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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549**

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**FORM S-8**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**TEREX CORPORATION**

(Exact name of Registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**34-1531521**

(I.R.S. employer identification no.)

301 Merritt 7, 4th Floor  
Norwalk, Connecticut 06851  
(203) 222-7170

(Address, including zip code, and telephone number,  
including area code, of Registrants' principal executive offices)

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Amended and Restated REV Group, Inc. 2016 Omnibus Incentive Plan  
(Full Title of the Plan)

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Scott J. Posner, Esq.  
Senior Vice President, Secretary  
and General Counsel  
Terex Corporation  
301 Merritt 7, 4th Floor  
Norwalk, Connecticut 06851  
(203) 222-7170

(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

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

**Large accelerated filer**

**Accelerated filer**

**Non-accelerated filer**

**Smaller Reporting Company**

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 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

Terex Corporation (“we”, “us”, the “Company” or the “Registrant”) is filing this Registration Statement on Form S-8 (this “Registration Statement”) relating to the shares of the Company’s common stock, par value \$0.01 per share (“Terex Common Stock”), that may be issued pursuant to awards outstanding under the Amended and Restated REV Group, Inc. (“REV”) 2016 Omnibus Incentive Plan (the “Plan”).

On October 29, 2025, the Company, REV, Tag Merger Sub 1 Inc. (“Merger Sub 1”) and Tag Merger Sub 2 LLC (“Merger Sub 2”) entered into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which (i) Merger Sub 1 merged with and into REV (the “First Merger”), whereupon the separate existence of Merger Sub 1 ceased, and REV continued as the surviving corporation of the first merger and a direct wholly owned subsidiary of the Company and (ii) immediately after the first merger, REV merged with and into Merger Sub 2 (the “Second Merger” and, together with the First Merger, the “Mergers”), whereupon the separate existence of REV ceased, and Merger Sub 2 continued as the surviving entity of the Second Merger and a direct wholly owned subsidiary of the Company. Pursuant to the Merger Agreement, the Company assumed all of the obligations of REV under the Plan and all awards thereunder.

Upon the Mergers becoming effective (the “Effective Time”), each restricted share award granted under the Plan outstanding immediately prior to the Effective Time (each, a “REV Restricted Share Award”), was automatically assumed and converted, at the Effective Time, into (i) an award of restricted shares of Terex Common Stock (a “Terex Restricted Share Award”), relating to a number of shares of Terex Common Stock equal to the product, rounded down to the nearest whole number of shares, of (A) a the number of shares of common stock, par value \$0.001 per share, of REV (“REV Common Stock”) subject to the corresponding Rolex Restricted Share Award immediately prior to the Effective Time, *multiplied by* (B) the Exchange Ratio (as defined below), and (ii) an amount in restricted cash equal to the product of (A) the Cash Consideration (as defined below), *multiplied by* (B) the number of shares of REV Common Stock subject to the corresponding REV Restricted Share Award immediately prior to the Effective Time. The “Exchange Ratio” means the ratio of 0.9809 to 1, and the “Cash Consideration” means \$8.71 in cash without interest.

Upon the Effective Time, each award of restricted stock units (“RSUs”) granted under the Plan outstanding immediately prior to the Effective Time (each, a “REV RSU Award”) was automatically assumed and converted, at the Effective Time, into (i) an award of RSUs relating to shares of Terex Common Stock (any such award, a “Terex RSU” and together with the Terex Restricted Share Awards, the “Terex Stock Awards”), relating to a number of shares of Terex Common Stock equal to the product, rounded down to the nearest whole number of shares, of (A) the number of shares of REV Common Stock subject to the corresponding REV RSU Award immediately prior to the Effective Time, *multiplied by* (B) the Award Exchange Ratio (as defined below), and (ii) an amount in restricted cash equal the amount of any dividend equivalents that were accrued, but unpaid, as of immediately prior to the Effective Time with respect to the corresponding REV RSU Award. “Award Exchange Ratio” means 1.1309 to 1, which is the sum of (i) the Exchange Ratio and (ii) the quotient of (a) the Cash Consideration, *divided by* (b) the average of the volume weighted averages of the trading prices of a share of Terex Common Stock on the New York Stock Exchange on each of the five consecutive trading days ending on (and including) the trading day that is two trading days prior to the Effective Time, rounded to the nearest cent.

This Registration Statement is being filed by the Company to register 915,862 shares of Terex Common Stock, which is equal to the of number of shares of Terex Common Stock subject to the Terex Stock Awards. Such shares of Terex Common Stock will be issued in accordance with, and subject to the terms and conditions of, an exception under Rule 303A.08 of the New York Stock Exchange Listed Company Manual (“Rule 303A.08”). Pursuant to an exception under Rule 303A.08, shares that are available for grant under a pre-existing shareholder approved plan of an issuer that is acquired in an acquisition or merger may be used (after appropriate adjustment of the number of shares to reflect the transaction) by the listed acquiring company for certain post-transaction grants, either under the pre-existing plan or another plan, provided that (i) the time during which those shares are available for grants is not extended beyond the period when they would have been available under the pre-existing plan, absent the transaction, and (ii) such awards are not granted to individuals who were employed, immediately before the transaction, by the post-transaction listed company or entities that were its subsidiaries immediately before the transaction.

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## PART I

### INFORMATION REQUIRED IN THE 10(a) PROSPECTUS

The documents containing the information specified in this Part I will be sent or given to all participants in the “Plan” as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the “Securities Act”). Such documents are not filed with the Securities and Exchange Commission (the “SEC” or “Commission”) either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference

The SEC allows the Company to “incorporate by reference” the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information contained in those incorporated documents is considered part of this Registration Statement, and later information we file with the SEC will automatically update and supersede this information.

