% or more of our outstanding stock if the acquiring person or group is a competitor of CNH. This requirement may have the effect of discouraging a sale or other change in control of the Company, including transactions that may be in the best interests of our stockholders.

The acquisition of additional CNH geographic areas of responsibility and store locations in our Agriculture, Construction, Europe and Australia segments requires the consent of CNH under our CNH Dealer Agreements. CNH may decline, in its sole discretion, to consent to any acquisition of an additional CNH store location we may pursue. If CNH is unwilling to consent to any future proposed acquisition of additional dealerships, our ability to execute our acquisition strategy and grow our business may be impaired. In the event of a proposed divestiture of a store location, CNH has significant influence on the purchaser given that it retains discretion whether or not to grant a dealer agreement to the new owner.

Our CNH Dealer Agreements require us to operate any material business activities not related to sales of CNH products or services to customers in agricultural, construction, industrial or similar markets separately from our CNH dealership business. In addition, our CNH Dealer Agreements for domestic and international Case Construction equipment prohibit us from carrying other suppliers' products (new equipment and parts) at our domestic and international Case Construction stores that are competitive with CNH's products, unless consented to by CNH. These restrictions may discourage or prevent us from pursuing activities that we believe will grow our business.

**Risks Related to Economic Conditions Affecting our Customers' Demand for our Products and Services**

***Our agriculture equipment sales are significantly affected by net farm income, which is influenced by factors over which we have no control.***

Farmers' capital expenditures often follow a cyclical pattern, with increased equipment purchases typically occurring during boom cycles spurred by high net farm income and strong farmer balance sheets. Net farm income is influenced by factors such as:

- the price of agricultural commodities and the ability to competitively export agricultural commodities;
- the cost of farm inputs including value of land, seed, fertilizer, fuel, labor and other inputs;
- the demand for food products, livestock feed, and other products made with farm commodities such as biofuels;
- the availability of stocks from previous harvests;
- government policies, including aid and subsidies to agricultural enterprises provided by governments, policies impacting commodity prices or limiting the export or import of commodities, and alternative fuel mandates; and
- foreign government tariffs that affect export markets for U.S. farm products, which is a factor that has been, and may continue to be in the future, more significant due to the tariff policies of the current presidential administration.

In addition to macroeconomic drivers of net farm income, local growing conditions also influence farmers' buying sentiment. Therefore, droughts, excess rain, hail, and other unfavorable weather conditions affecting certain geographic regions will adversely impact the affected farmers' buying sentiment.

As evidenced by the current downturn in the demand for agricultural equipment, the nature of the agricultural industry is such that a downturn in equipment demand can occur suddenly, resulting in negative impacts on dealers in the form of

declining revenues, reduced or negative profit margins, excess new and used equipment inventories, lower inventory turns, and increased floorplan interest expense. We cannot predict when the current agriculture equipment downturn will end, as we believe that this is largely dependent on the improvement of farmer profitability which, in turn, is subject to numerous market, political, and macroeconomic factors. During the current downturn, we have experienced significant reductions in our revenues and profitability. Similar market downturns may occur in the future, adversely affecting our revenue and profitability at that time.

Demand for our parts and repair services, although not as cyclical as equipment purchases, also can be negatively affected in agricultural industry downturns and in regions affected by adverse weather or growing conditions, which result in fewer acres planted or harvested.

***Our construction equipment sales are affected by several market factors over which we have no control.***

Our construction equipment customers primarily operate in the mining, energy production, residential and commercial construction, public infrastructure projects, agriculture, and forestry industries. The construction equipment market is influenced by factors such as:

- the amount and timing of public infrastructure spending;
- the level of new residential and non-residential construction; and
- the amount of capital spending in oil and gas, forestry, agriculture and mining.

The construction industry in many of our geographical areas has experienced periodic, and sometimes prolonged, economic down cycles. During these downturns, our revenues and profitability could be materially adversely impacted.

***Inflationary increases in the cost of equipment combined with a depressed used equipment market (resulting in lower trade values of customers' used equipment) and higher interest rates have negatively impacted our customers' equipment purchasing decisions.***

Many of our customers finance their equipment purchases. The ability to obtain affordable financing is an important part of a customer's decision to purchase agricultural or construction equipment. The affordability of new equipment is influenced by three factors: (i) the cost of the new equipment, which has increased significantly due to inflation and other factors over the past few years, and may experience additional increases due to tariffs on imported materials, parts and components that are required to manufacture the equipment; (ii) the trade value granted to the customer by the dealer for the used equipment being traded (in the current down cycle, the value of used equipment has fallen significantly, resulting in less trade value and requiring a greater cash contribution in the transaction); and (iii) the interest rate applied to the amount financed in the transaction. Interest rates have risen significantly over the past four years and remain elevated. All these factors, along with lower net farm income, have reduced affordability in a depressed equipment market. As a result, our revenue and profitability decreased significantly in fiscal 2025 and has not recovered in fiscal 2026. The results of the past two fiscal years evidence our susceptibility to these non-controllable market factors that adversely affected our financial performance.

***Risks Related to the Competitive Conditions of the Equipment Distribution Industry***

***As evidenced by the current downturn in the demand for agricultural equipment, the equipment distribution market is subject to sudden supply-demand imbalances arising from factors over which we have no control, which can affect our equipment sales and margins.***

Over-production of equipment by one or more manufacturers, or a sudden reduction in demand for equipment, can dramatically disrupt the equipment market, cause downward pressure on our revenue and equipment profit margins and increase our carrying costs of higher inventory levels. This supply demand disruption may also lead to an increase in the availability of late-model used equipment, which can create a used equipment inventory over-supply condition and put pressure on our used equipment sales and margins, and have an adverse effect on values of our used equipment inventory. We have no control over or ability to significantly influence any of the foregoing factors affecting the equipment distribution markets.

***Our industry is highly competitive.***

The agricultural and construction equipment distribution (including parts and service) and rental industries are highly competitive and fragmented, with large numbers of companies operating on a regional or local basis. Historically, our competitors have competed aggressively on the basis of pricing or inventory availability, resulting in decreased margins on our sales to the extent we choose to match our competitors' pricing. To the extent we choose not to match or remain within a reasonable range of our competitors' pricing, we may lose sales and market share. In addition, to the extent CNH's equipment manufacturer competitors (such as Deere, Caterpillar, Komatsu, Volvo Group, and AGCO) provide their dealers with more innovative or higher quality products, lower cost products, better customer financing, better warranty programs, or have more effective marketing programs, or the CNH reputation is tarnished in the marketplace or with our customers, our ability to compete and our results of operations could be materially adversely affected. In addition, e-commerce companies selling parts

have negatively impacted dealers' parts sales and margins, and we expect that this competitive pressure will continue to increase in the future.

***The recent agreements of equipment manufacturers, including CNH, to provide farmers and independent repair shops access to diagnostic tools could negatively impact our repair services business.***

In the past, state and federal legislation has been introduced, including in states in our footprint, that generally would require the manufacturers of products to provide the purchaser or independent repair technicians with documents, diagnostic software, and other information that would allow the equipment to be repaired without having it returned to the dealer for repair. Separately, the American Farm Bureau Federation and CNH brands, Case IH and New Holland, signed a memorandum of understanding in March 2023 (the "Memorandum of Understanding") that allows farmers and independent repair shops to access CNH's brand manuals, tools, product guides and information to self-diagnose and self-repair machines, and enables farmers and independent repair shops to directly purchase diagnostic tools. The Memorandum of Understanding follows a similar format as agreed to by Deere in January 2023 which, in turn, follows the auto industry format. It is difficult to predict the long-term impact of the Memorandum of Understanding, or right to repair legislation if enacted in any area of our footprint, on our repair services business.

#### **Risks Related to Supply Chain**

##### ***Our business is susceptible to supply chain disruptions.***

Our business is susceptible to supply chain disruptions, which may cause variability and unpredictability in product lead times. For example, in calendar year 2020, our suppliers experienced significant disruptions in upstream supply chain production and shipping delays. This caused lead times from our suppliers to extend beyond normal time frames. Recently, these disruptions have largely been mitigated and lead times have condensed back down to normal levels. When lead times condense, our manufacturers may be able to produce and deliver more of our orders in a shorter period of time than originally anticipated, which, in turn, results in variability in our inventory balances from quarter to quarter or year over year.

#### **Risks of International Operations**

##### ***Our international operations expose us to risks and uncertainties.***

We currently operate dealership locations in Bulgaria, Germany, Romania, Ukraine and Australia. In fiscal 2026, total Europe and Australia segment revenues were 23.0% of our consolidated total revenue. As of January 31, 2026, total Europe and Australia segment assets were 27.4% of our consolidated total assets.

Our operations in international markets subject us to risks and uncertainties arising from the differing legal, political, social and regulatory environments and economic conditions in the countries in which we operate. These risks include:

- difficulties in implementing our business model in foreign markets and operating our business across a significant number of different time zones;
- costs and diversion of domestic management attention related to oversight of international operations;
- unexpected adverse changes in export duties, currency controls that impact our ability to repatriate funds from the country, quotas and tariffs and difficulties in obtaining import licenses;
- the cyclical demand in European Union member states for agricultural equipment, based on availability of European Union government subsidy programs and tax incentives;
- unexpected adverse changes in foreign laws or regulatory requirements;
- compliance with a variety of tax regulations, foreign laws and regulations;
- compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended, and other U.S. laws that apply to the international operations of U.S. companies, which may be difficult and costly to implement and monitor, can create competitive disadvantages if our competitors are not subject to such laws, and which, if violated, may result in substantial financial and reputational harm;
- fluctuations in foreign currency exchange rates to which we are exposed may adversely affect the results of our operations, the value of our foreign assets and liabilities and our cash flows;
- the laws of the European countries in which we operate, unlike U.S. states, do not include specific dealer protection laws and, therefore, we may be more susceptible to actions of suppliers that are adverse to our interests such as termination of our dealer agreements for any reason or installing additional dealers in our designated territories; and
- geopolitical or economic instability in the regions in which we operate, including the impact of the Russian invasion of Ukraine.

***The Russian-Ukraine conflict has presented significant challenges and risks for our Ukraine operations.***

The Russian military occupation of Ukraine has significantly disrupted our Ukrainian operations. While all of our Ukrainian stores are open, the outcome of the Russian military operation remains unclear, and we cannot predict the impact this conflict will have on our Ukrainian operations. The military conflict and related political instability, if it intensifies, may make it impossible for us to effectively operate our Ukraine dealerships, which may result in our decision to cease operations or dispose of our assets in Ukraine. This would result in asset write-offs and a loss in revenues and profits. See additional information in Note 1, *Business Activity and Significant Accounting Policies*, to the Consolidated Financial Statements in Part II, Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K. Moreover, upon any sale of our assets in Ukraine the existing currency restrictions may limit our ability to repatriate those funds to the United States or Europe. Even if we continue operations, the military conflict has significantly impacted, and we expect that it will continue to impact, our customers' liquidity and purchasing decisions for our products and services. If no crops are planted or a growing season is negatively impacted, this occurrence will limit our Ukrainian subsidiary's ability to generate cash and repay outstanding debt, and as a result of imposed currency exchange controls and other restrictions, restrict our ability to manage our cash held in Ukraine and our investment in our Ukrainian business. The military intervention has disrupted our Ukrainian work force, with certain employees being called to active military duty and other employees leaving the country and working remotely. Additional risks related to our operations in Ukraine, likely made more acute by the impact of the military conflict, include further devaluation of the local currency, increased interest rates and increased inflation.

**Risks Related to Financial Matters**

***Our financial performance is dependent on our ability to effectively manage our inventory.***

Our dealership network requires substantial inventories of equipment and parts to be maintained at each store and Company-wide to facilitate sales to customers on a timely basis. Our equipment inventory has traditionally represented a significant portion of our total assets. We need to maintain a proper balance of new and used equipment to assure satisfactory inventory turnover and to minimize floorplan financing costs.

Our orders for the purchase of new equipment and parts are based primarily on pre-sold equipment and projected demand. Our equipment orders from CNH typically must be slotted months in advance of actual delivery. If actual sales are materially less than our forecasts, for example because of a significant drop in net farm income, weather disruptions in our agricultural growing regions, or a construction industry recession, we would experience an over-supply of new equipment and parts inventory. This oversupply situation occurred in fiscal 2025 and continued through fiscal 2026, which has generally caused downward pressure on our product sale prices and margins, decreased our inventory turns, and increased our floorplan financing expenses. Given the variability of the macroeconomic factors affecting demand for equipment, our business will be subject to the risks arising from an oversupply situation, both in the current economic downcycle and beyond.

Our used equipment is generally acquired as trade-ins from customers in connection with equipment sales. In accordance with generally accepted accounting principles, each item of our used equipment inventory is valued at the lower of cost or net realizable value. In the current downturn, the agreed upon trade-in values on new equipment deals (frequently agreed to months in advance of the transaction closing) have not retained the values that we previously agreed to with the customer. Accordingly, ongoing downward adjustments to those trade-in values have occurred throughout fiscal 2025 and fiscal 2026 in accordance with the lower of cost or market accounting principles. The amounts of these write-downs of inventory are included in our cost of goods sold, and reduce our operating income.

Due to the length and severity of the current economic downcycle, or in any future downcycle, it is possible that we may need to change from our normal retail marketing channel to more aggressive marketing channels (such as auctions) for specific pieces or categories of equipment inventory, particularly as equipment inventory ages. If we determine that such measures are appropriate responses in the current or any future economic downcycle, these aggressive measures will generally result in lower profit margins than those we would obtain through our normal marketing channel.

***Our level of indebtedness could limit our financial and operational flexibility.***

As of January 31, 2026, our indebtedness included floorplan payable financing, real estate mortgage financing secured by real estate assets, and other long-term debt. In addition, we have obligations under our lease agreements for many of our store locations and corporate headquarters. Our level of indebtedness could have important consequences. For example, it could:

- increase our vulnerability to adverse economic and industry conditions;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate; and
- limit our ability to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes.

We expect to use cash flow from operations and borrowings under our credit facilities to fund our operations, debt service and capital expenditures. However, our cash flow and ability to borrow depends on our future performance, which is affected by financial, business, economic and other factors, many of which are beyond our control.

***The credit agreements governing our indebtedness restrict our ability to engage in certain corporate and financial transactions, and require us to satisfy financial covenants.***

The credit agreements governing our indebtedness contain covenants that, among other things, may limit or place conditions on our ability to:

- incur more debt;
- make investments;
- create liens;
- merge, consolidate, or make certain acquisitions;
- transfer and sell assets, or divest of dealership stores;
- pay dividends or repurchase stock; and
- issue equity instruments.

Our credit facilities with CNH Capital, DLL Finance, and certain of our real estate lenders require us to satisfy an adjusted debt to tangible net worth ratio and fixed charge coverage ratio on an ongoing basis, measured at the end of each fiscal quarter. Under the Bank Syndicate Agreement, if our excess availability (i.e., borrowing base capacity less outstanding loan balance and certain reserves) falls below a certain threshold, we become subject to a minimum fixed charge coverage ratio. Our ability to borrow under these credit agreements depends upon compliance with these financial covenants.

Our failure to satisfy any covenant, absent a waiver or amendment, would cause us to be in default under our credit facilities and would enable our lenders to accelerate payment of the outstanding indebtedness. Each of our credit agreements includes cross-default provisions so that certain types of defaults under any other credit agreement will also constitute a default under that credit agreement. If a default occurred, and the lender demanded accelerated payment, we may not be able to satisfy a pay-off request, whether through internal funds or new financing.

***Our variable rate indebtedness exposes us to interest rate risk.***

A substantial portion of our floorplan and working capital borrowings, including the credit facilities with CNH Capital, the Bank Syndicate, DLL Finance, and our international floorplan facilities are at variable interest rates and expose us to interest rate risk. There are many factors outside our control that have in the past and may, in the future, impact interest rates including publicly announced indices that underlie the interest obligations related to a certain portion of our debt. Factors that impact interest rates include governmental monetary policies, inflation, recession, changes in unemployment, the money supply, and international instability impacting domestic and foreign financial markets. Any increases in interest rates could have an adverse effect on our results of operations. The adverse impact of higher rates on our financial performance is magnified during industry economic downturns, such as we are experiencing now, when we are more likely to have an oversupply of inventory.

***The agricultural and construction equipment industries are highly seasonal, which can cause significant fluctuations in our results of operations and cash flow.***

The agricultural and construction equipment businesses are highly seasonal, which causes our quarterly results and cash flows to fluctuate during the year. Farmers generally purchase agricultural equipment and service work in preparation for, or in conjunction with, the planting and harvesting seasons. Construction customers purchases of equipment and service work, as well as rental of construction equipment, are also seasonal in our stores located in colder climates where construction work slows significantly in the winter months. In addition, the fourth quarter typically is a significant period for equipment sales in the U.S. because of our customers' year-end tax considerations, the timing of dealer incentives and the increase in availability of farmers' funds from completed harvests and construction customers' funds from completed projects. Also, numerous external factors such as credit markets, commodity prices, weather conditions, and other circumstances may disrupt normal purchasing practices and customers' sentiment, further contributing to the seasonal fluctuations.

***Changes in tax rates or the adoption of new tax legislation may adversely affect our financial results.***

The Company is subject to taxes in the U.S. and a number of foreign jurisdictions where it conducts business. The Company's effective tax rate has been, and may continue to be affected by changes in the mix of earnings in jurisdictions with differing statutory tax rates, changes in the valuation of deferred tax assets, and changes in tax laws or their interpretation, such as the 15% global minimum tax under the Organization for Economic Cooperation and Development Pillar Two, Global Anti-Base Erosion Rules. In addition, the U.S. government could adopt changes to international trade agreements, tariffs, taxes and

other related regulations. If the Company's effective tax rate were to increase, or if the ultimate determination of the Company's taxes owed is for an amount in excess of amounts previously accrued, our financial results could be adversely affected.

#### **Climate and Weather Risks**

##### ***Weather conditions may negatively impact the agricultural and construction equipment markets and affect our financial results.***

Weather conditions, particularly severe floods and droughts, can have a significant adverse effect on growing conditions and on regional agricultural and construction markets. Adverse weather conditions may result in fewer acres being planted or harvested by farmers, reduced crop yields on those acres that are planted, and delays or cancellations of construction projects. This in turn could result in lower demand for our agricultural and construction equipment and services and adversely affect our results of operations. Many scientific reports predict that severe weather events can be expected to become more frequent as a result of global climate change. Furthermore, the long-term impacts of climate change, whether involving physical risks (such as the extreme weather conditions discussed above) or transition risks (such as regulatory changes discussed below) are expected to be widespread and unpredictable. As severe weather events become increasingly common, our or our customers' operations may be disrupted, which could result in increased operational costs or reduced demand for our products and services and extended periods of disruptions could have an adverse effect on our results of operations. In addition, climate change may also reduce the availability or increase the cost of insurance for weather-related events as well as impact the global economy, including potential disruptions to supply chains. We anticipate that climate change-related risks will increase over time.

##### ***New or more stringent greenhouse gas emission standards designed to address climate change could increase costs of the equipment we purchase from our suppliers and increase our customers' costs of operations.***

There is global scientific consensus that emissions of greenhouse gases ("GHG") continue to alter the composition of Earth's atmosphere in ways that are affecting and are expected to continue to affect the global climate. These developments have prompted various regulatory responses, though the scope and ultimate impact of these emerging requirements remain subject to uncertainty. Any associated future compliance costs are similarly uncertain. Various stakeholders, including legislators and regulators, shareholders and non-governmental organizations, as well as companies in many business sectors are continuing to look for ways to reduce GHG emissions.

The regulation of GHG emissions from the equipment we sell could result in additional manufacturing costs to our suppliers that, in turn, will likely pass along those costs to us through higher wholesale prices of the equipment. We may not be successful in passing along the equipment price increases to our customers, which could impact our results of operation and margins. To the extent that we attempt to pass along price increases to our customers, the increased costs of equipment may negatively affect their purchasing decisions or result in their decision to purchase equipment from a different dealer or brand.

Because the impact of any future climate disclosure laws and regulatory or product standard requirements is dependent on the timing and design of mandates or standards, we are unable to predict with any specificity their potential impact at this time.

#### **Risks of our Growth Strategy**

##### ***If our acquisition plans are unsuccessful, we may not achieve our planned long-term revenue growth.***

Our ability to grow through the acquisition of additional CNH geographic areas of responsibility and store locations or other businesses will be dependent upon the availability of suitable acquisition candidates at acceptable prices, our ability to compete effectively for available acquisition candidates and the availability of capital to complete the acquisitions. We may not successfully identify suitable targets, or if we do, we may not be able to close the transactions, or if we close the transactions, they may not be profitable. In addition, CNH's consent is required for the acquisition of any CNH dealership, and the consent of our lenders is required for certain acquisitions. CNH typically evaluates management, historical performance, and capitalization of a prospective acquirer, along with CNH's desired make-up of its distribution network, in determining whether to consent to the sale of a CNH dealership. We may not obtain the consent of CNH or our lenders for certain acquisitions we may propose.

Furthermore, there are risks associated with acquisitions of new dealerships. These risks include: incurring significantly higher than anticipated capital expenditures and operating expenses; unexpected liabilities; synergies, economies of scale and cost reductions not occurring as anticipated; failing to integrate the operations and personnel of the acquired dealerships; employee attrition at the acquired business; disrupting our ongoing business; diluting the effectiveness of our management; failing to maintain uniform standards, controls and policies; and impairing relationships with employees and customers as a result of changes in management. To the extent we do not successfully avoid or overcome the risks or problems related to acquisitions, our results of operations and financial condition could be adversely affected. Future acquisitions also may have a significant impact on our financial position and capital needs, and could cause substantial fluctuations in our quarterly and yearly results of operations or result in a diversion of management's time and attention from our core business.

Acquisitions could include significant intangible assets and goodwill. If the acquisitions giving rise to these intangible assets are unsuccessful, this may result in future impairment charges that would reduce our stated earnings.

#### **Human Capital Risks**

##### ***Our business success depends on attracting and retaining qualified personnel.***

Our success in executing our operating and strategic plans depends on the efforts and abilities of our management team and key employees, including the managers of our field operations and our country managers in our international operations. The failure to attract and retain members of our management team and key employees will harm us.

In recent years, the equipment industry has experienced a shortage of qualified service technicians. If this trend worsens and we are not able to hire and retain qualified service technicians at acceptable levels, our ability to satisfy customers' service needs would be negatively impacted. Moreover, the technician shortage may increase our service technician compensation expense, and reduce our gross margins on service work.

In addition, in recent years it has been increasingly difficult to hire and retain qualified employees, which we believe is primarily attributable to market conditions, which in turn has created increased competition in labor markets. Difficulties in hiring and retaining employees and heightened competition for employees may impact our ability to serve customers, increase our costs, and impair our efficiency and effectiveness and our ability to pursue growth opportunities.

##### ***Labor organizing activities could negatively impact us.***

Although none of our employees are covered by a collective bargaining agreement, there have been attempts to unionize our employees at certain stores. The unionization of all or a substantial portion of our workforce could result in work slowdowns or stoppages, increased overall costs, reduced operating margins, reduced efficiency of our operations at the affected locations, and reduced flexibility in running our business competitively.

#### **Liability Risks**

##### ***Selling and renting agricultural and construction equipment, selling parts, and providing repair services subject us to liability risks that could adversely affect our financial condition and reputation.***

Products sold, rented or serviced by us may expose us to potential liabilities for personal injury or property damage claims that arise from the use and transportation of those products. Our commercial liability insurance may not be adequate to cover significant liability claims, or we may not be able to secure such insurance on economically reasonable terms. An uninsured or partially insured product liability claim for which indemnification from the manufacturer is not available could have a material adverse effect on our financial condition or results of operations. Furthermore, if any significant claims are made against us or against CNH or any of our other suppliers, our business may be adversely affected by any related negative publicity or any adverse impact on the reputation or brand of any of our suppliers, including CNH.

#### **Risks Related to our Common Stock**

##### ***Our common stock price has fluctuated significantly and may continue to do so in the future.***

The price at which our common stock trades is subject to significant fluctuations in response to our operating results and financial condition, guidance estimates released by agricultural or construction equipment manufacturers that serve the markets in which we operate, announcements by our competitors, analysts' recommendations, our ability to meet or exceed analysts' or investors' expectations, fluctuations in the price of crop commodities and natural resources, the condition of the financial markets, and other factors. Quarterly fluctuations resulting from the seasonality of our business may cause our results of operations and cash flows to underperform in relation to the expectations of financial analysts or investors, which may cause volatility or decreases in our stock price.

#### **Risks Related to Data Security**

##### ***Security breaches and other disruptions could compromise our information systems and expose us to liability, which would cause our business and reputation to suffer.***

The efficient operation of our business is dependent on our information technology systems. We use information technology systems to record, process and summarize financial information and results of operations for internal reporting purposes and to comply with regulatory financial reporting, legal and tax requirements. Additionally, in the ordinary course of our business, we collect and store sensitive data, including proprietary business information of our customers and suppliers, as well as personally identifiable information of our customers and employees, in our data centers and on our networks. The secure operation of these information technology networks and the systems of the third parties with whom we do business and the processing and maintenance of information is critical to our operations. Despite the security measures and business continuity plans, put in place by us and our third party providers, our information technology and infrastructure may be vulnerable to damage, disruptions or shutdowns due to attacks by hackers or breaches due to employee error or malfeasance or

other disruptions arising from power outages, telecommunication failures, terrorist acts, including state-sponsored cyberterrorism targeted at the U.S., natural disasters, or other catastrophic events. The occurrence of these events could compromise our networks or the networks of our third-party providers, and the information stored there could be accessed, publicly disclosed, lost or stolen. In addition, the rapid evolution and increased adoption of artificial intelligence technologies and the potential for abuse of these technologies by bad actors amplifies these concerns. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability or regulatory penalties under laws that protect the privacy of personally identifiable information, disrupt our operations, and damage our reputation, which could adversely affect our business, results of operations, and financial condition. In particular, given our Europe segment operations, the European Union General Data Protection Regulation imposes stringent data protection requirements and provides significant penalties for noncompliance. In addition, as security threats continue to evolve and increase in frequency and sophistication, we may need to invest additional resources to protect the security of our systems.

We maintain cyber risk insurance, but this insurance may not be sufficient to cover all of our losses from any future breaches of our systems, and we cannot guarantee that applicable insurance will be available to us in the future on economically reasonable terms or at all. While we have experienced cybersecurity incidents in the past, to date, none has materially impacted the Company or our financial position, results of operations and/or cash flows. See more information below in Item 1C, *Cybersecurity*, of this Form 10-K.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 1C. CYBERSECURITY**

*Cybersecurity Risk Management and Strategy*

We have implemented a cybersecurity governance program intended to assess, identify, and manage risks from threats to the security of our information, systems, and network. Our risk-based measures aim to proactively manage threats and prove the effectiveness of our internal controls.

Our cybersecurity governance program adopted the Center for Internet Security Critical Security Framework as the structure to help detect and mitigate threats through risk-based controls designed to protect Titan Machinery's information, systems, and network.

We continuously review and seek to enhance our program as risks evolve and compliance requirements change. We use our internal security team and engage third-party cybersecurity companies. Together we conduct periodical assessments and ongoing enhancements to our cybersecurity posture and identify and remediate risks from cyber threats. The assessment includes reviewing third-party service providers periodically and before new engagements.

Security awareness training is provided to educate employees about cybersecurity threats and help them understand their responsibility in identifying, mitigating, and reporting security concerns or threats.

Along with other significant risks for the Company, we have sought to integrate cybersecurity into our enterprise risk management framework, by tracking key risk indicators, emerging risks and changes to the risk mitigation plan to achieve desired results.

*Cybersecurity Governance*

The Board is aware of the critical nature of managing risks associated with cybersecurity threats. The Audit Committee is responsible for board-level oversight of cybersecurity risks. The Audit Committee reports back to the full Board about cybersecurity and other areas within their responsibility.

Our cybersecurity governance program is led by our Vice President of Information Technology ("VP of IT"). The VP of IT is informed about and monitors the prevention, detection, mitigation, and remediation efforts through regular communication and reporting from professionals on the security team. Our VP of IT has been assessing and managing cybersecurity risk for the Company since 2015. In total, our VP of IT has over 20 years of IT industry experience in various roles. Our cybersecurity security team includes a dedicated manager with over 15 years of experience who reports directly to our VP of IT to help manage cybersecurity risks for the Company.

Team members who support our cybersecurity governance program have relevant education and industry experience. This team provides regular reports to senior management and other relevant teams on various cybersecurity threats, assessments, and findings.

Our VP of IT semi-annually and on an ad hoc basis presents directly to the Audit Committee on cybersecurity initiatives, efforts, and security risks. The Audit Committee reports to the Board at least semi-annually on our cybersecurity

initiatives, efforts and security risks. In addition, we have an Incident Response Policy in place to inform senior management and the Board of material issues related to cybersecurity matters and to develop an appropriate response plan.

While we have experienced cybersecurity incidents in the past, based upon the information that we have as of the end of fiscal 2026, we are not aware of any cybersecurity incident that has materially affected or that is reasonably likely to materially affect our business' financial position or results of operations. However, the risks from cybersecurity threats and incidents continue to increase, and the preventative actions we have taken and continue to take to reduce the risk of cybersecurity threats and incidents may not successfully protect against all such threats and incidents, and, as a result, there can be no assurances that we or the third parties we interact with will not experience a cybersecurity event in the future that will materially impact us. We continue to invest in cybersecurity and the resiliency of our networks and to enhance our internal controls and processes, which are designed to help protect our systems and infrastructure, and the information they contain. For more information regarding the risks we face from cybersecurity threats, please see the disclosure under the heading "Risks Related to Data Security—Security breaches and other disruptions could compromise our information systems and expose us to liability, which would cause our business and reputation to suffer," under Item 1A, *Risk Factors*, of this Form 10-K.

**ITEM 2. PROPERTIES**

*Equipment Stores*

As of January 31, 2026, we operated 144 full service agricultural and construction equipment stores in the following locations:

	Agriculture Segment	Construction Segment	Europe Segment	Australia Segment	Total
United States					
Minnesota	15	3	—	—	18
Nebraska	13	2	—	—	15
Iowa	12	3	—	—	15
South Dakota	12	2	—	—	14
North Dakota	11	4	—	—	15
Colorado	—	3	—	—	3
Idaho	6	—	—	—	6
Kansas	1	—	—	—	1
Wisconsin	1	1	—	—	2
Wyoming	1	—	—	—	1
European Countries					
Bulgaria	—	—	8	—	8
Germany	—	—	7	—	7
Romania	—	—	14	—	14
Ukraine	—	—	10	—	10
Australia					
New South Wales	—	—	—	4	4
South Australia	—	—	—	1	1
Victoria	—	—	—	10	10
<b>Total</b>	<b>72</b>	<b>18</b>	<b>39</b>	<b>15</b>	<b>144</b>

*Store Lease Arrangements*

As of January 31, 2026, we leased 65 store facilities with lease arrangements expiring at various dates through April 30, 2042. Many of our lease agreements include fair market value purchase options, rights of first refusal, lease term extension options, or month-to-month or year-to-year automatic renewal provisions at the conclusion of the original lease period. A majority of the leases provide for fixed monthly rental payments and require us to pay the real estate taxes on the properties for the lease periods. We are generally responsible for utilities and maintenance of the leased premises. All of the leases require that we maintain public liability, property casualty, and personal property insurance on each of the leased premises. The leases generally require us to indemnify the lessor in connection with any claims arising from the leased premises during our occupation of the property.

We believe our owned and leased facilities are adequate to meet our current and anticipated needs.

In recent years, we have been strategically purchasing real estate of certain dealership locations, and have financed those purchases using long term debt. We currently own the store facilities for 72 U.S. dealership locations, five European dealership locations and two Australian dealership locations. In acquiring most of these owned facilities, we have incurred debt financing and were granted mortgages in favor of the relevant lender. The remainder of our U.S. and international store locations are leased from third parties.

As part of our due diligence review prior to a dealership acquisition, we evaluate the adequacy, suitability and condition of the related real estate. Our evaluation typically includes a Phase I environmental assessment, and if deemed necessary, a Phase II environmental assessment of the real property to determine whether there are any environmental concerns. If any environmental concerns exist, we generally require that such concerns be addressed prior to acquisition of the dealership real estate.

#### *Headquarters*

We currently lease and occupy approximately 48,000 square feet in West Fargo, North Dakota for our headquarters, which the lease expires on January 31, 2028. We have signed a purchase agreement to purchase the facility at or before the termination of the lease. We continually review our location needs, including the adequacy of our headquarters space, to ensure our space is sufficient to support our operations. We believe there is ample opportunity for expansion in our West Fargo headquarters facility if necessary.

#### **ITEM 3. LEGAL PROCEEDINGS**

We are, from time to time, subject to claims and suits arising in the ordinary course of business. Such claims have, in the past, generally been covered by insurance. Management believes the resolution of these legal matters will not have a material effect on our financial condition, results of operation or cash flow. However, the ultimate outcome of any such actions is not assured, and our insurance may not be adequate to cover all liabilities, whether anticipated or unforeseen, that may arise out of claims brought against us. See Note 12, *Contingencies*, to the Consolidated Financial Statements in Item 8 of this Form 10-K for additional information.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**INFORMATION ABOUT OUR EXECUTIVE OFFICERS**

The names, ages and positions of our executive officers are as follows:

Name	Age	Position
Bryan Knutson	47	Chief Executive Officer and President
Robert Larsen	40	Chief Financial Officer and Treasurer

Bryan Knutson became our Chief Executive Officer in February 2024. Bryan leverages his more than 20 years of progressive experience in sales, operations, and leadership at Titan Machinery to deliver significant value for the Company's customers and stockholders. Bryan has been with Titan Machinery since 2002, and has performed at the highest levels as an Equipment Sales Consultant, Store Manager, Complex Manager, and held Senior Field positions including Valley Region Manager and Vice President of Titan Machinery's North American Agriculture Equipment Business. He joined the executive leadership team in 2017 as the Company's Chief Operating Officer and was promoted to President and Chief Operating Officer in 2022. In addition to involvement in several industry organizations, Bryan is past chairman and currently on the Board of Directors of the Pioneer Equipment Dealers Association representing Member Equipment Dealers in Minnesota, North Dakota and South Dakota and has served long tenures on both the Case IH Agriculture and Case Construction Dealer Advisory Boards.

Robert Larsen became our Chief Financial Officer in December 2022. Prior to joining us, he served as the Head of Finance for CNH's team focused on precision technology. Prior to joining CNH, Robert held various positions at Raven Industries starting in 2016, including Director of Finance, Director of Investor Relations and various other roles. Robert began his career as an accountant with PricewaterhouseCoopers LLP and is a Certified Public Accountant.

**PART II****ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES****MARKET INFORMATION**

Our common stock is listed for trading on the Nasdaq Global Select Market and trades under the symbol "TITN". As of March 23, 2026, there were approximately 727 record holders of our common stock, which excludes holders whose stock is held either in nominee name or in street name by brokers and other institutions.

**DIVIDENDS**

We have not historically paid any dividends on our common stock. Payment of future cash dividends, if any, will be at the discretion of the Board after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, outstanding indebtedness and plans for expansion and restrictions imposed by lenders, if any.

**UNREGISTERED SALES OF EQUITY SECURITIES**

We did not have any unregistered sales of equity securities during the fiscal quarter ended January 31, 2026.

**SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

For information on securities authorized for issuance under our equity compensation plans, refer to Item 12, *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*, of this Form 10-K.

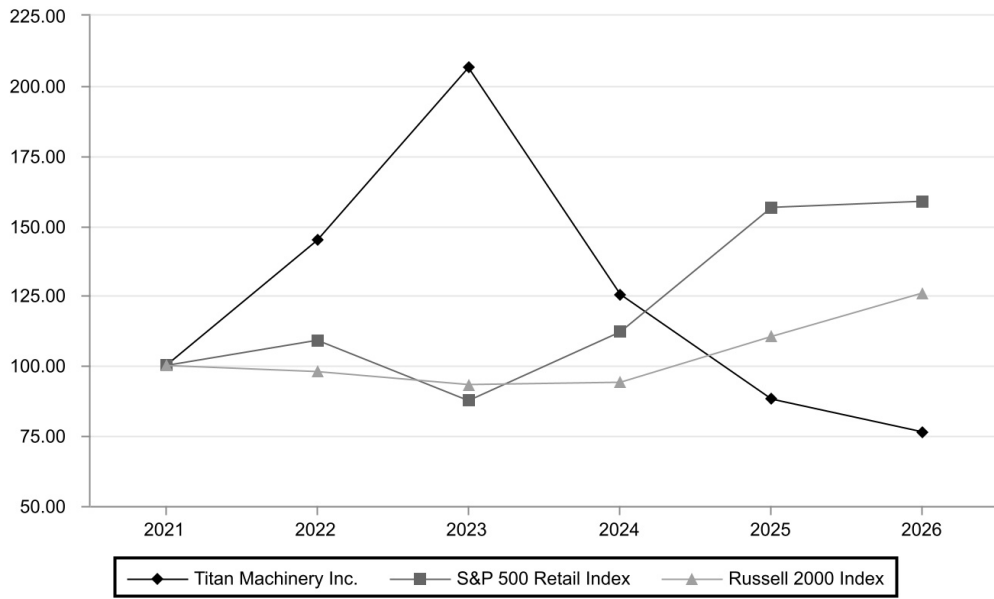
**REPURCHASES**

Under our equity incentive plan, participants may satisfy the statutory minimum federal, state and local withholding tax obligation arising in connection with plan awards by electing to have the Company withhold shares of common stock otherwise issuable under the award.

The Company repurchased a total of 2,786 and 44,712 shares of its common stock for \$0.1 million and \$0.8 million to cover the income tax obligation on vested employee equity awards during the three months and fiscal year ended January 31, 2026, respectively.

**STOCK PERFORMANCE GRAPH**

The following graph compares the cumulative total return for the last trading day of our last five fiscal years on a \$100 investment (assuming dividend reinvestment) on January 31, 2021, the last trading day before our fifth preceding fiscal year, in each of our common stock, the Russell 2000 Index and the S&P 500 Retail Index



	January 31,					
	2021	2022	2023	2024	2025	2026
Titan Machinery Inc.	\$ 100.00	\$ 144.60	\$ 206.29	\$ 125.49	\$ 87.89	\$ 76.38
S&P 500 Retail Index	100.00	108.88	87.57	112.14	156.58	158.51
Russell 2000 Index	100.00	97.82	93.17	93.91	110.32	126.05

**ITEM 6. [RESERVED]**

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes appearing under Item 8, Financial Statements and Supplementary Data, of this Form 10-K. Some of the information contained in this discussion and analysis or set forth elsewhere in this annual report, including information with respect to our plans and strategy for our business and expected financial results, includes forward-looking statements that involve risks and uncertainties. You should review the "Information Regarding Forward-Looking Statements" in this Item 7 and the risks and uncertainties described under Part I, Item 1A, Risk Factors, of this Form 10-K for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis in this Form 10-K.

A discussion of changes in our Financial Results and Cash Flow Comparisons from fiscal 2024 to fiscal 2025 has been omitted from this Form 10-K, but may be found in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of our Annual Report on Form 10-K for the fiscal year ended January 31, 2025, filed with the SEC on April 7, 2025.

### BUSINESS DESCRIPTION

We own and operate a network of full service agricultural and construction equipment stores in the United States, Europe, and Australia. Based upon information provided to us by CNH, we are the largest retail dealer of Case IH Agriculture equipment in the world, one of the largest retail dealers of Case Construction equipment in North America and one of the largest retail dealers of New Holland Agriculture and New Holland Construction equipment in the U.S. We operate our business through four reportable segments: Agriculture, Construction, Europe and Australia. Within each segment, we have four principal sources of revenue: new and used equipment sales, parts sales, equipment repair and maintenance services and equipment rental and other business activities.

The agricultural equipment we sell and service includes machinery and attachments for uses ranging from large-scale farming to home and garden use. The construction equipment we sell and service includes heavy construction machinery, light industrial machinery for commercial and residential construction, road and highway construction machinery, energy, and forestry operations equipment. We offer our customers a one-stop solution for their equipment needs through:

- new and used equipment sales;
- parts sales;
- equipment repair and maintenance services; and
- equipment rental and other business activities.

The new equipment and parts we sell are supplied primarily by CNH. According to its public reports, CNH is a leading manufacturer and supplier of agricultural and construction equipment based on the number of units sold, primarily through the Case IH Agriculture, New Holland Agriculture, Case Construction and New Holland Construction brands. Sales of new CNH products accounted for approximately 69% of our new equipment revenue in fiscal 2026, with our single largest manufacturer other than CNH representing approximately 3% of our total new equipment revenue in fiscal 2026. We acquire used equipment for resale primarily through trade-ins from our customers and in some cases through selective purchases. We sell parts and provide in-store and on-site repair and maintenance services. We rent equipment and provide other ancillary products and services such as equipment transportation, GPS signal subscriptions, farm data management systems, precision farming equipment, and finance and insurance products.

Throughout our 45-year operating history, we have built an extensive, geographically contiguous network of 90 full service stores located in the United States, 39 in Europe and 15 in Australia. We have a history of growth through acquisitions, including completing over 60 acquisitions with locations in 15 U.S. states, four European countries and three Australian states since January 1, 2003. We believe that there will continue to be opportunities for dealership consolidation in the future, and we expect that acquisitions will continue to be a component of our long-term growth strategy.

### Certain External Factors Affecting our Business

We are subject to a number of factors that affect our business including those factors discussed in this Form 10-K under Part I, Item 1A, *Risk Factors*, and under the heading "Information Regarding Forward-Looking Statements" in this Item 7. Certain of these external factors include, but are not limited to, the following:

### *Russia-Ukraine Geopolitical Conflict*

Since the onset of the Russia-Ukraine conflict in February 2022, most of Titan Machinery's Ukrainian customers have been able to continue their work, although at a reduced capacity and schedule. The Company's business systems in Ukraine have continued to function but have been, and could continue to be, negatively impacted in the future. To date, the impact of this conflict has not been, and in the future is not expected to be, material to Titan Machinery's consolidated business operations and financial performance. However, the full impact of the conflict remains uncertain and will depend on future developments, including the severity and duration of the conflicts and its impact on regional and global economic conditions. The Company will continue to monitor the ongoing conflict between Russia and Ukraine as it is highly complex and continues to evolve.

### *Macroeconomic and Industry Factors*

Our Agriculture and International businesses are primarily driven by the demand for agricultural equipment for use in the production of food, fiber, feed grain and feedstock for renewable energy. Agriculture industry factors such as changes in agricultural commodity prices and net farm income, have an effect on our customers' sentiment and their ability to secure financing for equipment purchases. Macroeconomic and industry factors that affect commodity prices and net farm income include changes to worldwide demand for agriculture commodities, crop yields and supply disruptions caused by weather patterns and crop diseases, crop stock levels, production costs, and changes to U.S. dollar foreign currency exchange rates. Based on the February 2026 U.S. Department of Agriculture ("USDA") publications, the most recent estimate of farm cash receipts for calendar year 2025 is estimated to increase 3.0% compared with calendar year 2024. The commodity prices of corn and soybeans, which are the predominant crops in our Agriculture store footprint, were at or near record prices in fiscal 2023 but declined in fiscal 2024 and have remained depressed in fiscal 2025 and 2026. The USDA projected farm cash receipts for calendar year 2026 to decrease 2.7%, as compared to the estimated results of calendar year 2025.

