

**NAVISTAR, INC.**

**THIRD PARTY DUE DILIGENCE REVIEW**

**Disclaimer/Waiver and Certification**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in my capacity as an Authorized Signatory of the Third Party named in Section II above, hereby certify that I have the authority to execute this document on behalf of the Third Party and certify, warrant and represent on behalf of such Third Party that the information provided herein is accurate and complete. I authorize Navistar to verify the truthfulness and completeness of the information I have provided and on behalf of the Third Party hereby waive and disclaim any and all claims or causes of action against Navistar should Navistar decline to engage in a business relationship with Third Party based upon any information either contained herein or discovered during the process of verifying the information herein.

Third Party represents, warrants, and covenants that in conducting its operations it has and will, at all times during its work for Navistar, conduct its operations ethically and in accordance with applicable laws of the United States and any Country in which Third Party does business, including but not limited to laws that prohibit commercial bribery, payments to officials, and money laundering (the “Anticorruption Laws”), and laws requiring compliance with local tax laws, import/export regulations and payment of applicable customs and duties (“Import/Export Laws”).

### Third Party shall keep accurate books and records and shall preserve all books, records, data and evidence of procedures and policies relating to the Third Party’s compliance with the foregoing and shall make all books, records, data and evidence of procedures and policies relating to compliance with the foregoing available for examination and audit by upon request of Navistar or the U.S. Government and shall provide the reasonable assistance of Third Party’s employees with knowledge of compliance efforts in connection with any such examination or audit.

Third Party acknowledges that Navistar’s corporate policy prohibits payments made to induce a Government official to perform a routine duty or service, commonly referred to as “facilitating payments” and agrees that no such payments will be made or offered by Third Party on Navistar’s behalf.

These representations and warranties shall be deemed to be continuing in effect throughout the relationship between Third Party and Navistar. Third Party agrees that it shall promptly, and no more than fifteen (15) business days after becoming aware of, advise Navistar of any change in circumstances which may affect the continuing validity of the representations and warranties and shall indemnify and hold Navistar harmless from any and all claims, losses or causes of action based on a breach by Third Party of these representations and warranties or on Navistar’s justifiable reliance on the representations made by Third Party herein.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 Title of Authorized Signatory Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Authorized Signatory

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name