We incorporate by reference the documents listed below that we have filed previously with the SEC under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and any future filings we make with the SEC under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this Registration Statement which indicates that all the Terex Common Stock offered hereby has been sold or which deregisters all of the Terex Common Stock offered hereby that remains unsold:

- (a) [Our Annual Report on Form 10-K for the year ended December 31, 2024;](#)
  - (b) [Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2025;](#)
  - (c) [Our Quarterly Report on Form 10-Q for the quarter ended June 30, 2025;](#)
  - (d) [Our Quarterly Report on Form 10-Q for the quarter ended September 30, 2025;](#)
  - (e) [Our Current Report on Form 8-K filed on January 17, 2025;](#)
  - (f) [Our Current Report on Form 8-K filed on February 6, 2025;](#)
  - (g) [Our Current Report on Form 8-K filed on February 7, 2025;](#)
  - (h) [Our Current Report on Form 8-K filed on April 17, 2025;](#)
  - (i) [Our Current Report on Form 8-K filed on May 2, 2025;](#)
  - (j) [Our Current Report on Form 8-K filed on May 5, 2025;](#)
  - (k) [Our Current Report on Form 8-K filed on May 16, 2025;](#)
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- (l) [Our Current Report on Form 8-K filed on July 21, 2025;](#)
- (m) [Our Current Report on Form 8-K filed on July 31, 2025;](#)
- (n) [Our Current Report on Form 8-K filed on August 4, 2025;](#)
- (o) [Our Current Report on Form 8-K filed on August 14, 2025;](#)
- (p) [Our Current Report on Form 8-K filed on October 1, 2025;](#)
- (q) [Our Current Report on Form 8-K filed on October 21, 2025;](#)
- (r) [Our Current Report on Form 8-K filed on October 30, 2025;](#)
- (s) [Our Current Report on Form 8-K filed on October 30, 2025;](#)
- (t) [Our Current Report on Form 8-K filed on January 20, 2026;](#)
- (u) [Our Notice of Annual Meeting of Stockholders and Proxy Statement dated April 1, 2025;](#) and
- (v) The description of Terex Common Stock contained in our Registration Statement on Form 8-A filed on February 22, 1991, as updated by Exhibit 4.5 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed on February 7, 2025, and as subsequently amended or updated.

You may request a copy of any of these filings, at no cost, by contacting us at the following address:

301 Merritt 7, 4th Floor  
Norwalk, Connecticut 06851  
Telephone (203) 222-7170

Any statement contained in a document that is incorporated, or deemed incorporated, by reference in this Registration Statement shall be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement, or incorporated by reference in this Registration Statement or in any other subsequently filed document that also is, or is deemed, incorporated by reference in this Registration Statement, modifies or supersedes such statement. Any statement so modified or superseded shall not be a part of this Registration Statement, except as so modified or superseded.

Nothing in this Registration Statement shall be deemed to incorporate information furnished but not filed with the SEC pursuant to Items 2.02 or 7.01 of Form 8-K (or any corresponding information or exhibits furnished under Item 9.01 to any such Form 8-K).

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Scott J. Posner, Esq., has rendered an opinion on the validity of the Terex Common Stock being registered under the Plan pursuant to this Registration Statement. Mr. Posner is a senior vice president, secretary and the general counsel of the Company. A copy of his opinion is attached as Exhibit 5.1 to this Registration Statement. Mr. Posner is paid a salary by the Company, is a participant in various employee benefit plans and incentive plans offered by it and holds shares of Terex Common Stock.

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Item 6. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law (“DGCL”) and Article X of the Company’s Amended and Restated By-laws (“By-laws”) provide for the indemnification of the Company’s directors and officers in a variety of circumstances, which may include liabilities under the Securities Act.

Article X of the Company’s By-laws generally requires the Company to indemnify its officers and directors against all liabilities (including judgments, settlements, fines and penalties) and reasonable expenses incurred in connection with the investigation, defense, settlement or appeal of certain actions, whether instituted by a third party or a stockholder (either directly or indirectly) and including specifically, but without limitation, actions brought under the Securities Act and/or the Exchange Act; except that no such indemnification will be permitted if such director or officer was not successful in defending against any such action and it is determined that the director or officer breached or failed to perform his or her duties to the Company, and such breach or failure constitutes (i) a willful breach of his or her “duty of loyalty” (as defined therein), (ii) acts or omissions not in “good faith” (as defined therein) or involving intentional misconduct or a knowing violation of the law, (iii) a violation of Section 174 of the DGCL, relating to prohibited dividends or distributions or the repurchase or redemption of stock, or (iv) a transaction where such individual derived an improper direct personal financial profit (unless it is deemed that such profit is immaterial in light of all of the circumstances) (collectively, “Breach of Duty”). Notwithstanding the foregoing, subject to certain exceptions, the By-laws provide that directors or officers initiating an action are not entitled to indemnification.

The By-laws also establish certain procedures by which (i) a director or officer may request an advance on his or her reasonable expenses, prior to the final disposition of an action, (ii) the Company may withhold an indemnification payment from a director or officer, (iii) a director or officer may be entitled to partial indemnification, and (iv) a director or officer may challenge the Company’s denial to furnish him or her with requested indemnification. Additionally, the By-laws provide that the adverse termination of an action against an officer or director is not in and of itself sufficient to create a presumption that a director or officer engaged in conduct constituting a Breach of Duty.