Our Construction business is primarily impacted by the demand for construction equipment for use in private and government commercial, residential, and infrastructure construction; demolition; maintenance; energy and forestry operations. Industry reports show that demand for construction equipment in our markets is driven by several factors, one of which is public infrastructure spending, including roads and highways, sewer and water. Any growth in federal allocations to public infrastructure spending over the next few years should positively impact our future results of operations. Likewise, any decline in federal allocations to public infrastructure spending over the next few years should negatively impact our future results of operations.

### *Seasonality & Weather*

The agricultural and construction equipment businesses are highly seasonal, which causes our quarterly results and our available cash flow to fluctuate during the year. Our customers generally purchase and rent equipment in preparation for, or in conjunction with, their busy seasons, which for farmers are the planting and harvesting seasons; and which for Construction customers are typically the second and third quarters of our fiscal year for much of our Construction footprint. Our parts and service revenues are typically highest during our customers' busy seasons as well, due to the increased use of their equipment during this time, which generates the need for more parts and service work. However, weather conditions impact the timing of our customers' busy times, which may cause greater than expected fluctuations in our quarterly financial results year over year. In addition, the fourth quarter typically is a significant period for equipment sales in the U.S. because of our customers' year-end tax planning considerations, the timing of dealer incentives and the increase in availability of funds from completed harvests and construction projects.

Seasonal weather trends, particularly severe wet or dry conditions, can have a significant impact on regional agricultural and construction market performance by affecting crop production and the ability to undertake construction projects. Weather conditions that adversely affect the agricultural or construction markets decrease the demand for our products and services.

In addition, numerous external factors such as credit markets, government subsidies, commodity prices, production yields, input costs, and other circumstances may disrupt normal purchasing practices and buyer sentiment, further contributing to the seasonal fluctuations.

### *Dependence on our Primary Supplier*

The majority of our business involves the distribution and servicing of equipment manufactured by CNH. In fiscal 2026, CNH supplied approximately 69% of our new equipment revenue on a consolidated basis and 74%, 75%, 57% and 60% in our Agriculture, Construction, Europe, and Australia segments, respectively. CNH also represented a significant portion of our parts revenue. Thus, we believe the following factors have a significant impact on our operating results:

- CNH's product offerings, reputation and market share;
- CNH's product prices and incentive and discount programs;
- CNH's supply of inventory and ability to match demand levels and delivery timelines;
- CNH's offering of floorplan payable financing for the purchase of a substantial portion of our inventory; and
- CNH's offering of financing and leasing used by our customers to purchase CNH equipment from us.

*Credit Market Changes*

Changes in credit markets can affect our customers' ability and willingness to make capital expenditures, including purchasing our equipment. Tight credit markets, a low level of liquidity in many financial markets, and extreme volatility in fixed income, credit, currency and equity markets have the potential to adversely affect our business. Such economic instability and reduced consumer confidence can lead to tighter credit markets, potentially limiting access to capital and negatively impacting the financial terms available to our customers. High retail interest rates negatively impact customer demand due to higher borrowing costs, which makes purchasing equipment less attractive.

Our business is also particularly dependent on our access to credit markets to manage inventory and finance acquisitions. We cannot predict what future changes will occur in credit markets or how these changes will impact our business.

*Inflation*

Inflationary pressures have led to rising inventory and supply costs as well as increased labor costs. To date, in those instances in which we have experienced cost increases, we have been able to increase selling prices to offset much of the increases and expect to continue to do so in the future.

*Tariffs*

The U.S. federal government has imposed tariffs on imports from a broad range of countries. Certain of these tariffs have been invalidated following court challenges and then reimposed under a different authority. In response, some countries have enacted retaliatory tariffs on U.S. exports. The amounts, applicability and validity of the tariffs are complex and ever-changing, creating an unstable global trade environment.

Although the overall impact of these trade measures remains uncertain, we recognize the possibility of increases in the wholesale prices that we pay for our equipment and parts inventory. These higher wholesale prices could compress our margins if we are unable to fully pass on these cost increases to our retail customers. Additionally, retaliatory tariffs may negatively affect U.S. agricultural exports, which could have downstream effects on our core customer base in the farming sector. Some analysts have also cautioned that prolonged disruptions to global trade could increase the risk of broader macroeconomic challenges, including the possibility of a recession.

**Significant Items Impacting Our Financial Position and Results of Operations**

*J.J. O'Connor & Sons Pty. Ltd. Acquisition*

On October 2, 2023, we acquired all of the outstanding equity interests of J.J. O'Connor & Sons Pty. Ltd. ("O'Connors"). The acquired business consisted of 15 CaseIH dealership locations and one parts center in the states of New South Wales, South Australia, and Victoria in Southeastern Australia. O'Connors has been a successful Case IH complex, and our acquisition of this entity provides the Company with the opportunity to expand our international presence into the large, well-established Australian agriculture market. Total cash consideration paid for O'Connors was \$66.5 million, which was financed through available cash resources and line of credit availability. The 15 O'Connors store locations are included within our Australia segment.

## **Key Financial Metrics**

In addition to tracking our sales and expenses to evaluate our operational performance, we also monitor the following key financial metrics. The results of some of these metrics are discussed further throughout this Item 7.

### *Inventory Turnover*

Inventory turnover measures the rate at which inventory is sold during the year. We calculate it by dividing cost of sales on equipment for the last twelve months by the average of the month-end balances of our equipment and parts inventories for the same twelve-month period. We believe that inventory turnover is an important management metric in evaluating the efficiency at which we are managing and selling our inventories.

### *Same-Store Results*

Same-store results for any period represent results of operations by stores that were part of our Company for the entire comparable period in the preceding fiscal year. We do not distinguish relocated or newly-expanded stores in this same-store analysis.

### *Absorption*

Absorption is an industry term that refers to the percentage of an equipment dealer's operating expense covered by the combined gross profit from parts, service and rental fleet activity. We calculate absorption by dividing our gross profit from sales of parts, service and rental fleet by our operating expenses, less commission expense on equipment sales, plus interest expense on rental fleet debt. We believe that absorption is an important management metric because during economic downturns our customers tend to postpone new and used equipment purchases while continuing to run, maintain and repair their existing equipment. Thus, operating at a high absorption rate enables us to operate profitably throughout economic downturns.

### *Dollar Utilization*

Dollar utilization is a measurement of asset performance and profitability used in the rental industry. We calculate the dollar utilization of our rental fleet equipment by dividing the rental revenue earned on our rental fleet by the average gross carrying value of our rental fleet (comprised of original equipment costs plus additional capitalized costs) for that period. While our rental fleet has variable expenses related to repairs and maintenance, its primary expense for depreciation is fixed. Low dollar utilization of our rental fleet has a negative impact on gross profit margin and gross profit dollars due to the fixed depreciation component. However, high dollar utilization of our rental fleet has a positive impact on gross profit margin and gross profit dollars.

## **Key Financial Statement Components**

### *Revenue*

Our revenue consists of the following components:

- *Equipment:* We derive equipment revenue from the sale of new and used agricultural and construction equipment.
- *Parts:* We derive parts revenue from the sale of parts for brands of equipment that we sell, other makes of equipment, and other types of equipment and related components. Our parts sales provide us with a relatively stable revenue stream that is less sensitive to the economic cycles that affect our equipment sales.
- *Service:* We derive service revenue from repair and maintenance services to our customers' equipment. Our repair and maintenance services provide a high-margin, relatively stable source of revenue through changing economic cycles.
- *Rental and other:* We derive other revenue from equipment rentals and ancillary equipment products and services, such as equipment transportation, GPS signal subscriptions and reselling financial and insurance products.

### *Cost of Revenue*

Our cost of revenue consists of the following components:

- *Equipment:* Cost of equipment revenue is the lower of the acquired cost or the net realizable value of the specific piece of equipment sold.
- *Parts:* Cost of parts revenue is the lower of the acquired cost or the market value of the parts sold, based on average costing.

- *Service:* Cost of service revenue represents costs attributable to services provided for the maintenance and repair of customer-owned equipment and equipment then on-rent by customers.
- *Rental and other:* Costs of other revenue represent costs associated with equipment rental, such as depreciation, maintenance and repairs, as well as costs associated with providing transportation, hauling, parts freight, GPS subscriptions and damage waivers, including, among other items, drivers' wages, truck depreciation, fuel costs, shipping costs and our costs related to damage waiver policies.

*Operating Expenses*

Our operating expenses include sales and marketing expenses, sales commissions (which generally are based upon equipment gross profit margins), payroll and employee benefit costs, insurance expenses, professional fees, property rental and related costs, property and other taxes, administrative overhead, and depreciation associated with property and equipment (other than rental and trucking equipment).

*Floorplan Interest*

The cost of financing inventory is an important factor affecting our results of operations. Floorplan payable financing from CNH Capital, the Bank Syndicate Agreement, DLL Finance and various credit facilities related to our foreign subsidiaries represent the primary sources of financing for equipment inventories. CNH regularly offers interest-free periods as well as additional incentives and special offers. As of January 31, 2026, 54.0% of our floorplan payable financing was non-interest bearing.

*Other Interest Expense*

Interest expense represents the interest on our debt instruments, other than floorplan payable financing facilities. This includes long term debt used to finance the purchase of real estate and vehicles.

**Results of Operations**

Comparative financial data for each of our four sources of revenue for fiscal 2026 and 2025 are presented below. The results include the acquisitions made during these periods. The year-to-year comparison included below is not necessarily indicative of future results. Information regarding segment revenue and income (loss) before income taxes is presented for each fiscal year following our discussion of the consolidated results of operations. Additional information regarding our segments is included in Note 21, *Business Segment and Geographic Information*, to the Consolidated Financial Statements in Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K.

	Year Ended January 31,	
	2026	2025
(dollars in thousands)		
<b>Equipment</b>		
Revenue	\$ 1,774,535	\$ 2,050,298
Cost of revenue	1,645,205	1,912,803
Gross profit	\$ 129,330	\$ 137,495
Gross profit margin	7.3 %	6.7 %
<b>Parts</b>		
Revenue	\$ 428,261	\$ 428,457
Cost of revenue	295,746	294,233
Gross profit	\$ 132,515	\$ 134,224
Gross profit margin	30.9 %	31.3 %
<b>Service</b>		
Revenue	\$ 177,910	\$ 180,107
Cost of revenue	68,451	66,823
Gross profit	\$ 109,459	\$ 113,284
Gross profit margin	61.5 %	62.9 %
<b>Rental and other</b>		
Revenue	\$ 46,401	\$ 43,260
Cost of revenue	35,149	32,633
Gross profit	\$ 11,252	\$ 10,627
Gross profit margin	24.2 %	24.6 %

The following table sets forth our statements of operations data expressed as a percentage of revenue for the fiscal years indicated.

	Year Ended January 31,			
	2026		2025	
Revenue				
Equipment	73.1	%	75.9	%
Parts	17.6	%	15.9	%
Service	7.3	%	6.7	%
Rental and other	2.0	%	1.5	%
Total Revenue	100.0	%	100.0	%
Total Cost of Revenue	84.2	%	85.4	%
Gross Profit Margin	15.8	%	14.6	%
Operating Expenses	15.9	%	14.5	%
Impairment of Intangible and Long-Lived Assets	0.1	%	—	%
Restructuring Costs	0.1	%	—	%
(Loss) Income from Operations	(0.3)	%	0.1	%
Other Income (Expense)	(1.5)	%	(1.9)	%
Loss Before Income Taxes	(1.8)	%	(1.8)	%
Provision (Benefit from) for Income Taxes	0.4	%	(0.4)	%
Net Loss	(2.2)	%	(1.4)	%

Fiscal Year Ended January 31, 2026 Compared to Fiscal Year Ended January 31, 2025

### Consolidated Results

#### Revenue

	Year Ended January 31,		Increase/ (Decrease)	Percent Change
	2026	2025		
	(dollars in thousands)			
Equipment	\$ 1,774,535	\$ 2,050,298	\$ (275,763)	(13.4) %
Parts	428,261	428,457	(196)	— %
Service	177,910	180,107	(2,197)	(1.2) %
Rental and other	46,401	43,260	3,141	7.3 %
Total Revenue	\$ 2,427,107	\$ 2,702,122	\$ (275,015)	(10.2) %

Total revenue for fiscal 2026 decreased by 10.2%, or \$275.0 million, compared to fiscal 2025. The decrease was primarily attributable to challenging industry conditions, including decreases in agricultural commodity prices and total crop receipts, as well as increased input costs, which negatively impacted customer sentiment.

*Gross Profit*

	Year Ended January 31,				Increase/ (Decrease)	Percent Change			
	2026		2025						
	(dollars in thousands)								
<b>Gross Profit</b>									
Equipment	\$	129,330	\$	137,495	\$	(8,165)	(5.9)	%	
Parts		132,515		134,224		(1,709)	(1.3)	%	
Service		109,459		113,284		(3,825)	(3.4)	%	
Rental and other		11,252		10,627		625	5.9	%	
Total Gross Profit	\$	382,556	\$	395,630	\$	(13,074)	(3.3)	%	
<b>Gross Profit Margin</b>									
Equipment		7.3	%	6.7		0.6	%	9.0	%
Parts		30.9	%	31.3		(0.4)	%	(1.3)	%
Service		61.5	%	62.9		(1.4)	%	(2.2)	%
Rental and other		24.2	%	24.6		(0.4)	%	(1.6)	%
Total Gross Profit Margin		15.8	%	14.6		1.2	%	8.2	%
<b>Gross Profit Mix</b>									
Equipment		33.8	%	34.8		(1.0)	%	(2.9)	%
Parts		34.6	%	33.9		0.7	%	2.1	%
Service		28.6	%	28.6		—	%	—	%
Rental and other		3.0	%	2.7		0.3	%	11.1	%
Total Gross Profit Mix		100.0	%	100.0			%		%

Gross profit for fiscal 2026 decreased 3.3%, or \$13.1 million, as compared to fiscal 2025. Gross profit margin increased to 15.8% in fiscal 2026 from 14.6% in fiscal 2025. The increase in gross profit margin for fiscal 2026 was primarily due to higher equipment margins and a change in sales mix, with a greater proportion of revenue earned from parts during fiscal 2026 as compared to fiscal 2025.

Our Company-wide absorption rate increased to 75.2% for fiscal 2026 as compared to 75.0% during fiscal 2025.

*Operating Expenses*

	Year Ended January 31,				Increase/ (Decrease)	Percent Change			
	2026		2025						
	(dollars in thousands)								
Operating Expenses	\$	385,237	\$	389,780	\$	(4,543)	(1.2)	%	
Operating Expenses as a Percentage of Revenue		15.9	%	14.4		1.5	%	10.4	%

Operating expenses for fiscal 2026 decreased by 1.2%, or \$4.5 million, as compared to fiscal 2025. The decrease was led by lower variable expenses associated with the year-over-year decline in revenue and profitability due to challenging industry fundamentals, as well as management's expense reduction efforts. Operating expenses as a percentage of revenue increased to 15.9% in fiscal 2026 from 14.4% in fiscal 2025. The increase in operating expenses as a percentage of total revenue was due to lower revenue sales caused by challenging industry conditions.

*Impairment Charges and Restructuring Costs*

	Year Ended January 31,		Increase/ (Decrease)	Percent Change
	2026	2025		
	(dollars in thousands)			
Impairment of Goodwill	\$ —	\$ 531	\$ (531)	N/M
Impairment of Intangible and Long-Lived Assets	2,291	1,311	980	74.8 %
Restructuring Costs	1,741	—	1,741	N/M

\*N/M=Not Meaningful

In fiscal 2026, we recognized \$2.3 million of impairment expense related to other intangible and long-lived assets, of which \$0.9 million was within the Agriculture segment, \$0.1 million was within the Construction segment, \$0.7 million was within the Europe segment and \$0.5 million was within Shared Resources. We also recognized \$1.7 million of restructuring costs within our Europe segment related to employee severance costs for our Germany liquidation.

In fiscal 2025, we recognized \$1.3 million of impairment expense related to other intangible and long-lived assets, of which \$0.2 million was within the Agriculture segment, \$0.2 million was within the Construction segment and \$0.9 million was within the Europe segment. We also recognized \$0.5 million of impairment expense related to goodwill assets in our Europe segment, in fiscal 2025.

*Other Income (Expense)*

	Year Ended January 31,		Increase/ (Decrease)	Percent Change
	2026	2025		
	(dollars in thousands)			
Interest and other income (expense)	\$ 4,389	\$ (4,178)	\$ 8,567	205.1 %
Floorplan interest expense	(24,109)	(34,710)	(10,601)	(30.5) %
Other interest expense	(18,974)	(15,105)	3,869	25.6 %

Interest and other income (expense) for fiscal 2026 increased by approximately \$8.6 million as compared to fiscal 2025. The increase in interest and other income (expense) compared to fiscal 2025 was primarily due to a \$9.7 million non-cash, sale-leaseback finance modification expense related to the agreement to purchase 13 of our leased facilities at the end of the respective lease terms and partially offset by a \$3.6 million gain on cancellation of debt in relation to the U.S. Treasury Department's New Market Tax Credit Program.

Floorplan interest expense decreased \$10.6 million for fiscal 2026, as compared to fiscal 2025, primarily due to lower interest-bearing inventory levels. The increase in other interest expense in fiscal 2026 is the result of an increased amount of interest coming from finance leases, due to the agreement to purchase several of our leased facilities at the end of the lease term.

*Provision for (Benefit from) Income Taxes*

	Year Ended January 31,		Increase/ (Decrease)	Percent Change
	2026	2025		
	(dollars in thousands)			
Provision for (Benefit from) Income Taxes	\$ 8,767	\$ (13,074)	\$ 21,841	167.1 %

Our effective tax rate changed from 26.2% in fiscal 2025 to 19.3% in fiscal 2026. The effective tax rate change was primarily driven by recognizing valuation allowances on certain U.S. federal, state and international deferred tax assets, including net operating losses and non-deductible interest expense with an indefinite carryforward period.

**Segment Results**

	<u>Year Ended January 31,</u>		<u>Increase/ (Decrease)</u>	<u>Percent Change</u>
	<u>2026</u>	<u>2025</u>		
	(dollars in thousands)			
<b>Revenue</b>				
Agriculture	\$ 1,557,814	\$ 1,888,428	\$ (330,614)	(17.5) %
Construction	311,029	331,574	(20,545)	(6.2) %
Europe	377,739	261,005	116,734	44.7 %
Australia	180,525	221,115	(40,590)	(18.4) %
Total	<u>\$ 2,427,107</u>	<u>\$ 2,702,122</u>	<u>\$ (275,015)</u>	<u>(10.2) %</u>
<b>(Loss) Income Before Income Taxes</b>				
Agriculture	\$ (28,857)	\$ (39,773)	\$ 10,916	27.4 %
Construction	(8,145)	(6,652)	(1,493)	(22.4) %
Europe	15,187	(3,893)	19,080	N/M
Australia	(3,920)	2,889	(6,809)	N/M
Segment (loss) income before income taxes	<u>(25,735)</u>	<u>(47,429)</u>	<u>21,694</u>	<u>45.7 %</u>
Shared Resources	(19,672)	(2,556)	(17,116)	N/M
Total	<u>\$ (45,407)</u>	<u>\$ (49,985)</u>	<u>\$ 4,578</u>	<u>9.2 %</u>

\*N/M=Not Meaningful

**Agriculture**

Agriculture segment revenue for fiscal 2026 decreased 17.5%, or \$330.6 million, compared to fiscal 2025. The revenue decrease was due to a same-store sales decrease of 17.4% during fiscal 2026 as compared to fiscal 2025. The same-store sales decrease was due to a decrease in equipment revenue resulting from challenging industry conditions, such as decreases in agricultural commodity prices and total crop receipts, which negatively affected customer sentiment in fiscal 2026, as compared to the same period in the prior year. Changes in actual or anticipated crop receipts and farmer profitability generally have a direct correlation with retail demand for equipment.

Agriculture segment loss before income taxes was \$28.9 million for fiscal 2026 compared to \$39.8 million for fiscal 2025. The increase in segment results is primarily due to material progress in the Company's inventory reduction and optimization initiatives. The fiscal 2025 period was also negatively impacted by a net \$5.2 million non-cash, sale-leaseback finance modification expense related to the agreement to purchase 13 of our leased facilities at the end of the respective lease terms.

**Construction**

Construction segment revenue for fiscal 2026 decreased 6.2%, or \$20.5 million, compared to fiscal 2025. The decrease in revenue was driven by the softening of equipment demand.

Our Construction segment loss before income taxes was \$8.1 million for fiscal 2026 compared to \$6.7 million for fiscal 2025. The decrease in segment results was primarily related to lower equipment margins compared to the same period last year. The fiscal 2025 period was also negatively impacted by a \$4.5 million non-cash, sale-leaseback finance modification expense related to the agreement to purchase 13 of our leased facilities at the end of the respective lease terms. In addition, the dollar utilization of our rental fleet decreased from 23.8% for fiscal 2025 to 23.1% for fiscal 2026.

**Europe**

Europe segment revenue for fiscal 2026 increased 44.7%, or \$116.7 million, compared to fiscal 2025. The increase in revenue resulted from an increase in equipment demand, which was driven by a strong response to European Union stimulus programs in Romania.

Our Europe segment income before income taxes was \$15.2 million for fiscal 2026 compared to a loss before income taxes of \$3.9 million for fiscal 2025. The increase in segment pre-tax income was primarily the result of increased equipment sales as noted above, which was partially offset by Germany wind down activities in fiscal 2026. During fiscal 2026, the Europe segment recorded a waiver of \$10.3 million related to an intercompany loan. A corresponding amount was recorded to Shared Resources and the amounts are eliminated in consolidation.

### *Australia*

Australia segment revenue for fiscal 2026 decreased 18.4%, or \$40.6 million, compared to fiscal 2025. The decrease was driven by the normalization of sprayer deliveries in fiscal 2026 after having caught up on a multi-year backlog of deliveries during fiscal 2025.

Our Australia segment loss before income taxes was \$3.9 million for fiscal 2026 compared to \$2.9 million of income before income taxes for fiscal 2025. The decrease in segment pre-tax loss was primarily the result of decrease in revenue as noted above.

### *Shared Resources/Eliminations*

We incur centralized expenses/income at our general corporate level, which we refer to as "Shared Resources," and then allocate most of these net expenses to our segments. Since these allocations are set early in the year, and a portion is planned to be unallocated, unallocated balances may occur. Shared Resources loss before income taxes was \$19.7 million for fiscal 2026 compared to \$2.6 million for fiscal 2025. Fiscal 2026 results include the corresponding \$10.3 million intercompany amount related to the loan waiver recorded in Europe Segment, which is eliminated at consolidation.

## **Liquidity and Capital Resources**

### **Sources of Liquidity**

Our primary sources of liquidity are cash reserves, cash generated from operations, and borrowings under our floorplan payable and other credit facilities. We expect these sources of liquidity to be sufficient to fund our working capital requirements, acquisitions, capital expenditures and other investments in our business, service our debt, pay our tax and lease obligations and other commitments and contingencies, and meet any seasonal operating requirements for the foreseeable future, subject, however, to the fact that our borrowing capacity under our credit agreements is dependent on compliance with various financial covenants as further described in Note 8, *Floorplan Payable/Lines of Credit*, to the Consolidated Financial Statements in Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K. As of January 31, 2026, we are in compliance with all such covenants. We have worked in the past, and will continue to work in the future if necessary, with our lenders to implement satisfactory modifications to these financial covenants when appropriate for the business conditions confronted by us.

### *Equipment Inventory and Floorplan Payable Credit Facilities*

Floorplan payable balances reflect the amount owed for new equipment inventory purchased from a manufacturer and used equipment inventory, which is primarily purchased through trade-in on equipment sales, net of unamortized debt issuance costs incurred for floorplan credit facilities. Certain manufacturers from which we purchase new equipment inventory offer financing on these purchases, either offered directly from the manufacturers or through the manufacturers' captive finance affiliate. CNH's captive finance subsidiary, CNH Capital, also provides financing of used equipment inventory. We also have floorplan payable balances with non-manufacturer lenders for new and used equipment inventory. Borrowings and repayments on manufacturer floorplan facilities are reported as operating cash flows, while borrowings and repayments on non-manufacturer floorplan facilities are reported as financing cash flows in our consolidated statements of cash flows.

During the year ended January 31, 2025, letters were received from CNH Capital America LLC ("CNH Capital") and DLL Finance to waive the Consolidated Fixed Charge Coverage Ratio covenants for the reporting periods between January 31, 2025 to January 31, 2026. In March 2026, the CNH waiver was further extended to cover reporting periods between February 1, 2026 to January 31, 2027.

As of January 31, 2026, we had floorplan payable lines of credit for equipment purchases totaling \$1.5 billion, which includes a \$875.0 million credit facility with CNH Capital, a \$390.0 million floorplan payable line under the Bank Syndicate Agreement, a \$70.0 million credit facility with DLL Finance, and additional credit facilities related to our foreign subsidiaries. Available borrowing capacity under these lines of credit are reduced by amounts outstanding under such facilities, borrowing base calculations and amount of standby letters of credit outstanding with respect to the Bank Syndicate Agreement, and certain acquisition-related financing arrangements with respect to the CNH Capital credit facility. Due to the waivers listed above, as of January 31, 2026, the Company was not subject to the financial covenants under its credit agreements. Additional details on each of these credit facilities are disclosed in Note 8, *Floorplan Payable/Lines of Credit*, to the Consolidated Financial Statements in Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K.

As of January 31, 2026, the Company was not subject to the fixed charge ratio covenant under the Bank Syndicate Agreement as our adjusted excess availability plus eligible cash collateral (as defined in the Bank Syndicate Agreement) was not less than 10% of the total amount of the credit facility. Please refer to Note 8, *Floorplan Payable/Lines of Credit*, to the

Consolidated Financial Statements in Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K for further information regarding the Company's line of credit.

Our equipment inventory turnover decreased to 1.8 times for fiscal 2026 compared to 1.6 times for fiscal 2025. The decrease in equipment turnover was attributable to an increase in average equipment inventory in fiscal 2026 as compared to fiscal 2025. Our equity in equipment inventory, which reflects the portion of our equipment inventory balance that is not financed by floorplan payables, increased to 31.9% as of January 31, 2026 from 25.9% as of January 31, 2025.

#### *Long-Term Debt Facilities*

As of January 31, 2026, we had a \$110.0 million working capital line of credit under the Bank Syndicate Agreement (the "Revolver Loan"). The Revolver Loan is used to finance our working capital requirements and fund certain capital expenditures, as needed. As of January 31, 2026, the Company did not have a need to utilize any of the Revolver Loan, and, as such the outstanding balance was zero. The Company works with various lenders to finance the purchase of real estate we currently lease or purchase through an acquisition. The Company may also decide in the future to finance a portion of our rental fleet as well as our capital expenditures using long-term debt from various lenders.

#### **Adequacy of Capital Resources**

Our primary uses of cash have been to fund our operating activities, including the purchase of inventory and providing for other working capital needs; meeting our debt service requirements; making payments due under our various leasing arrangements; and funding capital expenditures. The primary factor affecting our ability to generate cash and to meet cash requirements, is our operating performance as impacted by (i) industry factors, (ii) competition, (iii) general economic conditions, (iv) the timing and extent of acquisitions, and (v) business and other factors including those identified in Item 1A, *Risk Factors*, and otherwise discussed in this Form 10-K.

Our ability to service our debt will depend upon our ability to generate necessary cash. This will in turn depend on our operating performance, general economic conditions, and financial, competitive, business and other factors, some of which are beyond our immediate control, and future acquisition activity. Based on our current operational performance, we believe our cash flow from operations, available cash, and available borrowings under our existing credit facilities will be adequate to meet our liquidity needs beyond the next 12 months.

In fiscal 2026, we used \$22.4 million in cash for property and equipment purchases. The property and equipment purchases in fiscal 2026 primarily related to improvements to, or purchases of, real estate assets and the purchase of vehicles. In fiscal 2025, we used \$51.8 million in cash for property and equipment purchases, and financed \$36.0 million in property and equipment purchases with long-term debt and finance leases. The property and equipment purchases in fiscal 2025 primarily related to the purchase of vehicles, trucks and real estate. We expect our cash expenditures for property and equipment, exclusive of fleet, for fiscal 2027 to be approximately \$15.0 million. The actual amount of our fiscal 2027 capital expenditures will depend upon factors such as general economic conditions, growth prospects for our industry and our decisions regarding financing and leasing options. We currently expect to finance property and equipment purchases with borrowings under our existing credit facilities, financing with long-term debt, with available cash or with cash flow from operations. We may need to incur additional debt if we pursue any future acquisitions.

We enter into contractual obligations in the ordinary course of business that may require future cash payments. Such obligations include, but are not limited to, debt arrangements, leasing arrangements, and costs related to Information Technology ("IT"), including enterprise resource planning ("ERP") expenses. The Notes to the Consolidated Financial Statements in Item 8, *Financial Information and Supplementary Data*, of this Form 10-K provide additional information in regard to Note 10, *Long Term Debt*, and Note 13, *Leases*. Other purchase obligations consist primarily of IT related expenses with estimated cash payments of \$5.0 million for fiscal 2027, as well as a combined \$11.6 million through fiscal 2030.

#### **Cash Flow**

##### *Cash Flow Provided By Operating Activities*

Net cash provided by operating activities in fiscal 2026 was \$137.5 million compared to \$70.3 million in fiscal 2025. The change in cash from operating activities was primarily attributable to inventory reductions, timing of payment in our accounts payable and accrued liabilities, which was partially offset by the changing mix in floorplan financing compared to the prior year period.

##### *Cash Flow Used For Investing Activities*

Net cash used for investing activities is primarily comprised of cash used for property and equipment purchases and for business acquisitions.

Net cash used for investing activities was \$22.7 million in fiscal 2026, compared to \$47.7 million in fiscal 2025. The decrease in net cash used for investing activities was primarily due to the decrease of purchases of property and equipment compared to the prior year period and proceeds from business divestitures in fiscal 2026. This was partially offset by the Farmers Implement and Irrigation and Bellevue Machinery acquisitions in fiscal 2026.

*Cash Flow Used for Financing Activities*

Net cash used for financing activities was \$123.7 million in fiscal 2026, compared to \$23.6 million in fiscal 2025. The change was primarily driven by a \$89.1 million decrease in non-manufacturer floorplan payables, which represents the Company's other credit lines including its Bank Syndicate Agreement.

**Critical Accounting Policies and Use of Estimates**

In the preparation of financial statements in conformity with U.S. generally accepted accounting principles, we are required to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, expenses and the related disclosures. While we believe the estimates and judgments we use in preparing our financial statements are appropriate, they are subject to future events and uncertainties regarding their outcome and therefore actual results may materially differ from these estimates. We describe in Note 1, *Business Activity and Significant Accounting Policies*, to the Consolidated Financial Statements in Item 8, *Financial Information and Supplementary Data*, of this Form 10-K the significant accounting policies used in preparing the consolidated financial statements. We consider the following items in our consolidated financial statements to require significant estimation or judgment.

*Revenue Recognition*

Equipment revenue transactions include the sale of agricultural and construction equipment and often include both cash and noncash consideration received from our customers, with noncash consideration in the form of used, trade-in, equipment assets. The amount of revenue recognized in the sale transaction is dependent on the value assigned to the trade-in asset. Significant judgment is required to estimate the value of trade-in assets. We assign value based on the estimated selling price for that piece of equipment in the applicable market, less a gross profit amount to be realized at the time the trade-in asset is sold and an estimate of any reconditioning work required to ready the asset for sale. We estimate future selling prices of trade-in assets using various external industry data and relevant internal information, and consider the impact of various factors including model year, hours of use, overall condition, and other equipment specifications. Our estimates of the value of trade-in assets are impacted by changing market values of used equipment and the availability of relevant and reliable third-party data. In instances in which relevant third-party information is not available, the value assigned to trade-in equipment is dependent on internal judgments.

*Inventories*

New and used equipment inventories are stated at the lower of cost or net realizable value, determined for each piece of equipment (specific identification). Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The majority of our used equipment inventory is acquired through trade-ins from our customers and is initially measured and recognized based on the estimated future selling price of the equipment, less a gross profit amount to be realized when the trade-in asset is sold and an estimate of any reconditioning work required to ready the asset for sale. Subsequent to the initial recognition, all new and used equipment inventories are subject to lower of cost or net realizable value assessments. We estimate net realizable value using internal information, management judgment and third-party data that considers various factors including age and condition of equipment, hours of use and market conditions. Generally, used equipment prices are more volatile to changes in market conditions than prices for new equipment due to incentive programs that may be offered by manufacturers to assist in the sale of new equipment. We review our equipment inventory values and adjust them whenever the carrying amount exceeds the estimated net realizable value.

Parts inventories are valued at the lower of average cost or net realizable value. We estimate net realizable value of our parts inventories based on various factors including aging and sales history of each type of parts inventory.

*Impairment of Long-Lived Assets*

Our long-lived assets consist primarily of property and equipment and operating lease assets. We review these assets for potential impairment whenever events or circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by comparing the estimated future undiscounted cash flows of such assets to their carrying values. If the estimated undiscounted cash flows exceed the carrying value, the carrying value is considered recoverable and no impairment recognition is required. However, if the sum of the undiscounted cash flows is less than the carrying value of the asset, the second step of the impairment analysis must be performed to measure the amount of the impairment, if any. The

second step of the impairment analysis compares the estimated fair value of the long-lived asset to its carrying value and any amount by which the carrying value exceeds the fair value is recognized as an impairment charge.

When reviewing long-lived assets for impairment, we group long-lived assets with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. Long-lived assets deployed and used by individual store locations are reviewed for impairment at the individual store level. Other long-lived assets shared across stores within a segment or shared across segments are reviewed for impairment on a segment or consolidated level as appropriate.

During our 2026 fiscal year, we determined that events or circumstances were present that may indicate that the carrying amount of certain store long-lived assets might not be recoverable. The events or circumstances which indicated that certain of our store long-lived assets might not be recoverable included a current period operating loss combined with historical losses and anticipated future operating losses within certain of our stores, or an expectation that a long-lived asset (or asset group) will be disposed of before the end of its previously estimated useful life. In light of these circumstances, we performed step one of the impairment analysis for these assets, which have a combined carrying value of \$141.1 million, to determine if the asset values are recoverable. In the situations where it was concluded that the carrying value was not recoverable, we performed step two of the impairment analysis and estimated the fair value of the assets using an income approach. The Company recognized total impairment charges of \$2.3 million, of which \$0.9 million was within the Agriculture segment, \$0.1 million was within the Construction segment, \$0.7 million was within the Europe segment and \$0.5 million was within Shared Resources.

Our impairment analyses require significant judgment, including identification of the grouping of long-lived and other assets and liabilities for impairment testing, estimates of future cash flows arising from these groups of assets and liabilities, and estimates of the remaining useful lives of the long-lived assets being evaluated. Our estimates inherently include a degree of uncertainty and are impacted by macroeconomic and industry conditions, the competitive environment and other factors. Adverse changes in any of these factors in future periods could result in impairment charges in future periods which could materially impact our results of operations and financial position.

#### *Goodwill*

Goodwill represents the excess of cost over the fair value of net assets of businesses acquired and is allocated to our reporting units at the time of the acquisition. We analyze goodwill on an annual basis and when an event occurs or circumstances change that may reduce the fair value of a reporting unit below its carrying amount. We have the option of first analyzing qualitative factors to determine whether it is more likely than not that the fair value of any reporting unit is less than its carrying amount. However, we may elect to perform a quantitative goodwill impairment test in lieu of the qualitative test. An entity must recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value. Subsequent reversal of goodwill impairment charges is not permitted.

We perform our annual goodwill impairment analysis as of December 31 and when an event occurs or circumstances change that may reduce the fair value of a reporting unit below its carrying amount. As of January 31, 2026, Goodwill is allocated to two reporting units Agriculture and Australia. Our Construction and Europe reporting units do not have any goodwill balances. When we perform a qualitative goodwill test, we analyze qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the quantitative goodwill impairment test. If the qualitative test indicates there may be an impairment, we perform the quantitative test, which measures the amount of the goodwill impairment, if any. To perform the quantitative test, we calculate the fair value of each reporting unit, primarily utilizing the income approach and market approach. The income approach is based on discounted cash flow models that use estimates for forecasts of future operating performance for the reporting units. These forecasts include estimates of revenues, margins, operating expenses, capital expenditures, depreciation, amortization, tax and discount rates. Projected future cash flows are then discounted to a present value employing a discount rate that properly accounts for the estimated risk-adjusted weighted-average cost of capital relevant to each reporting unit. The market approach is based on assumptions related to earnings before interest, taxes, depreciation, and amortization multiples or revenue multiples. These estimates are developed as part of our planning process based on assumed growth rates, along with historical data and various internal estimates.

The key assumptions used in our impairment analyses are developed for each segment and therefore vary by reporting unit. For the most recent Agriculture and Australia annual impairment test, we estimated five-year average annual revenue growth rates of approximately 8.5% and 13.2% for Agriculture and Australia, respectively, gross margins ranging from approximately 17.2% to 18.1% for Agriculture and 16.5% to 17.8% for Australia, and five-year average annual operating expense growth rates of approximately 4.1% and 3.7% for Agriculture and Australia, respectively. The discount rate used in our analysis was approximately 11.5% and 14.0% for Agriculture and Australia, respectively, and reflects our estimate of the weighted-average cost of capital of comparable companies, adjusted for risks specific to our company. Revenue growth

assumptions were based on expected industry volume in the geographic markets in which the stores operate, anticipated changes in market share, historical performance, and management's expectations for future operating conditions.

We had goodwill of \$65.6 million and \$61.2 million at January 31, 2026 and 2025, respectively. As of the date of our most recent annual impairment test, the estimated fair value of the Agriculture and Australia reporting units exceeded their carrying amount by approximately 9.2% and 8.6%, respectively.

Our impairment analyses require significant judgment and involve estimates that are inherently uncertain. These estimates could be materially affected by changes in general macroeconomic conditions, industry trends, competitive dynamics, store-specific performance, prolonged adverse weather patterns, or other factors affecting our valuation. Adverse changes in any of these factors in future periods could result in impairment charges in future periods, which could materially impact our results of operations and financial position.

#### *Income Taxes*

In determining our provision for income taxes, we must make certain judgments and estimates, including an assessment of the realizability of our deferred tax assets. In evaluating our ability to realize the benefit of our deferred tax assets we consider all available positive and negative evidence, including our historical operating results and our expectation of future taxable income and the availability of tax-planning strategies, and the carryforward periods over which the assets may be realized. These assumptions require significant judgment and estimation.

The initial recognition of, and any changes in, a deferred tax asset valuation allowance are recorded to the provision for income taxes and impacts our effective tax rate. Our assessment of the need for, and magnitude of, valuation allowances for our deferred tax assets may be impacted by changes in tax laws, our assumptions regarding the ability to generate future taxable income and the availability of tax-planning strategies. Changes in any of these factors could lead to a change in the recognized valuation allowance which may impact our future results of operations and financial position.

#### **New Accounting Pronouncements**

Refer to Note 1, *Business Activity and Significant Accounting Policies*, to the Consolidated Financial Statements in Item 8, *Financial Information and Supplementary Data*, of this Form 10-K for a description of new accounting pronouncements recently adopted or not yet adopted and the impact or anticipated impact of such pronouncements to our consolidated financial statements.

#### **Information Regarding Forward-Looking Statements**

The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act. We include "forward-looking" information in this Form 10-K, including this Item 7, as well as in other materials filed or to be filed by us with the SEC (as well as information included in oral statements or other written statements made or to be made by us).

This Form 10-K contains forward-looking statements that involve risks and uncertainties. In some cases, you can identify forward-looking statements by the following words: "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "ongoing," "plan," "potential," "predict," "project," "should," "will," "would," or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. These statements involve known and unknown risks, uncertainties and other factors that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Forward-looking statements are only predictions and are not guarantees of performance. These statements are based on our management's beliefs and assumptions, which in turn are based on currently available information. Our forward-looking statements in this Form 10-K generally relate to the following:

- our beliefs and intentions with respect to our growth strategies, including growth through strategic acquisitions, the types of acquisition targets we intend to pursue, the availability of suitable acquisition targets, the industry climate for dealer consolidation, and our ability to implement our growth strategies;
- our beliefs with respect to factors that will affect demand and seasonality of purchasing in the agricultural and construction industries;
- our beliefs with respect to our primary supplier (CNH) of equipment and parts inventory;
- our beliefs with respect to the equipment market, our competitors and our competitive advantages;
- our beliefs with respect to the impact of U.S. federal government policies on the agriculture economy;

- our beliefs with respect to the impact of commodity prices for crops, fossil fuels and other commodities on our operating results;
- our beliefs with respect to the impact of government regulations;
- our beliefs with respect to our business strengths and the diversity of our customer base;
- our plans and beliefs with respect to real property used in our business;
- our plans and beliefs regarding future sales, sales mix, and marketing activities;
- our beliefs and assumptions regarding the payment of dividends;
- our beliefs and assumptions regarding valuation reserves, equipment inventory balances, fixed operating expenses, and absorption rate;
- our beliefs and expectations regarding the impact of the Russia-Ukraine conflict on our Ukrainian operations;
- our beliefs and assumptions with respect to our rental equipment operations;
- our beliefs with respect to our employee relations;
- our assumptions, beliefs and expectations with respect to past and future market conditions, including interest rates, and public infrastructure spending, new environmental standards, and the impact these conditions will have on our operating results;
- our beliefs with respect to the impact of our credit agreements, including future interest expense, limits on corporate transactions, financial covenant compliance, and ability to negotiate amendments or waivers, if needed;
- our beliefs with respect to the impact of increase or decrease in applicable foreign exchange rates;
- our plans and assumptions for future capital expenditures and rental fleet purchases; and
- our cash needs, sources of liquidity, and the adequacy of our capital resources.

While we believe that the forward-looking statements in this Form 10-K are reasonable, such statements are only predictions and do not guarantee performance. These statements are based on our management's beliefs and assumptions, which in turn are based on currently available information. Important assumptions relating to the forward-looking statements include, among others, assumptions regarding demand for our products, the expansion of product offerings geographically, the timing and cost of planned capital expenditures, competitive conditions and general economic conditions. These assumptions could prove inaccurate. Forward-looking statements also involve known and unknown risks and uncertainties, which could cause actual results that differ materially from those contained in any forward-looking statement. All written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements as well as other cautionary statements that are made from time to time in our other filings with the SEC and public communications. You should evaluate all forward-looking statements made in this Form 10-K in the context of these risks and uncertainties. Many of these factors are beyond our ability to control or predict. Such factors include, but are not limited to, the following:

- our dependence on CNH, our primary supplier of equipment and parts inventory, to supply competitive products, provide financial and marketing support and continue committing to its product warranties and reimbursement of dealers for warrant repairs, and our relationships with other equipment suppliers;
- the terms of the CNH Dealer Agreements that subject us to restrictions that may adversely impact our business and growth;
- the impact of net farm income, which is influenced by factors over which we have no control;
- market factors, over which we have no control, negatively impacting our construction equipment sales;
- increased inflation and higher interest rates negatively impacting our customers' equipment purchasing decisions;
- downturns in the equipment distribution market, which can arise from factors over which we have no control;
- the highly competitive nature of our industry;
- the recent agreements of equipment manufacturers, including CNH, to provide farmers and independent repair shops access to diagnostic tools;
- supply chain disruptions;
- the impact of the Russia-Ukraine conflict on our operations in Ukraine;
- assumptions regarding our cash needs and the amount of inventory we need on hand;

- general economic conditions and construction activity in the markets where we operate;
- risks and uncertainties arising from our international operations;
- our ability to effectively manage our inventory;
- our level of indebtedness and ability to comply with the terms of agreements governing our indebtedness;
- exposure to interest rate risks as a result of our variable rate indebtedness;
- the seasonal nature of the agricultural and construction equipment industries;
- customer credit risks;
- our ability to manage increased maintenance costs as the age of our rental fleet increases;
- our ability to manage changes in tax rates or the adoption of new tax legislation;
- risks relating to climate change and weather conditions;
- increased government regulations relating to greenhouse gas emission standards and climate change;
- the risks associated with the expansion of our business, including the potential inability to integrate any businesses we acquire;
- risks relating to our ability to attract, train, and develop key employees necessary for our success;
- labor organizing activities;
- liability risks arising from products sold, rented or serviced by us, which our commercial liability insurance may not be adequate to cover;
- significant fluctuations in the price of our common stock;
- risks related to our dependence on our information technology systems and the impact of potential breaches and other disruptions; and
- other factors discussed under Item 1A, *Risk Factors*, and elsewhere in this Form 10-K.