Finally, the Company’s Restated Certificate of Incorporation, as amended, contains a provision that eliminates the personal liability of a director to the Company and its stockholders for certain breaches of his or her fiduciary duty of care as a director. This provision does not, however, eliminate or limit the personal liability of a director (i) for any breach of such director’s “duty of loyalty” (as defined therein) to the Company or its stockholders, (ii) for acts or omissions not in “good faith” (as defined therein) or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, relating in general to the willful or negligent payment of an illegal dividend or the authorization of an unlawful stock repurchase or redemption, or (iv) for any transaction from which the director derived an improper personal profit to the extent of such profit. This provision of the Restated Certificate of Incorporation, as amended, offers persons who serve on the Board of Directors of the Company protection against awards of monetary damages resulting from negligent (except as indicated above) and “grossly” negligent actions taken in the performance of their duty of care, including grossly negligent business decisions made in connection with takeover proposals for the Company. As a result of this provision, the ability of the Company or a stockholder thereof to successfully prosecute an action against a director for a breach of his or her duty of care has been limited. However, the provision does not affect the availability of equitable remedies such as an injunction or rescission based upon a director’s breach of his or her duty of care. Although the validity and scope of Section 145 of the DGCL (generally relating to indemnification of directors and others) has not been tested in court, the SEC has taken the position that the provision will have no effect on claims arising under the Federal securities laws.

The Company maintains a directors’ and officers’ insurance policy which insures the officers and directors of the Company from any claim arising out of an alleged wrongful act by such persons in their respective capacities as officers and directors of the Company.

Item 7. Exemption from Registration Claimed

Not applicable.

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Item 8. Exhibits

- 4.1 [Restated Certificate of Incorporation of Terex Corporation \(incorporated by reference to Exhibit 3.1 to the Form S-1 Registration Statement of Terex Corporation, Registration Number 33-52297\).](#)
- b. [Certificate of Elimination with respect to the Series B Preferred Stock \(incorporated by reference to Exhibit 4.3 to the Form 10-K for the year ended December 31, 1997 of Terex Corporation, Commission File No. 1-10702\).](#)
- c. [Certificate of Amendment to Certificate of Incorporation of Terex Corporation dated June 5, 1998 \(incorporated by reference to Exhibit 3.3 to the Form 10-K for the year ended December 31, 1998 of Terex Corporation, Commission File No. 1-10702\).](#)
- d. [Certificate of Amendment to Certificate of Incorporation of Terex Corporation dated July 17, 2007 \(incorporated by reference to Exhibit 3.1 to the Form 8-K, Commission File No. 1-10702, dated July 17, 2007 and filed with the Commission on July 17, 2007\).](#)
- e. [Amended and Restated Bylaws of Terex Corporation \(incorporated by reference Exhibit 3.1 to the Form 8-K, Commission File No. 1-10702, dated May 14, 2025 and filed with the Commission on May 16, 2025\).](#)
- 5.1\* [Opinion of Scott J. Posner, Esq., as to the legality of the securities being registered.](#)
- 10.1\* [Amended and Restated REV Group, Inc. 2016 Omnibus Incentive Plan.](#)
- 23.1\* [Consent of KPMG LLP.](#)
- 23.2\* [Consent of Scott J. Posner, Esq. \(included in the opinion filed as Exhibit 5.1 hereto\).](#)
- 24.1\* [Powers of Attorney of certain officers and directors of the Registrant \(included on the signature page of this Registration Statement\).](#)
- 107\* [Calculation of Registration Fee Table.](#)

\* Filed herewith.

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Item 9. Undertakings

a. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment hereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

*provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

b. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

c. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the city of Norwalk, State of Connecticut, on January 30, 2026.

**TEREX CORPORATION**

By: /s/ Scott J. Posner

Name: Scott J. Posner

Title: Senior Vice President, Secretary and General Counsel

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## POWER OF ATTORNEY

We, the undersigned directors and officers of Terex Corporation (the “Company”), hereby severally constitute and appoint Simon A. Meester, Jennifer Kong-Picarello, and Scott J. Posner, and each of them singly, as our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-8 filed herewith (the “Registration Statement”) and any and all subsequent amendments to the Registration Statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable the Company to comply with the provisions of the Securities Act of 1933, as amended (the “Securities Act”), and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated:

<u>NAME</u>	<u>TITLE</u>	<u>DATE</u>
/s/ Simon A. Meester Simon A. Meester	President, Chief Executive Officer and Director (Principal Executive Officer)	January 30, 2026
/s/ Jennifer Kong-Picarello Jennifer Kong-Picarello	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	January 30, 2026
/s/ Stephen A. Johnston Stephen A. Johnston	Vice President, Chief Accounting Officer and Controller (Principal Accounting Officer)	January 30, 2026
/s/ David A. Sachs David A. Sachs	Non-Executive Chairman	January 30, 2026
/s/ Paula H. J. Cholmondeley Paula H. J. Cholmondeley	Director	January 30, 2026
/s/ Donald DeFosset Donald DeFosset	Director	January 30, 2026
/s/ Sandie O’Connor Sandie O’Connor	Director	January 30, 2026
/s/ Srikanth Padmanabhan Srikanth Padmanabhan	Director	January 30, 2026
/s/ Christopher Rossi Christopher Rossi	Director	January 30, 2026
/s/ Andra Rush Andra Rush	Director	January 30, 2026
/s/ Oluseun Salami Oluseun Salami	Director	January 30, 2026

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January 30, 2026

Terex Corporation  
301 Merritt 7, 4th Floor  
Norwalk, CT 06851

RE: Registration Statement on Form S-8

Ladies and Gentlemen:

I am Senior Vice President, General Counsel and Secretary of Terex Corporation, a Delaware corporation (the "Company"), and am rendering this opinion in connection with the Company's filing of a Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended, to register 915,862 shares of the Company's common stock, par value \$.01 per share (the "Common Stock"), issuable pursuant to outstanding and unvested awards of restricted stock and restricted stock units initially granted by REV Group, Inc. under the REV Group, Inc. 2016 Omnibus Incentive Plan (the "Plan") which were assumed by the Company and converted into awards of restricted stock and restricted stock units with respect to shares of the Company's Common Stock at the effective time of the Mergers (as defined in the Registration Statement).