You should read the risk factors and the other cautionary statements made in this Form 10-K as being applicable to all related forward-looking statements wherever they appear in this Form 10-K. We cannot assure you that the forward-looking statements in this Form 10-K will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. Other than as required by law, we undertake no obligation to update these forward-looking statements, whether as a result of new information, future events, or otherwise.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to various market risks, including changes in interest rates and foreign currency exchange rates. Market risk is the potential loss arising from adverse changes in market rates and prices such as interest rates and foreign currency exchange rates.

### *Interest Rate Risk*

Exposure to changes in interest rates results from borrowing activities used to fund operations. For fixed rate debt, interest rate changes affect the fair value of financial instruments but do not impact earnings or cash flows. Conversely, for floating rate debt, interest rate changes generally do not affect the fair market value but do impact future earnings and cash flows, assuming other factors are held constant. We have both fixed and floating rate financing. Some of our floating rate credit facilities contain minimum interest rates to be charged. Based upon our interest-bearing balances and interest rates as of January 31, 2026, holding other variables constant, a one percentage point increase in interest rates for the next 12-month period would decrease pre-tax earnings and cash flow by approximately \$2.9 million. Conversely, a one percentage point decrease in interest rates for the next 12-month period would result in an increase to pre-tax earnings and cash flow of approximately \$2.9 million. At January 31, 2026, we had total floorplan payables outstanding of \$553.8 million, of which \$287.0 million was interest-bearing at variable interest rates and \$266.8 million was non-interest bearing. In addition, at January 31, 2026, we had total long-term debt outstanding and finance lease liabilities of \$229.3 million, substantially all of which was fixed rate debt.

### *Foreign Currency Exchange Rate Risk*

Our foreign currency exposures arise as the result of our foreign operations. We are exposed to transactional foreign currency exchange rate risk through our foreign entities holding assets and liabilities denominated in currencies other than their functional currency. In addition, the Company is exposed to foreign currency transaction risk as a result of certain intercompany financing transactions. The Company attempts to manage its transactional foreign currency exchange rate risk through the use of derivative financial instruments, primarily foreign exchange forward contracts, or through natural hedging instruments. Based upon balances and exchange rates as of January 31, 2026, holding other variables constant, we believe that a hypothetical 10% increase or decrease in all applicable foreign exchange rates would not have a material impact on our results of operations or cash flows. As of January 31, 2026, our Ukrainian subsidiary had \$2.8 million of net monetary assets denominated in Ukrainian hryvnia ("UAH"). We have attempted to minimize our net monetary asset position through reducing overall asset levels in Ukraine and through borrowing in UAH which serves as a natural hedging instrument offsetting our net UAH denominated assets. Many of the currency and payment controls that the National Bank of Ukraine imposed in February 2022 have been relaxed, making it more practicable to manage our UAH exposure. However, the continuation of the Russia-Ukraine conflict could lead to more significant UAH devaluations, similar to the 24% devaluation that occurred in July 2022, or more stringent payment controls in the future. The inability to fully manage our net monetary asset position and continued UAH devaluations for an extended period of time, could have a significant adverse impact on our results of operations and cash flows.

In addition to transactional foreign currency exchange rate risk, we are also exposed to translational foreign currency exchange rate risk as we translate the results of operations and assets and liabilities of our foreign operations from their functional currency to the U.S. dollar. As a result, our results of operations, cash flows and net investment in our foreign operations may be adversely impacted by fluctuating foreign currency exchange rates. We believe that a hypothetical 10% increase or decrease in all applicable foreign exchange rates, holding all other variables constant, would not have a material impact on our results of operations or cash flows.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The Consolidated Balance Sheets of the Company as of January 31, 2026 and 2025, and the related Consolidated Statements of Operations, Comprehensive Income, Stockholders' Equity, and Cash Flows for the years ended January 31, 2026, 2025 and 2024, and the notes thereto, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm.

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

	<u>Page</u>
<b>Titan Machinery Inc.—Financial Statements</b>	
<b>Audited Consolidated Financial Statements</b>	
Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)	<a href="#">45</a>
Report of Independent Registered Public Accounting Firm	<a href="#">48</a>
Consolidated Balance Sheets as of January 31, 2026 and 2025	<a href="#">49</a>
Consolidated Statements of Operations for the fiscal years ended January 31, 2026, 2025 and 2024	<a href="#">50</a>
Consolidated Statements of Comprehensive Income for the fiscal years ended January 31, 2026, 2025 and 2024	<a href="#">51</a>
Consolidated Statements of Stockholders' Equity for the fiscal years ended January 31, 2026, 2025 and 2024	<a href="#">52</a>
Consolidated Statements of Cash Flows for the fiscal years ended January 31, 2026, 2025 and 2024	<a href="#">53</a>
Notes to Consolidated Financial Statements	<a href="#">53</a>

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and Board of Directors of Titan Machinery Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Titan Machinery Inc. and subsidiaries (the "Company") as of January 31, 2026, and 2025, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended January 31, 2026, and the related notes and the schedule listed in the Index at Part IV, Item 15 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of January 31, 2026, and 2025, and the results of its operations and its cash flows for each of the three years in the period ended January 31, 2026, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of January 31, 2026, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 31, 2026, expressed an unqualified opinion on the Company's internal control over financial reporting.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

#### *Inventories – Valuation of Used Equipment Inventories — Refer to Notes 1 and 5 to the financial statements*

##### *Critical Audit Matter Description*

The Company's used equipment inventories are stated at the lower of cost (specific identification) or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The Company periodically subjects used equipment inventories to lower of cost or net realizable value assessments and adjusts carrying values when such values exceed estimated net realizable value. The Company estimates net realizable value using internal and third-party data that considers various factors including the age and condition of the equipment, hours of use, and market conditions.

Given the significant judgments made by management to determine the net realizable value of used equipment inventories, performing audit procedures to evaluate these judgments to determine the valuation of used equipment inventories required a high degree of auditor judgment and an increased extent of effort.

##### *How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to management's judgments regarding the valuation of used equipment inventories included the following, among others:

- We tested the effectiveness of controls over the valuation of used equipment inventories, including the reasonableness of various factors including the age and condition of the equipment, hours of use, and market conditions, used to determine the net realizable value of the equipment.
- We tested the effectiveness of controls over the internal and external data used to determine the valuation of used equipment inventories.
- We evaluated the reasonableness of management’s judgments utilized to determine the net realizable value of the used equipment inventories by:
  - Evaluating the reasonableness and consistency of the methodology and assumptions used by management to determine the net realizable value.
  - Testing the underlying determination of the net realizable value by obtaining documentation containing the age of the equipment, condition, and hours of use and comparing it to comparable internal and external data.
  - Performing a retrospective lookback analysis of management’s process by comparing the actual selling prices of used equipment inventories units sold in the current year to the selling prices estimated by management for those units in the prior year, as applicable.

***Goodwill Impairment Assessment – Agriculture and Australia Reporting Units – Refer to Notes 1 and 7 to the financial statements***

**Critical Audit Matter Description**

The Company’s annual evaluation of goodwill for impairment involved the comparison of the Agriculture and Australia reporting units’ fair value to their carrying value. The Company determined the fair value of each reporting unit using a combination of income and market approaches. The income approach is based on discounted cash flow models that use reporting unit estimates for forecasted future financial performance, including revenues, margins, operating expenses, capital expenditures, depreciation, amortization, tax and discount rates. The market approach is based on assumptions related to earnings before interest, taxes, depreciation, and amortization multiples or revenue multiples. As of January 31, 2026, the goodwill balance for the Agriculture reporting unit was \$39.2 million, and the goodwill balance for the Australia reporting unit was \$26.4 million. The fair value of the Agriculture and Australia reporting units exceeded their carrying values, and therefore, no impairment was recognized.

Given the significant judgements made by management to estimate the fair value of the Agriculture and Australia reporting units and the differences between their fair value and carrying value, performing audit procedures to evaluate the reasonableness of management’s estimates and assumptions regarding forecasts of future equipment revenue, profit margins, long-term growth rate, discount rate, and the selection of EBITDA or revenue multiples required a high degree of auditor judgment and an increased extent of effort, including the need to involve fair value specialists.

*How the Critical Matter Was Addressed in the Audit*

Our audit procedures related to the forecasts of future equipment revenue, profit margins, long-term growth rate, discount rate, and EBITDA multiples for the Agriculture and Australia reporting units included the following, among others:

- We tested the effectiveness of controls over the evaluation of goodwill for impairment, including those over the underlying assumptions to forecast future equipment revenue, profit margins, long-term growth rate, the selection of the discount rate, and the selection of EBITDA multiples.
- We evaluated management’s ability to accurately forecast future equipment revenues and profit margins by comparing actual results to management’s historical forecasts.
- We evaluated the reasonableness of management’s forecasted equipment revenue and profit margins by comparing the forecasts to (1) historical results, (2) internal communications between management and the Board of Directors, and (3) information included in Company press releases as well as in analyst and industry reports.
- We performed a sensitivity analysis of certain assumptions such as revenue, profit margins, long-term growth rate, and the discount rate to evaluate the potential change in the fair value resulting from changes in underlying assumptions.
- With the assistance of our fair value specialists, we evaluated the valuation methodologies, the long-term growth rate and discount rate, including testing the underlying source information and the mathematical accuracy of the calculations, and developing a range of independent estimates and comparing those to the long-term growth rate and discount rate selected by management.

- With the assistance of our fair value specialists, we evaluated the EBITDA multiples used in estimating fair value, including testing the underlying source information and mathematical accuracy of the calculations, and comparing the multiples selected by management to its guideline companies and guideline transactions.

/s/ DELOITTE & TOUCHE LLP

Minneapolis, Minnesota  
March 31, 2026

We have served as the Company's auditor since 2013.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Stockholders and the Board of Directors of Titan Machinery Inc.

**Opinion on Internal Control over Financial Reporting**

We have audited the internal control over financial reporting of Titan Machinery Inc. and subsidiaries (the "Company") as of January 31, 2026, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 31, 2026, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended January 31, 2026, of the Company and our report dated March 31, 2026, expressed an unqualified opinion on those financial statements.

**Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**Definition and Limitations of Internal Control over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

Minneapolis, Minnesota  
March 31, 2026

**TITAN MACHINERY INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF JANUARY 31, 2026 AND 2025**  
(in thousands, except per share data)

	January 31, 2026	January 31, 2025
<b>Assets</b>		
<b>Current Assets</b>		
Cash	\$ 28,164	\$ 35,898
Receivables, net of allowance for expected credit losses	127,031	119,814
Inventories	903,085	1,108,672
Prepaid expenses and other	31,700	28,244
<b>Total current assets</b>	<b>1,089,980</b>	<b>1,292,628</b>
<b>Noncurrent Assets</b>		
Property and equipment, net of accumulated depreciation	360,983	379,690
Operating lease assets	47,197	27,935
Deferred income taxes	1,327	2,552
Goodwill	65,583	61,246
Intangible assets, net of accumulated amortization	51,233	48,306
Other	625	1,581
<b>Total noncurrent assets</b>	<b>526,948</b>	<b>521,310</b>
<b>Total Assets</b>	<b>\$ 1,616,928</b>	<b>\$ 1,813,938</b>
<b>Liabilities and Stockholders' Equity</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 35,156	\$ 37,166
Floorplan payable	553,754	755,698
Current maturities of long-term debt	21,410	10,920
Current maturities of operating leases	4,084	5,747
Deferred revenue	82,311	91,933
Accrued expenses and other	75,248	59,492
<b>Total current liabilities</b>	<b>771,963</b>	<b>960,956</b>
<b>Long-Term Liabilities</b>		
Long-term debt, less current maturities	158,565	157,767
Operating lease liabilities	46,050	25,588
Finance lease liabilities	42,140	44,894
Deferred income taxes	10,151	8,818
Other long-term liabilities	8,761	1,838
<b>Total long-term liabilities</b>	<b>265,667</b>	<b>238,905</b>
Commitments and Contingencies (Note 12)		
<b>Stockholders' Equity</b>		
Common stock, par value \$0.00001 per share, 45,000,000 shares authorized; 23,363,865 shares issued and outstanding at January 31, 2026; 23,124,768 shares issued and outstanding at January 31, 2025	—	—
Additional paid-in-capital	266,905	262,097
Retained earnings	306,140	360,314
Accumulated other comprehensive income (loss)	6,253	(8,334)
<b>Total stockholders' equity</b>	<b>579,298</b>	<b>614,077</b>
<b>Total Liabilities and Stockholders' Equity</b>	<b>\$ 1,616,928</b>	<b>\$ 1,813,938</b>

See Notes to Consolidated Financial Statements

**TITAN MACHINERY INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**YEARS ENDED JANUARY 31, 2026, 2025 AND 2024**

(in thousands, except per share data)

	2026	2025	2024
Revenue			
Equipment	\$ 1,774,535	\$ 2,050,298	\$ 2,145,316
Parts	428,261	428,457	410,841
Service	177,910	180,107	157,315
Rental and other	46,401	43,260	44,973
Total Revenue	2,427,107	2,702,122	2,758,445
Cost of Revenue			
Equipment	1,645,205	1,912,803	1,864,558
Parts	295,746	294,233	279,921
Service	68,451	66,823	53,981
Rental and other	35,149	32,633	28,631
Total Cost of Revenue	2,044,551	2,306,492	2,227,091
Gross Profit	382,556	395,630	531,354
Operating Expenses	385,237	389,780	362,509
Impairment of Goodwill	—	531	—
Impairment of Intangible and Long-Lived Assets	2,291	1,311	—
Restructuring Costs	1,741	—	—
(Loss) Income from Operations	(6,713)	4,008	168,845
Other Income (Expense)			
Interest and other income (expense)	4,389	(4,178)	3,300
Floorplan interest expense	(24,109)	(34,710)	(13,802)
Other interest expense	(18,974)	(15,105)	(7,303)
(Loss) Income Before Income Taxes	(45,407)	(49,985)	151,040
Provision for (Benefit from) Income Taxes	8,767	(13,074)	38,599
Net (Loss) Income	\$ (54,174)	\$ (36,911)	\$ 112,441
(Loss) Earnings per Share:			
Basic	\$ (2.38)	\$ (1.63)	\$ 4.93
Diluted	\$ (2.38)	\$ (1.63)	\$ 4.93
Weighted Average Common Shares:			
Basic	22,748	22,606	22,493
Diluted	22,748	22,606	22,499

See Notes to Consolidated Financial Statements

**TITAN MACHINERY INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
**YEARS ENDED JANUARY 31, 2026, 2025 AND 2024**

	(in thousands)		
	2026	2025	2024
Net (Loss) Income	\$ (54,174)	\$ (36,911)	\$ 112,441
Other Comprehensive (Loss) Income			
Foreign currency translation adjustments	14,587	(10,094)	6,779
Comprehensive (Loss) Income	<u>\$ (39,587)</u>	<u>\$ (47,005)</u>	<u>\$ 119,220</u>

See Notes to Consolidated Financial Statements

**TITAN MACHINERY INC.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**YEARS ENDED JANUARY 31, 2026, 2025 AND 2024**  
(in thousands)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares Outstanding	Amount				
2023						
BALANCE, JANUARY 31,	22,698	\$ —	\$ 256,541	\$ 284,784	\$ (5,019)	\$ 536,306
Common stock issued on grant of restricted stock, net of restricted stock forfeitures and restricted stock withheld for employee withholding tax	150	—	(1,004)	—	—	(1,004)
Stock-based compensation expense	—	—	3,120	—	—	3,120
Net income	—	—	—	112,441	—	112,441
Other comprehensive loss	—	—	—	—	6,779	6,779
BALANCE, JANUARY 31,	22,848	—	258,657	397,225	1,760	657,642
Common stock issued on grant of restricted stock, net of restricted stock forfeitures and restricted stock withheld for employee withholding tax	277	—	(852)	—	—	(852)
Stock-based compensation expense	—	—	4,292	—	—	4,292
Net income	—	—	—	(36,911)	—	(36,911)
Other comprehensive loss	—	—	—	—	(10,094)	(10,094)
BALANCE, JANUARY 31,	23,125	—	262,097	360,314	(8,334)	614,077
Common stock issued on grant of restricted stock, net of restricted stock forfeitures and restricted stock withheld for employee withholding tax	239	—	(760)	—	—	(760)
Stock-based compensation expense	—	—	5,568	—	—	5,568
Net loss	—	—	—	(54,174)	—	(54,174)
Other comprehensive income	—	—	—	—	14,587	14,587
BALANCE, JANUARY 31,	23,364	\$ —	\$ 266,905	\$ 306,140	\$ 6,253	\$ 579,298
2026						

See Notes to Consolidated Financial Statements

**TITAN MACHINERY INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JANUARY 31, 2026, 2025 AND 2024**

	(in thousands)		
	2026	2025	2024
<b>Operating Activities</b>			
Net (loss) income	\$ (54,174)	\$ (36,911)	\$ 112,441
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	37,565	38,601	31,479
Impairment of goodwill, intangible assets and long lived assets	2,291	1,842	—
Deferred income taxes	2,558	(15,812)	2,910
Stock-based compensation expense	5,568	4,292	3,120
Noncash interest expense	985	1,069	292
Noncash lease expense	5,103	8,067	9,430
Sale-leaseback financing expense	—	9,650	—
(Gain) loss on extinguishment of debt	—	(3,585)	—
Other, net	(7,638)	3,575	(2,811)
<b>Changes in assets and liabilities, net of effects of acquisitions</b>			
Receivables	(499)	28,804	(48,091)
Prepaid expenses and other assets	6,169	1,471	615
Inventories	235,731	166,182	(476,389)
Manufacturer floorplan payable	(99,900)	(82,724)	368,111
Deferred revenue	(10,868)	(25,573)	(15,542)
Accounts payable, accrued expenses and other and other long-term liabilities	14,561	(28,657)	(17,845)
<b>Net Cash Provided by (Used for) Operating Activities</b>	<b>137,452</b>	<b>70,291</b>	<b>(32,280)</b>
<b>Investing Activities</b>			
Rental fleet purchases	—	—	(10,812)
Property and equipment purchases (excluding rental fleet)	(22,357)	(51,845)	(51,549)
Proceeds from sale of property and equipment	5,856	4,160	7,134
Acquisition consideration, net of cash acquired	(19,796)	(260)	(107,548)
Proceeds from sale of business	12,751	—	—
Other, net	837	199	(597)
<b>Net Cash Used for Investing Activities</b>	<b>(22,709)</b>	<b>(47,746)</b>	<b>(163,372)</b>
<b>Financing Activities</b>			
Net change in non-manufacturer floorplan payable	(126,817)	(37,694)	183,148
Proceeds from long-term debt borrowings	25,337	37,292	19,599
Principal payments on long-term debt and finance leases	(21,317)	(18,500)	(13,045)
Payment of debt issuance costs	(148)	(3,864)	(121)
Other, net	(760)	(853)	(1,004)
<b>Net Cash (Used for) Provided by Financing Activities</b>	<b>(123,705)</b>	<b>(23,619)</b>	<b>188,577</b>
Effect of Exchange Rate Changes on Cash	1,228	(1,094)	1,228
<b>Net Change in Cash</b>	<b>(7,734)</b>	<b>(2,168)</b>	<b>(5,847)</b>
Cash at Beginning of Period	35,898	38,066	43,913
Cash at End of Period	<u>\$ 28,164</u>	<u>\$ 35,898</u>	<u>\$ 38,066</u>
<b>Supplemental Disclosures of Cash Flow Information</b>			
Cash paid during the period			
Income taxes, net of refunds	\$ (1,849)	\$ 6,564	\$ 39,844
Interest	\$ 42,880	\$ 48,289	\$ 19,377
<b>Supplemental Disclosures of Noncash Investing and Financing Activities</b>			
Net change in property and equipment included in long-term debt, leases, accounts payable and accrued liabilities	\$ (1,977)	\$ 35,963	\$ 17,911
Finance lease debt to acquire finance asset	\$ 4,838	\$ 65,638	\$ 2,471
Net transfer of assets from (to) property and equipment to (from) inventories	\$ (3,352)	\$ (6,765)	\$ (497)
Asset transferred from property and equipment to held for sale	\$ 9,509	\$ —	\$ —

See Notes to Consolidated Financial Statements

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1 - BUSINESS ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES***Nature of Business*

Titan Machinery Inc. and its subsidiaries (collectively, "Titan Machinery," the "Company," "we," or "us") are engaged in the retail sale, service and rental of agricultural and construction machinery through its stores in the United States, Europe, and Australia. The Company's United States stores are located in Colorado, Idaho, Iowa, Kansas, Minnesota, Nebraska, North Dakota, South Dakota, Wisconsin and Wyoming, its European stores are located in Bulgaria, Germany, Romania, and Ukraine, and its Australian stores are located in New South Wales, South Australia, and Victoria.

*Seasonality*

The agricultural and construction equipment businesses are highly seasonal, which causes the Company's quarterly results and cash flows to fluctuate during the year. The Company's customers generally purchase and rent equipment in preparation for, or in conjunction with, their busy seasons, which for farmers are the planting and harvesting seasons, and for construction customers is dependent on weather seasons in their respective regions, which is typically the second and third quarters of the Company's fiscal year for much of its Construction footprint. The Company's parts and service revenues are also typically highest during its customers' busy seasons, due to the increased use of their equipment during this time, which generates the need for more parts and service work. However, weather conditions impact the timing of our customers' busy times, which may cause the Company's quarterly financial results to differ between fiscal years. In addition, the fourth quarter typically is a significant period for equipment sales in the United States because of our customers' year-end tax planning considerations, the timing of dealer incentives and the increase in availability of funds from completed harvests and construction projects.

*Principles of Consolidation*

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant accounts, transactions and profits between the consolidated companies have been eliminated in consolidation.

The Company's foreign subsidiaries have fiscal years ending on December 31 of each year, consistent with statutory reporting requirements in each of the respective foreign countries. The accounts of the Company's foreign subsidiaries are consolidated as of December 31 of each year. No events or transactions occurred related to these subsidiaries in January 2026 that would have materially affected the consolidated financial position, results of operations or cash flows.

*Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates, particularly related to realization of inventory, impairment of long-lived assets, goodwill, indefinite-lived intangible assets, collectability of receivables, and income taxes.

*Concentrations of Credit Risk*

The Company's sales are to agricultural and construction equipment customers principally in the U.S. states in which it has stores as well as in the European countries and Australian states in which its stores are located. The Company extends credit to its customers in the ordinary course of business and monitors its customers' financial condition to minimize its risks associated with trade receivables; however, the Company does not generally require collateral on trade receivables.

The Company's cash balances are maintained in bank deposit accounts, which, at times, are in excess of federally insured limits.

*Concentrations in Operations*

The Company currently purchases new equipment, rental equipment and the related parts from a limited number of manufacturers. Although no change in suppliers is anticipated, the occurrence of such a change could cause a possible loss of sales and adversely affect operating results. The Company is the holder of authorized dealerships granted by CNH America, LLC and CNHI International SA (collectively referred to "CNH") whereby it has the right to act as an authorized dealer for the entity's equipment at specified locations. The dealership authorizations and floorplan payable facilities can be canceled by the respective entity if the Company does not observe certain established guidelines and covenants.

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

In addition, the Company believes that the following factors related to concentrations in suppliers, and in particular CNH, have a significant impact on its operating results:

- CNH's product offerings, reputation and market share;
- CNH's product prices and incentive and discount programs;
- Supply of inventory from CNH and ability to match demand levels and delivery timelines;
- CNH provides floorplan payable financing for the purchase of a substantial portion of the Company's inventory; and
- CNH provides a significant percentage of the financing and lease financing used by the Company's customers to purchase CNH equipment from the Company.

*Revenue Recognition*

Revenues are recognized when control of the promised goods or services is transferred to the customer, in an amount that reflects the consideration the Company expects to collect in exchange for those goods or services. Shipping and handling costs are recorded as cost of revenue. Sales, value added and other taxes collected from the Company's customers concurrent with the Company's revenue activities are excluded from revenue.

*Equipment Revenue.* Equipment revenue transactions include the sale of new and used agricultural and construction equipment. The Company satisfies its performance obligations and recognizes revenue at a point in time, upon delivery of the product. Once a product is delivered, the customer has physical possession of the asset, can direct the use of the asset, and has the significant risks and rewards of ownership of the asset. Equipment transactions often include both cash and non-cash consideration. Cash consideration is paid directly by the Company's customers or by third-party financial institutions financing the Company's customer transactions. Non-cash consideration is in the form of trade-in equipment assets. The Company assigns a value to trade-in assets by estimating a future selling price, which the Company estimates based on relevant internal and third-party data, less a gross profit amount to be realized at the time the trade-in asset is sold and an estimate of any reconditioning work required to ready the asset for sale. Both cash and non-cash consideration may be received prior to or after the Company's performance obligation is satisfied. Any consideration received prior to the satisfaction of the Company's performance obligation is recognized as deferred revenue. Receivables recognized for amounts not paid at the time our performance obligation is satisfied, including amounts due from third-party financial institutions, generally do not have established payment terms but are collected in relatively short time periods.

*Parts Revenue.* We sell a broad range of maintenance and replacement parts for both equipment that we sell and other types of equipment. The Company satisfies its performance obligation and recognizes revenue at a point in time, upon delivery of the product to the customer. Once a product is delivered, the Company has a present right to payment, the customer has physical possession of the asset, can direct the use of the asset, and has the significant risks and rewards of ownership of the asset. In many cases, customers tender payment at the time of delivery. Balances not paid at the time of delivery are typically due in full within 30 days. Most parts are sold with a thirty-day right of return or exchange. Historically, parts returns have not been material.

Parts revenue also includes the retail value of parts inventories consumed during the course of customer repair and maintenance services and services provided under manufacturer warranties. As further described below, we recognize revenue from these activities over time.

*Service Revenue.* We provide repair and maintenance services, including repairs performed under manufacturer warranties, for our customer's equipment. We recognize service and associated parts revenue of our repair and maintenance services over time as we transfer control of these goods and services over time. The Company recognizes revenue over time in the amount to which we have the right to invoice the customer, as such an amount corresponds to the value of our performance completed to date. Generally, the Company has the right to invoice the customer for labor hours incurred and parts inventories consumed during the performance of the service arrangement. Customer invoicing most often occurs at the conclusion of our repair and maintenance services. Accordingly, we recognize unbilled receivables for the amount of unbilled labor hours incurred and parts inventories consumed under our repair and maintenance arrangements. Upon customer invoicing, unbilled receivables are reclassified to receivables. In many cases, customers tender payment at the completion of our work and the creation of the invoice. Balances not paid at the time of invoicing are typically due in full within 30 days.

## TITAN MACHINERY INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

*Rental and Other Revenue.* We rent equipment to our customers on a short-term basis for periods ranging from a few days to a few months. Rental revenue is recognized on a straight-line basis over the period of the related rental agreement. Revenue from rental equipment delivery and pick-up services is recognized when the service is performed. Other revenues primarily consist of fees charged in connection with short-haul equipment delivery and pick-up services, in which revenue is recognized at a point in time when the service is completed, and Global Positioning System ("GPS") signal subscriptions, in which revenue is recognized on a straight-line basis over the subscription period.

*Manufacturer Incentives and Discounts*

The Company receives various manufacturer incentives and discounts, which are based on a variety of factors. Discounts and incentives related to the purchase of inventory are recognized as a reduction of inventory prices and recognized as a reduction of cost of revenue when the related inventory is sold. Other incentives, reflecting reimbursement of qualifying expenses, are recognized as a reduction of the related expense when earned.

*Receivables and Credit Policy*

Trade accounts receivable due from customers are uncollateralized customer obligations due under normal trade terms requiring payment within 30 to 90 days from the invoice date. Balances unpaid after the due date based on trade terms are considered past due and begin to accrue interest. Payments of trade receivables are allocated to the specific invoices identified on the customer's remittance advice or, if unspecified, are applied to the earliest unpaid invoices. Trade accounts receivable due from manufacturers relate to warranty work, discount programs and incentive programs. Trade accounts receivable due from finance companies primarily consist of contracts in transit with finance companies and balances due from credit card companies. These receivables do not generally have established payment terms but are collected in relatively short time periods. Unbilled receivables primarily represent unbilled labor hours incurred and parts inventories consumed during the performance of service arrangements for our customers at the Company's retail rates.

The carrying amount of trade receivables is reduced by a valuation allowance that reflects management's best estimate of the amounts that will not be collected. Management reviews aged receivable balances and estimates the portion, if any, of the balance that will not be collected. Account balances are charged off after all appropriate means of collection have been exhausted and the potential for recovery is considered remote.

*Inventories*

New and used equipment are stated at the lower of cost or net realizable value, determined for each piece of equipment (specific identification). Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The majority of our used equipment inventory is acquired through trade-ins from our customers and is initially measured and recognized based on the estimated future selling price of the equipment, less a gross profit amount to be realized when the trade-in asset is sold and an estimate of any reconditioning work required to ready the asset for sale. Subsequent to the initial recognition, all new and used equipment inventories are subject to lower of cost or net realizable value assessments. We estimate net realizable value using internal information, management judgment and third-party data that considers various factors including age and condition of equipment, hours of use and market conditions. Generally, used equipment prices are more volatile to changes in market conditions than prices for new equipment due to incentive programs that may be offered by manufacturers to assist in the sale of new equipment. Equipment inventory values are adjusted whenever the carrying amount exceeds the net realizable value. Parts inventories are valued at the lower of average cost or net realizable value. The Company estimates its lower of average cost or net realizable value adjustments on its parts inventories based on various factors including aging and sales of each type of parts inventory. Work in process represents costs incurred in the reconditioning and preparation for sale of our equipment inventories.

## TITAN MACHINERY INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

*Property and Equipment*

Property and equipment is carried at cost less accumulated depreciation and amortization. Depreciation and amortization are computed on a straight-line basis over the estimated useful life of each asset, as summarized below:

Buildings and leasehold improvements	Lesser of 15 - 39 years or lease term
Machinery and equipment	3 - 15 years
Furniture and fixtures	3 - 10 years
Vehicles	5 - 10 years
Rental fleet	3 - 10 years

Depreciation for income tax reporting purposes is computed using accelerated methods.

*Goodwill*

Goodwill is recognized and initially measured as any excess of the acquisition-date consideration transferred in a business combination over the acquisition-date amounts recognized for the net identifiable assets acquired. Goodwill is not amortized but is tested for impairment annually, or more frequently if an event occurs or circumstances change that would more likely than not result in an impairment of goodwill. Impairment testing is performed at the reporting unit level. A reporting unit is defined as an operating segment or one level below an operating segment, referred to as a component. A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available and segment management regularly reviews the operating results of that component. Evaluating goodwill for impairment involves the determination of the fair value of each reporting unit in which goodwill is recorded using a qualitative or quantitative analysis. If fair value is in excess of the carrying value, impairment is not indicated. If the carrying amount of a reporting unit is higher than its estimated fair value, the excess is recorded as an impairment expense. The Company performs its annual goodwill impairment test as of December 31st of each year. See Note 7, *Intangible Assets and Goodwill*, for details and results of the Company's impairment testing.

*Intangible Assets*

Intangible assets with a finite life consist of customer relationships and covenants not to compete, and are carried at cost less accumulated amortization. The Company amortizes the cost of identified intangible assets on a straight-line basis over the expected period of benefit, which generally range from five to ten years for customer relationships and the contractual term for covenants not to compete, which range from three to five years.

Intangible assets with an indefinite life consist of distribution rights with manufacturers. Distribution rights are classified as an indefinite-lived intangible asset because the Company's distribution agreements continue indefinitely by their terms, or are routinely awarded or renewed without substantial cost or material modifications to the underlying agreements. Accordingly, the Company believes that its distribution rights intangible assets will contribute to its cash flows for an indefinite period, therefore the carrying amount of distribution rights is not amortized, but is tested for impairment annually, or more frequently upon the occurrence of certain events or when circumstances indicate that impairment may be present. The impairment test is a single-step assessment that identifies both the existence of impairment and the amount of impairment loss by comparing the estimated fair value of the asset to its carrying value, with any excess carrying value over the fair value being recognized as an impairment loss. The Company performs its annual impairment test as of December 31st of each year. See Note 7, *Intangible Assets and Goodwill*, for details and results of the Company's impairment testing.

*Impairment of Long-Lived Assets*

The Company's long-lived assets consist of its property and equipment. These assets are reviewed for potential impairment when events or circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by comparing the estimated future undiscounted cash flows of such assets to their carrying values. If the estimated undiscounted cash flows exceed the carrying value, the carrying value is considered recoverable and no impairment recognition is required. However, if the sum of the undiscounted cash flows is less than the carrying value of the asset, the estimated fair value of the long-lived asset is compared to its carrying value and any amount by which the carrying value exceeds the fair value is recognized as an impairment charge.

## TITAN MACHINERY INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

When reviewing long-lived assets for impairment, we group long-lived assets with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. Long-lived assets deployed and used by individual store locations are reviewed for impairment at the individual store level. Other long-lived assets shared across stores within a segment or shared across segments are reviewed for impairment on a segment or consolidated level as appropriate. See Note 6, *Property and Equipment*, for details and results of the Company's impairment testing.

*Construction of Leased Assets and Sale-Leaseback Accounting*

The Company, from time to time, performs construction projects on its store locations, which are recorded as property and equipment in the consolidated balance sheet during the construction period. Upon completion, these assets are either placed in service, at which point the depreciation of the asset commences, or are part of a sale-leaseback transaction with a third-party buyer/lessor. In certain other situations, the Company enters into build-to-suit construction projects with third-party lessors. Under the applicable lease accounting rules, certain forms of lessee involvement in the construction of the leased asset deem the Company to be the owner of the leased asset during the construction period and requires capitalization of the lessor's total project costs on the consolidated balance sheet with the recognition of a corresponding financing obligation. Upon completion of a project for which the constructed assets are sold to a buyer/lessor or the completion of a capitalized build-to suit construction project, the Company performs a sale-leaseback analysis to determine if the asset and related financing obligation can be derecognized from the consolidated balance sheet. Certain provisions in a number of our lease agreements, primarily provisions regarding repurchase options, are deemed to be continuing involvement in the sold asset which precludes sale recognition. In such cases, the asset remains on the consolidated balance sheet under property and equipment and the proceeds received in the sale-leaseback transaction are recognized as a financing obligation within long-term debt in the consolidated balance sheet. Both the asset and the financing obligation are amortized over the lease term. In instances in which the Company has no continuing involvement in the sold asset, the criteria for sale recognition are met and the asset and any related financing obligation are derecognized from the consolidated balance sheet, and the lease is analyzed for proper accounting treatment as either an operating or finance lease.

*Derivative Instruments*

In the normal course of business, the Company is subject to risk from adverse fluctuations in foreign currency exchange rates. The Company may manage its market risk exposures through a program that includes the use of derivative instruments, primarily foreign exchange forward contracts. The Company's objective in managing its exposure to market risk is to minimize the impact on earnings, cash flows and the consolidated balance sheet. The Company does not use derivative instruments for trading or speculative purposes.

All outstanding derivative instruments are recognized in the consolidated balance sheet at fair value. The effect on earnings from recognizing the fair value of the derivative instrument depends on its intended use, the hedge designation, and the effectiveness in offsetting the exposure of the underlying hedged item. Changes in fair values of instruments designated to reduce or eliminate fluctuations in the fair values of recognized assets and liabilities and unrecognized firm commitments are reported currently in earnings along with the change in the fair value of the hedged items. Changes in the fair value of derivative instruments that are not designated as hedging instruments or do not qualify for hedge accounting treatment are reported currently in earnings.

*Income Taxes*

The Company uses the asset and liability method to account for income taxes. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of differences between the carrying amounts of assets and liabilities and their respective tax bases. Deferred tax assets are reduced by a valuation allowance when it is more likely than not that a portion or all of the deferred tax assets will not be realized. Changes in valuation allowances are included in its provision for income taxes in the period of the change. Deferred tax assets and liabilities are netted by taxing jurisdiction and presented as either a net asset or liability position, as applicable, on the consolidated balance sheets.

The Company recognizes the financial statement benefit of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured as the largest amount that has a greater than 50% likelihood of being realized. Changes in the recognition or measurement of such positions are reflected in its provision for income taxes in the period of the change. The Company's policy is to recognize interest and penalties related to income tax matters within its provision for income taxes.

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

*Advertising Costs*

Costs incurred for producing and distributing advertising are expensed as incurred. Advertising expense amounted to \$2.5 million, \$2.2 million and \$3.1 million for the years ended January 31, 2026, 2025 and 2024, respectively.

*Stock-Based Compensation*

The Company accounts for stock-based compensation at the fair value of the related equity instrument over the applicable service or performance period.

*Comprehensive Income and Foreign Currency Matters*

For the Company, comprehensive income (loss) represents net income adjusted for foreign currency translation adjustments. For the Company's foreign subsidiaries in which their local currency is their functional currency, assets and liabilities are translated into U.S. dollars at the balance sheet date exchange rate. Income and expenses are translated at average exchange rates for the year. Foreign currency translation adjustments are recorded directly as other comprehensive income (loss), a component of stockholders' equity. For the Company's foreign subsidiaries in which the local currency is not the functional currency, prior to translation into U.S. dollars, amounts must first be remeasured from the local currency into the functional currency. Nonmonetary assets and liabilities are remeasured at historical exchange rates and monetary assets and liabilities are remeasured at the balance sheet date exchange rate. Income and expenses are remeasured at average exchange rates for the year. Foreign currency remeasurement adjustments are included in the statement of operations.

The Company recognized, in interest and other income in its consolidated statements of operations, a net foreign currency transaction (loss) gain of \$3.0 million, \$(4.0) million, and \$1.0 million for the years ended January 31, 2026, 2025, and 2024 respectively.

*Business Combinations*

The Company accounts for business combinations by allocating the purchase price amongst the assets acquired, including identifiable intangible assets, and liabilities assumed based on the fair values of the acquired assets and assumed liabilities. The acquisition accounting is finalized during the measurement period, which may not exceed one year from the date of acquisition. During the measurement period the Company's accounting for the business combination transaction may be based on estimates due to various unknown factors present at the date of acquisition.

*Fair Value Measurements*

Fair value is defined as the price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. Three levels of inputs may be used to measure fair value:

Level 1—Values derived from unadjusted quoted prices in active markets for identical assets and liabilities.

Level 2—Values derived from observable inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets, or quoted prices for identical or similar assets in markets that are not active.

Level 3—Values derived from unobservable inputs for which there is little or no market data available, thereby requiring the reporting entity to develop its own assumptions.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

*Segment Reporting*

The Company operates its business in four reportable segments, the Agriculture, Construction, Europe and Australia segments.

## TITAN MACHINERY INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

*Accounting Guidance Not Yet Adopted*

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2024-03, Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses. The amendments in ASU 2024-03 require public entities to disclose specified information about certain costs and expenses. Additionally, in January 2025, FASB issued ASU 2025-01, Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date to clarify the effective date of ASU 2024-03. ASU 2024-03 is effective for annual periods beginning after December 15, 2026 and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the provisions of the amendments and the impact on its future consolidated statements.

*Recently Adopted Accounting Guidance*

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which requires additional income tax disclosures in the rate reconciliation table for federal, state and foreign income taxes, in addition to more details about the reconciling items in some categories when items meet a certain quantitative threshold. ASU 2023-09 is effective for annual periods beginning after December 15, 2024 with early adoption permitted. On January 31, 2026, the Company adopted ASU No. 2023-09 to our consolidated financial statements on a prospective basis, see Note 14, *Income Taxes*, for further detail.

**NOTE 2 - EARNINGS PER SHARE***Earnings Per Share ("EPS")*

The Company uses the two-class method to calculate basic and diluted EPS. Unvested restricted stock awards are considered participating securities because they entitle holders to non-forfeitable rights to dividends during the vesting term. Under the two-class method, earnings of the Company are allocated between common stockholders and these participating securities based on the weighted-average number of shares of common stock and participating securities outstanding during the relevant period.

Basic EPS is computed by dividing net income attributable to Titan Machinery Inc. common stockholders by the weighted-average number of shares of common stock outstanding during the relevant period. Diluted EPS is computed by dividing net income attributable to Titan Machinery Inc. common stockholders by the weighted-average number of shares of common stock outstanding after adjusting for potential dilution related to the conversion of all dilutive securities into common stock. All potentially dilutive securities were included in the computation of diluted EPS for years with net income. All anti-dilutive securities were excluded from the computation of diluted EPS.

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table sets forth the calculation of basic and diluted EPS:

	Year Ended January 31,		
	2026	2025	2024
	(in thousands, except per share data)		
Numerator			
Net (loss) income	\$ (54,174)	\$ (36,911)	\$ 112,441
Allocation to participating securities	—	—	(1,519)
Net (loss) income attributable to Titan Machinery Inc. common stockholders	<u>\$ (54,174)</u>	<u>\$ (36,911)</u>	<u>\$ 110,922</u>
Denominator			
Basic weighted-average common shares outstanding	22,748	22,606	22,493
Plus: incremental shares from assumed vesting of restricted stock units	—	—	6
Diluted weighted-average common shares outstanding	<u>22,748</u>	<u>22,606</u>	<u>22,499</u>
(Loss) Earnings per Share:			
Basic	<u>\$ (2.38)</u>	<u>\$ (1.63)</u>	<u>\$ 4.93</u>
Diluted	<u>\$ (2.38)</u>	<u>\$ (1.63)</u>	<u>\$ 4.93</u>
Anti-dilutive shares excluded from diluted weighted-average common shares outstanding:			
Stock options and restricted stock units	15	12	—

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**NOTE 3 - REVENUE**

The following tables present our revenue disaggregated by revenue source and segment for the years ended January 31, 2026, 2025 and 2024:

	Year Ended January 31, 2026				
	Agriculture	Construction	Europe	Australia	Total
	(in thousands)				
Equipment	\$ 1,135,501	\$ 198,596	\$ 303,916	\$ 136,522	\$ 1,774,535
Parts	286,927	50,752	58,984	31,598	428,261
Service	127,186	26,772	12,379	11,573	177,910
Other	4,160	1,709	1,391	832	8,092
Revenue from contracts with customers	1,553,774	277,829	376,670	180,525	2,388,798
Rental	4,040	33,200	1,069	—	38,309
Total revenues	\$ 1,557,814	\$ 311,029	\$ 377,739	\$ 180,525	\$ 2,427,107

	Year Ended January 31, 2025				
	Agriculture	Construction	Europe	Australia	Total
	(in thousands)				
Equipment	\$ 1,462,204	\$ 222,503	\$ 188,296	\$ 177,295	\$ 2,050,298
Parts	288,968	48,768	58,712	32,009	428,457
Service	129,455	27,797	11,911	10,944	180,107
Other	4,044	1,892	783	867	7,586
Revenue from contracts with customers	1,884,671	300,960	259,702	221,115	2,666,448
Rental	3,757	30,614	1,303	—	35,674
Total revenues	\$ 1,888,428	\$ 331,574	\$ 261,005	\$ 221,115	\$ 2,702,122

	Year Ended January 31, 2024				
	Agriculture	Construction	Europe	Australia	Total
	(in thousands)				
Equipment	\$ 1,624,010	\$ 221,140	\$ 245,423	\$ 54,743	\$ 2,145,316
Parts	293,554	51,019	54,356	11,912	410,841
Service	117,087	26,913	10,437	2,878	157,315
Other	5,180	1,998	760	276	8,214
Revenue from contracts with customers	2,039,831	301,070	310,976	69,809	2,721,686
Rental	4,432	31,393	934	—	36,759
Total revenues	\$ 2,044,263	\$ 332,463	\$ 311,910	\$ 69,809	\$ 2,758,445

Deferred revenue from contracts with customers totaled \$82.1 million and \$91.7 million as of January 31, 2026 and January 31, 2025, respectively. Our deferred revenue most often increases in the fourth quarter of each fiscal year, due to a higher level of customer down payments or prepayments. During the year ended January 31, 2026, the Company recognized substantially all of the revenue that was included in the deferred revenue balance as of January 31, 2025.

The following is a summary of deferred revenue as of January 31, 2026 and January 31, 2025:

	January 31, 2026	January 31, 2025
	(in thousands)	
Deferred revenue from contracts with customers	\$ 82,073	\$ 91,729
Deferred revenue from rental and other contracts	238	204
	\$ 82,311	\$ 91,933

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

No material amount of revenue was recognized during the year ended January 31, 2026 from performance obligations satisfied in previous periods. The Company has elected as a practical expedient to not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of service of one year or less, and (ii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed. The contracts for which the practical expedient has been applied include (i) equipment revenue transactions, which do not have a stated contractual term, but are short-term in nature, and (ii) service revenue transactions, which also do not have a stated contractual term but are generally completed within 30 days and for such contracts we recognize revenue over time at the amount to which we have the right to invoice for services completed to date.

**NOTE 4 - RECEIVABLES**

The Company provides an allowance for expected credit losses on its nonrental receivables. To measure the expected credit losses, receivables have been grouped based on shared credit risk characteristics as shown in the table below.

Trade and unbilled receivables from contracts with customers have credit risk and the allowance is determined by applying expected credit loss percentages to aging categories based on historical experience that are updated at least annually. The rates may also be adjusted to the extent future events are expected to differ from historical results. Given that the credit terms for these receivables are short-term, changes in credit loss percentages due to future events may not occur on a frequent basis. In addition, the allowance is adjusted based on information obtained by continued monitoring of individual customer credit.

Trade receivables from finance companies, other receivables due from manufacturers, and other receivables have not historically resulted in any credit losses to the Company. These receivables are short-term in nature and deemed to be of good credit quality and have no need for any allowance for expected credit losses. Management continually monitors these receivables and should information be obtained that identifies potential credit risk, an adjustment to the allowance would be made if deemed appropriate.

Trade and unbilled receivables from rental contracts are primarily in the United States and are specifically excluded from the accounting guidance in determining an allowance for expected losses. The Company provides an allowance for these receivables based on historical experience and using credit information obtained from continued monitoring of customer accounts.

	<u>January 31, 2026</u>	<u>January 31, 2025</u>
	(in thousands)	
Trade and unbilled receivables from contracts with customers		
Trade receivables due from customers	\$ 55,078	\$ 49,777
Unbilled receivables	24,179	24,584
Less allowance for expected credit losses	(2,093)	(1,994)
	<u>77,164</u>	<u>72,367</u>
Short-term receivables due from finance companies	19,227	16,793
Trade and unbilled receivables from rental contracts		
Trade receivables	3,987	4,015
Unbilled receivables	928	580
Less allowance for expected credit losses	(545)	(578)
	<u>4,370</u>	<u>4,017</u>
Other receivables		
Due from manufacturers	24,312	25,692
Other	1,958	945
	<u>26,270</u>	<u>26,637</u>
Receivables, net of allowance for expected credit losses	<u>\$ 127,031</u>	<u>\$ 119,814</u>

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Following is a summary of allowance for credit losses on trade and unbilled accounts receivable by segment:

	Agriculture	Construction	Europe (in thousands)	Australia	Total
Balance at January 31, 2024	\$ 164	\$ 177	\$ 2,638	\$ 59	\$ 3,038
Current expected credit loss provision	641	269	(146)	12	776
Write-offs charged against allowance	(292)	(369)	(1,308)	(39)	(2,008)
Credit loss recoveries collected	92	132	—	3	227
Foreign exchange impact	—	—	(52)	13	(39)
Balance at January 31, 2025	605	209	1,132	48	1,994
Current expected credit loss provision	213	106	208	73	600
Write-offs charged against allowance	(309)	(126)	(197)	(29)	(661)
Credit loss recoveries collected	6	10	—	4	20
Foreign exchange impact	—	—	134	6	140
Balance at January 31, 2026	\$ 515	\$ 199	\$ 1,277	\$ 102	\$ 2,093

The following table presents impairment losses on receivables arising from sales contracts with customers and receivables arising from rental contracts:

	Year Ended January 31,	
	2026	2025
	(in thousands)	
Impairment losses on:		
Receivables from sales contracts with customers	\$ 600	\$ 781
Receivables from rental contracts	71	220
	\$ 671	\$ 1,001

**NOTE 5 - INVENTORIES**

	January 31, 2026	January 31, 2025
	(in thousands)	
New equipment	\$ 489,944	\$ 611,916
Used equipment	235,217	313,867
Parts and attachments	173,794	177,719
Work in process	4,130	5,170
	\$ 903,085	\$ 1,108,672

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 6 - PROPERTY AND EQUIPMENT

	January 31, 2026	January 31, 2025
	(in thousands)	
Rental fleet equipment	\$ 70,694	\$ 76,447
Machinery and equipment	38,542	38,306
Vehicles	115,592	114,402
Furniture and fixtures	30,581	29,840
Land, buildings, and leasehold improvements	289,744	288,761
	545,153	547,756
Less accumulated depreciation	(184,170)	(168,066)
	\$ 360,983	\$ 379,690

The Company includes depreciation expense related to its rental fleet and its trucking fleet, for hauling equipment, in Cost of Revenue, which was \$8.8 million, \$9.5 million, and \$8.7 million for the years ended January 31, 2026, 2025 and 2024, respectively. All other depreciation expense is included in Operating Expenses, which totaled \$24.7 million, \$25.3 million, and \$21.3 million for the years ended January 31, 2026, 2025 and 2024, respectively. The Company had assets related to sale-leaseback financing obligations and finance leases associated with real estate of store locations, which are included in the land, buildings and leasehold improvements balance above. Such assets had gross carrying values totaling \$57.2 million and \$53.0 million, and accumulated amortization balances totaling \$8.3 million and \$6.4 million, as of January 31, 2026 and 2025, respectively.

In fiscal 2026, the Company reviews its long-lived assets for potential impairment whenever events or circumstances indicate that the carrying value of the long-lived asset (or asset groups) may not be recoverable. The Company performed the impairment analyses for these assets which have a combined carrying value of \$141.1 million. The Company determined, based on changing expectations regarding the future use of certain long-lived assets, that the \$21.3 million carrying value of these assets may not be fully recoverable. The Company performed an impairment assessment of these asset groups and as a result recognized an impairment charge of \$2.1 million, of which \$0.9 million was within the Agriculture segment, \$0.1 million was within the Construction segment, \$0.5 million was within the Europe segment and \$0.5 million was within Shared Resources. The impairment charge is reflected in the Impairment of Intangibles and Long-Lived Assets amount in the Consolidated Statements of Operations.

In fiscal 2025, the Company performed the impairment analyses for these assets which have a combined carrying value of \$51.6 million. The Company determined, based on changing expectations regarding the future use of certain long-lived assets, that the \$18.4 million carrying value of these assets may not be fully recoverable. The Company performed an impairment assessment of these asset groups and as a result recognized an impairment charge of \$1.3 million, of which \$0.2 million was within the Agriculture segment, \$0.2 million was within the Construction segment and \$0.9 million was within the Europe segment. The impairment charge is reflected in the Impairment of Intangibles and Long-Lived Assets amount in the Consolidated Statements of Operations. The Company did not have similar impairments in fiscal 2024.

NOTE 7 - INTANGIBLE ASSETS AND GOODWILL

*Finite-Lived Intangible Assets*

The Company's finite-lived intangible assets consist of customer relationships and covenants not to compete. The following is a summary of intangible assets with finite lives as of as of January 31, 2026 and 2025:

	January 31, 2026			January 31, 2025		
	Cost	Accumulated Amortization (in thousands)	Net	Cost	Accumulated Amortization (in thousands)	Net
Covenants not to compete	\$ 805	\$ (539)	\$ 266	\$ 1,125	\$ (642)	\$ 483
Customer relationships	11,738	(3,922)	7,816	11,137	(2,278)	8,859
	\$ 12,543	\$ (4,461)	\$ 8,082	\$ 12,262	\$ (2,920)	\$ 9,342

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Intangible asset amortization expense was \$1.8 million, \$1.9 million and \$0.7 million for the years ended January 31, 2026, 2025 and 2024, respectively. The covenants not to compete and customer relationships assets for the year ended January 31, 2026 have a weighted-average amortization period of 4.8 years and 6.9 years, respectively.

The Company reviews its long-lived assets for potential impairment whenever events or circumstances indicate that the carrying value of the long-lived asset (or asset groups) may not be recoverable. In fiscal 2025, the Company performed an impairment assessment of these asset groups and as a result recognized an impairment charge of \$0.1 million with respect to its German subsidiary's assets within the Europe segment, which is reflected in Impairment of Intangible and Long-Lived Assets in the Consolidated Statements of Operations. No impairment charges were recognized in fiscal 2026.

As of January 31, 2026, future amortization expense is expected to be as follows:

<b>Fiscal years ending January 31,</b>	<b>Amount</b>
	<b>(in thousands)</b>
2027	\$ 1,854
2028	1,737
2029	1,650
2030	1,623
2031	1,218
	<u>\$ 8,082</u>

*Indefinite-Lived Intangible Assets*

The Company's indefinite-lived intangible assets consist of distribution rights assets. Changes in the carrying amount of distribution rights during the years ended January 31, 2026 and 2025 are as follows:

	<b>Agriculture</b>	<b>Construction</b>	<b>Australia</b>	<b>Total</b>
	<b>(in thousands)</b>			
Balance, January 31, 2024	\$ 18,154	\$ 72	\$ 22,842	\$ 41,068
Foreign currency translation	—	—	(2,104)	(2,104)
Balance, January 31, 2025	<u>18,154</u>	<u>72</u>	<u>20,738</u>	<u>38,964</u>
Arising from business combinations	—	—	2,546	2,546
Foreign currency translation	—	—	1,641	1,641
Balance, January 31, 2026	<u>\$ 18,154</u>	<u>\$ 72</u>	<u>\$ 24,925</u>	<u>\$ 43,151</u>

The Company performs at least an annual impairment testing of its indefinite-lived distribution rights intangible assets. Under the impairment test, the fair value of distribution rights intangible assets is estimated based on a multi-period excess earnings model, an income approach. This model allocates future estimated earnings of the store/complex amongst working capital, fixed assets and other intangible assets of the store/complex and any remaining earnings (the "excess earnings") are allocated to the distribution rights intangible assets. The earnings allocated to the distribution rights are then discounted to arrive at the present value of the future estimated excess earnings, which represents the estimated fair value of the distribution rights intangible asset. The discount rate applied reflects the Company's estimate of the weighted-average cost of capital of comparable companies plus an additional risk premium to reflect the additional risk inherent in the distribution right asset. The results of the Company's annual distribution rights impairment test for the year ended January 31, 2026, indicated no impairment.

During the years ended January 31, 2026, 2025 and 2024, no impairment charges were recognized in association with indefinite-lived intangible assets.

The Company had gross indefinite-lived intangible assets of \$44.3 million and accumulated impairments of \$1.1 million as of January 31, 2026.

**TITAN MACHINERY INC.**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**
*Goodwill*

Changes in the carrying amount of goodwill during the years ended January 31, 2026 and 2025 are as follows:

	Agriculture	Europe	Australia	Total
	(in thousands)			
Balance, January 31, 2024	\$ 37,820	\$ 474	\$ 25,811	\$ 64,105
Arising from business combinations	—	70	—	70
Foreign currency translation	—	(13)	(2,385)	(2,398)
Impairment	—	(531)	—	(531)
Balance, January 31, 2025	37,820	—	23,426	61,246
Arising from business combinations	1,400	—	1,112	2,512
Foreign currency translation	—	—	1,825	1,825
Balance, January 31, 2026	<u>\$ 39,220</u>	<u>\$ —</u>	<u>\$ 26,363</u>	<u>\$ 65,583</u>

The Company performs at least an annual impairment testing of goodwill as of December 31st of each year. Under the quantitative impairment test, the fair value of the reporting units were estimated using an income and market approach. The income approach is based on discounted cash flow models that use estimates for forecasts of future operating performance for the reporting units. These forecasts include estimates of revenues, margins, operating expenses, capital expenditures, depreciation, amortization, tax and discount rates. Projected future cash flows are then discounted to a present value employing a discount rate that properly accounts for the estimated risk-adjusted weighted-average cost of capital relevant to each reporting unit. The market approach is based on assumptions related to earnings before interest, taxes, depreciation, and amortization multiples or revenue multiples. These estimates are developed as part of our planning process based on assumed growth rates, along with historical data and various internal estimates.

Due to ongoing losses, an interim test was completed in the second quarter of fiscal 2025, for our German reporting unit. The results of the Company's impairment test for the German reporting unit indicated that the estimated fair value of the reporting unit was less than the carrying value. The implied fair value of the goodwill associated with the reporting unit approximated zero, thus requiring a full impairment charge of the goodwill carrying value of the reporting unit. As such, a goodwill impairment charge of \$0.5 million was recognized, which is included in Impairment of Goodwill in the Consolidated Statement of Operations. The impairment charge arose as the result of lowered expectations of the future financial performance of this reporting unit, which was impacted by the current year operating performance and challenging industry conditions. This removed all remaining goodwill in our Europe segment.

The annual impairment testing of the Agriculture and Australia reporting units exceeded their carrying values, therefore there were no impairments in these two reporting units. During the years ended January 31, 2026 and 2025, the Company did not recognize any Goodwill impairment charges.

The gross goodwill balance was \$67.6 million and \$63.2 million as of January 31, 2026 and 2025, respectively. The accumulated goodwill impairment loss was \$2.0 million as of January 31, 2026 and 2025, within the Europe segment.

**NOTE 8 - FLOORPLAN PAYABLE/LINES OF CREDIT**

Floorplan payable balances reflect amounts owed to manufacturers for equipment inventory purchases and amounts outstanding under our various floorplan line of credit facilities. In the consolidated statements of cash flows, the Company reports cash flows associated with manufacturer floorplan financing as operating cash flows and cash flows associated with non-manufacturer floorplan financing as financing cash flows.

As of January 31, 2026, the Company had floorplan lines of credit totaling \$1.5 billion, which is primarily comprised of three significant floorplan lines of credit: (i) a \$875.0 million credit facility with CNH which includes \$75.0 million revolver line, (ii) a \$500.0 million credit facility with a group of banks (the "Bank Syndicate") which includes \$110.0 million revolver line, and (iii) a \$70.0 million credit facility with DLL Finance LLC ("DLL Finance").

## TITAN MACHINERY INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

*CNH Floorplan Payable Line of Credit*

As of January 31, 2026, the Company had an \$875.0 million credit facility with CNH, of which \$650.0 million is available for U.S. domestic financing which includes \$75.0 million revolver line, \$150.0 million is available for Australian financing, and \$75.0 million is available for European financing.

The U.S. domestic financing facility offers financing for new and used equipment inventories. Available borrowings under this credit facility are reduced by outstanding floorplan payable balances and other acquisition-related financing arrangements with CNH. This credit facility charges interest at the prime rate plus or minus an agreed upon percentage, but not less than zero, for the financing of new and used equipment inventories and rental fleet assets. CNH offers periods of reduced interest rates and interest-free periods. Repayment terms vary, but generally payments are made from sales proceeds or rental revenue generated from the related inventories or rental fleet assets. Balances under the outstanding CNH U.S. domestic credit facility are secured by the inventory or rental fleet purchased with the floorplan proceeds. The European financing facility offers financing for new equipment inventories. Available borrowings under this credit facility are reduced by outstanding floorplan payable balances. Amounts outstanding are generally due approximately 75 days after the date of invoice by CNH. Generally, no interest is charged on outstanding balances. However, in certain international markets the Company receives extended terms from CNH similar to what we receive domestically with reduced interest and interest free periods. Amounts outstanding under European financing facility are secured by the inventory purchased with the floorplan proceeds. The Australian financing facility offers financing for new and used equipment inventories. Available borrowings under the credit facility are reduced by outstanding floorplan payable balances. CNH offers periods of reduced interest rates and interest-free periods. Repayment terms vary, but generally payments are made from sales proceeds. The credit facility charges interest at the CNH prime rate plus or minus an agreed upon spread, but not less than zero, for the financing of new and used equipment inventories and rental fleet assets. Amounts outstanding under the Australian financing facility are secured by the inventory purchased with the floorplan proceeds.

The CNH credit facility contains financial covenants that impose a maximum level of adjusted debt to tangible net worth of 3.50:1.00 and minimum fixed charge coverage ratio of 1.10:1.00. The credit facility also contains various restrictive covenants that require prior consent of CNH if the Company desires to engage in any acquisition of, consolidation or merger with, any other business entity in which the Company is not the surviving company; create subsidiaries; move any collateral outside of the U.S.; or sell, rent, lease or otherwise dispose or transfer any of the collateral, other than in the ordinary course of business. CNH's consent is also required for the acquisition of any CNH dealership. In addition, the CNH credit facility restricts the Company's ability to incur any liens upon any substantial part of the assets. The credit facility automatically renews on August 31st of each year unless earlier terminated by either party. In fiscal year 2025, the Company received various letters from CNH Capital America LLC that waived the Consolidated Fixed Charge Coverage Ratio covenant for the period January 31, 2025 through January 31, 2026. In March 2026, the waiver was extended for the period February 1, 2026 through January 31, 2027. As of January 31, 2026, the Company was in compliance with the adjusted debt to tangible net worth and due to the waiver of the fixed charge coverage ratio, that covenant was not applicable.

## TITAN MACHINERY INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

*Bank Syndicate Credit Agreement - Floorplan Payable and Working Capital Lines of Credit*

On May 17, 2024, the Company entered into a Fourth Amended and Restated Credit Agreement (the "Bank Syndicate Agreement") with a group of banks, which replaced the previous Third Amended and Restated Credit Agreement (the "Prior Credit Facility") the Company had entered into in April 2020. As of January 31, 2026, the Company had a \$500.0 million credit facility, consisting of a \$390.0 million floorplan facility (the "Floorplan Loan") and a \$110.0 million operating line (the "Revolver Loan"). The amounts available under the Bank Syndicate Agreement are subject to borrowing base calculations and reduced by outstanding standby letters of credit and certain reserves. The Bank Syndicate Agreement includes a variable interest rate on outstanding balances, charges a 0.25% non-usage fee on the average monthly unused amount, and requires monthly payments of accrued interest. The default loan type is a Secured Overnight Financing Rate ("SOFR") Rate Loan and only if the Company actively selects a Base Rate Loan would the Base Rate Loan be used.

For the U.S. borrowings under the Bank Syndicate Agreement, the Company elects at the time of any advance to choose a Base Rate Loan or a SOFR Rate Loan. The SOFR Rate is based upon one-month, three-month or six-month SOFR plus an adjustment (0.11% for one-month term; 0.26% for three-month term; and 0.43% for six-month term), as chosen by the Company, but in no event shall the SOFR Rate be less than zero. The Base Rate is the greater of (a) the prime rate of interest announced, from time to time, by Bank of America; (b) the Federal Funds Rate plus 0.50%, or (c) one-month SOFR plus 1.0%, but in no event shall the Base Rate be less than zero. The effective interest rate on the Company's borrowings is then calculated by adding an applicable margin to the SOFR Rate or Base Rate. The applicable margin is determined based on excess availability as determined under the Bank Syndicate Agreement and ranges from 0.75% to 1.25% for Base Rate Loans and 1.75% to 2.25% for SOFR Rate Loans. The applicable margins for the U.S. loans under the Bank Syndicate Agreement are 0.25% higher than the margins under the Prior Credit Facility.

For the Australian borrowings under the Bank Syndicate Agreement, the Company elects at the time of the advance to choose an Australian Base Rate Loan or an Australian Bill Rate Loan. The Australian Bill Rate is based on the Bank Bill Swap Reference Bid Rate with an equivalent term of the loan, but in no event shall the Australian Bill Rate be less than zero. The Australian Base Rate is the sum of 1% plus the interbank overnight cash rate calculated by the Reserve Bank of Australia (but in no event shall the Australian cash rate be less than zero). The effective interest rate on the Australian's borrowings is then calculated by adding an applicable margin to the Australian Bill Rate or the Australian Base Rate. The applicable margin is determined based on excess availability as determined under the Credit Agreement and ranges from 1.75% to 2.25%.

The Bank Syndicate Agreement does not obligate the Company to maintain financial covenants, except in the event that excess availability (each as defined in the Bank Syndicate Agreement) is less than 15% of the lower of the borrowing base or the size of the maximum credit line, at which point the Company is required to maintain a fixed charge coverage ratio of at least 1.10:1.00. Based on our excess availability and cash collateral, we were not subject to the fixed charge coverage ratio as of January 31, 2026. The Bank Syndicate Agreement includes various restrictions on the Company and its subsidiaries' activities, including, under certain conditions, limitations on the Company's ability to make certain cash payments including for cash dividends and stock repurchases, issuance of equity instruments, acquisitions and divestitures, and entering into new indebtedness transactions. As of January 31, 2026, under these provisions of the Bank Syndicate Agreement, the Company did not have any unrestricted dividend availability. The Bank Syndicate Agreement matures on May 17, 2029.

The Floorplan Loan is used to finance equipment inventory purchases. Amounts outstanding are recorded as floorplan payables, within current liabilities on the consolidated balance sheets, as the Company intends to repay amounts borrowed within one year.

The Revolver Loan is used to finance rental fleet equipment and for general working capital requirements of the Company. Amounts outstanding are typically recorded as long-term debt, within long-term liabilities on the consolidated balance sheets, as the Company does not have the obligation to repay amounts borrowed within one year. As of January 31, 2026 and 2025, the Company did not have a need to utilize the revolver loan as the balance was zero for both periods.

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

*DLL Finance Floorplan Payable Line of Credit*

As of January 31, 2026, the Company had a \$70.0 million credit facility with DLL Finance, of which \$47.3 million, \$10.0 million and \$12.7 million is available for domestic, European and Australian financing, respectively. The DLL Finance credit facility may be used to purchase or refinance new and used equipment inventory. Amounts outstanding for domestic financing bear interest on outstanding balances of one-month SOFR plus 2.37% spread. Amounts outstanding for European financing bear interest on outstanding balances of three-month EURIBOR plus an applicable margin of 2.10% to 2.50%. Amounts outstanding for Australian financing bear interest on outstanding balances of DLL Base Rate plus 1.59% spread. DLL Finance offers periods of reduced interest rates and interest-free terms for domestic and interest-free terms for Australia financing. The credit facility allows for increase, decrease or termination of the facility by DLL Finance in its sole discretion at any time. The credit facility contains financial covenants that impose a maximum level of adjusted debt to tangible net worth ratio 3.50:1.00 and a minimum fixed charge coverage ratio of 1.10:1.00. The credit facility also requires the Company to obtain prior consent from DLL Finance if the Company desires to engage in any acquisition meeting certain financial thresholds. The balances outstanding with DLL Finance are secured by the inventory or rental fleet purchased with the floorplan proceeds. Repayment terms vary by individual notes, but generally payments are made from sales proceeds or rental revenue from the related inventories or rental fleet assets.

The Company received various letters from DLL Finance LLC that waived the Minimum Consolidated Fixed Charge Coverage Ratio covenant for the period January 31, 2025 through January 31, 2026. As of January 31, 2026, the Company was in compliance with the adjusted debt to tangible net worth ratio and due to the waiver of the fixed charge coverage ratio, that covenant was not applicable.

*Other Lines of Credit*

The Company's other lines of credit include various floorplan and working capital lines of credit primarily offered by non-manufacturer financing entities. Interest charged on outstanding borrowings are generally variable rates, such as EURIBOR and BBSY and include interest margins. Outstanding balances are generally secured by inventory and other current assets. In most cases these lines of credit have a one-year maturity, with an annual review process to extend the maturity date for an additional one-year period.

*Summary of Outstanding Amounts*

As of January 31, 2026 and 2025, the Company's outstanding balance of floorplan payables and lines of credit consisted of the following:

	January 31, 2026	January 31, 2025
	(in thousands)	
CNH	\$ 448,942	\$ 520,927
Bank Syndicate Agreement	25,545	127,154
DLL Finance	32,280	37,859
Other outstanding balances with manufacturers and non-manufacturers	46,987	69,758
	<u>\$ 553,754</u>	<u>\$ 755,698</u>

As of January 31, 2026, the interest-bearing floorplan payables carried a variable interest rate with a range of 3.83% to 8.50% compared to a range of 4.06% to 9.15% as of January 31, 2025. As of January 31, 2026 and 2025, \$266.8 million and \$302.4 million, respectively, of outstanding floorplan payables were non-interest bearing.

**NOTE 9 - ACCRUED EXPENSES & OTHER**

	January 31, 2026	January 31, 2025
	(in thousands)	
Compensation	\$ 39,425	\$ 32,882
Sales, payroll, real estate and value added taxes	8,196	7,175
Insurance	5,787	5,613
Other	21,840	13,822
	<u>\$ 75,248</u>	<u>\$ 59,492</u>

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**NOTE 10 - LONG-TERM DEBT**

The following is a summary of long-term debt:

Description	Maturity Dates	Interest Rates	Year Ended January 31,	
			2026	2025
			(in thousands)	
Mortgage loans, secured	Various through May 2039	2.1% to 7.3%	\$ 142,356	\$ 129,604
Sale-leaseback financing obligations	December 2028 to December 2030	6.1% to 6.2%	9,561	9,804
Vehicle loans, secured	Various through February 2031	2.1% to 7.6%	25,290	27,198
Other	October 2026 to September 2028	5.8% to 6.7%	2,768	2,081
<b>Total debt</b>			<b>179,975</b>	<b>168,687</b>
Less: current maturities			(21,410)	(10,920)
<b>Long-term debt, net</b>			<b>\$ 158,565</b>	<b>\$ 157,767</b>

Long-term debt maturities are as follows:

**Years Ending January 31,**

	Amounts	
	(in thousands)	
2027	\$	21,410
2028		17,190
2029		32,889
2030		43,099
2031		30,424
Thereafter		34,963
	<b>\$</b>	<b>179,975</b>

**NOTE 11 - DERIVATIVE INSTRUMENTS**

The Company holds derivative instruments for the purpose of minimizing exposure to fluctuations in foreign currency exchange rates to which the Company is exposed in the normal course of its operations.

*Derivative Instruments Not Designated as Hedging Instruments*

The Company periodically uses foreign currency forward contracts to hedge the effects of fluctuations in exchange rates on outstanding intercompany loans. The Company does not formally designate and document such derivative instruments as hedging instruments; however, the instruments are an effective economic hedge of the underlying foreign currency exposure. Both the gain or loss on the derivative instrument and the offsetting gain or loss on the underlying intercompany loan are recognized in earnings immediately, thereby eliminating or reducing the impact of foreign currency exchange rate fluctuations on net income. The Company's foreign currency forward contracts generally have one to three-month maturities. The notional value of outstanding foreign currency contracts was \$29.6 million and \$46.1 million as of January 31, 2026 and 2025, respectively.

As of January 31, 2026, and 2025, the fair value of the Company's outstanding derivative instruments was not material. Derivative instruments recognized as assets are recorded in Prepaid expenses and other in the consolidated balance sheets, and derivative instruments recognized as liabilities are recorded in Accrued expenses and other in the consolidated balance sheets.

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table sets forth the gains and (losses) recognized in income related to the Company's derivative instruments for the years ended January 31, 2026, 2025 and 2024.

	Year Ended January 31,		
	2026	2025	2024
	(in thousands)		
Derivatives Not Designated as Hedging Instruments:			
Foreign currency contracts (a)	\$ (4,420)	\$ 2,662	\$ (960)
Total Derivatives	<u>\$ (4,420)</u>	<u>\$ 2,662</u>	<u>\$ (960)</u>

(a) Amounts are included in Interest and other income in the consolidated statements of operations.

**NOTE 12 - CONTINGENCIES**

*Guarantees*

The Company has provided residual value guarantees to CNH Capital in connection with certain customer leasing arrangements with CNH Capital. The Company, as guarantor, may be required to provide payment to CNH Capital at the termination of the lease agreement if the customer fails to exercise the purchase option under the leasing agreement and the proceeds CNH Capital receives upon disposition of the leased asset are less than the purchase option price as stipulated in the lease agreement. As of January 31, 2026, the maximum amount of residual value guarantees was approximately \$27.0 million and the lease agreements have termination dates ranging from 2026 to 2032. As of January 31, 2026, the Company has recognized a liability of approximately \$6.2 million based on its estimates of the likelihood and amount of residual value guarantees that will become payable at the termination dates of the underlying leasing agreements discounted at a rate of interest to reflect the risk inherent in the liability. As of January 31, 2026, the Company has recorded a current liability, recognized in Accrued expenses and other in the consolidated balance sheets, of \$0.1 million, and a long-term liability, recognized in Other long-term liabilities in the consolidated balance sheets, of \$6.1 million.

As of January 31, 2026, the Company had \$2.9 million of guarantees on customer financing with CNH Capital. In the event that the customer defaulted on the payments owed to CNH Capital, the Company as the guarantor would be required to make those payments and any accelerated indebtedness to CNH Capital. Upon such payment, the Company would be entitled to enforce normal creditor rights against the customer including collection action for monetary damages or re-possession of the collateral if CNH Capital has a perfected security interest. No liabilities associated with these guarantees are included in the consolidated balance sheets as of January 31, 2026 as the Company deems the probability of being required to make such payments to be remote.

*Litigation*

The Company is engaged in proceedings incidental to the normal course of business. Due to their nature, such legal proceedings involve inherent uncertainties, including but not limited to, court rulings, negotiations between affected parties and governmental intervention. Based upon the information available to the Company and discussions with legal counsel, it is the Company's opinion that the outcome of the various legal actions and claims that are incidental to its business will not have a material impact on the financial position, results of operations or cash flows. Such matters, however, are subject to many uncertainties, and the outcome of any matter is not predictable with assurance.

The Company has been named a co-defendant in a court case filed in Colorado district court arising out of an accident that occurred during the transportation of a piece of Titan Machinery owned equipment by an independent third-party contractor motor carrier. A reasonable estimate of the possible loss or range of loss cannot be made at this time. Management believes the range of reasonable possible losses, net of insurance recoveries, will not have a material effect on our results of operations or financial condition.

*Insurance*

The Company has insurance policies with varying deductibility levels for property and casualty losses and is insured for losses in excess of these deductibles on a per claim and aggregate basis. The Company is primarily self-insured for health care claims for eligible participating employees. The Company has stop-loss coverage to limit its exposure to significant claims on a per claim and annual aggregate basis. The Company determines its liabilities for claims, including incurred but not reported losses, based on all relevant information, including actuarial estimates of claim liabilities.

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

*Other Matters*

The Company is the lessee under many real estate leases, in which it agrees to indemnify the lessor from certain liabilities arising as a result of the use of the leased premises, including environmental liabilities. Additionally, from time to time, the Company enters into agreements with third parties in connection with the sale of assets in which it agrees to indemnify the purchaser from certain liabilities or costs arising in connection with the assets. Also, in the ordinary course of business in connection with purchases or sales of goods and services, the Company enters into agreements that may contain indemnification provisions. In the event that an indemnification claim is asserted, the Company's liability would be limited by the terms of the applicable agreement. See additional information on operating lease commitments in Note 13, *Leases*.

**NOTE 13 - LEASES**

*As Lessee*

The Company, as lessee, leases certain of its dealership locations, office space, equipment and vehicles under operating and financing classified leasing arrangements. The Company has elected to not record leases with a lease term at commencement of 12 months or less on the consolidated balance sheet; such leases are expensed on a straight-line basis over the lease term. Many real estate lease agreements require the Company to pay the real estate taxes on the properties during the lease term and require that the Company maintains property insurance on each of the leased premises. Such payments are deemed to be variable lease payments, as the amounts may change during the term of the lease. Certain leases include renewal options that can extend the lease term for periods of one to ten years. Most real estate leases grant the Company a right of first refusal or other options to purchase the real estate, generally at fair market value, either during the lease term or at its conclusion. In most cases, the Company has not included these renewal and purchase options within the measurement of the right-of-use lease asset and lease liability. Most often the Company cannot readily determine the interest rate implicit in the lease and thus applies its incremental borrowing rate to capitalize the right-of-use asset and lease liability. We estimate our incremental borrowing rate by incorporating considerations of lease term, asset class and lease currency and geographical market. Our lease agreements do not contain any material non-lease components, residual value guarantees or material restrictive covenants.

The Company subleases a small number of real estate assets to third parties, primarily dealership locations for which we have ceased operations. All sublease arrangements are classified as operating leases.

The components of lease expense were as follows:

Classification	Year Ended January 31,		
	2026	2025	2024
	(in thousands)		
Finance lease cost:			
Amortization of leased assets	\$ 2,214	\$ 1,804	\$ 679
Interest on lease liabilities	3,699	2,419	172
Operating lease cost	5,103	8,067	13,356
Variable lease cost	1,864	1,864	1,885
Sublease income	(360)	(570)	(2,395)
	\$ 12,520	\$ 13,584	\$ 13,697

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Right-of-use lease assets and lease liabilities consist of the following:

	<u>Classification</u>	<u>January 31, 2026</u>	<u>January 31, 2025</u>
(in thousands)			
<b>Assets</b>			
Operating lease assets	Operating lease assets	\$ 47,197	\$ 27,935
Financing lease assets <sup>(a)</sup>	Property and equipment, net of accumulated depreciation	46,869	44,233
<b>Total leased assets</b>		<u>\$ 94,066</u>	<u>\$ 72,168</u>
<b>Liabilities</b>			
<b>Current</b>			
Operating	Current operating lease liabilities	\$ 4,084	\$ 5,747
Financing	Accrued expenses and other	7,166	1,684
<b>Noncurrent</b>			
Operating	Operating lease liabilities	46,050	25,588
Financing	Finance lease liabilities	42,140	44,894
<b>Total lease liabilities</b>		<u>\$ 99,440</u>	<u>\$ 77,913</u>

<sup>(a)</sup>Finance lease assets are recorded net of accumulated amortization of \$3.6 million and \$2.0 million as of January 31, 2026 and 2025, respectively.

Maturities of lease liabilities as of January 31, 2026 are as follows:

Fiscal Year Ending January 31,	<u>Operating Leases</u>	<u>Finance Leases</u>	<u>Total</u>
(in thousands)			
2027	\$ 7,357	\$ 10,377	\$ 17,734
2028	6,657	9,316	15,973
2029	6,284	23,963	30,247
2030	6,003	9,206	15,209
2031	5,661	3,703	9,364
Thereafter	46,966	1,784	48,750
<b>Total lease payments</b>	<u>78,928</u>	<u>58,349</u>	<u>137,277</u>
Less: Interest	28,794	9,043	37,837
<b>Present value of lease liabilities</b>	<u>\$ 50,134</u>	<u>\$ 49,306</u>	<u>\$ 99,440</u>

The weighted-average lease term and discount rate as of January 31, 2026 and 2025 are as follows:

	<u>January 31, 2026</u>	<u>January 31, 2025</u>
<b>Weighted-average remaining lease term (years):</b>		
Operating leases	12.5	7.8
Financing leases	2.5	3.5
<b>Weighted-average discount rate:</b>		
Operating leases	7.7%	6.7%
Financing leases	7.9%	7.8%

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Other lease information is as follows:

	Year Ended January 31,		
	2026	2025	2024
	(in thousands)		
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows from operating leases	\$ 4,992	\$ 8,899	\$ 12,561
Operating cash flow from finance leases	3,699	2,419	172
Financing cash flows from finance leases	2,049	1,622	596
Operating lease assets obtained in exchange for new operating lease liabilities	9,676	1,893	16,006
Finance lease assets obtained in exchange for new finance lease liabilities	4,838	66,705	113

*As Lessor*

The Company rents equipment to customers, primarily in the Construction segment, on a short-term basis. Our rental arrangements generally do not include minimum, noncancellable periods as the lessee is entitled to cancel the arrangement at any time. Most often, our rental arrangements extend for periods ranging from a few days to a few months. We maintain a fleet of dedicated rental assets within our Construction segment and, within all segments, may also provide short-term rentals of certain equipment inventory assets. Certain rental arrangements may include rent-to-purchase options whereby customers are given a period of time to exercise an option to purchase the related equipment at an established price with any rental payments paid applied to reduce the purchase price.

All of the Company's leasing arrangements as lessor are classified as operating leases. Rental revenue is recognized on a straight-line basis over the rental period. Rental revenue includes amounts charged for loss and damage insurance on rented equipment. In most cases, our rental arrangements include non-lease components, including delivery and pick-up services. The Company accounts for these non-lease components separate from the rental arrangement and recognizes the revenue associated with these components when the service is performed. The Company has elected to exclude from rental revenue all sales, value added and other taxes collected from our customers concurrent with our rental activities. Rental billings most often occur on a monthly basis and may be billed in advance or in arrears, thus creating unbilled rental receivables or deferred rental revenue amounts. The Company manages the residual value risk of its rented assets by (i) monitoring the quality, aging and anticipated retail market value of our rental fleet assets to determine the optimal period to remove an asset from the rental fleet, (ii) maintaining the quality of our assets through on-site parts and service support and (iii) requiring physical damage insurance of our lessee customers. We primarily dispose of our rental assets through the sale of the asset by our retail sales force.

Revenue generated from leasing activities is disclosed, by segment, in Note 3, *Revenue*. The following is the balance of our dedicated rental fleet assets of our Construction segment as of January 31, 2026 and 2025, respectively:

	January 31, 2026		January 31, 2025	
	(in thousands)			
Rental fleet equipment	\$ 70,694	\$ 76,447		
Less accumulated depreciation	(25,020)	(26,327)		
	<u>\$ 45,674</u>	<u>\$ 50,120</u>		

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 14 - INCOME TAXES

The components of (loss) income before income taxes for the years ended January 31, 2026, 2025 and 2024 consist of the following:

	2026	2025	2024
	(in thousands)		
U.S.	\$ (56,674)	\$ (48,981)	\$ 130,438
Foreign	11,267	(1,004)	20,602
Total	<u>\$ (45,407)</u>	<u>\$ (49,985)</u>	<u>\$ 151,040</u>

The provision for (benefit from) income taxes charged to income for the years ended January 31, 2026, 2025 and 2024 consists of the following:

	2026	2025	2024
	(in thousands)		
Current			
Federal	\$ 2,278	\$ 1,127	\$ 24,074
State	(460)	93	7,020
Foreign	4,391	1,518	4,595
Total current taxes	<u>6,209</u>	<u>2,738</u>	<u>35,689</u>
Deferred			
Federal	1,572	(11,303)	2,280
State	2,561	(2,213)	266
Foreign	(1,575)	(2,296)	364
Total deferred taxes	<u>2,558</u>	<u>(15,812)</u>	<u>2,910</u>
Total	<u>\$ 8,767</u>	<u>\$ (13,074)</u>	<u>\$ 38,599</u>

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table reconciles the income tax provision with the amount calculated using the 21.0% U.S. federal statutory rate applied to pretax income, reflecting the adoption of ASU 2023-09 (amounts in thousands):

	Year Ended January 31,		
	2026		
	Amount	Percentage	%
U.S. Federal Statutory Tax Rate	\$ (9,536)	21.0	%
State and Local Income Taxes			
State and Local Tax (a)	(3,517)	7.7	
Changes in Valuation Allowances	4,735	(10.4)	
Foreign Tax Effects			
Luxembourg			
Tax Rate Differential	(709)	1.6	
Changes in Valuation Allowances	5,995	(13.2)	
Impairment of Investment	(4,308)	9.5	
Other	(99)	0.2	
Ukraine			
Changes in Valuation Allowances	(616)	1.4	
Other	8	—	
Other Foreign Jurisdictions			
Other	178	(0.4)	
Changes in Valuation Allowances	13,112	(28.9)	
Nontaxable or Nondeductible Items	364	(0.8)	
Changes in Unrecognized Tax Benefits	2,754	(6.1)	
Other	406	(0.9)	
Effective Tax Rate	\$ 8,767	(19.3)	%

(a) State taxes in Minnesota, Iowa, Nebraska and North Dakota made up the majority (greater than 50 percent) of the tax effect in this category.

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

The following table provides the disclosures required before adopting ASU 2023-09 and reconciles our effective tax rate with the U.S. Federal tax rate:

	2025	2024
U.S. statutory rate	21.0 %	21.0 %
Foreign statutory rates	2.0	(0.9)
State taxes on income net of federal tax benefit	4.5	4.4
Valuation allowances	2.4	0.6
Debt forgiveness income - Ukraine	(5.8)	—
All other, net	2.1	0.5
	<u>26.2 %</u>	<u>25.6 %</u>

Deferred tax assets and liabilities consist of the following as of January 31, 2026 and 2025:

	2026	2025
	(in thousands)	
Deferred tax assets:		
Right of use lease liability	\$ 24,266	\$ 18,992
Net operating losses	14,188	5,946
Interest	13,966	9,343
Inventory allowances	7,458	6,398
Accrued liabilities and other	8,339	5,821
Stock-based compensation	1,352	1,053
Receivables	474	478
Other	2,754	—
Total deferred tax assets	<u>72,797</u>	<u>48,031</u>
Valuation allowances	(29,867)	(6,267)
Deferred tax assets, net of valuation allowances	<u>\$ 42,930</u>	<u>\$ 41,764</u>
Deferred tax liabilities:		
Property and equipment	\$ (15,687)	\$ (19,830)
Right of use lease asset	(22,622)	(17,401)
Intangible assets	(12,685)	(10,799)
Other	(760)	—
Total deferred tax liabilities	<u>\$ (51,754)</u>	<u>\$ (48,030)</u>
Net deferred tax asset (liability)	<u>\$ (8,824)</u>	<u>\$ (6,266)</u>

As of January 31, 2026, the Company has recorded \$77.5 million of net operating loss carryforwards within certain of its domestic and foreign jurisdictions. The net operating loss carryforward within domestic jurisdictions is \$17.3 million with unlimited carryforward periods and \$15.2 million that expire at various dates between the Company's fiscal years 2035 and 2046. The net operating carryforward within foreign jurisdictions is \$15.2 million with unlimited carryforward periods and \$29.8 million that expire at various dates between the Company's fiscal years 2037 and 2042.

During the fiscal year ended January 31, 2026, the Company concluded, based upon all available evidence, it was more likely than not that a valuation allowance for U.S. federal and state deferred tax assets was warranted. In total, the Company recognized a valuation allowance of \$17.8 million as of January 31, 2026 on U.S. deferred tax assets. These amounts are recorded as an additional provision for income taxes and negatively impacted the effective tax rate. The recognition of the

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

valuation allowance for the Company's U.S. deferred tax assets was based cumulative historical losses that resulted in uncertainty regarding the Company's ability to realize these assets. The valuation allowance may be reversed in future periods if financial performance improves and the realization of U.S. deferred tax assets becomes more likely than not.