I am admitted to the practice of law in the State of New York and I express no opinion as to the laws of any other jurisdiction other than the General Corporation Law of the State of Delaware.

In connection with the foregoing, I have examined, among other things, the Registration Statement, the Plan, and originals or copies, satisfactory to me, of all such corporate records and of all such agreements, certificates and other documents as I have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, I have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of all documents submitted to me as originals, the conformity with the original documents of documents submitted to me as certified or photostatic copies and the authenticity of the originals of such copies or by facsimile or other means of electronic transmission, or which we obtained from the SEC's Electronic Data Gathering, Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or governmental authority or regulatory body and the authenticity of the originals of such latter documents. If any documents I examined in printed, word processed or similar form have been filed with the SEC on EDGAR or such court or governmental authority or regulatory body, I have assumed that the document so filed is identical to the document I examined except for formatting changes. As to various facts material to such opinion, I have, to the extent relevant facts were not independently established by me, relied on certificates of public officials and certificates and oaths and declarations of officers or other representatives of the Company.

Based upon and subject to the foregoing, I am of the opinion that the 915,862 shares of the Company's Common Stock being registered pursuant to the Registration Statement have been duly authorized, and when issued and paid for pursuant to the provisions of the Plan, will be duly authorized, validly issued, fully paid and non-assessable.

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I hereby consent to the filing of a copy of this opinion as an exhibit to the Registration Statement and to the use of my name in such Registration Statement as counsel who has passed upon the legality of the Common Stock, including any amendment thereto.

Respectfully,

/s/ Scott J. Posner

Scott J. Posner

Senior Vice President, General Counsel and Secretary

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**REV GROUP, INC.**  
**2016 OMNIBUS INCENTIVE PLAN**  
**(Amended and Restated as of February 29, 2024)**

Section 1. *Purpose and Background.*

The purpose of the Amended and Restated REV Group, Inc. 2016 Omnibus Incentive Plan (as amended and restated, the “**Plan**”) is to motivate and reward those employees and other individuals who are expected to contribute significantly to the success of REV Group, Inc. (together with its subsidiaries and any and all successor entities, the “**Company**”) to perform at the highest level and to further the best interests of the Company and its shareholders.

The REV Group, Inc. 2016 Omnibus Incentive Plan (the “**2016 Plan**”) was initially adopted by the Board and approved by the shareholder(s) of the Company in January 2017. The Plan, as so amended and restated, shall be effective as of the date of its approval by the shareholders of REV Group, Inc. (the “**Effective Date**”).

Section 2. *Definitions.* As used in the Plan, the following terms shall have the meanings set forth below:

- (a) “**Administrator**” means the Board or, if and to the extent designated by the Board, the Compensation Committee or such other committee as may be designated by the Board.
- (b) “**Affiliate**” means (i) any entity that, directly or indirectly, is controlled by the Company, (ii) any entity in which the Company, directly or indirectly, has a significant equity interest, in each case as determined by the Administrator and (iii) any other company which the Administrator determines should be treated as an “Affiliate.”
- (c) “**Award**” means any Option, SAR, Restricted Stock, RSU, Deferred Award, Other Cash-Based Award or Other Share-Based Award granted under the Plan.
- (d) “**Award Agreement**” means any agreement, contract or other instrument or document evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.
- (e) “**Beneficial Owner**” has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.
- (f) “**Board**” means the board of directors of the Company.
- (g) “**Cause**” means, with respect to any Participant, “cause” as defined in such Participant’s Service Provider Agreement, if any, or if not so defined, except as otherwise provided in such Participant’s Award Agreement, such Participant’s:
  - (i) having engaged in material misconduct in providing services to the Company or its Affiliates;

(ii) having engaged in conduct that he or she knew or reasonably should have known would be materially injurious to the Company or its Affiliates;

(iii) having been convicted of, or having entered a plea bargain or settlement admitting guilt for, (x) a felony or (y) any other criminal offense involving moral turpitude, fraud or, in the course of the performance of the Participant's service to the Company, material dishonesty;

(iv) unlawful use or possession of illegal drugs on the Company's premises or while performing the Participant's duties and responsibilities to the Company;

(v) the commission of an act of fraud, embezzlement or misappropriation, in each case, against the Company or any Affiliate; or

(vi) the material breach of any applicable Service Provider Agreement.

(h) **"Change of Control"** means the occurrence of any one or more of the following events, except as otherwise provided in the Participant's Award Agreement:

(i) any Person (other than (A) an employee benefit plan or trust maintained by the Company or (B) American Industrial Partners, American Industrial Partners Capital Fund IV, LP, American Industrial Partners Capital Fund IV (Parallel), LP or any of their affiliates) becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's outstanding securities entitled to vote generally in the election of directors;

(ii) at any time during a period of 12 consecutive months, individuals who at the beginning of such period constituted the Board and any new member of the Board whose election or nomination for election was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was so approved, cease for any reason to constitute a majority of members of the Board; or

(iii) the consummation of (A) a merger or consolidation of the Company or any of its subsidiaries with any other corporation or entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity or, if applicable, the ultimate parent thereof) at least 50% of the combined voting power and total fair market value of the securities of the Company or such surviving entity or parent outstanding immediately after such merger or consolidation, or (B) any sale, lease, exchange or other transfer to any Person (other than any Affiliate) of assets of the Company

and/or any of its subsidiaries, in one transaction (or a series of related transactions during the 12-month period ending on the date of the most recent transaction), having an aggregate fair market value of more than 50% of the fair market value of the Company and its subsidiaries (the “**Company Value**”) immediately prior to such transaction(s), but only to the extent that, in connection with such transaction(s) or within a reasonable period thereafter, the Company’s shareholders receive distributions of cash and/or assets having a fair market value that is greater than 50% of the Company Value immediately prior to such transaction(s).