During the fiscal year ended January 31, 2026, the Company concluded, based upon all available evidence, it was more likely than not that it would have sufficient future taxable income to realize the deferred tax assets of its Ukrainian subsidiary. As a result, the Company released the \$0.6 million valuation allowance and recognized a corresponding benefit from income taxes in the consolidated statement of operations for the year ended January 31, 2026. The Company's conclusion regarding the realizability of such deferred tax assets was based on recent profitable operations in Ukraine resulting in a cumulative profit over the three-year period ending January 31, 2026, our projections of future profitability in Ukraine and the unlimited carryforward period of net operating losses in Ukraine.

In assessing the Company's other foreign deferred tax assets as of January 31, 2026 and 2025, the Company concluded that a full valuation allowance on the Company's German and Luxembourg subsidiaries continued to be warranted based on the presence of historical losses and the Company's expected future sources of taxable income. The Company has recorded valuation allowances of \$12.1 million and \$6.3 million for the international entities as of January 31, 2026 and 2025, respectively. In fiscal 2026, the Company had a \$5.7 million increase in valuation allowance primarily due the change in the net operating loss in Luxembourg.

As of January 31, 2026, the Company has unrecognized tax benefits of \$5.7 million. If recognized, the entire \$5.7 million of unrecognized tax benefits would affect the Company's effective tax rate. The Company recognizes interest and penalties accrued related to unrecognized tax benefits in tax expense, during the years ended January 31, 2026 the company recognized \$0.1 million of interest in tax expense. For the year ended January 31, 2025, the Company did not have accumulated interest and penalties. The Company had no unrecognized tax benefits as of January 31, 2024.

A reconciliation of the beginning and ending balances of unrecognized tax benefits is as follows:

	Year ended January 31,	
	2026	2025
	(in thousands)	
Unrecognized tax benefits - February 1	\$ 2,995	\$ —
Gross increases - tax positions in prior period	—	—
Gross decreases - tax positions in prior period	—	—
Gross increases - tax positions in current period	2,703	2,995
Lapse of statute of limitations	—	—
Unrecognized tax benefits - January 31	<u>\$ 5,698</u>	<u>\$ 2,995</u>

The Company files income tax returns in the U.S. federal jurisdiction and various states and foreign countries. It is no longer subject to income tax examinations by U.S. federal tax authorities for fiscal years ended prior to January 31, 2023 and state tax authorities for fiscal years ended prior to January 31, 2022. Certain foreign jurisdictions are subject to income tax examinations for the calendar year periods ranging between 2019 and 2025, depending on the jurisdiction of the entity.

The Company has determined it is indefinitely reinvested in certain foreign jurisdictions. In these jurisdictions, no additional taxes have been recorded as it is not practical to estimate the amount that may be payable if such earnings were repatriated. Additionally, the Company is not indefinitely reinvested in other foreign jurisdictions. There have been no deferred taxes recorded in these jurisdictions.

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Cash paid for income taxes, net of refunds is presented in the following table:

	<b>Year Ended January 31,</b>	
	<b>2026</b>	
	(in thousands)	
U.S Federal	\$	(1,907)
State:		
Iowa	\$	(309)
Nebraska		(209)
North Dakota		(255)
Other		(84)
State Total	\$	(857)
Foreign:		
Australia		228
Bulgaria		(100)
Romania		483
Ukraine		303
Other		1
Foreign Total	\$	915
Total Cash Paid for Income Taxes (Net of Refunds)	\$	(1,849)

**NOTE 15 - CAPITAL STRUCTURE**

The Company's certificate of incorporation provides it with the authority to issue 50,000,000 shares of \$0.00001 par value stock, consisting of 45,000,000 shares of common stock and 5,000,000 shares classified as undesignated.

**NOTE 16 - STOCK-BASED COMPENSATION**

*Stock-Based Compensation Plans*

The Company has one stock-based compensation plan, the Second Amended and Restated Titan Machinery Inc. 2014 Equity Incentive Plan (the "2014 Equity Incentive Plan"), to provide incentive compensation to participants for services that have been or will be performed for continuing as employees or members of the Board of Directors of the Company. Under the 2014 Equity Incentive Plan, which has been approved by the stockholders of the Company, the Company may grant stock-based awards for up to a maximum number of shares of common stock set forth in the 2014 Equity Incentive Plan under specified forms of equity award types. Shares issued for stock-based awards consist of authorized but unissued shares. As of January 31, 2026, the Company had 743,341 shares authorized and available for future equity awards under the 2014 Equity Incentive Plan.

Compensation cost arising from stock-based compensation and charged to operations was \$5.9 million, \$4.4 million and \$3.3 million for the years ended January 31, 2026, 2025 and 2024, respectively. The related income tax benefit (net) was \$1.2 million, \$1.1 million and \$1.1 million for the years ended January 31, 2026, 2025 and 2024, respectively.

*Restricted Stock Awards ("RSAs")*

The Company grants RSAs as part of its long-term incentive compensation to employees and members of the Board of Directors of the Company. The fair value of these awards is determined based on the closing market price of the Company's

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

stock on the date of grant. The RSAs primarily vest over a period of approximately four years for employees and over one year for members of the Board of Directors. The Company recognizes compensation expense ratably over the vesting period of the award. The restricted common stock underlying these awards are deemed issued and outstanding upon grant and carry the same voting and dividend rights of unrestricted outstanding common stock, provided that any dividends paid are subject to a right of forfeiture until the underlying RSA has vested.

The following table summarizes RSA activity for the year ended January 31, 2026:

	Shares (in thousands)	Weighted Average Grant Date Fair Value
Nonvested at January 31, 2025	493	\$ 21.63
Granted	290	18.51
Forfeited	(194)	22.27
Vested	(10)	20.02
Nonvested at January 31, 2026	579	\$ 19.88

The weighted-average grant date fair value of RSAs granted was \$18.51, \$18.22 and \$26.48 during the years ended January 31, 2026, 2025 and 2024, respectively. The total fair value of RSAs vested was \$3.4 million, \$3.4 million and \$3.7 million during the years ended January 31, 2026, 2025 and 2024, respectively. As of January 31, 2026, there was \$7.4 million of unrecognized compensation cost related to nonvested RSAs that is expected to be recognized over a weighted-average period of 2.1 years.

*Restricted Stock Units ("RSUs")*

The Company grants RSUs as part of its long-term incentive compensation to certain employees of the Company in our European operations. The fair value of these awards is determined based on the closing market price of the Company's common stock on the date of grant. The RSUs primarily vest over a period of approximately four years. The Company recognizes compensation expense ratably over the vesting period of the award. The common stock underlying these awards are not deemed issued or outstanding upon grant, and do not carry any voting or dividend rights.

The following table summarizes RSU activity for the year ended January 31, 2026:

	Shares (in thousands)	Weighted Average Grant Date Fair Value
Nonvested at January 31, 2025	12	\$ 22.82
Granted	6	18.51
Vested	(3)	28.24
Nonvested at January 31, 2026	15	\$ 20.16

The weighted-average grant date fair value of RSUs granted was \$18.51, \$18.20, and \$26.47 for the fiscal years ended January 31, 2026, 2025, and 2024, respectively. As of January 31, 2026, there was \$0.2 million of unrecognized compensation cost related to nonvested RSUs that is expected to be recognized over a weighted-average period of 2.3 years.

*Long-Term Cash Incentive Awards*

The Company grants long-term cash incentive awards as part of its long-term incentive compensation to certain international employees of the Company. The awards vest over a period of approximately four years and entitle the award recipient to a cash payment on the vesting date equal to the number of vested shares multiplied by the stock price of the Company on the date of vesting. These awards are liability-classified share-based payment awards in which fair value of the award is remeasured at each period until the liability is settled. Fair value of these awards is determined based on the closing price of the Company's stock as of the end of each reporting period. Changes in the fair value of the liability are recognized as compensation cost over the requisite service period. The percentage of the fair value that is accrued as compensation cost at the end of each period is equal to the percentage of the requisite service that has been rendered at that date.

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

The following table summarizes activity for long-term cash incentive awards for the year ended January 31, 2026:

	Shares (in thousands)	Weighted Average Grant Date Fair Value
Nonvested at January 31, 2025	48	\$ 21.50
Granted	24	18.51
Forfeited	(1)	21.00
Vested	(15)	23.28
Nonvested at January 31, 2026	56	\$ 19.68

The weighted-average grant date fair value of long-term cash incentive awards granted was \$18.51 during the year ended January 31, 2026. As of January 31, 2026, based on the Company's stock price on that day, there was \$0.4 million of unrecognized compensation cost related to nonvested awards that is expected to be recognized over a weighted-average period of 1.3 years.

**NOTE 17 - ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)**

The following is a summary of the changes in accumulated other comprehensive income (loss), by component, for the fiscal years ended January 31, 2026, 2025 and 2024:

	Foreign Currency Translation Adjustment	Net Investment Hedging Instruments, Unrealized Gain	Total Accumulated Other Comprehensive Income (Loss)
	(in thousands)		
Balance, January 31, 2023	\$ (7,730)	\$ 2,711	\$ (5,019)
Total other comprehensive income	6,779	—	6,779
Balance, January 31, 2024	(951)	2,711	1,760
Total other comprehensive loss	(10,094)	—	(10,094)
Balance, January 31, 2025	(11,045)	2,711	(8,334)
Total other comprehensive income	14,587	—	14,587
Balance, January 31, 2026	\$ 3,542	\$ 2,711	\$ 6,253

Income taxes are not provided for foreign currency translation adjustments arising from permanent investments in international subsidiaries.

**NOTE 18 - EMPLOYEE BENEFIT PLANS**

The Company has a 401(k) profit-sharing plan ("401(k) Plan") for all U.S. employees at least 19 years of age. The Company matches 50% of the first 8% of the participating employee's contribution. In addition, the Company may make a discretionary contribution to the 401(k) Plan as determined by the Board of Directors, with a maximum amount equal to the amount allowed under applicable IRS regulations. The Company recognized expense for contributions made to the 401(k) Plan totaling \$8.9 million, \$8.6 million and \$7.0 million for the years ended January 31, 2026, 2025 and 2024, respectively. All amounts contributed during these years reflected matching contributions, as no discretionary contributions were made by the Company to the 401(k) Plan.

**NOTE 19 - BUSINESS COMBINATIONS**

*Fiscal 2026*

On May 15, 2025, the Company acquired certain assets of Farmers Implement and Irrigation, Inc. ("Farmers Implement"). This acquired New Holland agriculture dealership consists of one agriculture equipment store in Brookings, South Dakota. This acquisition occurred within the Company's Agriculture segment. The total consideration transferred for the acquired business was \$13.4 million paid in cash, which included the real estate.

In connection with the acquisition, the Company acquired from CNH and certain other manufacturers equipment and parts inventory previously owned by Farmers Implement. Upon acquiring such inventories, the Company was offered floorplan financing by the respective manufacturers. In total, the Company acquired inventory and recognized a corresponding financing

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

liability of \$7.0 million. The recognition of these inventories and the associated financing liabilities are not included as part of the accounting for the business combination.

On October 1, 2025, the Company acquired Bellevue Machinery within its Australia segment. This acquired New Holland agriculture dealership complex consists of two locations in the cities of Swan Hill and Warracknabeal, in the State of Victoria. Immediately upon acquisition, these locations were merged into the locations already owned by the Company in the same cities. This acquisition now allows the Company to sell the CaseIH and New Holland brands at six of the Company's 15 locations in Australia. The total consideration transferred for the acquired business was \$6.4 million paid in cash, which included the real estate.

These acquisitions are not considered material to the overall consolidated financial statements during the year ended January 31, 2026 and have been included in the Consolidated Financial Statements from the date of the acquisitions.

*Fiscal 2025*

The Company acquired Gose Landtechnik e.K. on March 1, 2024, which consists of one location in Germany and is included in the Europe segment. This acquisition is not considered material to the overall consolidated financial statements during the year ended January 31, 2025 and has been included in the Consolidated Financial Statements from the date of the acquisition.

**NOTE 20 - FAIR VALUE OF FINANCIAL INSTRUMENTS**

As of January 31, 2026 and 2025, the fair value of the Company's foreign currency contracts, which are either assets or liabilities measured at fair value on a recurring basis, was not material. These foreign currency contracts were valued using a discounted cash flow analysis, an income approach, utilizing readily observable market data as inputs, which is classified as a Level 2 fair value measurement.

The Company also estimated the fair value of long-lived assets to be approximately zero in certain instances when no future cash flows were assumed to be generated from the use of such assets and the expected sales values were deemed to be nominal. All such fair value measurements were based on unobservable inputs and thus are Level 3 fair value inputs.

The Company also has financial instruments that are not recorded at fair value in the consolidated balance sheets, including cash, receivables, payables, and long-term debt. The carrying amounts of these financial instruments approximated their fair values as of January 31, 2026 and January 31, 2025. Approximate fair value of these financial instruments was estimated based on Level 2 fair value inputs. The estimated fair value of the Company's Level 2 long-term debt, which is provided for disclosure purposes only, is as follows:

	<b>January 31, 2026</b>		<b>January 31, 2025</b>	
	<b>(in thousands)</b>			
Carrying amount	\$	170,414	\$	158,883
Fair value	\$	157,764	\$	145,010

**NOTE 21 - BUSINESS SEGMENT AND GEOGRAPHIC INFORMATION**

The Company has four reportable and operating segments: Agriculture, Construction, Europe and Australia. This segmentation aligns with the results of operations presented to the Company's chief operating decision maker ("CODM") in reviewing the Company to make decisions regarding the allocation of resources, to assess the Company's operating performance and to make strategic decisions. The Company identifies the CODM to be the Company's Chief Executive Officer. The Company's segments are determined based on management structure, which is organized based on types of products sold and geographic areas, as described in the following paragraphs.

The performance measure used to evaluate segment performance and allocate resources across segments is segment income (loss) before taxes. Corporate unallocated expenses are centrally managed costs and are therefore excluded from this profit measure to provide transparency of our segment operating results. Our CODM considers variances of actual performance to our annual operating plan and periodic forecasts when making decisions.

The Company's Agriculture segment sells, services, and rents machinery, and related parts and attachments, for uses ranging from large-scale farming to home and garden use in North America. This segment also includes ancillary sales and services related to agricultural activities and products such as equipment transportation, GPS signal subscriptions and finance and insurance products.

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The Company's Construction segment sells, services, and rents machinery, and related parts and attachments, for uses ranging from heavy construction to light industrial machinery use to customers in North America. This segment also includes ancillary sales and services related to construction activities such as equipment transportation, GPS signal subscriptions and finance and insurance products.

The Company's Europe segment sells, services, and rents machinery, and related parts and attachments, for uses ranging from large-scale farming and construction to home and garden use to customers in Eastern Europe and Germany. Similar to the Agriculture segment, this segment also includes ancillary sales and services related to agricultural activities and products such as equipment transportation, GPS signal subscriptions and finance and insurance products.

The Company's Australia segment sells, services, and rents machinery, and related parts and attachments, for uses ranging from large-scale farming and construction to home and garden use to customers in Southeastern Australia. This segment also includes ancillary sales and services related to agricultural activities and products such as equipment transportation, GPS signal subscriptions and finance and insurance products.

The Company retains various unallocated income/(expense) items and assets at the general corporate level, which the Company refers to as "Shared Resources" in the table below. Shared Resource assets primarily consist of cash and property and equipment. Revenue between segments is immaterial.

Net sales and long-lived assets, by geographic area were as follows:

	Revenue		
	Year Ended January 31,		
	2026	2025	2024
	(in thousands)		
United States	\$ 1,868,843	\$ 2,220,002	\$ 2,376,726
Australia	180,525	221,115	69,809
Other international countries	377,739	261,005	311,910
	<u>\$ 2,427,107</u>	<u>\$ 2,702,122</u>	<u>\$ 2,758,445</u>

	Long-lived assets	
	Year Ended January 31,	
	2026	2025
	(in thousands)	
United States	\$ 365,986	\$ 363,672
Australia	27,833	24,512
Other international countries	14,965	20,323
	<u>\$ 408,784</u>	<u>\$ 408,507</u>

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Certain financial information for each of the Company's business segments is set forth below.

	Year Ended January 31, 2026 (in thousands)				
	Agriculture	Construction	Europe	Australia	Total
Revenue					
Equipment	\$ 1,135,501	\$ 198,596	\$ 303,916	\$ 136,522	\$ 1,774,535
Parts	286,927	50,752	58,984	31,598	428,261
Service	127,186	26,772	12,379	11,573	177,910
Rental and other	8,200	34,909	2,460	832	46,401
	<u>\$ 1,557,814</u>	<u>\$ 311,029</u>	<u>\$ 377,739</u>	<u>\$ 180,525</u>	<u>\$ 2,427,107</u>
Cost of Revenue					
Equipment	\$ 1,076,555	\$ 181,574	\$ 263,901	\$ 123,175	
Parts	193,560	36,281	43,892	22,013	
Service	48,834	8,902	6,779	3,936	
Rental and other	7,398	25,074	1,670	1,007	
Operating expense	239,299	58,041	49,202	30,396	
Impairment Charge <sup>(1)</sup>	941	114	693	—	
Restructuring Costs <sup>(2)</sup>	—	—	1,741	—	
Floorplan interest expense	15,055	4,372	2,507	1,949	
Intercompany loan waiver	—	—	(10,280)	—	
Other segment expense	—	—	—	—	
(income), net <sup>(4)</sup>	5,029	4,816	2,447	1,969	
Segment (loss) income	<u>\$ (28,857)</u>	<u>\$ (8,145)</u>	<u>\$ 15,187</u>	<u>\$ (3,920)</u>	<u>\$ (25,735)</u>
before taxes					
Shared resources unallocated expense <sup>(3)</sup>					(19,672)
Loss before taxes					<u>\$ (45,407)</u>
Depreciation and amortization	\$ 16,977	\$ 10,625	\$ 3,577	\$ 3,451	
Total Segment Assets <sup>(4)</sup>	\$ 916,988	\$ 229,079	\$ 214,823	\$ 227,659	\$ 1,588,549
Shared Resources Assets					28,379
Total Assets					<u>\$ 1,616,928</u>
Total Segment Capital Expenditures	\$ 5,544	\$ 6,492	\$ 2,801	\$ 1,781	\$ 16,618
Shared Resources Assets					
Capital Expenditures					5,739
Total Capital Expenditures					<u>\$ 22,357</u>

<sup>(1)</sup> Impairment charge related to long-lived assets.

<sup>(2)</sup> Restructuring costs related to Germany divestiture.

<sup>(3)</sup> Europe segment balance includes a waiver of \$10.3 million related to intercompany loan, with a corresponding offset recorded in Shared Resources and eliminated in consolidation.

<sup>(4)</sup> Balance consists of other interest income (expense) and foreign currency.

<sup>(5)</sup> Agriculture and Construction cash balances are held at Shared Resources.

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Year Ended January 31, 2025  
(in thousands)

	Agriculture	Construction	Europe	Australia	Total
Revenue					
Equipment	\$ 1,462,204	\$ 222,503	\$ 188,296	\$ 177,295	\$ 2,050,298
Parts	288,968	48,768	58,712	32,009	428,457
Service	129,455	27,797	11,911	10,944	180,107
Rental and other	7,801	32,506	2,086	867	43,260
	<u>\$ 1,888,428</u>	<u>\$ 331,574</u>	<u>\$ 261,005</u>	<u>\$ 221,115</u>	<u>\$ 2,702,122</u>
Cost of Revenue					
Equipment	\$ 1,395,384	\$ 197,354	\$ 162,581	\$ 157,484	
Parts	194,917	34,681	43,346	21,289	
Service	47,840	8,613	6,446	3,924	
Rental and other	7,522	22,624	1,351	1,136	
Operating expense	254,858	61,517	42,739	30,363	
Impairment Charge <sup>(1)</sup>	201	168	1,473	—	
Floorplan interest expense	21,384	5,462	4,159	2,172	
Sale-leaseback financing expense	5,139	4,511	—	—	
Other segment expense					
(income), net <sup>(2)</sup>	962	3,294	2,804	1,859	
Segment (loss) income	<u>\$ (39,779)</u>	<u>\$ (6,650)</u>	<u>\$ (3,894)</u>	<u>\$ 2,888</u>	<u>\$ (47,435)</u>
Shared resources unallocated expense					(2,550)
Loss before taxes					<u>\$ (49,985)</u>
Depreciation and amortization	\$ 14,022	\$ 10,518	\$ 3,670	\$ 3,623	
Total Segment Assets <sup>(3)</sup>	\$ 1,060,180	\$ 252,471	\$ 248,282	\$ 192,331	\$ 1,753,264
Shared Resources Assets					60,674
Total Assets					<u>\$ 1,813,938</u>
Total Segment Capital Expenditures	\$ 41,874	\$ 10,076	\$ 4,100	\$ 3,190	\$ 59,240
Shared Resources Assets Capital Expenditures					(7,395)
Total Capital Expenditures					<u>\$ 51,845</u>

(1) Impairment charge related to goodwill, intangible and long-lived assets.

(2) Balance consists of other interest income (expense) and foreign currency.

(3) Agriculture and Construction cash balances are held at Shared Resources.

**TITAN MACHINERY INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Year Ended January 31, 2024  
(in thousands)

	Agriculture	Construction	Europe	Australia	Total
Revenue					
Equipment	\$ 1,624,010	\$ 221,140	\$ 245,423	\$ 54,743	\$ 2,145,316
Parts	293,554	51,019	54,356	11,912	410,841
Service	117,087	26,913	10,437	2,878	157,315
Rental and other	9,612	33,391	1,694	276	44,973
	<u>\$ 2,044,263</u>	<u>\$ 332,463</u>	<u>\$ 311,910</u>	<u>\$ 69,809</u>	<u>\$ 2,758,445</u>
Cost of Revenue					
Equipment	\$ 1,425,414	\$ 186,815	\$ 204,056	\$ 48,273	
Parts	197,026	35,850	39,107	7,938	
Service	39,930	7,480	5,447	1,124	
Rental and other	6,592	20,628	1,085	326	
Operating expense	246,514	60,151	42,749	7,147	
Floorplan interest expense	8,281	1,816	1,651	406	
Other segment expense					
(income), net <sup>(1)</sup>	(564)	1,378	1,328	481	
Segment income before taxes	<u>\$ 121,070</u>	<u>\$ 18,345</u>	<u>\$ 16,487</u>	<u>\$ 4,114</u>	\$ 160,016
Shared resources unallocated expense					(8,976)
Income before taxes					<u>\$ 151,040</u>
Depreciation and amortization	\$ 12,244	\$ 9,676	\$ 3,290	\$ 938	
Total Segment Assets <sup>(2)</sup>	\$ 1,183,367	\$ 257,142	\$ 280,354	\$ 225,421	\$ 1,946,284
Shared Resources Assets					45,977
Total Assets					<u>\$ 1,992,261</u>
Total Segment Capital Expenditures	\$ 38,734	\$ 12,050	\$ 6,764	\$ 529	\$ 58,077
Shared Resources Assets Capital Expenditures					4,284
Total Capital Expenditures					<u>\$ 62,361</u>

<sup>(1)</sup> Balance consists of other interest income (expense) and foreign currency.

<sup>(2)</sup> Agriculture and Construction cash balances are held at Shared Resources.

TITAN MACHINERY INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

**NOTE 22 - GERMANY LIQUIDATION AND REALIGNMENT COSTS**

In November 2026, to better align the Company's cost structure and business in certain markets, the Company signed definitive agreements to divest its CNH distribution rights in Germany through two separate asset sale transactions with the existing New Holland dealers in the region. These transactions support CNH's dual-brand strategy and align with the Company's ongoing focus to enhance returns on invested capital.

Store liquidation and realignment costs for 2026 were as follows:

	<b>2026</b>	
	<b>(in thousands)</b>	
Operating lease asset impairment <sup>(1)</sup>	\$	209
Employee termination benefits <sup>(2)</sup>		1,741
Impairment of fixed assets, net of gains on asset disposition <sup>(1)</sup>		483
Inventory cost adjustments <sup>(3)</sup>		4,764
	\$	<u>7,197</u>

<sup>(1)</sup> Recognized in Impairment of Intangibles and Long-Lives Assets in the consolidated statement of operations.

<sup>(2)</sup> Recognized in Restructuring Costs in the consolidated statement of operations.

<sup>(3)</sup> Recognized in Cost of Revenue - Equipment and Cost of Revenue - Parts in the consolidated statement of operations.

A reconciliation of the beginning and ending exit cost liability balance, which is included in accrued expenses and other in the consolidated balance sheets, as follows:

	<b>Amount</b>	
	<b>(in thousands)</b>	
Balance, January 31, 2025	\$	—
Exit costs incurred and charged to expense		
Employee termination benefits		1,741
Balance, January 31, 2026	\$	<u>1,741</u>

## TITAN MACHINERY INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

## NOTE 23 - HELD FOR SALE

As of January 31, 2026, certain European assets related to the Company's Germany liquidation met the criteria to be classified as held for sale. The Company is working to sell these disposal groups during the year ended January 31, 2027. In addition, the Company has \$6.1 million of property and equipment unrelated to the aforementioned disposal groups, which is included in the vehicle and land, building, and leasehold improvements line items of the table below. Assets classified as held for sale are included within prepaid expenses and other on the consolidated balance sheets.

The assets which are held for sale related to the aforementioned disposal groups are presented in the following table:

	January 31, 2026	January 31, 2025
	(in thousands)	
<b>Assets Held For Sale</b>		
Inventory		
New equipment	\$ 1,395	\$ —
Parts	961	—
Total inventories	2,356	—
Property and equipment		
Machinery and equipment	296	—
Vehicle	3,206	—
Furniture and fixtures	315	—
Land, buildings, and leasehold improvements	8,965	3,013
Total property and equipment	12,782	3,013
Total assets held for sale	\$ 15,138	\$ 3,013

**Schedule II—Valuation and Qualifying Accounts and Reserves****Titan Machinery Inc.**

<b>Classification</b>	<b>Beginning Balance</b>	<b>Additions Charged to Expenses</b>	<b>Deductions for Write-offs, Net of Recoveries</b>	<b>Foreign Currency Translation Adjustments</b>	<b>Ending Balance</b>
			(in thousands)		
Valuation reserve deduction from receivables:					
Year Ended January 31, 2026	\$ 2,572	\$ 678	\$ (757)	\$ 144	\$ 2,637
Year Ended January 31, 2025	3,503	1,001	(1,890)	(42)	2,572
Year Ended January 31, 2024	3,440	928	(922)	57	3,503

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

*Evaluation of Disclosure Controls and Procedures.* After evaluating the effectiveness of the Company's disclosure controls and procedures pursuant to Rule 13a-15(b) of the Exchange Act as of the end of the period covered by this Form 10-K, our Chief Executive Officer (our principal executive officer) and Chief Financial Officer (our principal financial officer), with the participation of the Company's management, have concluded that the Company's disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)) are effective.

*Management's Report on Internal Control Over Financial Reporting.* Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on that evaluation, management has concluded that the Company's disclosure controls and procedures were effective at January 31, 2026 to ensure that the information required to be disclosed by the Company in reports the Company files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to the Company's management including the principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Deloitte & Touche LLP, the independent registered public accounting firm that audited the consolidated financial statements included in this Form 10-K, has also audited our internal control over financial reporting as of January 31, 2026, as stated in their report included in Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K.

*Changes in Internal Control over Financial Reporting.* There has not been any change in the Company's internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)) during its most recently completed fiscal quarter ended January 31, 2026 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

On March 30, 2026, the Company's wholly-owned Australian subsidiary, O'Connors, entered into a new dealer agreement (the "CNH Industrial Australia Dealer Agreement") with CNH Industrial Australia Pty Limited ("CNH Industrial Australia"), replacing O'Connors' existing dealer agreement with CNH Industrial Australia.

The CNH Industrial Australia Dealer Agreement grants O'Connors the right to sell and service CNH products and parts in a geographically defined prime marketing area in Australia that aligns with O'Connors' existing dealership locations (the "PMA"). The PMA assigned to O'Connors is non-exclusive, but CNH Industrial Australia agrees, under the terms of the CNH Industrial Australia Dealer Agreement, to reasonably discourage other parties from selling CNH products and parts within O'Connors' PMA. The CNH Industrial Australia Dealer Agreement also sets out the other terms and conditions on which O'Connors is granted the right to sell and service CNH products and parts through its dealership locations.

The CNH Industrial Australia Dealer Agreement has an initial five year fixed term that commenced effective as of January 1, 2026 and will expire on January 1, 2031 (the "Term") and contains an option running in favor of O'Connors that will allow O'Connors, at the end of the Term, to enter into a new dealer agreement with CNH Industrial Australia for an additional five year fixed term, subject to the satisfaction of the specified conditions.

During the Term, absent consent from CNH Industrial Australia, O'Connors is not permitted to sell or distribute, or allow to be sold or distributed on its behalf, any third party products that directly compete with CNH's products in Australia or New Zealand. In addition, under the terms of the CNH Industrial Australia Dealer Agreement, both during the Term and for a period of 12 months after the expiration or termination of the CNH Industrial Australia Dealer Agreement, O'Connors is subject to specified non-compete, non-solicitation and non-disparagement covenants running in favor of CNH Industrial Australia, which, in each case, are subject to specified exceptions and qualifications.

O'Connors is required to obtain approval from CNH Industrial Australia prior to undertaking any event the occurrence of which would have the effect of changing the underlying control or ownership of O'Connors, including (i) any change related to who has the right to appoint its directors, (ii) any change in the legal or beneficial ownership of its shares and (iii) any change in who has the legal or beneficial entitlement to its profits.

CNH Industrial Australia has the right to terminate the CNH Industrial Australia Dealer Agreement (i) immediately if O'Connors is in breach of any term of the CNH Industrial Australia Dealer Agreement or any related ancillary agreement and O'Connors fails to rectify the relevant breach within a reasonable timeframe (not to exceed 30 days) after receipt of written notice from CNH Industrial Australia, (ii) upon seven days' prior written notice upon the occurrence of certain events with respect to O'Connors, including (1) failure to hold necessary licenses to operate its business, (2) becoming bankrupt, insolvent or suffering another specified insolvency event, (3) conviction of a failure to comply with specified laws and regulations or (4) acting fraudulently in connection with the operation of its business or (iii) upon six months' prior written notice if CNH withdraws from the Australian marketplace, rationalizes its Australian dealership network or changes its Australian distribution model. O'Connors has the right to terminate the CNH Industrial Australia Dealer Agreement as provided for under the terms of Australia's Franchising Code of Conduct as prescribed by section 51AE, Part IVB of the Competition and Consumer Act 2010, as amended or re-enacted from time to time. In addition, CNH Industrial Australia may, upon 30 days' prior written notice to the O'Connors, add new CNH products or restrict or discontinue existing CNH products from the authorized product list that are allowed to be sold or serviced by O'Connors.

The foregoing description of the CNH Industrial Australia Dealer Agreement is qualified in its entirety by reference to the full text of the CNH Industrial Australia Dealer Agreement, a copy of which is filed as Exhibit 10.19 hereto and incorporated herein by reference.

*Securities Trading Plans of Directors and Officers*

During the three months ended January 31, 2026, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Titan Machinery has insider trading policies and procedures that govern the purchase, sale and other dispositions of its securities by our directors, officers and employees. We believe these policies and procedures are reasonably designed to promote compliance with insider trading laws, rules and regulations and applicable listing standards. A copy of our Insider Trading Policy is filed with this Form 10-K as Exhibit 19.1.

Other than the information above, the information included in Part I of this Form 10-K under the heading "Information About our Executive Officers", and the information required by this Item 10 is incorporated herein by reference to the sections labeled "Board of Directors" and "Corporate Governance," all of which will appear in our definitive proxy statement for our 2026 Annual Meeting of Stockholders.

**ITEM 11. EXECUTIVE COMPENSATION**

The information required by this Item 11 is incorporated herein by reference to the sections labeled "Compensation Discussion and Analysis," "Compensation Committee Report," "Compensation Committee Interlocks and Insider Participation," "Executive Compensation" (excluding the information under the subheading "Pay Versus Performance"), and "Non-Employee Director Compensation," all of which will appear in our definitive proxy statement for our 2026 Annual Meeting of Stockholders.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by this Item 12 is incorporated herein by reference to the sections entitled "Security Ownership of Principal Stockholders and Management" and "Executive Compensation - Equity Compensation Plan Information," both of which will appear in our definitive proxy statement for our 2026 Annual Meeting of Stockholders.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item 13 is incorporated herein by reference to the sections entitled "Corporate Governance—Independence" and "Certain Relationships and Related Transactions," both of which will appear in our definitive proxy statement for our 2026 Annual Meeting of Stockholders.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required by this Item 14 is incorporated herein by reference to the section entitled "Fees of the Independent Registered Public Accounting Firm," which will appear in our definitive proxy statement for our 2026 Annual Meeting of Stockholders.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) Documents filed as part of this report.

(1) Financial Statements. The following financial statements are included in Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K:

Report of Deloitte & Touche LLP on Consolidated Financial Statements as of January 31, 2026 and 2025 and for each of the three years in the period ended January 31, 2026

Report of Deloitte & Touche LLP on Internal Control Over Financial Reporting as of January 31, 2026

Consolidated Balance Sheets as of January 31, 2026 and 2025

Consolidated Statements of Operations for each of the three years in the period ended January 31, 2026

Consolidated Statements of Comprehensive Income for each of the three years in the period ended January 31, 2026

Consolidated Statements of Stockholders' Equity for each of the three years in the period ended January 31, 2026

Consolidated Statements of Cash Flows for each of the three years in the period ended January 31, 2026

Notes to Consolidated Financial Statements

(2) Financial Statement Schedules. The following consolidated financial statement schedule should be read in conjunction with the consolidated financial statements and Report of Deloitte & Touche LLP on the consolidated financial statements included in Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K:

Schedule II—Valuation and Qualifying Accounts and Reserves

All other financial statement schedules have been omitted, because they are not applicable, are not required, or the information is included in the Financial Statements or Notes thereto

(3) Exhibits. See the Exhibit Index to this Form 10-K immediately following below:

**EXHIBIT INDEX**  
**TITAN MACHINERY INC.**  
**FORM 10-K**

No.	Description
<a href="#">3.1</a>	Certificate of Incorporation of the registrant, as amended (incorporated herein by reference to Exhibit 3.1 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on September 10, 2012, File No. 001-33866).
<a href="#">3.2</a>	Bylaws of the registrant, as amended (incorporated herein by reference to Exhibit 3.2 of the registrant's Annual Report on Form 10-K filed with the Commission on April 16, 2009, File No. 001-33866).
<a href="#">4.1</a>	Specimen Certificate representing shares of common stock of Titan Machinery Inc. (incorporated by reference to Exhibit 4.1 of the registrant's Amendment No. 6 to Registration Statement on Form S-1, Reg. No. 333-145526, filed with the Commission on December 3, 2007).
<a href="#">4.2</a>	Description of Securities of Titan Machinery registered under Section 12 of the Exchange Act of 1934, as amended (incorporated herein by reference to Exhibit 4.3 of the registrant's Annual Report on Form 10-K filed with the Commission on April 7, 2020).
<a href="#">10.1#</a>	Executive Employment Agreement, dated October 17, 2023, between Bryan J. Knutson and the registrant (incorporated herein by reference to Exhibit 10.2 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 7, 2023).
<a href="#">10.1.1#</a>	First Amendment to Employee Agreement Dated June 5, 2025 between Bryan J. Knutson and the registrant (incorporated herein by reference to Exhibit 10.1 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 5, 2025).
<a href="#">10.2#</a>	Amended and Restated Employment Agreement, dated June 4, 2025, between Robert Larsen and the registrant (incorporated herein by reference to Exhibit 10.2 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 5, 2025).
<a href="#">10.3</a>	Agricultural Equipment Sales & Service Agreement, dated May 31, 2017, between CNH Industrial America LLC and the registrant (incorporated herein by reference to Exhibit 10.3 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 2, 2017).
<a href="#">10.3.1</a>	Amendment to the Agricultural Equipment Sales & Service Agreement, dated May 31, 2017, between CNH Industrial America LLC and the registrant (incorporated herein by reference to Exhibit 10.4 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 2, 2017).
<a href="#">10.4</a>	Form of CaseIH Agriculture Equipment Sales and Service Agreement between CNH Industrial America LLC and the registrant Titan Machinery Inc. (incorporated herein by reference to Exhibit 10.3 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on September 9, 2022).
<a href="#">10.4.1</a>	Revision 1 to the Case IH Agricultural Equipment Sales and Service Agreement between CNH Industrial America LLC and the registrant (incorporated herein by reference to Exhibit 10.4 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on September 9, 2022).
<a href="#">10.5</a>	Construction Equipment Sales & Service Agreement, dated May 31, 2017, between CNH Industrial America LLC and the registrant (incorporated herein by reference to Exhibit 10.1 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 2, 2017).
<a href="#">10.5.1</a>	Amendment to the Construction Equipment Sales & Service Agreement, dated May 31, 2017, between CNH Industrial America LLC and the registrant (incorporated herein by reference to Exhibit 10.2 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 2, 2017).
<a href="#">10.6</a>	New Holland Equipment Sales & Service Agreement, dated May 31, 2017, between CNH Industrial America LLC and the registrant (incorporated herein by reference to Exhibit 10.5 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 2, 2017).
<a href="#">10.6.1</a>	Amendment to the New Holland Equipment Sales & Service Agreement, dated May 31, 2017, between CNH Industrial America LLC and the registrant (incorporated herein by reference to Exhibit 10.6 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 2, 2017).
<a href="#">10.7</a>	Dealer Security Agreement dated April 14, 2003 between New Holland North America, Inc. and the registrant (incorporated herein by reference to Exhibit 10.14 of the registrant's Amendment No. 2 to Registration Statement on Form S-1, Reg. No. 333-145526, filed with the Commission on October 10, 2007).
<a href="#">10.8</a>	Dealer Security Agreements between CNH America LLC and the registrant (incorporated herein by reference to Exhibit 10.15 of the registrant's Amendment No. 2 to Registration Statement on Form S-1, Reg. No. 333-145526, filed with the Commission on October 10, 2007).

No.	Description
<a href="#">10.9</a>	Agreement to Grant Commercial Application Equipment Distribution Rights, dated as of August 1, 2022, by and between CNH Industrial America and the registrant (incorporated herein by reference to Exhibit 10.2 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on September 20, 2022).
<a href="#">10.10</a>	Amended and Restated Wholesale Floorplan Credit Facility and Security Agreement, dated November 13, 2007, between CNH Capital America and the registrant (incorporated herein by reference to Exhibit 10.25 of the registrant's Amendment No. 5 to Registration Statement on Form S-1, Reg. No. 333-141000 filed with the Commission on November 27, 2007).
<a href="#">10.10.1</a>	Letter Agreement with CNH Capital America, LLC dated September 30, 2011, amending the November 13, 2007 Amended and Restated Wholesale Floorplan Credit Facility and Security Agreement (incorporated herein by reference to Exhibit 10.3 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 9, 2011, File No. 001-338866).
<a href="#">10.10.2</a>	Letter Agreement with CNH Capital America, LLC dated November 20, 2012, amending the November 13, 2007 Amended and Restated Wholesale Floorplan Credit Facility and Security Agreement (incorporated herein by reference to Exhibit 10.1 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 6, 2012, File No. 001-338866).
<a href="#">10.10.3</a>	Letter Agreement with CNH Capital America, LLC dated February 15, 2013, amending the November 13, 2007 Amended and Restated Wholesale Floorplan Credit Facility and Security Agreement (incorporated herein by reference to Exhibit 10.49 of the registrant's Annual Report on Form 10-K filed with the Commission on April 10, 2013).
<a href="#">10.10.4</a>	Amendment dated December 8, 2014 to the Amended and Restated Wholesale Floor Plan Credit Facility and Security Agreement dated November 13, 2007 by and between the registrant and CNH Industrial Capital America LLC (incorporated herein by reference to Exhibit 10.2 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 10, 2014).
<a href="#">10.10.5</a>	Letter Agreement, dated December 6, 2023, to the Amended and Restated Wholesale Floor Plan Credit Facility and Security Agreement and Inventory Finance Agreement, dated November 13, 2007 and December 17, 2018 respectively, by and between Titan Machinery Inc. and CNH Industrial Capital America LLC (incorporated herein by reference to Exhibit 10.4 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 7, 2023).
<a href="#">10.10.6</a>	Inventory Finance Agreement, dated December 17, 2018, between CNH Industrial Capital Australia Pty Limited and J.J. O'Connor & Sons Pty Limited (incorporated herein by reference to Exhibit 10.4 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 7, 2023).
<a href="#">10.10.7</a>	Third Amendment, dated January 31, 2023, to the Amended and Restated Third Revolving Credit Agreement dated November 13, 2007, by and between the registrant and CNH Industrial Capital America LLC (incorporated herein by reference to Exhibit 10.12.15 of the registrant's Annual Report on Form 10-K filed with the Commission on March 30, 2023).
<a href="#">10.10.8</a>	Letter Agreement, dated December 2, 2024, to the Amended and Restated Wholesale Floor Plan Credit Facility and Security Agreement and Inventory Finance Agreement, dated November 13, 2007 and December 17, 2018 respectively, between CNH Industrial Capital America LLC and the registrant (incorporated herein by reference to Exhibit 10.2 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 5, 2024).
<a href="#">10.10.9</a>	Letter Agreement regarding the calculation of Consolidated Fixed Charge Coverage Ratio, dated December 2, 2024, between CNH Industrial Capital America LLC and the Company (incorporated herein by reference to Exhibit 10.1 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 5, 2024).
<a href="#">10.10.10</a>	Letter Agreement regarding the calculation of Consolidated Fixed Charge Coverage Ratio, dated January 31, 2025, between CNH Industrial Capital America LLC and the Company (incorporated herein by reference to Exhibit 10.1 of the registrant's Current Report on Form 8-K filed with the Commission on April 7, 2025).
<a href="#">10.11</a>	Fourth Amended and Restated Credit Agreement, dated as of May 17, 2024, by and among the registrant, Heartland Agriculture, LLC, Heartland Kansas, LLC, and certain entities joined thereto as a U.S. Borrower, each as a U.S. Borrower, J.J. O'Connor & Sons Pty Ltd. and certain entities joined thereto as an Australian Borrower, each as an Australian Borrower, the financial institutions party thereto, as lenders, Bank of America, N.A., as Administrative Agent, Bank of America, N.A. and Wells Fargo Bank, National Association, as Joint Lead Arrangers, and Bank of America, N.A. and PNC Bank, National Association, as Co-Documentation Agents (incorporated herein by reference to Exhibit 10.1 of the registrant's Current Report on Form 8-K filed with the Commission on May 22, 2024).

No.	Description
<a href="#">10.11#</a>	Amendment No. 1 to Fourth Amended and Restated Credit Agreement, dated December 3, 2024, by and among the registrant, Heartland Agric LLC, Heartland Ag Kansas, LLC, J.J. O'Connor & Sons Pty Ltd and Bank of America, N.A. (incorporated herein by reference to Exhibit 10.3 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on December 5, 2024).
<a href="#">10.12#</a>	Second Amended and Restated Titan Machinery Inc. 2014 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.1 to the registrant's Current Report on Form 8-K filed with the Commission on June 4, 2024).
<a href="#">10.13#</a>	Form of Titan Machinery Inc. Restricted Stock Agreement (for non-employee directors) under the Second Amended and Restated Titan Machinery Inc. 2014 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.2 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 6, 2024).
<a href="#">10.14#</a>	Form of Titan Machinery Inc. Restricted Stock Agreement under the Second Amended and Restated Titan Machinery Inc. 2014 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.3 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 6, 2024).
<a href="#">10.15#</a>	Form of Titan Machinery Inc. Restricted Stock Unit Agreement under the Second Amended and Restated Titan Machinery Inc. 2014 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.4 of the registrant's Quarterly Report on Form 10-Q filed with the Commission on June 6, 2024).
<a href="#">10.16#</a>	Form of Director and Officer Indemnification Agreement (incorporated herein by reference to Exhibit 10.19 of the registrant's Annual Report on Form 10-K filed with the Commission on April 5, 2019).
<a href="#">10.17#</a>	Titan Machinery Inc. Non-Employee Director Compensation Plan (incorporated herein by reference to Exhibit 10.17 of the registrant's Annual Report on Form 10-K filed with the Commission on April 4, 2025).
<a href="#">10.18#</a>	Description of Titan Machinery Inc.'s Executive Cash Bonus Plan (incorporated herein by reference to Exhibit 10.34 of the registrant's Annual Report on Form 10-K filed with the Commission on April 15, 2015).
<a href="#">10.19*</a>	CNH Australia Dealer Agreement, executed as of March 30 2026, by and between CNH Industrial Australia Pty Limited and J.J. O'Connor & Sons Pty Ltd.
<a href="#">19.1</a>	Insider Trading Policy (incorporated herein by reference to Exhibit 19.1 of the registrant's Annual Report on Form 10-K filed with the Commission on April 7, 2025).
<a href="#">21.1*</a>	Subsidiaries of Titan Machinery Inc.
<a href="#">23.1*</a>	Consent of Deloitte & Touche LLP.
<a href="#">24.1*</a>	Power of Attorney.
<a href="#">31.1*</a>	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
<a href="#">31.2*</a>	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
<a href="#">32.1**</a>	Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
<a href="#">32.2**</a>	Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
<a href="#">97</a>	Clawback Policy, dated as of September 7, 2023 (incorporated herein by reference to Exhibit 97 of the registrant's Annual Report on Form 10-K filed with the Commission on April 3, 2024).
101*	The following materials from Titan Machinery Inc.'s Annual Report on Form 10-K for the year ended January 31, 2026 formatted in XBRL (Extended Business Reporting Language): (i) the Consolidated Balance Sheets as of January 31, 2026 and 2025, (ii) the Consolidated Statements of Operations for the fiscal years ended January 31, 2026, 2025 and 2024, (iii) the Consolidated Statements of Comprehensive Income for the fiscal years ended January 31, 2026, 2025 and 2024, (iv) the Consolidated Statements of Stockholders' Equity for the fiscal years ended January 31, 2026, 2025 and 2024, (v) the Consolidated Statement of Cash Flows for the fiscal years ended January 31, 2026, 2025 and 2024, and (vi) the Notes to the Consolidated Financial Statements.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document

No.	Description
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

---

\* Filed herewith

\*\* Furnished herewith.

# Indicates management contract or compensatory plan or arrangement.

† The annexes to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Company agrees to furnish supplementally a copy of all omitted schedules to the SEC upon its request.

**ITEM 16. FORM 10-K SUMMARY**

Not applicable.



The registrant has omitted signatures to this agreement, it will be furnished supplementally upon request by the SEC.



## **CNH Australia and New Zealand**

### **Dealer Agreement**

**CNH Industrial Australia Pty Limited  
ACN 000 031 130**

or

**CNH Industrial New Zealand Limited  
Company Number 8275363**

**J.J. O'Connor & Sons Pty Ltd  
ABN 33 005 242 142**

**GUARANTOR(S)  
Detailed in Annexure C**

## Contents

Agreement Structure	3
Schedule 1	4
Schedule 2 – By Location	5
The Terms and Conditions	6
1 Purpose	6
2 Appointment	6
3 Term and renewal	7
4 Products	8
5 Orders, Prices, Delivery, Sales, Product Improvement and Transfer	9
6 Parts	13
7 Payments to CNH	13
8 Dealer General Obligations	14
9 Dealer warranties	19
10 CNH covenants and obligations	19
11 Training	20
12 Dealer Performance and Minimum Performance Criteria	20
13 Comply with Laws and Pay Rates and Fees	22
14 Dealer Standards	23
15 Location	23
16 PMA	24
17 Marketing and promotion	24
18 Dealer Principal	26
19 Intellectual Property	26
20 Confidential information	27
21 Customer Information	27
22 Reports, Accounts and Auditing	28
23 CNH Transfer and assignment	30
24 Notice of Intention to Sell and Assignment of Agreement	31
25 Termination	32
26 Obligations at the end of the Agreement	35
27 Restraint	37
28 Dispute handling procedure	39
29 Guarantee and indemnity	39
30 Indemnity	40
31 Trust and partnership provisions	41
32 Goods and services tax	43

33 Force majeure – unforeseen events causing delay 44

34 General provisions 44

35 Definitions and Interpretation 45

36 Interpretation 52

Annexure A – Brand Names and Trademarks

Annexure E – Other Agreements

Annexure B – Brand Names Products Parts & Locations

Annexure F – Competing Products

Annexure C – Guarantors

Annexure G – Prime Marketing Area

Annexure D – Special Conditions

Annexure H – Secondary Storage Locations

### **Agreement Structure**

1. This Agreement comprises the Agreement Structure, Schedule, the Terms and Conditions and the Annexures. The parties to this Agreement are the parties described as CNH, the Dealer and the Guarantor/s in the Schedule. Capitalised terms in this Agreement are as defined in clause 35 of the Terms and Conditions.
2. CNH distributes a range of agricultural machinery and equipment via a network of Authorised CNH Dealers. The Dealer and Guarantor have requested, and CNH has agreed to appoint the Dealer to promote, sell and service Products and Parts.
3. This Agreement sets out the terms and conditions on which the Dealer is granted the right by CNH to conduct a CNH Business. This Agreement replaces the Prior Agreement(s) described at Item 12 of Schedule 1.
4. The Dealer and the Guarantor/s understand that by signing this Agreement electronically they will be deemed to have read, understood and agreed to all of the terms and conditions of this Agreement.
5. The Dealer is granted the right to operate a CNH Business using the Brand Names, Image, System and other Intellectual Property in the Prime Marketing Area (**PMA**) for the Term and on the terms and conditions set out in this Agreement.
6. The Guarantor/s unconditionally and irrevocably guarantees to CNH prompt performance of all of the obligations of the Dealer contained or implied in this Agreement and indemnifies CNH against any loss incurred by CNH as a consequence of breach of the Agreement by the Dealer.
7. The Dealer must only operate the CNH Business at the Location in the PMA.
8. To make it clear that the Dealer operates a CNH Business, the Dealer must fit out the Location and display the Brand Names and Intellectual Property in the manner prescribed by CNH and must at all times comply with the terms and conditions of this Agreement, including the Dealer Standards.
9. The Dealer must make it clear that it operates a separate business and is independent of CNH.
10. The Dealer must comply with all mandatory requirements for CNH Businesses that are described in the Dealer Standards or in policies issued by CNH in writing from time to time. Such requirements and policies

are intended to detail brand and operational requirements and do not conflict with any provision of this Agreement.

**I have read and understand this Agreement and agree to comply with the obligations set out above**

Signature:  
Name:

Signature:  
Name:

### **Schedule 1**

<b>Item 1</b>	<b>CNH</b>	<b>For Australia:</b> CNH Industrial Australia Pty Ltd ACN 000 031 130 of 31-53 Kurrajong Rd, St Marys NSW 2760 <b>For New Zealand:</b> CNH Industrial New Zealand Limited Company Number 8275363 care of Denton Kensington Swan, 18 Viaduct Harbour Avenue, Auckland Central, New Zealand 1010
<b>Item 2</b>	<b>Dealer</b>	J.J. O'Connor & Sons Pty Ltd ABN 33 005 242 142 of 423 Western Highway Horsham VIC 3400  If the Dealer is a partnership the following details apply: (a) Partners means [insert partners forming the partnership]. (b) Partnership means the partnership constituted by the Partnership Agreement as varied from time to time. (c) Partnership Agreement means the agreement entered into between the Partners setting out the terms and conditions of the Partnership.
<b>Item 3</b>	<b>Guarantor(s)</b>	Name and residential address of each Guarantors are included as <b>Annexure C</b>
<b>Item 4</b>	<b>Dealer Principal</b>	Aaron Cordy of 26 Felgate Parade Vermont South VIC 3133
<b>Item 5</b>	<b>Commencement Date</b>	January 1, 2026
<b>Item 6</b>	<b>Term</b>	5 years from the Commencement Date
<b>Item 7</b>	<b>Further Term</b>	5 years, subject to the Business Review

<b>Item 8</b>	<b>Brand Name, Products, Parts and Location</b>	Applicable brand/s Products Parts and Location(s) are included as <b>Annexure A – Brand Names and Trademarks</b> <b>Annexure B - Brand Name, Products, Parts and Location</b>
<b>Item 9</b>	<b>Restraint Period:</b>  <b>Restrained Business:</b>  <b>Restraint Area:</b>	each of the following separate periods: (a) the duration of this Agreement; and (b) 12 Months after the transfer, expiration or termination of this Agreement.  has the meaning given to that term in clause 8.2(2).  each of the following separate areas: (a) within 100kms of the PMA; and (b) within the PMA.
<b>Item 10</b>	<b>Technology Fee</b>	The fee set by CNH in accordance with clause 8.1(14) of this Agreement. As at the date of this Agreement the Technology Fee is <b>Nil</b> .
<b>Item 11</b>	<b>Special Conditions</b>	Special Conditions are included as <b>Annexure D</b>
<b>Item 12</b>	<b>Prior Agreement</b>	<b>Prior Agreement(s) dated 04 Dec 2018 01 Nov 2025</b>
<b>Item 13</b>	<b>Other Agreements</b>	Details of other brands the dealer sells pursuant to agreements with other manufacturers are included as <b>Annexure E</b>
<b>Item 14</b>	<b>Competing Products</b>	Details for competing products for which CNH has provided its prior written consent are included as <b>Annexure F</b>

### **Schedule 2 – By Location**

<b>Item 1</b>	<b>Location</b>	Location(s) are included as <b>Annexure B</b>
<b>Item 2</b>	<b>Secondary Storage Location</b>	<b>Annexure H</b>
<b>Item 3</b>	<b>Brand Name</b>	Brands by Location are included as <b>Annexure B</b>
<b>Item 4</b>	<b>Products</b>	Products by Location are included as <b>Annexure B</b>
<b>Item 5</b>	<b>PMA</b>	<b>Annexure G</b>
<b>Item 6</b>	<b>Special Conditions</b>	Special Conditions are included as <b>Annexure D</b>

## **The Terms and Conditions**

### **1 Purpose**

1.1 The purpose of this Agreement is to:

- (1) grant the Dealer the right to carry on a CNH Business for the Term that will provide the Dealer with a high-quality range of agricultural machinery and associated products, and access to best practice commercial and marketing plans; and
- (2) set out the terms and conditions that apply to the Dealer's operation of the CNH Business, including the standards expected of the Dealer as a CNH Dealer.
- (3) **(Purpose)**.

1.2 To achieve the Purpose, the Dealer must:

- (1) comply with the terms of this Agreement;
- (2) act in a way that enhances the goodwill associated with the Network;
- (3) use best endeavours to achieve the performance standards agreed in the then current Business Plan;
- (4) deliver customer satisfaction and customer experience standards that meet customer expectations in respect of the provision of the Products, Services and Parts;
- (5) adopt industry best practice on a continuous basis throughout the Term to win and retain customers;
- (6) implement and maintain a consistently high standard and professional process for all customer dealings, including by abiding by the Dealer Standards; and
- (7) build strong business relations based on mutual trust, respect and fairness.

1.3 CNH commits to assisting the Dealer achieve the Purpose by fulfilling its obligations as provided for in clause 10.

1.4 This Agreement does not create any employment, agency, partnership, fiduciary or other relationship other than a franchise relationship between independent business proprietors. The parties further acknowledge that the purpose of this Agreement is not to provide the Dealer with any guaranteed or projected income or return on investment, or any ongoing right to operate the CNH Business after the Agreement ends.

### **2 Appointment**

2.1 If the Prior Agreement has not been terminated, this Agreement terminates the Prior Agreement by mutual agreement effective immediately.

2.2 On termination of the Prior Agreement CNH grants the Dealer the non-exclusive right to operate as an authorised CNH Dealer and to operate the CNH Business using the Brand Names, System, Image and Intellectual Property to sell the Products and Parts at the Location(s) within the PMA.

2.3 The Dealer is appointed (as contemplated in clause 2.2) to operate a CNH Business at the Locations and can offer the Brand Names and Products, Services and Parts that are specified in each of the Schedules.

2.4 The Dealer accepts this appointment and agrees that the relationship between CNH and the Dealer is governed by the terms of this Agreement, the Dealer Standards and the Related Agreements.

2.5 The rights granted to the Dealer under this Agreement are personal to the Dealer and do not include the right to sub-franchise or sub-contract its obligations under this Agreement.

2.6 The Dealer acknowledges that this Agreement does not confer upon the Dealer any right to an exclusive or protective PMA and CNH may appoint additional authorised CNH dealers subject to clause 16.

2.7 The Dealer and Guarantor/s jointly and severally:

- (1) acknowledge that their sole right to use the Brand Names, Trademarks and Intellectual Property is in relation to the operation of the CNH Business;
- (2) accept full responsibility for the establishment, performance and profitability of the CNH Business and acknowledge that CNH has not made any statement, promise or representation concerning the anticipated profitability or success of the CNH Business or in relation to the Location from which the CNH Business is to operate; and
- (3) acknowledges that the information provided to CNH in applying for its appointment as a Dealer is accurate in every respect and undertakes to promptly advise CNH of any change.

2.8 The Dealer Parties acknowledge and agree that they received a copy of the Code, the Disclosure Document (if required) and this Agreement at least 14 days prior to signing this Agreement.

2.9 The rights granted to the Dealer under this Agreement are granted on the condition that the Dealer must not:

- (1) re-supply Products and Parts to a non-authorised reseller or to a customer outside of Australia or New Zealand (as the context requires); and
- (2) acquire any Products and Parts directly or indirectly from CNH dealers not resident in Australia or New Zealand (as the context requires) unless otherwise approved by CNH.

2.10 CNH reserves the right to sell, lease, transfer (or procure or negotiate terms for the sale, lease or transfer of) Products and Parts directly to the following:

- (1) any government or government agency including local government;
- (2) educational and charitable institutions;
- (3) companies and businesses designated as Key Accounts in accordance with this Agreement; and
- (4) any of CNH's officers, employees, agents or contractors.

### **3 Term and renewal**

#### **3.1 Term**

- (1) This Agreement commences on the Commencement Date and continues for the Term unless it ends sooner in accordance with this Agreement.
- (2) If the Dealer terminates this Agreement in accordance with the cooling off provisions of the Code, CNH will return to the Dealer all payments it has made to CNH under this Agreement (if any) within 14 days.

#### **3.2 Option for the Further Term**

- (1) CNH grants to Dealer a conditional option to enter into a new dealer agreement with CNH for the Further Term (**Option**).
- (2) Prior to the commencement of the final 12 months of the Term, the Dealer must give CNH written notice advising of its intention to exercise or not to exercise the Option, and if does wish to exercise the Option it must also provide CNH with the Strategic Business Plan along with such notice.

### 3.3 Conditions of exercise for Further Term Option

- (1) The Dealer's Option is subject to each of the following conditions being satisfied:
  - (1) Dealer complying with the requirements set out in clause 3.2(2);
  - (2) CNH and the Dealer, acting reasonably, agreeing to the context of the Strategic Business Plan;
  - (3) at the date of giving the notice of the exercise of the Option and at the end of the Term, there is no breach of this Agreement or any Related Agreements by the Dealer Parties that has not been remedied or is within the allowable remedy period contemplated in clause 25.1;
  - (4) the Dealer having not been in repeated or persistent breach of this Agreement or any Related Agreement (whether remedied or not) during the Term;
  - (5) the Dealer having consistently met the Minimum Performance Criteria during the Term;
  - (6) the Dealer has paid to CNH all amounts owed by it under this Agreement;
  - (7) the Dealer establishes to the satisfaction of CNH that:
    - (a) it maintains and is not in breach of its Occupancy Right to the Location; and
    - (b) the existing or reasonably projected financial position or solvency of the Dealer will enable the Dealer to comply with its obligations under this Agreement during the renewed term; and
    - (c) the Dealer, the Dealer Principal, any Guarantor or any employee of the Dealer has not engaged in conduct materially prejudicial to the goodwill or reputation of CNH, the Brand Names and Trademarks, Intellectual Property or the Network.

3.4 For the avoidance of any doubt, if there is no Further Term specified in this Agreement then Dealer acknowledges that CNH has discretion as to whether the Agreement is extended or a new agreement is offered.

3.5 If CNH permits the Dealer to continue operating the CNH Business after the expiry of the Term, the rights under this Agreement continue on the same terms and conditions so far as applicable to a monthly franchise which may be terminated by either party giving to the other 1 month's written notice (or such other period as required by the Code).

## 4 Products

4.1 The Dealer is granted the right to sell the Products in its CNH Business.

4.2 Subject to clause 4.3, CNH may, acting reasonably, add new Products and/or restrict or discontinue the Products that the Dealer or the Network is able to or required to sell after giving 30 days' notice to the Dealer and where appropriate consulting with the Dealer and/or the Network. CNH will act in good faith and not arbitrarily, capriciously or unconscionably.

4.3 If a new Product is introduced in accordance with this clause that is competitive with an existing product offered by the Dealer as part of the Competing Products to which CNH has previously consented, or its Other Agreements the Dealer will not be in breach of any clause of this Agreement provided the Dealer works collaboratively with CNH as follows:

- (1) CNH and the Dealer will discuss the circumstances, and the Dealer will reasonably consider if the new Product can be sold in place of the existing competitive product;
- (2) The Dealer must have regard to the interests of customers in the Territory and the Network, and whether they will be better served by the Dealer selling the new Product;
- (3) CNH and the Dealer will work collaboratively and acting reasonably to try and find a means for the Dealer to sell the new Product; and
- (4) CNH reserves the right at any time to resolve the matter unilaterally by not supplying the new Product to the Dealer. Such decision shall not result in either party being in breach of this Agreement.

4.4 CNH may allocate Products between Dealers at its sole discretion.

- 4.5 In order to purchase and sell Products, the Dealer must:
- (1) purchase and maintain all required Parts to be able to service and repair the Products;
  - (2) purchase and maintain all reasonably required service tools to be able to service and repair the Products; and
  - (3) commit to Product, service and repair training for all Products where training is offered by CNH, prior to ordering and selling those Products.
- 4.6 CNH may, acting reasonably, modify the specifications, construction, design, features and/or colour of the Products at any time. The parties acknowledge that this flexibility is required due to CNH being a part of a global supply chain where decisions are made for manufacturing efficiency or other reasons or that impact regions outside Australia and or New Zealand and CNH must be able to pass changes onto its dealers.
- 4.7 In respect of the sale and delivery of Products and Parts to Dealer, CNH or its applicable Related Entity excludes, to the extent permissible by law, all warranties in respect of the Products or Parts with the exception of those set out in the Sale Terms.
- 4.8 For the avoidance of doubt, where CNH removes or discontinues a Product, unless otherwise notified by CNH, Dealer is permitted to continue to sell that Product to Customers on the terms of this Agreement until Dealer's inventory and stock-on-hand of that Product is depleted.

## 5 Orders, Prices, Delivery, Sales, Product Improvement and Transfer

### 5.1 Orders

- (1) It is a condition of this Agreement that the Dealer place orders for Products and Parts with CNH, in accordance with the Dealer Standards and the Related Agreements. For the avoidance of any doubt, the Inventory Finance Agreement is a Related Agreement, and any breach of its terms are a breach of this Agreement.
- (2) The Dealer must ensure that if the Inventory Finance Agreement provided to the Dealer in relation to the CNH Business is terminated (including where the financier permits the borrower to repay the debt on terms as part of the termination or cessation of the facility) (**Facility Event**), without immediately being replaced by an equivalent accommodation, then the Dealer must immediately notify CNH in writing.
- (3) For the avoidance of any doubt, Dealer must notify CNH in writing about any Facility Event as soon as reasonably practicable after becoming aware of the occurrence of the Facility Event or potential for a Facility Event to occur.
- (4) Subject to the cancellation processes set out in clause 5.1(5), all orders placed by the Dealer are generally irrevocable (but may be varied by written agreement with CNH) and are subject to acceptance by CNH or its Related Entity. CNH or its Related Entity may:
  - (a) Accept or reject an order from the Dealer in whole or part;
  - (b) Refuse to supply Products and Parts if the:
    - (i) Dealer is in breach of this Agreement or a Related Agreement; or
    - (ii) Dealer fails to pay any moneys due to CNH, a Related Entity, any payments due under a Related Agreement or any of its suppliers (on time or at all).
- (5) Before commencement of the Frozen Period, the Dealer may modify or cancel any order for Products.
- (6) After the commencement of the Frozen Period, an order for Products may only be cancelled with the consent of CNH after CNH receives a reasonable request from the Dealer in circumstances where:
  - (a) CNH materially changes the price of the Product after the commencement of the Frozen Period;
  - (b) CNH changes the configuration or specifications of the Product after the commencement of the Frozen Period; or

- (c) CNH fails to meet the delivery date as confirmed by the relevant CNH factory by more than 6 months for that Product.
- (7) When considering a request made under clause 5.1(6), CNH will act reasonably and will take into account:
  - (a) whether the Dealer or its Customers suffered or are likely to suffer material detriment with respect to the circumstances described in clauses 5.1(6)(a), 5.1(6)(b) or 5.1(6)(c);
  - (b) whether the order was a unique or custom order specifically ordered only for the Dealer and/or a Customer; or
  - (c) any other consideration CNH determines is reasonable.
- (8) CNH will provide reasons to the Dealer for any decision made under clause 5.1(7).

## 5.2 Prices

- (1) All purchase orders submitted by Dealers for Products or Parts, and which are accepted by CNH or a Related Entity are subject to CNH's applicable Sale Terms, prices payable by the Dealer and discounts which are published, as at the date the order is submitted, and as otherwise set out in the Dealer Standards. To the extent of any inconsistency between this Agreement and the Sale Terms, this Agreement prevails.
- (2) Notwithstanding anything to the contrary in this Agreement, Sale Terms, Related Agreements, or the Dealer Standards, the Dealer is free at its discretion to sell Products and Parts at any price it chooses and is not restricted in any way by recommended retail prices.
- (3) CNH may change the prices and discounts of Products and Parts at any time, and for changes in prices it will use all reasonable endeavours to give not less than 10 Business Days prior written notice to the Dealer.

## 5.3 Delivery

- (1) CNH or its Related Entities shall use all reasonable commercial endeavours to ship Products promptly but shall not be liable for failure to ship on time or fill orders if:
  - (a) it is unable to do so for reasons beyond its reasonable control; or
  - (b) the demand for any Products exceeds CNH's available supply.
- (2) Dealer will be either invoiced or CNH Capital will issue a bailment note at the time the Products or Parts are released to the first carrier in Australia or New Zealand in accordance with the Dealer Standards, and bear all risk from that time, and as otherwise prescribed by the terms of the Inventory Finance Agreement.

## 5.4 Title

- (1) Unless otherwise agreed in writing, property and title in the Product does not pass to Dealer until Dealer has paid for the Product in full and in cleared funds, and as otherwise prescribed by the terms of the Inventory Finance Agreement.
- (2) Where Dealer takes delivery of the Products prior to making full payment, Dealer will, until full payment is made:
  - (a) hold the Products as bailee for CNH or a Related Entity and as otherwise prescribed by the terms of the Inventory Finance Agreement;
  - (b) keep the Products in good order;
  - (c) repair the Products where necessary and in accordance with the Dealer Standards; and
  - (d) not allow the Products to be misused, abused, altered or involved in any accident. In the event this does occur, the Dealer must promptly repair the Products in order to restore them to be in good working order at the Dealer's cost.
- (3) If a Product the subject of clause 5.4(2) is sold to a customer then the Dealer must notify CNH and follow the process set out in the Dealer Standards and as otherwise prescribed by the terms of the Inventory Finance Agreement.

## 5.5 Maintenance and Insurance

- (1) Whilst the Products (and any demonstrator machines or equipment) are in the Dealer's possession, the Dealer must:
  - (a) maintain Products in good working order;
  - (b) undertake all reasonable steps to ensure that the Products do not experience any deterioration.
- (2) Unless otherwise agreed in writing, the Dealer shall insure the Products from the time the Products are released to the first carrier in Australia or New Zealand in accordance with the Dealer Standards until sold to a third party for their full invoice value noting the interest of CNH (if any), including as required under the Inventory Finance Agreement; only if the Products are not otherwise insured by CNH Capital under that agreement.
- (3) The Dealer must promptly upon CNH's request produce evidence of insurance as is required and is satisfactory to CNH.

## 5.6 Location of Products

- (1) All Products that are in the possession of Dealer where CNH (or its Related Entity) holds title to the Products must at all times remain at the Location or Secondary Storage Location except in respect of Parts which may be reasonably stored in service vehicles.
- (2) Subject to the prior written consent of CNH (and any reasonable conditions of consent imposed by CNH on the Dealer in providing its consent), the Dealer may use Products to demonstrate their capability to potential customers on the terms of this Agreement.

## 5.7 Enter Location

- (1) CNH or a Related Entity of CNH may enter Locations at any time during business hours after providing reasonable notice to inspect:
  - (a) or take possession of any Products or Parts which are the property of CNH; and/or
  - (b) any part of the Products, invoices, reports of sales and used units traded in and all books and records relating to any Products or Parts including warranty claims and servicing records at the Location. For the avoidance of doubt, this inspection right only applies to the CNH Business.

## 5.8 Transfer

- (1) The Dealer may transfer Products to another Dealer in accordance with the Dealer Standards.
- (2) If the Product is held pursuant to the Inventory Finance Agreement, CNH or its Related Entity may require Dealer to transfer Products to another Dealer in accordance with the Dealer Standards. For the avoidance of doubt, this clause does not apply to a Product that has already been sold to a Customer of the Dealer.
- (3) Where Dealer refuses to comply with a requirement made pursuant to clause 5.8(2) and the Product has not yet been paid for Dealer must pay CNH or its Related Entity for the Product in full immediately.

## 5.9 Notification of Sales

The Dealer must:

- (1) report to CNH immediately following the sale and delivery of a Product to a customer providing all details that CNH requires including the model, serial number, date of sale and delivery and the name and address email address and phone number of the customer; and
- (2) ensure that CNH receives a properly completed and signed application by the customer for warranty registration in respect of all Products that the Dealer sells.

## 5.10 Lost sales

Subject to any Privacy Laws and spam Laws, the Dealer must notify CNH, upon request in a form reasonably required by CNH, immediately of all Lost Sales within the PMA including all available details

concerning the name and address and phone number of the customer, machine and model proposed to be purchased, price and the reason as to why the sale was lost.

#### 5.11 Product Improvement

- (1) From time to time, CNH will notify the Dealer specifications for modifications, improvements or repairs to be carried out to Products.
- (2) The Dealer will use all reasonable endeavours to carry out these modifications, improvements or repairs to all Products requested by CNH. CNH will specify the compensation it will pay the Dealer to carry out the modifications, improvements or repairs. For the avoidance of any doubt if compensation is payable such amount will be determined in line with the rates published by CNH from time to time.
- (3) All modifications, alterations, fitment of accessories, equipment or bodies on all Products must comply with the Dealer Standards and the CNH operators' manual applicable to the specific model.
- (4) The Dealer will not make any other modifications to the Products or packaging or labelling for any Products unless CNH approves of the modification in writing.
- (5) The Dealer will not modify or remove any warning labels that CNH has caused to be affixed to the Parts or Products.
- (6) The Dealer irrevocably indemnifies CNH from and against any loss, liability, cost or damage that CNH may suffer as a result of the Dealer's failure to comply with its obligations under this clause 5.11 except that the Dealer is not obliged to indemnify CNH against any loss, liability, cost or damage incurred by CNH arising from acts or omissions of CNH.

#### 5.12 Used Products

- (1) The Dealer must comply with all Laws applicable to the sale and service of used Products including those relating to safety, emissions and customer service.
- (2) The Dealer agrees to inspect and perform a risk assessment of all used Products coming into its possession and repair such used Product to a safe condition and ensure that any safety mechanisms, guards and decals that were originally part of the Product or as subsequently recommended by CNH or as required by Law are applied to the Product before being sold to a customer, at the Dealer's cost.

#### 5.13 Warranty

- (1) The Dealer must carry out In Warranty Servicing in the PMA for all Products regardless of where or by whom such Products were sold to a customer and otherwise as reasonably specified in the Dealer Standards, unless otherwise agreed by CNH.

## 6 Parts

#### 6.1 Parts Guide

Dealer must comply with the Dealer Standards including the Dealer Parts Operating Guide with respect to the sale and supply of Parts from the CNH Business.

#### 6.2 Inventory

- (1) Dealer will maintain a level and type of Parts inventory reasonably sufficient to meet customer demand in the PMA.
- (2) CNH may refuse to supply any Product to the Dealer where CNH believes the Dealer has failed to stock Parts required by CNH as necessary to adequately service and repair a Product.

#### 6.3 Genuine Parts

- (1) The Dealer must not represent as genuine service or replacement parts for the Products parts and oils which are not Genuine CNH Parts.

- (2) Except as otherwise instructed by CNH in writing, the Dealer will only use Genuine CNH Parts obtained from CNH or CNH's authorised suppliers in performing In Warranty Service or other CNH required after sales services.
- (3) Subject always to the application of any Laws, any breach of clause 6.3(2) will relieve CNH of any obligation to reimburse the Dealer for In Warranty Servicing or other CNH required after sales services.
- (4) The Dealer will encourage customers to only purchase Genuine CNH Parts where available for use on or with Products.
- (5) If Dealer supplies third party parts for use on Products, the Dealer must advise the customer that the parts are not Genuine CNH Parts, and the Dealer will assume full responsibility for any breach of a CNH Warranty or any loss or damage which is caused by or due to such part or parts.

## 7 Payments to CNH

### 7.1 The Dealer must pay CNH:

- (1) the Cost of attending training seminars in accordance with clause 11;
- (2) the Technology Fee in accordance with clause 8.1(14); and
- (3) all other fees and Costs in accordance with the Dealer Standards,

by:

- (4) direct debit into an account nominated by CNH and notified to the Dealer; or
- (5) in accordance with the terms of the relevant invoice or the Inventory Finance Agreement,

when due, without set-off, counterclaim, withholding or deduction. If the Dealer fails to pay any amount to CNH, the Dealer must pay interest on that amount at the Interest Rate calculated from the date the amount should have been paid until payment is made. Interest accrues daily, may be capitalised by CNH and is payable on demand, subject always to the application of clause 28 (dispute handling procedure).

## 8 Dealer General Obligations

### 8.1 The Dealer must:

- (1) at all times in the conduct of the CNH Business comply with, and procure that its employees, contractors, agents operating for or on behalf of the CNH Business comply with the System and meet the Standards as specified in this Agreement and the Dealer Standards;
- (2) use its best endeavours to sell and service the Products within the PMA. To achieve this, Dealer agrees at a minimum to:
  - (a) maintain an inventory at each Location of those Products suitable for the geographic area where the Location is situated and adequate in relation to the sales and service potential for such area;
  - (b) maintain an inventory of all special tools required to service the Products as CNH reasonably directs in order to service the Products properly and safely;
  - (c) to the extent permitted by Law, contact all actual and potential customers that Dealer has saved in the applicable customer database in the PMA on a regular and frequent basis to promote the Products and maintain adequate sales control through use of individual performance measures, a call report system and any other management tools CNH recommends from time to time;
  - (d) Dealer will use its reasonable efforts to participate in a customer relationship management and data warehouse project with the aim of effectively gathering and consolidating data in respect of customers of the Products;
  - (e) Implement the customer management processes CNH requires from time to time to maximise and monitor Customer satisfaction.

- (f) employ sufficient and adequately trained Workers and send them, at the Dealer's expense, to CNH training courses as reasonably required from time to time to ensure the Dealer's Workers can safely use, sell and service the Products and Parts (as applicable to the Workers job description and responsibilities);
- (g) invest and maintain sufficient working capital in accordance with the Business Plan and/or the Strategic Business Plan;
- (h) meet CNH standards including pre-delivery, delivery and after-delivery requirements for all Products in accordance with the Dealer Standards;
- (i) comply with and uphold the Related Agreements;
- (j) render prompt, workmanlike, courteous and willing service, including In Warranty Servicing and, where reasonable to do so, Out of Warranty Servicing, with respect to all Products for which service and repair work is requested by Customers, regardless of where and by whom the Products were sold;
- (k) sell the Products subject to:
  - (i) retail terms substantially in conformity with the Sale Terms defined in the Dealer Standards; and
  - (ii) the CNH Warranty as amended from time to time;
- (3) notify CNH promptly of any reports made to it of accidents, incidents, damage or injuries involving Products or Parts or any service and repair work undertaken in relation to the Products and Parts, and must provide CNH such information that it may possess concerning the existence of any failure or malfunction of any Product or Part; and
- (4) meet any other reasonable standards of performance CNH requires from time to time in accordance with the Dealer Standards;
- (5) provide Reports to CNH in the manner required by CNH, including in accordance with clause 22;
- (6) participate in and comply with any benchmarking and marketing programs established by CNH at the reasonable request of CNH, provided that the Dealer has been provided with reasonable notice of such request;
- (7) at all times hold and undertake all actions necessary to maintain all licences required for the CNH Business for each of the Dealer and the Dealer Principal;
- (8) maintain all insurances necessary for the CNH Business, including professional indemnity insurance of not less than five million (\$5,000,000) dollars, public liability insurance of not less than twenty million (\$20,000,000) dollars, insurance covering the service and repair work provided by the Dealer in the CNH Business, Workers compensation insurance, insurance to cover loss or damage to property or the CNH Business, and any other insurance reasonably required by CNH from time to time, and make available to CNH any insurance policy for inspection on request by CNH;
- (9) comply with all Laws and the requirements of any authority in the conduct of the CNH Business;
- (10) take responsibility for, and manage, any complaints, demands or actions made in relation to the Dealer's actions from a regulator to the extent that:
  - (a) such complaint, demand or action is raised directly with CNH or the Dealer; and
  - (b) provided that, if raised with CNH, CNH has provided written notice to the Dealer of such complaint, demand or action (including all applicable details relating to same) with reasonable time for the Dealer to comply with the action required;
- (11) at its own cost, install and maintain (including upgrading) at the Location and otherwise in relation to the CNH Business such electronic equipment, facilities and devices that are compatible with CNH systems, including without limitation, computers, modems, scanners, printers, Internet services and service providers, programmes, website, and other equipment and software, cyber security software, security measures and core platforms as may from time to time be reasonably prescribed by CNH;

- (12) notify, and obtain the prior written consent of CNH, prior to implementing or using any new technology and/or software (including but not limited to artificial intelligence) in the CNH Business. The Dealer must ensure any new technology and/or software is compatible with CNH systems and must comply with any direction given by CNH in relation to the implementation or usage of any technology and/or software in relation to the CNH Business;
- (13) at its own cost attend and actively participate in, and procure that its employees and staff attend and actively participate in:
  - (a) any conferences required by CNH;
  - (b) any training if required by CNH in accordance with clause 11 of this Agreement; and
  - (c) any other events involving the Network as reasonably required by CNH.
- (14) pay the Dealer's share of the cost of providing software, access, technology or services to the Network. CNH will act reasonably in determining what is required and will consult with the Dealer or representatives of the Dealer in relation to such items. After the end of the Term, CNH shall be entitled to set the Technology Fee as an annual fee, for the Further Term, as the Dealer's share of the costs of providing the technology services to the Network and notified to the Dealer in writing from time to time. The Technology Fee may be a fixed or variable fee, an agreed proportion of costs or a mix of methods as reasonably determined by CNH from time to time. The Dealer acknowledges that the Technology Fee may not represent the exact cost of providing access to technology or systems or services to any individual Dealer and is intended to be a mechanism for allocation of costs across the Network. Similarly, the Technology Fee is payable irrespective of whether the Dealer chooses to use or access available software, technology or services. Although CNH expects that the Technology Fee notified to apply in any period will be fixed for that period CNH reserves the right to increase the Technology Fee if the Dealer by a reasonable amount that reflects any inordinate or excessive use by the Dealer or unforeseen additional cost of providing software, access, technology or services;
- (15) comply with CNH's reasonable requirements with respect to computer hardware, software and communication modes and any other related matters to ensure Dealer operates with a technology platform compatible with the platform CNH operates from time to time and the monitoring of customer machine statistics if telematic software has been installed in the Product.
- (16) license software and lease hardware from CNH, or a third party approved by CNH (acting reasonably) to ensure compatibility with the CNH platform comply with the terms of any lease, sublease or licence in relation to the Location;
- (17) provide, and cause its employees to provide prompt, courteous and efficient service to all customers;
  - (18) ensure the CNH Business and Location are open for business to the public at all times during normal business hours. Where the Dealer Principal or the Dealer Parties do not intend to be in attendance at the CNH Business for a period exceeding four (4) consecutive weeks in any year during the Term, they must provide to CNH a minimum of twenty-eight (28) days' notice of their intention to be absent from the CNH Business;
  - (19) not undertake a Change in Control, including granting or Disposing any legal or equitable interest in the Dealer or the CNH Business to any party who is not the director of the Dealer or the Guarantors, without prior written approval of CNH;
  - (20) if requested by CNH, meet with CNH's representatives as directed by CNH at intervals of no less than once every (6) months during the Term to discuss and review compliance by the Dealer with its obligations under this Agreement. Such meetings may include an evaluation of the Dealer's performance against the Minimum Performance Criteria, and any forecasting; and
  - (21) take all reasonable steps to procure that any employee of the Dealer does not engage in any conduct that is dishonest, fraudulent or unethical in the operation of the CNH Business or in any other capacity that may prejudice the goodwill or reputation of CNH or the Network.

## 8.2 Competing Products

- (1) Dealer acknowledges and understands that it has been selected as an authorised dealer of Products to provide its best efforts and full resources for the sale, service and repair of Products and Parts and the promotion of the CNH Business and reputation, and the reputation of Products bearing the Brand Names.

- (2) The Dealer must not during the Term of this Agreement sell or distribute, or allow to be sold or distributed on its behalf, third party products which directly compete with the Products (as determined by CNH acting reasonably) in Australia or New Zealand (**Restrained Business**).
- (3) Notwithstanding the prohibition on the selling and distribution of competitive parts and products in clause 8.2(2), CNH may consent to the Dealer selling and distributing such parts and products, subject to the Dealer agreeing to conditions, including (but without limitation):
  - (a) that the Dealer meets the Minimum Performance Criteria;
  - (b) the consent may be granted for a limited period; and
  - (c) be subject to annual review of Dealer's performance against the Minimum Performance Criteria.
- (4) CNH will only grant its consent in circumstances where Dealer has fully complied with its obligations pursuant to clause 19.

### 8.3 Dealer responsibilities – customers

- (1) When selling Products or Parts, the Dealer will use order forms which contain terms that are consistent with the Sale Terms and, to the extent permitted by Law, must not agree to any condition or warranty or make any representation purporting to be on behalf of CNH as to the Products or Parts other than those set out in the Sale Terms.
- (2) If a Dealer modifies a Product or Part in any way that is beyond the rated capacity of the Product as stated in the operator's manual furnished with the Product or performs any adjustment or assembly not recommended or authorised in the operator's manual to a Product, CNH's Warranty with respect to the modified Product is void and the Dealer must notify a customer in writing that the modified Product has been modified and does not come with a CNH Warranty.
- (3) In accordance with instructions and procedures provided by CNH as may be revised from time to time in the Dealer Standards, the Dealer must perform inspections, adjustments, conditioning installations and service to all Products to ensure the proper operation of the Products prior to delivering a Product to a customer.
- (4) In accordance with the Dealer Standards, the Dealer must complete and deliver to each customer purchasing a Product the correct and current instructions, publications and forms for customers related to the Product being purchased.
- (5) At the time of delivery of a Product, the Dealer must ensure that appropriately qualified employees of the Dealer are made available to instruct the customer in the safe use and operation of that Product and must obtain from the customer written acknowledgment that such instructions have been provided in a form reasonably required by CNH in the Dealer Standards.
- (6) The Dealer must perform all required post-delivery inspections and adjustments to the Products as prescribed by the instructions and procedures provided by CNH in the Dealer Standards.

### 8.4 Customer complaints

- (1) The Dealer must inform CNH in writing of, and promptly act to redress, all Serious Complaints by a customer at the Dealer's cost and in accordance with any relevant provision set out in the Dealer Standards.
- (2) If a complaint is directed to CNH, the complaint will be raised with the Dealer and the Dealer must satisfy and manage the complaint.
- (3) If the Dealer fails to redress a Serious Complaint by a customer within 2 Business Days, CNH reserves the right to and may attempt to redress the complaint.
- (4) If CNH acts to redress a Serious Complaint by a customer due to the failure of the Dealer to satisfactorily redress the complaint, the Dealer must pay the reasonable Costs incurred by CNH in attempting to redress the complaint, but only if the complaint is in respect of negligence or misconduct on the part of the Dealer.
- (5) For the purposes of this clause 8.4, '**Serious Complaint**' means a complaint or complaints that are likely to be prejudicial to the reputation, brand and goodwill of the CNH Franchise, System, Intellectual Property, Brand Name and Trademarks and the Network.

- (6) This clause does not apply to costs associated with addressing/resolving issues with Products themselves.

## 8.5 Brand reputation

- (1) The Dealer Parties must not, and must procure that its directors, Dealer Principals, Workers and other employees of the Dealer do not, act or conduct itself or themselves in a manner that would be detrimental to the name, goodwill, reputation or interest of CNH, the Network, the System, the Intellectual Property or the Brand Names and Trademarks including by engaging in:
- (a) any criminal offence (being any act or omission that, under the criminal law of any Australian jurisdiction, including the Commonwealth, a State, or a Territory, is an offence punishable by imprisonment for five years or more);
  - (b) prejudicing the health or safety of any customer or employee of the Dealer or CNH;
  - (c) any form of sexual harassment, racial vilification or other personal conduct that could bring the reputation of CNH or the Network into disrepute;
  - (d) being in possession of or under the influence of any illegal drug or substance or being intoxicated at the Location or at the time of any business dealings.
- (2) Where the Dealer Parties breach clause 8.5(1) of this Agreement, CNH may:
- (a) issue the Dealer with a written notice in accordance with clause 25.1, indicating the Dealer is in breach of this Agreement; and
  - (b) terminate this Agreement in accordance with clause 25.1.

## 8.6 Internal Disputes

- (1) If the Dealer is a company (in its own capacity or as trustee of any trust) or a partnership the Dealer Parties must ensure that the operation of the CNH Business is not adversely impacted by any dispute between the directors, shareholders, unitholders, beneficiaries or partners (the **Internal Dispute**). If CNH becomes aware of an Internal Dispute and reasonably considers the Internal Dispute is materially impacting on the CNH Business then CNH may require that all directors, shareholders, unitholders, beneficiaries or partners do one or more of the following things:
- (a) provide written confirmation signed by the parties specified by CNH that there is no Internal Dispute;
  - (b) respond in writing to any reasonable questions concerning the operation of the CNH Business or the involvement of any individual in the CNH Business;
  - (c) confirm which individual or individuals have authority to transact with CNH on behalf of the Dealer;
  - (d) require that the Dealer Parties attend a meeting to discuss the Internal Dispute with CNH; and/or
  - (e) proceed with the dispute resolution procedures set out in any shareholders' agreement, trust deed or partnership agreement (as the context requires).
- (2) In the event that CNH reasonably considers that the Internal Dispute will materially prejudice the ongoing operation of the CNH Business or an individual or entity fails to comply with any requirement issued by CNH in accordance with clause 8.6(1) CNH shall be entitled, without prejudice to any other right CNH has under this Agreement, to direct the Dealer to procure within 45 days that one or more shareholders, unitholders, beneficiaries or partners agree to sell their interest in the Dealer for fair market value to one or more other shareholders, unitholders, beneficiaries or partners.
- (3) The Dealer Parties acknowledge and agree that in the event that the Dealer Parties are unable to procure such sale pursuant to clause 8.6(2), this shall constitute a breach of this Agreement, that if not remedied after service of a written notice of breach (compliant with the requirements of the Code for a Dealer in Australia), may result in termination of this Agreement.