Notwithstanding the foregoing or any provision of any Award Agreement to the contrary, for any Award that provides for accelerated distribution on a Change of Control of amounts that constitute “deferred compensation” (as defined in Section 409A of the Code and the regulations thereunder), if the event that constitutes such Change of Control does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company’s assets (in either case, as defined in Section 409A of the Code), such amount shall not be distributed on such Change of Control but instead shall vest as of the date of such Change of Control and shall be paid on the scheduled payment date specified in the applicable Award Agreement, except to the extent that earlier distribution would not result in the Participant who holds such Award incurring interest or additional tax under Section 409A of the Code.

(i) “**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(j) “**Compensation Committee**” means the compensation committee of the Board.

(k) “**Consultant**” means any individual, including an advisor, who is providing services to the Company or any Affiliate, other than as an Employee or non-employee Director, or who has accepted an offer of service or consultancy from the Company or any Affiliate.

(l) “**Consulting Agreement**” means any consulting or similar agreement between the Company or any Affiliate and the Participant.

(m) “**Deferred Award**” shall mean an Award granted pursuant to Section 9.

(n) “**Director**” means any member of the Company’s Board.

(o) “**Disability**” means, with respect to any Participant, “disability” as defined in such Participant’s Service Provider Agreement, if any, or if not so defined, except as otherwise provided in such Participant’s Award Agreement:

(i) a permanent and total disability that entitles the Participant to disability income payments under any long-term disability plan or policy provided by the Company under which the Participant is covered, as such plan or policy is then in effect; or

(ii) if such Participant is not covered under a long-term disability plan or policy provided by the Company at such time for whatever reason, then the term “Disability” means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months, and, in this case, the existence of any such Disability will be certified by a physician acceptable to the Company.

(p) “**Employee**” means any individual, including any officer, employed by the Company or any Affiliate or any prospective employee or officer who has accepted an offer of employment from the Company or any Affiliate, with the status of employment determined based upon such factors as are deemed appropriate by the Administrator in its discretion, subject to any requirements of the Code or the applicable laws.

(q) “**Employment Agreement**” means any employment, severance or similar agreement (including any offer letter) between the Company or any Affiliate and the Participant.

(r) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(s) “**Fair Market Value**” means (i) with respect to Shares, the closing price of a Share on the date in question (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred) on the principal stock market or exchange on which the Shares are quoted or traded, or if Shares are not so quoted or traded, fair market value of a Share as determined by the Administrator, and (ii) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Administrator.

(t) “**Incentive Stock Option**” means an option representing the right to purchase Shares from the Company, granted pursuant to the provisions of Section 6, that meets the requirements of Section 422 of the Code.

(u) “**Intrinsic Value**” with respect to an Option or SAR Award means (i) the excess, if any, of the price or implied price per Share in a Change of Control or other event *over* (ii) the exercise or hurdle price of such Award *multiplied* by (iii) the number of Shares covered by such Award.

(v) “**Non-Qualified Stock Option**” means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that is not an Incentive Stock Option.

(w) “**Option**” means an Incentive Stock Option or a Non-Qualified Stock Option.

(x) “**Other Cash-Based Award**” means a cash Award granted pursuant to Section 10, including cash awarded as a bonus or upon the attainment of specified performance criteria or otherwise as permitted under the Plan.

(y) “**Other Share-Based Award**” means an Award granted pursuant to Section 10 that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, Awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Administrator.

(z) “**Participant**” means the recipient of an Award granted under the Plan.

(aa) “**Person**” has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 12(d) and 13(d) thereof, including “group” as defined in Section 13(d) thereof.

(bb) “**Restricted Stock**” means any Share granted pursuant to Section 8.

(cc) “**RSU**” means a contractual right granted pursuant to Section 8 that is denominated in Shares. Each RSU represents a right to receive the value of one Share (or a percentage of such value) in cash, Shares or a combination thereof. Awards of RSUs may include the right to receive dividend equivalents.

(dd) “**SAR**” means any right granted pursuant to Section 7 to receive upon exercise by the Participant or settlement, in cash, Shares or a combination thereof, the excess of (i) the Fair Market Value of one Share on the date of exercise or settlement over (ii) the exercise or hurdle price of the right on the date of grant, or if granted in connection with an Option, on the date of grant of the Option.

(ee) “**SEC**” means Securities and Exchange Commission.

(ff) “**Service Provider Agreement**” means any Employment Agreement or Consulting Agreement.

(gg) “**Shares**” means shares of the Company’s common stock, \$0.001 par value per Share.

(hh) “**Substitute Award**” means an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company or other business acquired by the Company or with which the Company combines.

(ii) “**Termination of Service**” means, in the case of a Participant who is an employee of the Company or an Affiliate, cessation of the employment relationship such that the Participant is no longer an employee of the Company or any Affiliate, or, in the case of a Participant who is an independent contractor or other service provider, the date the performance of services for the Company or any Affiliate has ended; *provided, however*, that in the case of an employee, the transfer of employment from the Company to an Affiliate, from an Affiliate to the Company, from one Affiliate to another Affiliate or, unless the Administrator determines otherwise, the cessation of employee status but the continuation of the performance of services for the Company or an Affiliate as a Director of the Board or an independent contractor shall not be deemed a cessation of service that would constitute a Termination of Service; *provided, further*, that a Termination of Service shall be deemed to occur for a Participant employed by an Affiliate when an Affiliate ceases to be an Affiliate unless such Participant’s employment continues with the Company or another Affiliate. Notwithstanding the foregoing, with respect to any Award subject to Section 409A of the Code (and not exempt therefrom), a Termination of Service occurs when a Participant experiences a “separation of service” (as such term is defined under Section 409A of the Code).

### Section 3. *Eligibility.*

(a) Any Employee, Consultant, non-employee Director of the Company or an Affiliate or any other individual who provides services to the Company or any Affiliate shall be eligible to be selected to receive an Award under the Plan, to the extent an offer of an Award or a receipt of such Award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(b) Holders of options and other types of awards granted by a company acquired by the Company or with which the Company combines are eligible for grants of Substitute Awards under the Plan to the extent permitted under applicable regulations of any stock exchange on which the Company is listed.

### Section 4. *Administration.*

(a) *Administration of the Plan.* The Plan shall be administered by the Administrator. All decisions of the Administrator shall be final, conclusive and binding upon all parties, including the Company, its shareholders, Participants and any Beneficiaries thereof. The Administrator may issue rules and regulations for administration of the Plan. It shall meet at such times and places as it may determine.

(b) *Delegation.* To the extent permitted by applicable law, including under Section 152(b) and Section 157(c) of the Delaware General Corporation Law, the Administrator may delegate to one or more officers of the Company the authority to grant Awards, except that such delegation shall not be applicable to any Award for a Person

then covered by Section 16 of the Exchange Act, and the Administrator may delegate to one or more committees of the Board (which may consist of solely one Director) the authority to grant all types of Awards, in accordance with applicable law.

(c) *Authority of Administrator.* Subject to the terms of the Plan and applicable law, the Administrator (or its delegate) shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent and under what circumstances Awards may be settled or exercised in cash, Shares, other Awards, other property, net settlement, or any combination thereof, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent and under what circumstances cash, Shares, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Administrator; (vii) amend terms or conditions of any outstanding Awards, including without limitation, to accelerate the time or times at which the Award becomes vested, unrestricted or may be exercised; (viii) correct any defect, supply any omission and reconcile any inconsistency in the Plan or any Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; (ix) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents, trustees, brokers, depositories and advisors and determine such terms of their engagement as it shall deem appropriate for the proper administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations; and (xi) make any other determination and take any other action that the Administrator deems necessary or desirable for the administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

Section 5. *Shares Available for Awards.*

(a) Subject to adjustment as provided in Section 5(c) and except for Substitute Awards, the maximum number of Shares available for issuance under the Plan as of the Effective Date shall not exceed in the aggregate 2,872,218 Shares.

(b) If any Award is forfeited, expires, terminates, otherwise lapses or is settled for cash, in whole or in part, without the delivery of Shares, then the Shares covered by such forfeited, expired, terminated or lapsed Award or Award settled in cash shall again be available for grant under the Plan. For the avoidance of doubt, the following will not again become available for issuance under the Plan: (i) any Shares withheld in respect of taxes, (ii) any Shares tendered or withheld to pay the exercise price of Options and (iii) any Shares underlying an Award of SARs.

(c) In the event that the Administrator determines that, as a result of any dividend or other distribution (whether in the form of cash, Shares or other securities), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, separation, rights offering, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, issuance of Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Administrator shall, subject to compliance with Section 409A of the Code, adjust equitably (including, without limitation, by payment of cash) any or all of:

(i) the number and type of Shares (or other securities) which thereafter may be made the subject of Awards, including the aggregate limit specified in Section 5(a);

(ii) the number and type of Shares (or other securities) subject to outstanding Awards; and

(iii) the grant, purchase, exercise or hurdle price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award;

*provided, however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or Shares acquired by the Company.

(e) No Participant who is a non-employee Director may receive Awards under the Plan or cash compensation for any calendar year, subject to adjustment as provided in (c), that relate to more than \$1,000,000 in the aggregate.

Section 6. *Options.* The Administrator is authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Administrator shall determine:

(a) The exercise price per Share under an Option shall be determined by the Administrator at the time of grant; *provided, however*, that, except in the case of Substitute Awards, and subject to Section 6(e), such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such Option;

(b) The term of each Option shall be fixed by the Administrator but shall not exceed 10 years from the date of grant of such Option;

(c) The Administrator shall determine the time or times at which an Option becomes vested and exercisable in whole or in part;

(d) The Administrator shall determine the method or methods by which, and the form or forms, including cash, Shares, other Awards, other property, net settlement, broker assisted cashless exercise or any combination thereof, having a Fair Market Value on the exercise date equal to the exercise price of the Shares as to which the Option shall be exercised, in which payment of the exercise price with respect thereto may be made or deemed to have been made;

(e) The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. Incentive Stock Options may be granted only to employees of the Company or of a parent or subsidiary corporation (as defined in Section 424(a) of the Code). Notwithstanding any designation as an Incentive Stock Option, to the extent that the aggregate Fair Market Value of Shares subject to a Participant's incentive stock options that become exercisable for the first time during any calendar year exceeds \$100,000, such excess Options shall be treated as Non-Qualified Stock Options. For purposes of the foregoing, Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of the Shares shall be determined as of the time of grant. No Incentive Stock Options may be issued more than ten years following the earlier of (i) the date of adoption or (ii) the most recent date of approval of this Plan by the Company's shareholders. In the case of a 10% shareholder, the exercise price per Share under an Incentive Stock Option shall not be less than 110% of the Fair Market Value on the date of grant of such Incentive Stock Option and the term of such Incentive Stock Option shall not exceed five years from the date of grant of such Incentive Stock Option.