## 9 Dealer warranties

9.1 Dealer represents and warrants that:

- (1) it has received a link to the CNH Code of Conduct, it has reviewed it and agrees to be bound by the terms of the CNH Code of Conduct;
- (2) it is familiar with, and will comply in all respects with all laws applicable to CNH's relationship with the Dealer, including but not limited to any applicable domestic and foreign anti-bribery and anti-corruption Laws, anti-money laundering and counter-terrorism financing Laws and unfair competition Laws; and
- (3) it and its principals have not been convicted of, or pleaded guilty to, an offence involving fraud or corruption, and that they are not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.

9.2 The Dealer warrants that:

- (1) all information provided to CNH in relation to its application to become a CNH Dealer is accurate and materially complete; and
- (2) it is not entering into this Agreement as a trustee of a trust, unless it has specifically disclosed this fact to CNH in writing.

9.3 Dealer undertakes to promptly inform CNH of any change in its representations and warranties set out above in this clause 9.

9.4 Dealer acknowledges that it has not relied on any representations of CNH other than those expressly set out in this Agreement and Related Agreements.

## 10 CNH covenants and obligations

10.1 CNH may offer and, if the offer is accepted by the Dealer, shall provide advice, services and/or materials as to the following matters to the Dealer where appropriate:

- (1) the layout and décor of the Location; and
- (2) site selection, lease appraisal and negotiations in respect of the establishment of the Location;
- (3) the management and efficient operation of the Location;
- (4) any on-going training and instructional courses which may be appropriate for the Dealer and/or its employees at the cost in all respects of the Dealer;
- (5) sales technique and general administration;
- (6) provide stationery for use in the CNH Business at the Cost in all respects of the Dealer;
- (7) any improvements in techniques and know-how in relation to the CNH Business;
- (8) provide information and direction in relation to any defects in the Products and Parts that are within the actual knowledge of CNH; and
- (9) any other matter which in the opinion of CNH would be advantageous to the conduct of the CNH Business.

10.2 Other than to the extent addressed elsewhere in this Agreement, CNH may charge a reasonable fee determined by CNH for any or all such obligations, provided such fees are set out in the Disclosure Document or notified in advance in writing to the Dealer.

10.3 The sole obligation of CNH with respect to the supply of advice, services and/or materials shall be to furnish any such advice, services and/or materials to the Dealer in relation to the Location and the CNH Business.

## 11 Training

- 11.1 If required by CNH, the Dealer shall train and shall continue to train during the Term and in accordance with the training programmes prescribed by CNH and to the satisfaction of CNH, at the Dealer's expense, all its employees for or in relation to the CNH Business.
- 11.2 CNH must, at the Dealer's cost, provide such initial and on-going training for such periods and at such locations to the Dealer (and such of its employees as CNH may determine) as in the reasonable opinion of CNH may be necessary for the Dealer to properly and efficiently conduct the CNH Business.
- 11.3 The Dealer will be responsible for all costs relating to their employees attending such training (e.g. accommodation, travel, wages).

## 12 Dealer Performance and Minimum Performance Criteria

### 12.1 Dealer Performance

- (1) The Dealer must operate the CNH Business to meet or exceed the Minimum Performance Criteria specified in the Dealer Standards, for each of the following items:
  - (a) achieving a consistently high standard of customer satisfaction;
  - (b) establishing and maintaining satisfactory Dealership Locations;
  - (c) promoting and selling the Products and Parts to achieve the then current Business Plan;
  - (d) establishing and maintaining satisfactory Servicing and Parts operations; and
  - (e) providing prompt, courteous and effective servicing of the Products and Parts.
- (2) Dealer understands and acknowledges that its compliance with the Minimum Performance Criteria is a fundamental term of this Agreement and the continuance of the mutually beneficial relationship created by this Agreement.
- (3) CNH may change the Minimum Performance Criteria annually following consultation and upon 30 days prior written notice. Changes to the Minimum Performance Criteria will be effective from the commencement of the next calendar year. The Minimum Performance Criteria for Dealers will be consistently applied across the Network and if those criteria are not agreed as part of the Business Plan agreed between CNH and the Dealer, the Minimum Performance Criteria set out in the Dealer Standards will apply.

### 12.2 Evaluation and Performance Reports

- (1) CNH may periodically evaluate the Dealer's performance and provide to the Dealer at least twice a year reports based on its evaluation of the Dealer's performance against the Minimum Performance Criteria.
- (2) Where CNH at any time identifies any Performance Criteria Failure:
  - (a) CNH will discuss that Performance Criteria Failure with the Dealer;
  - (b) that Performance Criteria Failure will be a breach of this Agreement;
  - (c) For the purposes of the discussions between CNH and the Dealer under clause 12.2(2)(a) and otherwise in respect of a Performance Criteria Failure, CNH will execute the performance management process with the Dealer in accordance with the Dealer Standards (if applicable);
  - (d) the Dealer and Dealer Principal must attend a meeting held by CNH, at the Dealer's cost, to discuss the performance of the CNH Business;
  - (e) the Dealer must, if requested to do so by CNH at that meeting, provide CNH with a written explanation for the failure to achieve the Minimum Performance Criteria;
  - (f) the Dealer must, if requested to do so by CNH, set out specific strategies or actions to be taken to address the failure which are acceptable to CNH;

- (g) Upon rectification of any Performance Criteria Failure to CNH's satisfaction, the Dealer must provide CNH with reasonable evidence to assure CNH that a Performance Criteria Failure will not recur;
  - (h) CNH may give the Dealer a breach notice stipulating a date by which the Performance Criteria Failure must be rectified, how it must be rectified and if it is not rectified that CNH will be entitled to terminate this Agreement in accordance with clause 25. The Dealer must take steps to rectify the Performance Criteria Failure as soon as possible but, in any event, no later than the date stipulated in the breach notice.
- (3) If Dealer fails to achieve a satisfactory level of performance in relation to a particular Product or specific equipment in a product line (other than where such failure is caused or materially contributed to by CNH), then:
- (a) the Dealer and Dealer Principal must attend a meeting held by CNH, at the Dealer's cost, to discuss the performance of the CNH Business;
  - (b) the Dealer must, if requested to do so by CNH at that meeting, provide CNH with a written explanation for the failure to achieve the Minimum Performance Criteria.
  - (c) the Dealer must, if requested to do so by CNH, set out specific strategies or actions to be taken to address the failure which are acceptable to CNH.
- (4) If the process set out in clause 12.2(3) does not resolve the Dealer's level of performance in relation to a particular Product or specific equipment in a product line, and the Dealer fails to meet the requirements under its then current Business Plan, then CNH may at its sole discretion (in addition to the other rights and remedies available to CNH under this Agreement) on 90 days' prior notice remove:
- (a) that Product line or equipment from Annexure B in which event Dealer shall cease to be authorised to promote or sell that Product line or equipment under this Agreement.
  - (b) a postcode or a number of postcodes from Dealer's PMA and reassign them to another dealer. In such event Dealer shall cease its activities relating to sales and service of Products in the removed postcode location.
- (5) CNH may at any time unilaterally:
- (a) extend the date on which a Breach Notice given under this clause 12.2 will expire; or
  - (b) withdraw a Breach Notice;
  - (c) in each case by further written notice to the Dealer.

### 12.3 Business Plan

- (1) The Dealer must prior to the commencement of each year during the Term provide to CNH an annual Business Plan incorporating the proposed sales forecasts; sales, marketing and promotional activities and such other details as CNH may reasonably require for the CNH Business, at least 30 days before the commencement of the relevant year, for review by CNH.
- (2) CNH and the Dealer may meet to discuss the Business Plan (**Review Meeting**).
- (3) If the parties conduct a Review Meeting, then the Dealer must within 14 days after the Review Meeting submit to CNH a revised business plan incorporating the agreed outcomes from the Review Meeting.
- (4) If the parties fail to agree:
  - (a) sales targets to be included in the Business Plan, then such sales targets will be set in accordance with the Minimum Performance Criteria; and
  - (b) on any other aspects of the Business Plan, either party may refer the dispute to dispute resolution in accordance with clause 28.

## 13 Comply with Laws and Pay Rates and Fees

13.1 The Dealer must (as applicable in the country in which the Location is located):

- (1) observe and otherwise comply with, at its own expense, all Laws, regulations, by-laws, notices, directions, orders, requirements or demands of any government, municipal or other authority affecting the CNH Business;
- (2) pay all taxes, rates, charges, registration and fees properly imposed by governmental and semi-governmental authorities; and
- (3) comply with all applicable employment legislation and employment awards and all requirements in relation to employee superannuation, WorkCover, ACC, and Worker entitlements.

### 13.2 Dealer's Workers

- (1) The Dealer must:
  - (a) enter into a written contract with each of its Workers and, to the extent permitted by Law, must provide a copy of each such contract to CNH upon request where CNH requires it for compliance, audit or investigatory purposes;
  - (b) ensure that it is clear that its Workers are not employed by CNH; and
  - (c) ensure that it is clear that any data accessed or used by Workers is the property of the Dealer and CNH.
- (2) The Dealer must comply with all workplace relations laws in the applicable jurisdiction. Without limitation, the Dealer must pay all costs associated with its Workers, including but not limited to:
  - (a) remuneration, personal/carer's leave, annual leave, long service leave and other employment related entitlements, including termination payments (as applicable);
  - (b) workers' compensation insurance premiums and/or ACC levy (as applicable); and
  - (c) superannuation and fringe benefits tax,

in accordance with all applicable Laws, relevant legislation, industrial instruments, including modern awards and common law contracts.

- (3) The Dealer must deduct and remit all relevant employment related taxes, including but not limited to PAYG, PAYE (or other income tax instalment deductions), and payroll tax (if applicable).
- (4) The Dealer must maintain certificates and registration under relevant employees' health and safety and workers' compensation laws in respect of all Workers.
- (5) The Dealer, and its officers, are solely responsible for determining the wages and entitlements that are payable by law to its Workers from time to time and for ensuring that its Workers are paid their wages and entitlements in accordance with applicable Laws at all times.
- (6) The Dealer acknowledges and agrees that it has sole and absolute responsibility for all Workers engaged by the Dealer (to the extent permitted by law) and that CNH is in no way liable or responsible for any matters relating to the Dealer's Workers.
- (7) To the maximum extent permitted by Law, the Dealer fully indemnifies and holds harmless CNH, and its officers, employees and agents, from any claim, cost, fine, penalty, or other charge imposed upon CNH which arises as a result of, or is in connection with, any matter relating to any Worker or the Dealer's failure to comply with any of the requirements specified in clauses 13.2(1) to 13.2(5) other than to the extent such loss is caused or contributed to by CNH.

## 14 Dealer Standards

- 14.1 On or before execution of this Agreement, CNH will provide the Dealer with a copy of, or access to, the then current Dealer Standards.
- 14.2 If the provisions of the Dealer Standards are inconsistent with the terms of this Agreement, the terms of this Agreement prevail to the extent of the inconsistency.
- 14.3 CNH may add to, delete or otherwise modify the Dealer Standards, or prescribe new Dealer Standards, by consulting with the Dealers and giving 30 days' written notice to the Dealers of the change. CNH will act in good faith and not arbitrarily, capriciously or unconscionably.

14.4 .

14.5 A change to the Dealer Standards takes effect and forms part of the Dealer Standards thirty (30) days after it is notified in writing to the Dealer, unless a different notice period is specified elsewhere in this Agreement.

14.6 The Dealer:

- (1) must comply with the Dealer Standards at all times;
- (2) acknowledges and agrees that the content of the Dealer Standards is Confidential Information, and the Dealer must only use the Dealer Standards in connection with the CNH Business and not for any other purpose;
- (3) must immediately discontinue use of the Dealer Standards and destroy all copies of the Dealer Standards that are in the Dealer's possession or control upon expiry or termination of this Agreement.

## 15 Location

15.1 The Dealer must operate the CNH Business from the Location only and from no other location.

15.2 The Dealer must:

- (1) at all times during the Term hold a right to occupy the Location including as lessee, sublessee, licensee or as the holder of some other interest in the Location;
- (2) at its own cost keep the Location:
  - (a) clean and tidy;
  - (b) in a state of good repair and condition; and
  - (c) consistent with the then current presentation and appearance requirements set out in the Dealer Standards; and
  - (d) allow CNH and persons authorised by it to enter the Location during normal business hours to inspect the state of repair and condition of the Location and to ensure compliance with Dealer's obligations under this Agreement (including obligations in relation to the marketing and promotion of the CNH Business, display of the Brand Names) and the Dealer Standards.
- (3) The Dealer shall not change any Location or establish a new Location without obtaining CNH's prior written consent.
- (4) The Dealer must:
  - (a) allocate sufficient showroom and display space at the Location to properly display the Products and Parts in accordance with the Dealer Standards; and
  - (b) provide service facilities, tools, systems and appropriately qualified staff to the standard reasonably required by CNH in the Dealer Standards to ensure the provision of professional service to customers.
- (5) If the Dealer has multiple locations, the Dealer's right to use the Products may vary from Location to Location. The Dealer shall not sell any Product from a Location that has not been authorised to sell that Product pursuant to this Agreement.
- (6) If the Dealer is using a Secondary Storage Location, the Dealer must:
  - (a) not sell Products from that Location; and
  - (b) inform CNH of any changes to the address of the Secondary Storage Location.

## 16 PMA

16.1 The PMA CNH assigns to Dealer is non-exclusive.

- 16.2 CNH will reasonably discourage, but not prohibit, other parties selling the Products within the PMA.
- 16.3 CNH may acting reasonably enlarge or reduce a Dealer's PMA if CNH decides that this is in the best interest of the Network. If CNH makes a decision to change the PMA, it will advise the Dealer in writing of the proposed changes and will consider any information the Dealer submits in response. The Dealer must submit such information in writing within 30 days of receipt of the proposed changes. If CNH thereafter decides the changes are warranted, it will advise the Dealer in writing of the changes and its reasons taking into account any feedback received from the Dealer. CNH will also act in good faith and not arbitrarily, capriciously or unconscionably.
- 16.4 The Dealer must not at any time, during the continuance of this Agreement either directly or indirectly with the sole purpose of directly reaching customers or customer groups outside the PMA:
- (1) advertise or otherwise promote the sales of the Products outside of the PMA or establish, use or maintain branches, offices or depots for the distribution of the Products outside the PMA, provided that nothing shall prevent Dealer from satisfying unsolicited orders from customers located outside the PMA;
  - (2) use or develop any form of media (including social media and web sites) specifically targeted at reaching customers primarily outside the PMA; and
  - (3) send unsolicited e-mails to individual customers or specific customers groups.
- 16.5 For the avoidance of doubt, if the Dealer utilises any media in its PMA for the dominant purpose of reaching customers in its PMA and such media also reaches customers outside its PMA, the Dealer will not be in breach of this clause.

## 17 Marketing and promotion

- 17.1 CNH may promote and market the Network, Products, Parts and use the Brand Names and Intellectual Property in the manner and to the extent that it considers appropriate.
- 17.2 The Dealer must:
- (1) actively market the CNH Business in accordance with the Dealer Standards;
  - (2) promote and sell Products in the PMA to support the mandatory sales objectives and market share as agreed in the Dealer's then current Business Plan;
  - (3) participate, at its cost, in all promotional activities and market research programs as specified in the Dealer Standards and as reasonably specified by CNH from time to time, provided the costs to participate are reasonable;
  - (4) provide at its own expense and use stationery and business forms carrying reproductions of the Brand Names only after CNH approves in writing; and
  - (5) comply with CNH advertising policy guidelines with regards to all advertising and promotional activities;
  - (6) ensure that all its marketing and promotional activities in relation to the CNH Business comply with all applicable Laws, are not in any way misleading or deceptive and conform to the highest standards of ethical marketing and the Dealer Standards; and
  - (7) procure that all directors, Principals, Workers and other employees of the Dealer do not, make any comment, share or endorse any comment or content, publicly affiliate with any organisation or individual or otherwise act or conduct themselves in a manner that would be detrimental to the name, goodwill, reputation or interest of CNH, the Network, the System, the Intellectual Property or the Brand Names and Trademarks or inconsistent with the values of CNH.
- 17.3 The Dealer acknowledges and agrees that CNH may, acting reasonably, issue a direction to the Dealer in relation to any marketing and promotional activities that could have an impact on the CNH Image, Trademarks, Brand Names, Intellectual Property or negatively impact the reputation of CNH or the Network, which the Dealer must follow.
- 17.4 Signs
- (1) For the duration of the Term, Dealer shall be required to display such number and quality of Signs as reasonably required by CNH in the Dealer Standards that is consistent with the CNH Image taking into account the size of the CNH Business for the Dealer.

- (2) The Dealer must use the Signs solely for the purpose of conducting the CNH Business at the Location.
- (3) If any Sign is affixed to real property, it will not become a fixture or part of the real property and must be removed when this Agreement comes to an end for any reason.

#### 17.5 Trademarks and Brand Names

- (1) Where CNH grants approval to use a Brand Name, the Dealer must do so strictly in accordance with the Dealer Standards.
- (2) The Dealer must not use any Brand Name as part of its trading, business or corporate name unless CNH consents in writing to this use.
- (3) The Dealer agrees not to use the Brand Names or any other Trademark or trade name of CNH or any of its Related Entities in connection with the Business except when selling items containing such Trademarks or Brand Names or as otherwise approved by CNH in writing.
- (4) At any Location, the Dealer will not use or display the Trademarks in any way that might cause confusion with, or dilute, the distinctive quality of the Trademarks.
- (5) If the Dealer represents non-CNH products and equipment at one or more of its Locations, the Dealer must at each such Location maintain a separate internal and external display area for the Products in accordance with the Dealer Standards.
- (6) Display areas for the Products must be of equal or greater size or space as the area used to display other products and the Products must not be placed in a less desirable or less visible location than that afforded to other products. Where the CNH Business operated by the Dealer is smaller than the Dealer's business relating to any Other Agreements the display areas for the Products may be commensurate with the Products offered by the Dealer in accordance with this Agreement.
- (7) CNH retains the right to approve all advertising containing a Brand Name and the Dealer must not use the Brand Names to imply that CNH is an agent, partner or joint venturer with Dealer.

### 18 Dealer Principal

- 18.1 The Dealer and the Guarantors must ensure that the Dealer Principal be generally in attendance at the Location to appropriately supervise the CNH Business. The Dealer Principal must devote sufficient time and effort to the management and conduct of the CNH Business to meet the obligations of this Agreement.
- 18.2 The Dealer nominates and authorises the Dealer Principal to act on the Dealer's behalf in all dealings with CNH. The Dealer warrants that the Dealer Principal has all necessary authority to bind the Dealer and to make any decision required to be made under this Agreement or in relation to the operation of the CNH Business. CNH may deal exclusively with the Dealer Principal to the exclusion of all other directors and shareholders.

### 19 Intellectual Property

- 19.1 All right, title and interest in the Intellectual Property at all times is and remains the property of CNH or a Related Entity of CNH. The Dealer acknowledges and agrees that:
  - (1) the Dealer does not acquire any right, title or interest in any of the Intellectual Property; and
  - (2) all of the goodwill and other rights and interests arising from the Dealer's use of the Intellectual Property belong to CNH.
- 19.2 The Dealer must:
  - (1) not register or seek to register any of the Intellectual Property;
  - (2) use its best endeavours to ensure that it does not cause any of the Intellectual Property to be prejudicially affected or contested;
  - (3) only use the Intellectual Property for the purpose of promoting, marketing and providing the Products in the manner prescribed by CNH and in accordance with any brand guidelines that CNH may specify from time to time;

- (4) not make any alterations to the Intellectual Property;
- (5) not sub-franchise or grant others the right to use any of the Intellectual Property;
- (6) immediately stop using the Intellectual Property at the termination or expiration of this Agreement;
- (7) comply with CNH's directions necessary to implement any modifications that CNH may make to the Intellectual Property;
- (8) advise CNH immediately of any infringement, potential infringement or challenge of the rights of CNH in the Intellectual Property by a third party, and take and assist the taking of all reasonable action as may be directed by CNH to stop or prevent further infringement;
- (9) not use any unauthorised trading names, slogans or marketing material in the conduct of the CNH Business; and
- (10) not use the Brand Names and Trademarks (or any trademarks or names substantially identical with or deceptively similar to the Brand Names and Trademarks) as or within any trading name, corporate name, business name, trademark, domain name, slogan or otherwise.

19.3 CNH may modify or discontinue any of the Intellectual Property (including the brand name "CNH") at its discretion. CNH may by giving reasonable notice to the Dealer require the Dealer to, at Dealer's own cost:

- (1) use the modified Intellectual Property;
- (2) cease to use the discontinued Intellectual Property; and
- (3) make changes to the Dealer's business to comply with changes to the Intellectual Property.

19.4 Any signage program including the Brand Names or Trademarks that CNH requires the Dealer to undertake will be conducted within a reasonable time at reasonable cost.

## 20 Confidential information

20.1 The Dealer acknowledges and agrees that the Confidential Information:

- (1) is provided or has been obtained under an obligation of strict confidence to CNH; and
- (2) comprises trade secrets of CNH and/or a Related Entity of CNH.

20.2 The Dealer must not:

- (1) before, during or after the end of the Agreement disclose any Confidential Information to any person other than to employees of the Dealer to the extent necessary for the conduct of the CNH Business; and
- (2) after the end of the Agreement or after an assignment of the Agreement by the Dealer, use any part of the Confidential Information.

20.3 The Dealer must:

- (1) ensure that all of its Workers who will receive or who will have access to Confidential Information maintain confidentiality in respect of the Confidential Information in the same manner and to the same extent as Dealer is bound by this Agreement;
- (2) use its best endeavours to cause all of its employees who receive or have access to Confidential Information to observe all of the Dealer's obligations and undertakings contained in this clause 20;
- (3) implement proper systems and procedures as may be necessary and as are required by CNH to maintain the confidentiality of the Confidential Information; and
- (4) implement data protection policies in accordance with CNH's data protection policies as updated from time to time.

20.4 CNH must not disclose any Dealer Confidential Information, except to a Related Entity of CNH or to CNH's professional advisers or in accordance with any requirement imposed on it by any applicable Law.

## 21 Customer Information

- 21.1 The Dealer must comply with the Privacy Act, all other applicable Laws and CNH's privacy policy, when collecting, storing, disclosing or using, in any manner, any information, including from Customers, prospective customers and its Workers.
- 21.2 The Dealer must use reasonable endeavours to obtain all the necessary consents from individuals providing information to the Dealer to enable the Dealer to comply with its obligations under this clause 21.
- 21.3 Subject to any applicable Law, the Dealer must (subject always to the Customer agreeing to provide their information to the Dealer and providing necessary consents):
- (1) collect the information from Customers specified in the Dealer Standards or otherwise in writing by CNH and enter it into CNH customer database as prescribed by CNH from time to time;
  - (2) collect Customer Information only in the manner specified in the Dealer Standards or otherwise in writing by CNH; and
  - (3) provide CNH with all Customer Information, in the form specified by CNH, within 24 hours after receiving a request from CNH.
- 21.4 CNH acknowledges and agrees that CNH and the Dealer have joint ownership of the Customer Information.
- 21.5 On expiry or termination of this Agreement, the Dealer:
- (1) may retain a copy of the Customer Information; and
  - (2) must provide a complete copy of the Customer Information to CNH.
- 21.6 If the Dealer becomes aware, or has reasonable grounds to suspect that a Data Breach has occurred, then the Dealer must:
- (1) without undue delay and in any event no later than 48 hours of becoming aware of the Data Breach, notify and provide CNH with all details in respect of that event in writing;
  - (2) consider the directions of CNH in taking all necessary steps to mitigate against the adverse effect and harm arising from the event;
  - (3) comply with all applicable laws in managing the Data Breach;
  - (4) if requested by CNH, carry out an investigation and assessment of the event, including assessment of risk of harm arising from that event; and
  - (5) if required by CNH, prepare or assist CNH to prepare a statement relating to the event, and assist CNH in providing the statement to individuals affected by the event.
- 21.7 For the purposes of clause 21.6, **Data Breach** means any of the following in respect of Personal Information and/or Customer Information:
- (1) that the Personal Information and/or Customer Information is or may have been misused, interfered with, corrupted or subject to unauthorised use of, access to, modification, interference or disclosure;
  - (2) anything that prevents the Dealer from accessing Personal Information and/or Customer Information on either a temporary or permanent basis;
  - (3) that there has been unauthorised access to the system, storage device or computer network in which the Personal Information and/or Customer Information is stored; and
  - (4) that the storage device or computer system on which such Personal Information and/or Customer Information is stored, is lost or misplaced.

## 22 Reports, Accounts and Auditing

### 22.1 Records

- (1) Dealer will use a business information system approved by CNH (acting reasonably) which Dealer will maintain in accordance with generally accepted accounting principles consistently applied.
- (2) Dealer will submit to CNH upon request of the same, quarterly reports in relation to the CNH Business in a format acceptable to CNH (acting reasonably) which will include a comparison to the targets for the year to date set out in the Business Plan.
- (3) Dealer will allow CNH to have access to its records in relation to the CNH Business upon reasonable request by CNH providing reasonable notice.
- (4) CNH may make and remove copies of Dealer's records subject to the other terms of this Agreement and Dealer must provide all reasonable assistance including making any copies of records as requested by CNH.
- (5) CNH may audit these records to ensure compliance with the Dealer Agreement and the Related Agreements.

## 22.2 Accounts

The Dealer must:

- (1) keep full Transaction Records, accurate and up to date business records and books of account conforming to accepted accounting practices;
- (2) maintain bookkeeping, accounting, inventory control and statistical records and systems which conform to the reasonable requirements of CNH; and
- (3) keep all these records for at least 7 years after they are created.

## 22.3 Collection statement and consent

- (1) CNH may collect information (**Information**) obtained by it under this clause 22.3 for the purposes of undertaking market analysis, controlling, administering and promoting the Network. Information that CNH collects, holds and uses may be disclosed to:
  - (a) current and prospective CNH Dealers;
  - (b) persons engaged by CNH to assist in the recruitment of CNH Dealers;
  - (c) persons who provide administrative or other services to CNH, including the professional advisers of CNH;
  - (d) current and prospective financiers and lenders of CNH;
  - (e) suppliers and prospective suppliers to the Dealer or CNH; and
  - (f) on a confidential basis, parties proposing to acquire an interest in CNH or a Related Entity of CNH.
- (2) The Dealer consents to the use and disclosure of the Information in the manner detailed in clause 22.3(1). The Dealer acknowledges that its consent extends to any Information that is "personal information" for the purposes of the Privacy Act and the Privacy Principles.
- (3) To the extent that the Dealer is entitled pursuant to the Privacy Act, the Dealer may request access to information held by CNH about the Dealer by making a written request to CNH.

## 22.4 Solvency Statement

- (1) The Dealer:
  - (a) must within 24 hours of a demand from CNH, provide CNH with a statement that declares that there are reasonable grounds to believe that the Dealer will be able to pay its debts as and when they fall due (**Solvency Statement**), signed by:
    - (i) if the Dealer is a company, at least 1 director of the Dealer; or
    - (ii) if the Dealer is a trust, the trustee or a director of the trustee; or

(iii) if the Dealer is a partnership, at least 1 of the partners; and

(2)

(3) If:

(a) the Dealer fails to provide the Solvency Statement within the time specified in, and in accordance with this clause 22.4; or

(b) CNH Capital confirms in writing that the Solvency Statement is not valid (i.e., based on the information held by Capital, the Dealer is not solvent), then such failure will enliven clause 25.2(2) of this Agreement.

## 23 CNH Transfer and assignment

23.1 CNH may transfer or otherwise deal with all or any part of its rights, interests, obligations or liabilities under this Agreement at its absolute discretion. The Dealer consents to any transfer or other dealing under this clause 23.

### 23.2 Refinancing and restructuring

CNH may, in addition to or as part of an assignment or novation pursuant to clause 23.1:

(1) sell itself, its assets and any of the Intellectual Property which it owns or has any legal and/or equitable right to, to a third party;

(2) issue additional shares or other securities in itself;

(3) engage in a private placement of some or all of its securities; and

(4) undertake a refinancing, recapitalisation, leveraged buyout or other economic or financial restructuring.

### 23.3 Acknowledgment and agreement by Dealer Parties:

(1) If CNH elects to:

(a) assign all or any part of its rights, interests, obligations or liabilities under this Agreement (including any rights CNH has in relation to the Intellectual Property) the Dealer Parties must, upon request by CNH, execute any deed, agreement or notice of assignment acknowledging and agreeing to the assignment by CNH; or

(b) transfer all or any part of its rights, interests, obligations or liabilities (including any rights CNH has in relation to the Intellectual Property) under this Agreement by novation to a third party, the Dealer Parties must upon request by CNH execute a deed or agreement of novation, in a form prepared by CNH, substituting in place of CNH a third party as being entitled to the benefits, and responsible for the rights, obligations and liabilities, of CNH under this Agreement.

(2) For the avoidance of doubt, any such deed, agreement or notice must not seek to vary the terms of this Agreement (other than to change the CNH entity) unless otherwise agreed by the Dealer).

### 23.4 Merger

CNH may purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business and:

(1) Operate, franchise or licence those businesses to operate using the Brand Names and Trademarks; and

(2) require the Dealer to use or cease to use any Brand Names and Trademarks or Intellectual Property in accordance with clause 19.2(7).

### 23.5 Consent

The Dealer Parties consent to CNH at any time assigning, novating or transferring any of its rights, interests, obligations or liabilities under this Agreement or undertaking any of the actions outlined in clauses 23.1, 23.2 and 23.4 and upon the provision of reasonable notice of such action.

- 23.6 This Agreement and the rights granted under it are personal to the Dealer and the Dealer must not sub-franchise, assign or otherwise deal with this Agreement except with the prior written consent of CNH in accordance with the terms of this Agreement.
- 23.7 The Dealer may not sub-let or otherwise subcontract the performance of the whole or any part of its obligations under this Agreement, unless otherwise stated in the Dealer Standards or the prior written consent of CNH is provided.

## **24 Notice of Intention to Sell and Assignment of Agreement**

- 24.1 In the event of an intended sale or transfer of the CNH Business or part of it, the Dealer must first notify CNH of the relevant assets to be sold, the price sought by the Dealer and the terms and conditions that the Dealer is willing to accept from a third party. A Change in Control is also deemed to be a transfer of the CNH Business.
- 24.2 The Dealer may not assign, transfer or otherwise deal with its rights or obligations under this Agreement or allow any interest in them to arise or be varied in each case, without the prior written consent of CNH (which consent will not unreasonably withheld but may be subject to conditions).
- 24.3 A request for CNH's consent must be made in writing and must be accompanied by all information that CNH would reasonably require and expect to be given to make an informed decision, including but not limited to details of the proposed transfer, copy of the contract for the sale of the CNH Business (or the shares and units (as applicable)) and any other agreements between the Dealer and the transferee;
- 24.4 If CNH requires further information in order to make an informed decision, CNH may request the Dealer to provide specified information relevant to making the decision and the Dealer must promptly comply with that request.
- 24.5 The Dealer acknowledges that CNH is entitled to a period of 42 days to consider any request for assignment or transfer of any of the Dealer's rights or obligations under this Agreement, and the Dealer agrees that it will ensure that:
- (1) CNH is given the benefit of that period to consider such request;
  - (2) the period of 42 days will not commence until CNH receives all of the information and documentation which it notifies the Dealer is required by CNH to consider the request; and
  - (3) the Dealer does not enter into any agreement in respect of such an assignment or transfer with the proposed transferee which provides for a date of completion earlier than the date upon which that period expires.
- 24.6 CNH must not unreasonably withhold its consent under clause 24.2 if the sale, transfer or other disposal is of the whole or part of the Dealer's interest in the Agreement and the CNH Business (or all of the shares in the Dealer or units in the Trust) and each of the following conditions are satisfied (where they are applicable at CNH's reasonable determination):
- (1) the Dealer establishes to CNH's reasonable satisfaction that the proposed assignee:
    - (a) possesses the financial resources necessary to conduct and operate the CNH Business as a CNH Dealer and to service any borrowings it makes in order to acquire the CNH Business;
    - (b) is a reputable and responsible person having the business experience and capabilities necessary to operate the CNH Business successfully;
    - (c) will not have a significantly adverse effect on the System or the Network; and
    - (d) otherwise meets CNH's criteria for the selection of new CNH Dealers, as that criteria applies as at the date the Dealer notifies of its intent to Transfer (a copy of which will be promptly provided to the Dealer upon request).
  - (2) the Dealer, both when seeking consent to the assignment and when the assignment is to occur, is not in default under this Agreement;

- (3) the assignee executes a franchise agreement in the form then used by CNH (which may contain different terms and conditions to those set out in this Agreement) for the balance remaining of the Term (including any existing right of renewal for the Further Term) and the Dealer and the transferee execute any other documents then customarily used by CNH for CNH Dealers;
- (4) where the assignee is a company:
  - (a) its directors and shareholders satisfy the criteria in clause 24.6 (1); and
  - (b) those directors and shareholders or other Related Entities of the assignee nominated by CNH each:
    - (i) give a guarantee and indemnity and undertake similar personal restraints to those given by the Guarantor under this Agreement, in favour of, and in a form required by, CNH; and
    - (ii) execute the new franchise agreement or deed of transfer in their personal capacities.
- (5) the Dealer:
  - (a) sells to the transferee all of the Dealer's essential assets used in the CNH Business as applicable; and
  - (b) assigns (with landlord and mortgagee (if any) consent) its Occupancy Right to the assignee, or the assignee secures its own Occupancy Right on terms acceptable to CNH;
- (6) that part of the Location used for the operation of the CNH Business complies with the then prevailing Image.

24.7 The Dealer must pay all CNH's Costs incurred in connection with the application for consent under clause 24.3, even if the consent is withheld.

## 25 Termination

25.1 CNH may immediately terminate:

- (1) this Agreement; or
- (2) the right of the Dealer to offer any of the Products, Parts and Brand Names from a Location,

(3) if the Dealer is in breach of any term of this Agreement or any Related Agreement and the Dealer fails to rectify that breach within a reasonable timeframe (which need not be more than 30 days) specified in a written notice from CNH requiring the Dealer to remedy the breach.

25.2 If any of the following circumstances arise then CNH may terminate this Agreement, or terminate the right of the Dealer to offer the Products, Parts and Brand Names from a Location, immediately by giving the Dealer 7 days' written notice, or any other time period prescribed by the Code (if the Code applies), specifying the grounds for termination:

- (1) the Dealer no longer holds a licence that the Dealer must hold to carry on the CNH Business;
- (2) the Dealer becomes bankrupt, an insolvent under administration or a Chapter 5 body corporate (as defined in the Corporations Act) or is subject to an Insolvency Event;
- (3) in the case of a Dealer that is a company – it becomes deregistered by the Australian Securities and Investments Commission or the New Zealand Companies Office;
- (4) in proceedings for an order in relation to a Fair Work Australia or Employment Relations Act 2000 NZ serious contravention of a Fair Work Australia or Employment Relations Act 2000 NZ civil remedy provision, a court is satisfied that the Dealer has committed that serious contravention;
- (5) in proceedings for a civil penalty order in relation to a contravention of section 245AAA, 245AAB or 245AAC of the *Migration Act 1958* (Australia) and/or Part 10 of the Immigration Act 2009 NZ, a court is satisfied that the Dealer has contravened the section concerned;

- (6) the Dealer is convicted of an offence against section 245AAA, 245AAB or 245AAC of the *Migration Act 1958* (Australia) and/or Part 10 of the *Immigration Act 2009* NZ;
- (7) the Dealer voluntarily abandons the CNH Business or the franchise relationship;
- (8) the Dealer is convicted of a serious offence as defined by the Code for Australian based dealers or a Serious Offence (as defined in this Agreement for New Zealand based dealers);
- (9) the Dealer operates the CNH Business in a way that endangers public health or safety; or
- (10) the Dealer acts fraudulently in connection with the operation of the CNH Business.

### 25.3 Termination for Prescribed Reasons and Dealer compensation

- (1) CNH may terminate this Agreement for a Prescribed Reason prior to the end of the Term or any Further Term (as applicable) by giving at least 6 months prior notice to Dealer.
- (2) Subject to clause 25.3(3), if CNH terminates this Agreement for a Prescribed Reason with effect from a date that is prior to the end of the Term, CNH will pay to Dealer the Dealer Compensation (as defined below) on or after termination of this Agreement in accordance with the terms of clause 25.3(4).
- (3) If CNH terminates this Agreement for breach of this Agreement by Dealer, CNH will not be obliged to pay the Dealer Compensation to Dealer, notwithstanding any circumstances that may give rise to a Prescribed Reason after CNH terminates this Agreement.
- (4) If this Agreement is terminated for a Prescribed Reason:
  - (a) Dealer must take reasonable steps to mitigate any loss or damage that may be suffered by Dealer as a consequence of termination;
  - (b) the restraints (if any) set out in this Agreement will not apply; and
  - (c) the compensation (**Dealer Compensation**) payable to Dealer will be determined by an independent valuer (agreed between the parties, who must have at least 10 years experience valuing assets of a similar nature). The costs of the valuer will be paid by CNH and the valuer will be instructed to consider the following when determining the Dealer Compensation:
    - (i) compensation for the lost profit (if any) that Dealer would have earned from direct and indirect revenue from the sale of Products and Parts between the date of termination and the end of the Term having regard to the five-year average of:
      - (A) the profit margin that had been derived by Dealer from its sale of Products and Parts under this Agreement;
      - (B) the volumes of Products and Parts sold by Dealer under this Agreement; and
      - (C) the length of the period between the date of termination and the end of the Term noting that goodwill at law is determined having regard to the underlying rights of the Dealer;
    - (ii) the portion of the cost of any capital expenditure for the Dealer's CNH Business that Dealer has incurred at the request of CNH which, by reason of the termination of the Agreement, Dealer will be unable to amortize prior to the end of the Term, calculated using an appropriate depreciation rate for the circumstances;
    - (iii) damages for any loss of opportunity that Dealer can establish in selling the Dealer's established goodwill relating to its CNH Business; and
    - (iv) if applicable, the costs of winding up the CNH Business which are over and above the winding up costs which Dealer would have incurred if CNH Business had continued only until the end of the Term,
- (5) subject, in each case, to reductions to account for:

- (i) the amount of any revenue or other benefit with which Dealer has, or ought reasonably to have, mitigated any loss that may otherwise be suffered by Dealer as a consequence of the termination, including, without limitation, by:
    - (A) accepting any new offer for Dealer to sell or service Products and/or Parts, or to sell other products or provide other services, made to it by CNH;
    - (B) supplying additional goods or services, or other brands of equipment, parts or other goods or services from the Location; and/or
    - (C) selling, licensing or leasing all or part of the Location;
  - (ii) the benefit accruing to Dealer from the payment to it of Dealer Compensation at a time earlier than it would have received the profits and other amounts referred to in clause 25.3(4)(c) above had the Agreement not been terminated.
- (6) For the avoidance of doubt, if Dealer has breached this Agreement and CNH terminates this Agreement pursuant to clauses 12.2(2)(h), 25.1 and 25.2, CNH shall not be obliged to pay the Dealer Compensation to Dealer, notwithstanding any fact, matter or thing that may give rise to a Prescribed Reason at any time after CNH terminates this Agreement for Dealer's breach and provided that the termination under clauses 12.2(2)(h), 25.1 and 25.2 has not been used as a means to avoid payment of compensation under this clause.

25.4 Compensation by CNH for certain stock, essential speciality equipment, branded product or merchandise purchased by the Dealer if this Agreement is terminated early for Prescribed Reason.

- (1) This clause only applies if this Agreement is terminated by CNH before the end of the Term because of a Prescribed Reason.
- (2) CNH will, at its option, unless otherwise agreed in writing by the parties:
  - (a) exercise its option under clause 26.3 to purchase any new, current, undamaged, saleable and unused Parts and any Products that are in Dealer's possession for which the Dealer has no retail customer, as it determines to purchase in its absolute discretion;
  - (b) pay the Stock and Equipment Compensation (as defined below) to Dealer as compensation for those items that Dealer was required to purchase by CNH including Parts, Products, service tools, speciality equipment, stock and merchandise not bought back by CNH under clauses 26.3. If CNH agrees to pay compensation, the compensation payable to Dealer for such items not already agreed to be bought back by CNH (**Stock and Equipment Compensation**) then the Stock and Equipment Compensation amount will be determined by agreement between the parties. If the parties cannot agree on the above amount within 90 days after the termination date:
    - (i) either party may elect to follow the dispute resolution process set out in clause 28; or
    - (ii) CNH may elect to purchase the relevant Parts, Products, service tools, speciality equipment, stock and merchandise under clause 26.3.
- (3) Despite any provision to the contrary and to the maximum extent permitted by law, the parties acknowledge and agree that CNH has no obligation to pay compensation to Dealer for, or buy-back Parts, Products, service tools, speciality equipment, stock and merchandise:
  - (a) which are not in proper working order or of saleable quality;
  - (b) was not specified by CNH and required in order to operate the CNH Business in accordance with the Agreement or Dealer Standards; and
  - (c) can be repurposed for a similar business to a CNH Business.
- (4) CNH may set off against the Dealer Compensation or Stock and Equipment Compensation (if any) or the price payable by CNH for any Parts, Products, service tools, speciality equipment, stock and merchandise bought back by CNH any amounts owed to CNH by Dealer in accordance with the terms set out in clause 26.6.

25.5 If the Dealer issues to CNH a proposal to terminate this Agreement in accordance with the Code, the proposal must include:

- (1) reasons for the requested termination;

- (2) the proposed effective date of the termination;
- (3) the commercial terms of the proposal, including any amounts payable by either party in connection with the termination;
- (4) the Dealer's intentions with respect to the operation of the CNH Business and occupation of the Location if the requested termination is accepted; and
- (5) confirmation as to whether the Dealer Parties are seeking to be released from any obligations under this Agreement or a related Agreement that are expressed to survive termination.

## 26 Obligations at the end of the Agreement

26.1 This clause 26 applies at the end of this Agreement, or at the end of a Location, including on termination by either party.

26.2 Subject to clauses 26.3 - 26.5, at the end of the Agreement the Dealer must:

- (1) immediately cease operating the CNH Business;
- (2) immediately stop using and displaying in any manner any of the Signs, Brand Names and Intellectual Property and any part of the branding or anything which imitates or is deceptively similar to these things;
- (3) immediately (and in any event no later than 7 days after the end of the Agreement) stop using the Confidential Information and return all Confidential Information to CNH;
- (4) immediately (and in any event no later than 7 days after the end of the Agreement) at its own cost return to CNH or destroy all marketing and promotional material, forms, stationery, business cards, and other printed matter and signs used in CNH Business which bear any of the Brand Names and Trademarks and / or Intellectual Property;
- (5) within 7 Business Days after the end of the Agreement, pay all amounts owing to CNH;
- (6) deliver to CNH at an address specified by CNH (which must be in the state in which the Location is located) or destroy:
  - (a) all sales records for the preceding 12 months, service history records, catalogues, Product and warranty registrations, Product incident reports, sales and product information manuals, price books, maintenance manuals, service bulletins, parts cross reference manuals relating to the Products or the CNH Business;
  - (b) all data and other information, including without limitation recommended retail prices and other pricing and financial information of CNH, provided to Dealer, whether in hard copy or electronic;
  - (c) sales aids such as film strips and recordings, videos; and
  - (d) other publications of CNH and its Related Companies relating to the Products or Parts (including information comprising Other Intellectual Property) which Dealer has on hand.