Section 7. *Stock Appreciation Rights.* The Administrator is authorized to grant SARs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Administrator shall determine:

(a) SARs may be granted under the Plan to Participants either alone ("freestanding") or in addition to other Awards granted under the Plan ("tandem") and may, but need not, relate to a specific Option granted under Section 6.

(b) The exercise or hurdle price per Share under a SAR shall be determined by the Administrator; *provided, however,* that, except in the case of Substitute Awards, such exercise or hurdle price shall not be less than the Fair Market Value of a Share on the date of grant of such SAR.

(c) The term of each SAR shall be fixed by the Administrator but shall not exceed 10 years from the date of grant of such SAR.

(d) The Administrator shall determine the time or times at which a SAR may be exercised or settled in whole or in part.

(e) Upon the exercise of an SAR, the Company shall pay to the Participant an amount equal to the number of Shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one Share on the exercise date over the exercise or hurdle price of such SAR. The Company shall pay such excess in cash, in Shares valued at Fair Market Value, or any combination thereof, as determined by the Administrator.

Section 8. *Restricted Stock and RSUs.* The Administrator is authorized to grant Awards of Restricted Stock and RSUs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Administrator shall determine:

(a) The Award Agreement shall specify the vesting conditions and, with respect to RSUs, the delivery schedule (which may include deferred delivery later than the vesting date) and whether the Award of Restricted Stock or RSUs is entitled to dividends or dividend equivalents, voting rights or any other rights.

(b) Shares of Restricted Stock and RSUs shall be subject to such restrictions as the Administrator may impose (including any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend, dividend equivalent or other right), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Administrator may deem appropriate.

(c) Any Share of Restricted Stock granted under the Plan may be evidenced in such manner as the Administrator may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of shares of Restricted Stock granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock.

(d) The Administrator may provide in an Award Agreement that an Award of Restricted Stock is conditioned upon the Participant making or refraining from making an election with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Restricted Stock, the Participant shall be required to file promptly a copy of such election with the Company and the applicable Internal Revenue Service office.

(e) The Administrator may determine the form or forms (including cash, Shares, other Awards, other property or any combination thereof) in which payment of the amount owing upon settlement of any RSU Award may be made.

Section 9. *Deferred Awards.* The Administrator is authorized, subject to limitations under applicable law, to grant to Participants Deferred Awards, which may be a right to receive Shares or cash under the Plan (either independently or as an element of or supplement to any other Award under the Plan), including, as may be required by any applicable law or regulations or determined by the Administrator, in lieu of any annual bonus that may be payable to a Participant under any applicable bonus plan or

arrangement. The Administrator shall determine the terms and conditions of such Deferred Awards, including, without limitation, the method of converting the amount of annual bonus into a Deferred Award, if applicable, and the form, vesting, settlement, forfeiture and cancellation provisions or any other criteria, if any, applicable to such Deferred Awards. Shares underlying a Share-denominated Deferred Award, which is subject to a vesting schedule or other conditions or criteria, including forfeiture or cancellation provisions, set by the Administrator shall not be issued until on or following the date that those conditions and criteria have been satisfied. Deferred Awards shall be subject to such restrictions as the Administrator may impose (including any limitation on the right to vote a Share underlying a Deferred Award or the right to receive any dividend, dividend equivalent or other right), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Administrator may deem appropriate. The Administrator may determine the form or forms (including cash, Shares, other Awards, other property or any combination thereof) in which payment of the amount owing upon settlement of any Deferred Award may be made.

Section 10. *Other Cash-Based Awards and Other Share-Based Awards.* The Administrator is authorized, subject to limitations under applicable law, to grant to Participants Other Cash-Based Awards (either independently or as an element of or supplement to any other Award under the Plan) and Other Share-Based Awards. The Administrator shall determine the terms and conditions of such Awards. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 10 shall be purchased for such consideration, paid for at such times, by such methods and in such forms, including cash, Shares, other Awards, other property, net settlement, broker- assisted cashless exercise or any combination thereof, as the Administrator shall determine; *provided* that the purchase price therefore shall not be less than the Fair Market Value of such Shares on the date of grant of such right.

Section 11. *Minimum Vesting Requirement.* Awards settled in Shares shall have a minimum vesting period of at least one year from the date of grant; *provided* that, the Administrator may provide for earlier vesting in the event of a Participant's Termination of Service by reason of death, Disability, retirement, by the Company without cause, by the Participant for good reason (if applicable) or in connection with a Change of Control. Notwithstanding the foregoing, five percent (5%) of the total number of Shares available for issuance under this Plan shall not be subjected to the minimum vesting period described in the immediately preceding sentence.

Section 12. *Effect of Termination of Service or a Change of Control on Awards.*

(a) The Administrator may provide, by rule or regulation or in any applicable Award Agreement, or may determine in any individual case, the circumstances in which, and the extent to which, an Award may be exercised, settled, vested, paid or forfeited in the event of the Participant's Termination of Service prior to the vesting, exercise or settlement of such Award.