26.3 CNH may, but will not be obliged to, repurchase any new, current, undamaged, saleable and unused Parts or Products at the invoice price less any costs or handling charges in accordance with the Dealer Standards. If CNH does not repurchase the Parts or Products then CNH may either:

- (1) allow the Dealer time to sell down the Parts and Products; or
- (2) procure the Parts and Products to be transferred to another CNH Dealer at a price agreed with the receiving Dealer acting reasonably.

26.4 Unless otherwise agreed in writing, the Dealer shall return all Products and Parts contemplated in clauses 26.3 free from any encumbrance in accordance with this Agreement by the later of:

- (1) 30 days after CNH notifies Dealer that Dealer is to return the items; or
- (2) where CNH is liable to make payment to the Dealer for any such items 30 days from the date of payment by CNH.

(3) The Dealer must pack and load all items and return them to the address CNH specifies (which must be in the country in which the Location is located). Unless otherwise agreed in writing Dealer must bear the cost of packing, loading and freight. CNH is not obliged to make any payment for the items under this clause until it has had a reasonable opportunity (no more than 30 days) to inspect the items and satisfy itself that the amount of reimbursement is correct.

- 26.5 The Dealer must at its cost do all things (including executing all documents) reasonably required by CNH and necessary or desirable to give full effect to Dealer's obligations at the end of the Agreement.
- 26.6 CNH may set off against any payment payable by CNH to the Dealer, at any time including on termination of this Agreement or any Related Agreement, any outstanding amounts payable by the Dealer to CNH or its Related Entities upon the provision of prior reasonable notice.
- 26.7 Upon termination, CNH is no longer obliged to make any further shipment of Products or Parts to Dealer and may without liability cancel any unshipped orders for Products unless a Product has already been sold to a Customer at which time CNH may arrange for the Product to be provided to the Customer directly or via another dealer in the Network.
- 26.8 CNH may require immediate return, at Dealer's cost, of all Products which the Dealer has not paid for in full at the time of termination and which is not held pursuant to an Inventory Finance Agreement.
- 26.9 Signs and Brand Names
- (1) If Dealer has not removed all Brand Names from the Location and ceased in any other way to use any of CNH's Brand Names within 7 days of the date of termination Dealer will indemnify CNH for any cost involved in CNH requiring Dealer's compliance with this clause.
  - (2) Upon termination of this Agreement, Dealer must, within 7 days, remove all Brand Names and Signs from the Location and place the Signs in a protected area at the Location for recovery by CNH. The Signs must remain in a reusable condition (to the extent they are in such condition on being taken down).
  - (3) If Dealer does not, then CNH is expressly authorised by Dealer:
    - (a) to enter the Location and recover the Signs;
    - (b) break open any inside or outside gate door or fastening and detach and dismantle the Signs from any part of the Location to which it was affixed.
  - (4) Dealer must reimburse CNH for any cost it incurs in recovering the Signs pursuant to this clause.

## 27 Restraint

### 27.1 Competition restraint

- (1) The Dealer and Guarantor jointly and severally agree with CNH that they will not during the Term and the Restraint Period, in any capacity including on their own account or as a member, shareholder, unitholder, director, partner, joint venturer, employee, trustee, beneficiary, principal, agent, adviser, contractor, consultant, manager, associate, representative or financier or in any other way or by any other means, directly or indirectly:
  - (a) engage in, be connected with or have any interest in a Restrained Business in the Restraint Area. For the avoidance of any doubt, this does not include the Dealer participating in business activity pursuant to its Other Agreements or as otherwise approved by CNH from time to time;
  - (b) help or encourage any competitor of CNH or the Network in a way which might assist or enable it to conduct a business in the nature of a Restrained Business in the Restraint Area. For the avoidance of any doubt, this does not include the Dealer participating in business activity pursuant to its Other Agreements or as otherwise approved by CNH from time to time;
  - (c) encourage or induce, or attempt encourage or induce, any person to terminate his or her office, employment or services arrangement with CNH or a CNH Dealer (or a Related Entity of CNH) (other than the Dealer) (including any person who was a director, employee or contractor of CNH or a CNH Dealer within the preceding 12 months). For the avoidance of

doubt, if a person contemplated by this clause genuinely applies for a role without any form of inducement then this clause will not apply;

- (d) other than to the extent permitted under this Agreement (if any), use a logo, mark or name substantially the same or deceptively similar to any Brand Name, Logo or Intellectual Property owned by or licensed to CNH (or a Related Entity of CNH);
  - (e) disparage or otherwise make any statements to any person or persons whatsoever that may or may be likely to injure CNH's (or a Related Entity of CNH's) commercial reputation or the commercial reputation of any CNH Dealer, unless such actions are required by Law; or
  - (f) assist or encourage any person to do any of the things referred to in this clause 27.1.
- (2) Notwithstanding the generality of clause 27.1, the Restraint Period that applies in relation to sub-clauses (a), (b) and (c) of clause 27.1 shall be the duration of this Agreement except where this Agreement is terminated by CNH due to the Dealer selling competing product in breach of this Agreement.
- (3) Sub-clause 27.1(1) above has the effect as comprising each of the separate provisions which results from each combination of a capacity and a category of conduct. Each of these separate provisions operates concurrently and independently. If any separate provision is unenforceable, illegal or void that provision is severed and the other separate provisions remain in force.

## 27.2 Reasonableness

- (1) The Dealer acknowledges that:
- (a) the scope of the prohibitions set out in clause 27.1 are reasonable and necessary to protect CNH and the System (including other CNH Dealers);
  - (b) the time period and the scope of the prohibitions set out in clause 27.1 are the reasonable and necessary time and distance needed to protect CNH during the Term and if this Agreement expires or is terminated for the specified reason; and
  - (c) the Dealer has many other opportunities available to earn a living, and that these restrictions will not preclude the Dealer from engaging in a lawful trade or business for which it otherwise has training or experience.

## 27.3 Dealer request for compensation in special circumstances

- (1) Other than to the extent this Agreement may provide otherwise, the Dealer acknowledges and agrees that at the end of the Agreement, the Dealer is not entitled to receive any payment or compensation from CNH for any goodwill in connection with the Trade Marks or the Intellectual Property or the Location.
- (2) If, and only if:
- (a) this Agreement expires;
  - (b) there is a Further Term specified at Item 7 of Schedule 1;
  - (c) the Dealer satisfied the requirements set out in section 42 of the Code during the Term (only if the Code applies); and
  - (d) CNH refuses to renew or extend this Agreement for the Further Term on the terms of CNH's then current form of dealer agreement,
- then the Dealer may request in writing that CNH pay it compensation for goodwill generated during the Term, in connection with the CNH Business (**Compensation Request**). In response to a Compensation Request, CNH may notify the Dealer in writing that it will:
- (e) pay to the Dealer an amount comprising genuine compensation for the goodwill, in accordance with clause 27.3(3), in which case the restraints in clause 27.1 will apply to their fullest extent; or
  - (f) not pay the Dealer any amount, in which case the restraints in clause 27.1 will not apply.

- (3) In calculating any compensation to be paid under clause 27.3, the parties agree that: the value of any compensation is to be calculated on the basis that the Dealer has no right to use the Intellectual Property after the end of the Term, and that all goodwill in relation to the Trademarks, the Intellectual Property and the System (**CNH's Goodwill**) at all times remains with CNH and any value of goodwill or calculation of any compensation payment in connection with the CNH Business shall at all times exclude the value of CNH's Goodwill.
- (4) The Dealer acknowledges that, in calculating the amount of compensation for goodwill:
  - (a) The value of the calculable goodwill is to be determined on the increase, if any, in the value of the CNH Business during the Term;
  - (b) the value of the calculable goodwill will be zero if the Dealer has not contributed to the growth of the CNH Business during the Term;
  - (c) any increase in value attributable to the efforts of CNH is to be excluded.

## **28 Dispute handling procedure**

- 28.1 If a dispute arises between parties to this Agreement the provisions of this clause 28 apply. The Parties agree to comply in all respects with the Code (only if the Code applies).
- 28.2 The complainant must tell the other party in writing:
- (1) the nature of the dispute;
  - (2) what outcome the complainant wants; and
  - (3) what action the complainant thinks will settle the dispute.
- 28.3 The parties must then agree to:
- (1) clearly communicate the background facts leading to or causing the dispute;
  - (2) set out clearly what action is required to settle the dispute;
  - (3) select a way of resolving the dispute and explain why that way of resolving the dispute can be said to be a fair resolution of the dispute; and
  - (4) identify, if the dispute is resolved, how the resolution of the dispute has or could enhance the business relationship between the parties for the future, in particular, by identifying specific means of avoiding similar disputes arising between the parties in the future.
- 28.4 If the dispute is not resolved in accordance with clauses 28.2 and 28.3 within 21 days, either party may refer the matter to a mediator.
- 28.5 If the parties cannot agree about who should be the mediator, either party may ask the Institute of Arbitrators and Mediators Australia to appoint a mediator.
- 28.6 The mediator may decide the time and place for the mediation.
- 28.7 The parties must attend any mediation instituted under this clause 28 and try to resolve the dispute.
- 28.8 The parties are equally liable for the costs of mediation unless they otherwise agree.
- 28.9 The parties must pay their own costs of attending the mediation.
- 28.10 Nothing in this clause 28 affects the right of a party to take legal proceedings under this Agreement. In particular, this clause does not affect the right of any party to seek injunctive relief where this is necessary to prevent irreparable damage to the party making the application or to the Network or any of the Intellectual Property.

## **29 Guarantee and indemnity**

- 29.1 The Guarantor has requested CNH enter into this Agreement with the Dealer and CNH does so in consideration of this guarantee and indemnity.

- 29.2 The Guarantor unconditionally and irrevocably guarantees to CNH prompt performance of all of the obligations of the Dealer contained or implied in this Agreement and any Related Agreement. If the obligation is to pay money, CNH may recover the money from the Guarantor as a liquidated debt.
- 29.3 In addition to the Guarantor's liability under this clause 29, the Guarantor indemnifies CNH against loss incurred because the Dealer is not bound by some or all of its obligations under this Agreement.
- 29.4 The guarantee and indemnity under this clause 29 is a continuing security and is not discharged or prejudicially affected by any settlement of accounts but remains in full force until a final release is given by CNH. In the event of expiry or termination of this Agreement a Guarantor may request in writing that CNH release the Guarantor from this guarantee and indemnity. CNH will grant such request unless CNH determines on reasonable grounds that it is materially prejudicial to the interests of CNH to do so. Any release shall apply from the latter of the date of consent and the date being 6 months after the expiry or termination.
- 29.5 The Guarantor's liability under this clause 29 is not affected by:
- (1) the granting of time, forbearance or other concession by CNH to the Dealer or any Guarantor;
  - (2) an absolute or partial release of the Dealer or any Guarantor or a compromise with Dealer or any Guarantor;
  - (3) a variation of this Agreement;
  - (4) an assignment of this Agreement by the Dealer;
  - (5) the termination of this Agreement;
  - (6) any disputes or differences between the Dealer and CNH;
  - (7) the fact that this Agreement is wholly or partially void, voidable or unenforceable;
  - (8) the non-execution of this Agreement by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of Guarantors; or
  - (9) the exercise or purported exercise by CNH of its rights under this Agreement.
- 29.6 The Guarantor's liability under this clause 29 is not discharged by a payment to CNH that is later avoided by law. If that happens, the parties will be deemed restored to their respective rights and obligations as if the payment had not been made.
- 29.7 If a liquidator or trustee in bankruptcy disclaims this Agreement, the Guarantor indemnifies CNH against any resulting loss.
- 29.8 Until CNH has received all money payable to it by the Dealer, the Guarantor must:
- (1) not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors; and
  - (2) hold any claim it has and any dividend it receives on trust for CNH.
- 29.9 If CNH assigns its rights under this Agreement, the benefit of the guarantee and indemnity in this clause extends to the assignee and continues concurrently for the benefit of CNH regardless of the assignment unless CNH releases the Guarantor in writing.

## 30 Indemnity

- 30.1 The Dealer indemnifies CNH and its Related Entities (together the **Indemnified Parties**) against all damages, losses, liabilities, claims and Costs (on a full indemnity basis) incurred by the Indemnified Parties in connection with a demand, action, arbitration, or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly as a result of or in connection with:
- (1) a breach by the Dealer of this Agreement;
  - (2) any injury to, or loss of property of, any person in or on any Location or otherwise in or on any other location from which the Dealer conducts its business; and

- (3) any negligent or wilful act or omission of the Dealer, its employees, agents, servants, contractors or others for whom the Dealer is legally responsible,

except that the Dealer is not obliged to indemnify the Indemnified Parties against any damages, losses, liabilities, claims and Costs incurred by the Indemnified Parties arising directly or indirectly as a result of or in connection with any negligent or wilful act or omission of the Indemnified Parties, or any of their employees, agents, servants, contractors or others for whom the Indemnified Parties are legally responsible.

### 30.2 Legal Proceedings

- (1) If the Dealer becomes aware of any actual or threatened legal proceedings (**Legal Proceedings**) arising from an allegation that a Product or Part has a manufacturing or design defect (**Defect**), the Dealer must without delay, notify CNH of the Legal Proceedings for the purpose of giving CNH the first opportunity to take over the conduct of the Legal Proceedings (which CNH may decline to do).
- (2) CNH will indemnify the Dealer against all losses, costs and expenses arising directly from any judgment and/or verdict in the Legal Proceedings that a Product or Part has a Defect for which CNH is liable. This indemnity is conditional upon:
- (a) the Defect not having been caused by or contributed to by the Dealer;
  - (b) the Dealer having fully complied with its obligations under clause 8.3 and this clause 30.2 (to the extent applicable);
  - (c) in the case of Legal Proceedings:
    - (i) Dealer notifying CNH promptly and in any event within 7 days of becoming aware of any Legal Proceedings;
    - (ii) Dealer not taking any action in relation to the Legal Proceedings which compromises the Dealer or CNH's position;
    - (iii) Dealer fully co-operating with, and taking all such steps as may reasonably be required by, CNH in defending such Legal Proceedings; and
    - (iv) Dealer not taking any steps (or causing such steps) to join CNH as a party to the Legal Proceedings.

## 31 Trust and partnership provisions

### 31.1 Trustee warranties

- (1) If the Dealer is not described in this Agreement as trustee of a trust, the Dealer and the Guarantor (if any) warrant that the Dealer enters into this Agreement in its own right and not as a trustee for any person.
- (2) The remainder of this clause 31 applies if the Dealer enters into this Agreement as trustee of any trust and the trust (**Trust**) is described alongside the name of the Dealer.
- (3) The Dealer warrants that:
- (a) it is the sole trustee of the Trust;
  - (b) it enters into this Agreement for the purposes and benefit of the Trust and has obtained the consent or approval of any person which is needed to ensure that the property of the Trust is bound upon the execution of this Agreement;
  - (c) it has given to CNH a copy of the Trust deed and copies of any other documents relating to the Trust;
  - (d) it has power under the Trust Deed to enter into this Agreement, to undertake the obligations and liabilities in the manner and the extent contemplated by this Agreement and to apply the assets of the Trust in satisfaction of any money payable under this Agreement;
  - (e) it has an unrestricted right to be fully indemnified out of the assets of the Trust;

- (f) it is not in default of its obligations as trustee and no steps have been taken or threatened by any person to:
    - (i) revoke or vary the Trust deed;
    - (ii) remove the Dealer as trustee of the Trust;
    - (iii) appoint additional trustees to the Trust;
    - (iv) have the Trust assets administered pursuant to any order of a court;
    - (v) have any receiver or administrator of the Trust assets appointed or have the Trust wound up; or
    - (vi) charge the Dealer or anyone acting on its behalf with any breach of trust or misappropriation of Trust assets in connection with the Trust;
  - (g) the vesting date for the Trust occurs after the Agreement is expected to end by effluxion of time; and
  - (h) all information or documents supplied to CNH or to any person on CNH's behalf for the purposes of the Franchise are true and accurate and leave no material facts undisclosed.
- (4) The Dealer acknowledges and agrees that this Agreement is entered into, and the Franchise is granted on the basis that each of the warranties contained in this Agreement are true and correct and will remain so throughout the Term.
  - (5) If the Trust is a unit trust, the Dealer and the Guarantor warrant that the unitholders of the Trust are as specified in the Schedule and that all of the issued units in the Trust are beneficially held by these unitholders.
  - (6) The Dealer must not allow any of the following to occur without first obtaining CNH's written consent:
    - (a) any alteration to the Trust deed;
    - (b) any Disposal of units in the Trust;
    - (c) the vesting or distribution of the assets of the Trust other than income;
    - (d) the appointment of any person as a new or substitute trustee under the Trust deed;
    - (e) the delegation of any power or duty conferred upon the Dealer under the Trust deed other than as expressly authorised by this Agreement; or
    - (f) anything which will or may harm the Dealer or CNH.
  - (7) CNH must not withhold consent unreasonably to a Disposal of units if the requirements of clause 31.1(9) are met.
  - (8) If the Dealer contravenes clause 31.1(6)(d) and appoints any new or substitute trustee of the Trust, the Dealer:
    - (a) acknowledges that this Agreement will bind the new trustee; and
    - (b) must arrange for the new trustee to enter into a deed prepared by CNH's solicitors at the Dealer's cost by which the new trustee agrees to be bound by the terms of this Agreement.
  - (9) Any Disposal of units in the Trust, other than upon a restructure pursuant to clause 23.2 must be treated as a transfer by the Dealer of the Franchise and clauses 23 and 24 apply to that Disposal.

### 31.2 Partnership warranties

- (1) If the Dealer or any Guarantor enters into this Agreement as a partnership this clause 31.2 will apply.

- (2) Each of the Partners each represent and warrant to CNH that they enter this Agreement as a Partnership pursuant to the Partnership Agreement and that this Partnership is referred to as the Dealer.
- (3) Each Partner, warrants to CNH that:
  - (a) the Partnership Agreement remains on foot and has not been terminated;
  - (b) it has power under the Partnership Agreement to enter into and perform its obligations under this Agreement;
  - (c) all authorisations necessary to enter into, perform and enforce this Agreement (including, without limitation any requirements under the Partnership Agreement) have been given and are in full force and effect;
  - (d) there is no default by the Partners under the Partnership Agreement and no action has been taken or proposed to dissolve or wind up the Partnership;
  - (e) it has taken every necessary action to execute this Agreement and perform the Dealer's obligations under this Agreement;
  - (f) executing this Agreement is not a breach of the Partnership Agreement;
  - (g) that each of the Partners and assets of the Business and Partnership will be able to fulfil all indemnity and other obligations of which the Dealer agrees to under this Agreement;
  - (h) the rights of CNH under this Agreement rank in priority to the interests of the Partners under the Partnership Agreement.
- (4) it has considered the purpose of this Agreement and considers that entry into this Agreement is for the benefit of the Partners of the Partnership and that the terms of the Agreement are fair and reasonable; and
- (5) after making due inquiry, each Partner (and its directors, shareholders and officers) are aware of and have consented to the Dealer as a Partnership entering into this Agreement.

31.3 Each of the Partners warrant that they have the authority of each of their Related Entities, agents, directors, employees, and shareholders (as applicable) to provide all warranties, releases and indemnities in this Agreement on behalf of each of them.

## 32 Goods and services tax

32.1 In this clause 32:

- (1) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or the equivalent *Goods and Services Tax Act 1985* NZ (as the context requires) (**GST Act**) or any replacement or other relevant legislation and regulations;
- (2) words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office or the Inland Revenue Department NZ public rulings, have the same meaning, unless the context otherwise requires;
- (3) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member; and
- (4) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member.

32.2 Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.

32.3 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.

32.4 To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

### **33 Force majeure – unforeseen events causing delay**

33.1 The obligations of a party (other than the obligation to pay money) are suspended during the time and to the extent that party is prevented from complying with them by force majeure.

### **34 General provisions**

34.1 The parties agree that if any Laws are changed or introduced or any relevant authority publishes or issues any statement, rules, code or requirement which in the reasonable opinion of CNH or its solicitors renders or is likely to render all or part of this Agreement unenforceable, illegal or void, the parties will within a reasonable time amend this Agreement and do all things (including executing documents) necessary or desirable to ensure that this Agreement is not unenforceable, illegal or void.

34.2 The Dealer must pay all stamp duty and other government imposts payable in connection with this Agreement and all other documents and matters referred to in this Agreement when due.

34.3 A notice or other communication connected with this Agreement (**Notice**) has no legal effect unless it is in writing. In addition to any other method of service provided by law, the Notice may be:

- (1) sent by prepaid priority post to the address of the addressee set out in this Agreement or subsequently notified;
- (2) sent by email to the email address of the addressee; or
- (3)
- (4) delivered at the address of the addressee set out in this Agreement or subsequently notified.

34.4 A Notice must be treated as given and received:

- (1) if sent by prepaid priority post, on the 2<sup>nd</sup> Business Day (at the address to which it is posted) after posting; or
- (2) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (3) if otherwise delivered before 5 p.m. on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

34.5 If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force.

34.6 This Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter. For the avoidance of any doubt, this Agreement does not supersede any Related Agreement.

34.7 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

34.8 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

34.9 Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

34.10 If the Location is in:

- (1) Australia, the laws of New South Wales governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.
- (2) New Zealand, the laws of New Zealand governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

34.11 Each obligation which expressly survives or is capable of surviving the end of the Agreement continues in force despite the end of this Agreement.

34.12 Any conditions set out in Item 11 of the Schedule form part of this Agreement. If there is any inconsistency between a provision of the Special Conditions and a provision of this Agreement the provision of the Special Conditions prevails to the extent of the inconsistency.

## 35 Definitions and Interpretation

35.1 In this Agreement:

- (1) **ACC** means the Accident Compensation Corporation (New Zealand);
- (2) **Agreement** means this Agreement and any Schedule/s, the Special Conditions and the Terms and Conditions and any other schedule or annexure to it;
- (3) **Brand Names** means all Trademarks owned by CNH or its Related Entities including but not limited to names that CNH or its Related Entities represent as being its trademarks or otherwise represents with ® or ™. The Dealer is offered the right to sell the Products associated with each Brand Name specified in the Location Schedule/s;
- (4) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (5) **Business Plan** means the business plan that the Dealer prepares in accordance with clause 12.1 in a format and with such information as required in the Dealer Standards if requested by CNH for the following purposes:
  - (a) for an annual Business Review, and/or
  - (b) for any performance review if the Dealer fails to meet the Minimum Performance Criteria at any time during the Term or Further Term;
- (6) **Business Review** means the business review of the CNH Business conducted in accordance with the Dealer Standards, either:
  - (a) at least 6 months prior to the end of the Term or any Further Term; and
  - (b) at the request of CNH during any 12-month period of a Term or Further Term, reviewing the performance of the CNH Business during preceding 12 months;
- (7) **Change in Control** means, in relation to an entity, an event the occurrence of which has the effect of changing the underlying control or ownership of the CNH Business. This includes:
  - (a) if the Dealer is a body corporate:
    - (i) a change of directors, or a right to appoint directors;
    - (ii) a change in the legal or beneficial ownership of any shares; or
    - (iii) a change in the legal or beneficial entitlement to the profits of the company;
  - (b) if the Dealer is the trustee of a trust, a change in the trustee or the identity or rights of the beneficiaries under the trust; and
  - (c) any other transaction under which a party acquires a direct or indirect interest in the financial performance of the CNH Business other than as an arm's length supplier of goods or services;

- (8) **CNH Business** means the business of undertaking the marketing, sale and servicing of the Products and Parts using the Brand Names in accordance with the terms and conditions of this Agreement within the PMA from the Location;
- (9) **CNH Capital** means CNH Industrial Capital Australia Pty Limited ACN 069 132 396 for Australia and through its overseas registered branch trading as CNH Industrial Capital New Zealand (New Zealand company number 7104933, NZBN 9429047107564);
- (10) **CNH Code of Conduct** means the code if that name established and provided by CNH and which must be complied with by the Dealer, as amended by CNH from time to time, a copy of which can be downloaded from CNH Code of Conduct;
- (11) **CNH Dealer** means a Dealer who operates a CNH Business under a Franchise;
- (12) **CNH Warranty** means the written warranty provided by CNH in relation to a particular Product, as set out in the Dealer Standards or otherwise by CNH in writing.
- (13) **CNH Website** means cnh.com, cnhindustrialcapital.com.au or such other website owned, licenced or developed by or for CNH;
- (14) **Code** means the Franchising Code of Conduct as prescribed by section 51AE, Part IVB of the *Competition and Consumer Act 2010* (Cth) and as amended or re-enacted from time to time, and any other regulation or other statutory instrument made under it, or made under it as amended or replaced for Australia, provided that the Code does not apply to Dealers and Locations in New Zealand;
- (15) **Commencement Date** means the commencement date of this Agreement as set out in Item 5 of the Schedule;
- (16) **Competing Products** means the products that compete with the Products, and for which CNH has provided its prior written consent for a Dealer to supply and sell, as listed in **Schedule 1 Item 14**;
- (17) **Confidential Information** means:
- (a) the System and the Dealer Standards;
  - (b) the Transaction Records;
  - (c) all business and financial information relating to the Network;
  - (d) all trade secrets, processes, procedures, marketing strategies, marketing research, information concerning product development, know-how, systems, computer programs, models, data bases and any modifications to such things;
  - (e) all information which, by its nature places or potentially places the Dealer, CNH or any member of the Network at an advantage over its present or future business competitors;
  - (f) any information which is marked "confidential"; and
  - (g) any information that the Dealer knows or ought to know is confidential, and any other information that would at law be considered secret or confidential information of CNH or any member of the Network,
- but does not include:
- (h) the Customer Information; and
  - (i) information which:
    - (i) at the time of first disclosure by CNH to the Dealer or the Guarantor is already in the public domain; or
    - (ii) after disclosure by CNH to the Dealer or the Guarantor becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement;
- (18) **Corporations Act** means the *Corporations Act 2001* (Cth) for Australia, and for New Zealand the *Companies Act 1993*, as the context requires;

- (19) **Cost or Costs** means any cost, charge, expense, outgoing, payment or other expenditure of any nature and where appropriate includes fees and disbursements payable to contractors and consultants or the reimbursement of wages, salaries and overheads of CNH or any Related Entity of CNH, but excluding legal costs relating to the preparation, negotiation or execution of this Agreement or documents relating to this Agreement;
- (20) **Customer** means any person for whom the Dealer currently provides or has previously provided, or has been engaged to provide any of the Products, Parts or Services (subject always to the Customer having consented to the provision of their information and the Dealer complying with all Privacy Laws);
- (21) **Customer Information** means all Customer details including potential Customer details (to the extent known), lists of Customers collected by the Dealer in accordance with clause 21. For the avoidance of doubt, such Customer Information is information that is collected in furtherance of the CNH Business;
- (22) **Dealer** means the person/s named in Item 2 of the Schedule;
- (23) **Dealer Confidential Information** means any information provided to CNH by the Dealer that may be reasonably expected to be treated as confidential, such as transaction records, financial records or employee records;
- (24) **Dealer Parties** means the Dealer and the Guarantor(s);
- (25) **Dealer Portal** means an intranet accessible by CNH Dealers to access the Dealer Standards and other information provided by CNH from time to time;
- (26) **Dealer Principal** means the person who has effective control of the Dealer and the CNH Business and will play a substantial role in the day-to-day operation and management of the CNH Business as named in Item 4 of the Schedule;
- (27) **Dealer Standards** means the standards set out in the following CNH documents with which the dealer must comply:
- (a) Dealer Operating Policies & Procedures;
  - (b) Dealer Parts Operating Guide;
  - (c) Dealer Identity Manual;
  - (d) Warranty Terms & Procedures Manual; and
  - (e) CNH Industrial Capital Dealer Handbook;
  - (f) as amended in accordance with this Agreement.
- (28) **Disclosure Document** means the Disclosure Document prepared by CNH in accordance with the Code and updated from time to time;
- (29) **Dispose, Disposing or Disposal** includes, in relation to a share or a unit, entering into a transaction in relation to the share or the unit (or any interest in the share or the unit), which results in a person other than the registered holder of the share or the unit:
- (a) acquiring any legal or equitable interest in the share or the unit, including an equitable interest arising from a declaration of trust, an agreement for sale and purchase or an option agreement or an agreement creating any form of security interest in the share or the unit;
  - (b) acquiring any right to receive directly or indirectly any dividends payable in respect of the share or the unit;
  - (c) acquiring any rights of pre-emption, first refusal or like control over the disposal of the share or the unit;
  - (d) acquiring any rights of control over the exercise of any voting rights or rights to appoint directors attaching to the share or the unit; or
  - (a) otherwise acquiring legal or equitable rights against the registered holder of the share or the unit which have the effect of placing the person in the same position as if the person had acquired a legal or equitable interest in the share or the unit itself;

- (30) **Financial Year** means a year commencing 1 July and finishing the following 30 June;
- (31) **Franchise** means the right to operate a CNH Business using the System, Image, Brand Names and Trademarks and other Intellectual Property granted by CNH in accordance with this Agreement;
- (32) **Frozen Period** has the meaning given to that term in the Dealer Standards;
- (33) **Further Term** means the Further Term (if any) set out in Item 7 of the Schedule;
- (34) **Genuine CNH Parts** means the Parts for the Products that are designated by CNH as being genuine parts;
- (35) **Guarantor(s)** means the person(s) named in Item 3 of the Schedule, and who are parties to this Agreement;
- (36) **Image** means the specific image created or prescribed by CNH for the Franchise of a CNH Business including names, the Brand Names and Trademarks, Product and Part ranges, specified design and colour schemes for each Location, Signs, layouts, fixtures and fittings and equipment, as applicable and as reasonably modified by CNH from time to time;
- (37) **Insolvency Event** in relation to a party, means that:
- (a) the party ceases or takes steps to cease to conduct its business in the normal manner;
  - (b) the party goes into receivership or has a receiver, trustee or manager (including a statutory manager) appointed in respect of that party and/or all or any of its property;
  - (c) the party enters into voluntary administration;
  - (d) the party is unable to pay its debts when they are due or is presumed to be unable to pay its debts as they fall due;
  - (e) the party makes an assignment for the benefit of, or enters into or makes any arrangement or composition with, its creditors;
  - (f) any resolution is passed, or any proceeding is commenced for the winding up or liquidation of the party (whether on a voluntary or involuntary basis); or
  - (g) any analogous demand, appointment or procedure is instituted or occurs in relation to the party.
- (38) **Intellectual Property** means:
- (a) all copyright, trademark rights, patent rights, design rights or any other intellectual property rights subsisting in or created during the development of the Brand Names and Trademarks, System, Image, Dealer Standards, CNH Website, any magazine published by CNH and any other advertising and promotional materials provided to the Dealer including software, source and object codes, scripts, records, documents, specifications, plans, program listings, calculations and drawings;
  - (b) market data, any artificial intelligence analysis conducted using data collected by CNH from the Dealer or from other sources; and
  - (c) all Confidential Information necessary for, or which may be used in connection with the administration, operation and marketing of the CNH Business or the Network;
- (39) **Interest Rate** means interest at a rate equivalent to the CNH Capital past due wholesale rate as published in the Capital Rate Bulletin from time to time. The interest rate is currently defined as Prime Rate plus Dealer rating risk margin plus 3.0%;
- (40) **Inventory Finance Agreement** means the agreement between the Dealer and CNH Capital providing a facility pursuant to which the Dealer may fund the display of Products and Parts and includes any security given by Dealer in support of that agreement;
- (41) **In Warranty Servicing** means:
- (a) the maintenance and mechanical servicing of all Products and CNH Genuine Parts covered by a CNH Warranty or a statutory warranty;

- (b) any other inspections, corrections or servicing of Products required by CNH, and specified as In Warranty Servicing; and
  - (c) recall campaign related work as required by CNH from time to time.
- (42) **Key Accounts** means any account that is a company or business that operates across multiple Dealers' PMAs and is designated by CNH as a Key Account.
- (43) **Laws** includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise applicable to the jurisdiction in which the Location is located (for the avoidance of doubt, only Australian Laws will apply if the Location is in Australia and only New Zealand Laws will apply if the Location is in New Zealand);
- (44) **Location** means the location(s) specified in the Location Schedule(s); of the Schedule;
- (45) **Location Schedule** means the schedules titled "Schedule by Location" that form part of this Agreement and specify the Products, Brand Names, PMA and other details that apply to a particular Location;
- (46) **Lost Sales** means when a Customer purchases or was intending to purchase a product that is in direct competition with a Product why the Customer chose that product over a Product;
- (47) **Minimum Performance Criteria** means Minimum Performance Criteria and other standards for the CNH Business as set out in clause 12, and as otherwise set out in the Dealer Standards;
- (48) **Month** means a calendar month;
- (49) **Network** means the network of CNH Businesses;
- (50) **Occupancy Right** means any right to occupy the Location including as lessee, sublessee, licensee or as the holder of some other interest in the Location conferring an enforceable right to use or occupy them;
- (51) **Out of Warranty Servicing** means the maintenance and mechanical servicing of Products, and the use of CNH Genuine Parts, that are not covered by a CNH Warranty or a statutory warranty;
- (52) **Other Agreements** means the agreements between the Dealer and the applicable distributor of the products described in Item 13 of Schedule 1.
- (53) **Parts** means the spare parts, lubricants and other after-sales products sold by CNH or its Related Entities for use in or with Products and as otherwise specified in Annexure B or a Location Schedule(s);
- (54) **Products** means the CNH products specified in the Location Schedule/s and as otherwise specified in Annexure B or a Location Schedule(s), including any software and technology products that CNH have the rights to;
- (55) **Performance Criteria Failure** means any failure of the CNH Business of the Dealer to meet or exceed the Minimum Performance Criteria;
- (56) **Personal Information** has the meaning under the *Privacy Act 1988* (Cth) or the *Privacy Act 2020* NZ (as the context requires);
- (57) **PMA** means the prime marketing area set out in the Location Schedule(s);
- (58) **Prescribed Reason** means (only if the Code applies) if CNH:
- (a) withdraws from the Australian market;
  - (b) rationalises its networks in Australia; or
  - (c) changes its distribution models in Australia;
- (59) **Prior Agreement** means the dealer agreement between the parties described in Item 12 of Schedule 1;
- (60) **Privacy Laws** means, if the Location is in Australia, the *Privacy Act 1988* (Cth) and the Australian Privacy Principles or, if the Location is in New Zealand, the *Privacy Act 2020* NZ and the New Zealand Privacy Principles;

- (61) **Related Agreement** means any agreement between the Dealer and CNH or any agreement between the Dealer and a Related Entity of CNH, including CNH Capital, in connection with the Dealer and the Business including:
- (a) any agreement in connection with the supply of goods or services to the Dealer or an associate of the Dealer; and
  - (b) any loan agreement, facility agreement or letter or document or agreement which reserves or creates any Security Interest to secure the obligations of the Dealer or any Guarantor under this Agreement or any other agreement mentioned in this Agreement;
- (62) **Related Entity** has the meaning ascribed to that expression in the *Corporations Act 2001* (Cth) or section 2(3) of the *Companies Act 1993* NZ except that references to "company" in that section include any body corporate, whether incorporated or constituted in New Zealand or elsewhere (as the context requires);
- (63) **Reports** means the information that the Dealer is required to provide to CNH pursuant to clause 22;
- (64) **Sale Terms** means the terms and conditions of sale of the Products and Parts as prescribed in the Dealer Standards;
- (65) **Secondary Storage Location** means the address specified in the Location Schedule(s) (if applicable);
- (66) **Serious Complaint** has the meaning given to that term in clause 8.4(5);
- (67) **Serious Offence means:**
- (a) an offence under any law of the Commonwealth or a State or a Territory for which, if the act or omission had taken place in the Jervis Bay Territory (NZ), a person would be liable, on first conviction, to imprisonment for a period of not less than 5 years; or
  - (b) a contravention of any provision of the Corporations Act.
- (68) **Services** means the services provided with and incidental to the operation of a CNH Business, including the interval servicing, maintenance and repair of Products using the Parts;
- (69) **Signs** means the sign facings only as distinct from the sign fixtures to which the sign facings are attached;
- (70) **Special Conditions** means the special conditions (if any) set out in Item 11 of the Schedule;
- (71) **Standards** means each and all of the mandatory requirements relating to the establishment, equipping, layout, branding, appearance or operation of a CNH Business specified by CNH in writing (as set out in the Dealer Standards);
- (72) **Strategic Business Plan** means the strategic business plan to be prepared by the Dealer in accordance with the Dealer Standards for review prior to the Offer (if any) of a Term or Further Term;
- (73) **System** means the systems, methods, procedures, policies, standards and controls upon the operation of the Franchise as specified in the Dealer Standards or otherwise in writing by CNH;
- (74) **Technology Fee** means the amount set out in Item 10 of the Schedule;
- (75) **Term** means the period specified in Item 6 of the Schedule;
- (76) **Trademarks** means all those registered or unregistered trademarks, logos, designs, business names and trade names CNH may specify or substitute from time to time for use by the Dealer in the sale, marketing and promotion of the CNH Business, including those registered trademarks set out in Item 8 of the Schedule;
- (77) **Transaction Records** means complete details provided in the form specified in the Dealer Standards of all transactions between the Dealer and Customers, the Dealer and suppliers, the Dealer and the Australian Taxation Office or Inland Revenue NZ (as the context requires) in relation to GST, the CNH Business and the Dealer and CNH (but only insofar as those records relate to the CNH Business);

- (78) **Trust** means the trust (if any) specified in Item 2 of the Schedule; and
- (79) **Worker** means any person engaged by the Dealer to work in the CNH Business, and includes:
- (a) an employee;
  - (b) a contractor or subcontractor;
  - (c) an employee of a contractor or subcontractor;
  - (d) an employee of a labour hire company who has been assigned to work in the CNH Business;
  - (e) an apprentice or trainee;
  - (f) a student gaining work experience; and.
  - (g) a volunteer.

## 36 Interpretation

36.1 In this Agreement:

- (1) the singular includes the plural and the plural includes the singular;
- (2) a person includes a body corporate;
- (3) a party includes the party's executors, administrators, successors and assigns; and money is to Australian dollars, unless otherwise stated;
- (4) "including" and similar expressions are not words of limitation;
- (5) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

36.2 If a party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly. An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly. A party which is a trustee is bound both personally and in its capacity as a trustee.

36.3 Nothing in this Agreement will constitute a partnership, joint venture, employment, agency or form of fiduciary relationship between CNH and the Dealer.

36.4 No party has the power to obligate or bind any other party except as authorised by this Agreement.

**Signing page**

**EXECUTED** as an agreement on \_\_\_\_\_

**CNH:**

Executed by **CNH Industrial Australia Pty Limited**  
ACN 000 031 130 by its authorised representatives:

Director Ag Brands and Commercial

Head of Network Development ANZ

Print Name

Print Name

**Dealer:**

Executed by **J.J. O'Connor & Sons Pty Ltd** 005 242 142 in accordance with  
section 127 of the *Corporations Act 2001* (Cth):

Director

Director/Company Secretary

Name of Director

Name of Director/Company Secretary

**Guarantor(s):**

**Guarantor 1:**

Signed by (Name):

Signature

Witness Signed by (Name):

Signature

**Guarantor 2:**

Signed by (Name):

Signature

Witness Signed by (Name):

Signature

**Guarantor 3:**

Signed by (Name):

Signature

Witness Signed by (Name):

Signature

**Guarantor 4:**

Signed by (Name):

Signature

Witness Signed by (Name):

Signature

**Guarantor 5:**

Signed by (Name):

Signature

Witness Signed by (Name):

Signature

**Guarantor 6:**

Signed by (Name):

Signature

Witness Signed by (Name):

Signature

**Guarantor 7:**

Signed by (Name):

Signature

Witness Signed by (Name):

Signature

**Guarantor 8:**

Signed by (Name):

Signature

Witness Signed by (Name):

Signature

**SUBSIDIARIES OF  
TITAN MACHINERY INC.**

<b>Name</b>	<b>Ownership</b>	<b>Jurisdiction of Incorporation/ Organization</b>
NW Property Solutions LLC	100%	North Dakota
Titan European Holdings S.a.r.l.	100%	Luxembourg
Titan Machinery Ukraine LLC	100%	Ukraine
Titan Machinery Austria GmbH	100%	Austria
Titan Machinery Romania S.R.L.	100%	Romania
Titan Machinery Bulgaria AD	100%	Bulgaria
Titan Machinery Deutschland GmbH	100%	Germany
Titan Machinery Holdings Australia Pty Ltd	100%	Australia
J.J. O'Connor & Sons Pty. Ltd.	100%	Australia
Northern Meridian LLC	100%	North Dakota
Heartland Agriculture LLC	100%	Iowa
Heartland Solutions LLC	100%	Nebraska

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in Registration Statement Nos. 333-149426, 333-177982, 333-239065, 333-196463, and 333-279911 on Form S-8 of our reports dated March 31, 2026, relating to the consolidated financial statements of Titan Machinery Inc. and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended January 31, 2026.

/s/ DELOITTE & TOUCHE LLP

Minneapolis, Minnesota  
March 31, 2026

POWER OF ATTORNEY

---

Each person whose signature appears below constitutes and appoints BRYAN J. KNUTSON and ROBERT J. LARSEN his or her true and lawful attorneys-in-fact and agents, each acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign the Annual Report on Form 10-K of Titan Machinery Inc. for its fiscal year ended January 31, 2026, and any and all amendments to said Annual Report, and to deliver on my behalf said Annual Report and any and all amendments thereto, as each thereof is so signed, for filing with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully as to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his or her substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney has been signed on the 13<sup>th</sup> day of March, 2025 by the following persons::

/s/ Bryan Knutson  
Bryan J. Knutson, CEO & President, Director

/s/ Tony Christianson  
Tony Christianson, Director

/s/ Richard Mack  
Richard Mack, Director

/s/ David J. Meyer  
David J. Meyer, Chair & Director

/s/ Robert Larsen  
Robert J. Larsen, CFO

/s/ Frank Anglin  
Frank Anglin, Director

/s/ Christine Hamilton  
Christine Hamilton, Director

/s/ Jody Homer  
Jody Homer, Director

/s/ Richard Lewis  
Richard Lewis, Director

**CERTIFICATION  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT**

I, Bryan Knutson, certify that:

1. I have reviewed this report on Form 10-K of Titan Machinery Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting

Date: March 31, 2026

/s/ BRYAN KNUTSON

Bryan Knutson

*President and Chief Executive Officer*

**CERTIFICATION  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT**

I, Robert Larson, certify that:

1. I have reviewed this report on Form 10-K of Titan Machinery Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 31, 2026

/s/ ROBERT LARSEN

Robert Larsen

Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Titan Machinery Inc. (the "Company") on Form 10-K for the year ended January 31, 2026 as filed with the Securities and Exchange Commission (the "Report"), I, Bryan Knutson, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ BRYAN KNUTSON

Bryan Knutson

*President and Chief Executive Officer*

Date: March 31, 2026

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Titan Machinery Inc. (the "Company") on Form 10-K for the year ended January 31, 2026 as filed with the Securities and Exchange Commission (the "Report"), I, Robert Larsen, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 31, 2026

/s/ ROBERT LARSEN

Robert Larsen

*Chief Financial Officer*