(b) In the event of a Change of Control, except as otherwise provided in an Award Agreement, the Administrator may provide for: (i) continuation or assumption of such outstanding Awards under the Plan by the Company (if it is the surviving corporation) or by the surviving corporation or its parent; (ii) substitution by the surviving corporation or its parent of awards with substantially the same terms and value for such outstanding Awards (in the case of an Option or SAR Award, the Intrinsic Value at grant of such Substitute Award shall equal the Intrinsic Value of the Award); (iii) acceleration of the vesting (including the lapse of any restrictions, with any performance criteria or other performance conditions deemed met at target) or right to exercise such outstanding Awards immediately prior to or as of the date of the Change of Control, and the expiration of such outstanding Awards to the extent not timely exercised by the date of the Change of Control or other date thereafter designated by the Administrator; or (iv) in the case of an Option or SAR Award, cancellation in consideration of a payment in cash or other consideration to the Participant who holds such Award in an amount equal to the Intrinsic Value of such Award (which may be equal to but not less than zero), which, if in excess of zero, shall be payable upon the effective date of such Change of Control. For the avoidance of doubt, in the event of a Change of Control, the Administrator may, in its sole discretion, terminate any Option or SAR Awards for which the exercise or hurdle price is equal to or exceeds the per Share value of the consideration to be paid in the Change of Control transaction without payment of consideration therefor.

Section 13. *General Provisions Applicable to Awards.*

(a) Awards shall be granted for such cash or other consideration, if any, as the Administrator determines; *provided* that in no event shall Awards be issued for less than such minimal consideration as may be required by applicable law.

(b) Awards may, in the discretion of the Administrator, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(c) Subject to the terms of the Plan, payments or transfers to be made by the Company upon the grant, exercise or settlement of an Award may be made in the form of cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined by the Administrator in its discretion at the time of grant, and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Administrator. Such rules and procedures may include provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(d) Except as may be permitted by the Administrator (except with respect to Incentive Stock Options) or as specifically provided in an Award Agreement, (i) no

Award and no right under any Award shall be assignable, alienable, saleable or transferable by a Participant otherwise than by will or pursuant to the laws of descent and distribution and (ii) during a Participant's lifetime, each Award, and each right under any Award, shall be exercisable only by such Participant or, if permissible under applicable law, by such Participant's guardian or legal representative. The provisions of this Section 13(d) shall not apply to any Award that has been fully exercised or settled, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) All certificates for Shares and/or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Administrator may deem advisable under the Plan or the rules, regulations and other requirements of the SEC, any stock market or exchange upon which such Shares or other securities are then quoted, traded or listed, and any applicable securities laws, and the Administrator may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

#### Section 14. *Amendments and Terminations.*

(a) *Amendment or Termination of the Plan.* Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan, the Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; *provided, however,* that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is required by applicable law or the rules of the stock market or exchange, if any, on which the Shares are principally quoted or traded or (ii) subject to Section 5(c) and Section 12, the consent of the affected Participant, if such action would materially adversely affect the rights of such Participant under any outstanding Award, except (x) to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or (y) to impose any "clawback" or recoupment provisions on any Awards in accordance with Section 18. Notwithstanding anything to the contrary in the Plan, the Administrator may amend the Plan, or create sub-plans, in such manner as may be necessary to enable the Plan to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local rules and regulations.

(b) *Dissolution or Liquidation.* In the event of the dissolution or liquidation of the Company, each Award shall terminate immediately prior to the consummation of such action, unless otherwise determined by the Administrator.

(c) *Terms of Awards.* The Administrator may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder of an Award; *provided, however,* that, subject to Section 5(c) and Section 12, no such action shall materially adversely affect the rights of any affected Participant or holder under any Award theretofore granted under the Plan, except (x) to

the extent any such action is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or (y) to impose any “clawback” or recoupment provisions on any Awards in accordance with Section 18. The Administrator shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including the events described in Section 5(c)) affecting the Company, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, whenever the Administrator determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) *No Repricing.* Notwithstanding the foregoing, except as provided in Section 5(c), the Committee may not, without approval of the Company’s shareholders, seek to effect any re-pricing of any previously granted “underwater” Option, SAR or similar Award by: (i) amending or modifying the terms of the Option, SAR or similar Award to lower the exercise price; (ii) cancelling the underwater Option, SAR or similar Award and granting either (A) replacement Options, SARs or similar Awards having a lower exercise price or (B) Restricted Stock, RSUs or Other Share-Based Awards in exchange; or (iii) cancelling or repurchasing the underwater Options, SARs or similar Awards for cash or other securities. An Option, SAR or similar Award will be deemed to be “underwater” at any time when the Fair Market Value of the Shares covered by such Award is less than the exercise price of the Award.

Section 15. *Miscellaneous.*

(a) No Employee, Consultant, Participant or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

(b) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any Affiliate. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Award Agreement.

(c) Nothing contained in the Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(d) The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to the Participant the amount (in cash, Shares, other Awards, other property, net settlement, or any combination thereof) of applicable withholding taxes due in respect of an Award, its exercise or settlement or any payment

or transfer under such Award or under the Plan and to take such other action (including providing for elective payment of such amounts in cash or Shares by such Participant) as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(e) If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Administrator, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Administrator, materially altering the intent of the Plan or the Award Agreement, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan and any such Award Agreement shall remain in full force and effect.

(f) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(g) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Administrator shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

Section 16. *Date of Adoption and Effective Date of the Plan.* The Plan, as amended and restated herein, shall be effective as of the Effective Date.

Section 17. *Term of the Plan.* No Award shall be granted under the Plan after the earliest to occur of (i) the tenth-year anniversary of the Effective Date; *provided* that to the extent permitted by the listing rules of any stock exchange on which the Company is listed, such ten-year term may be extended indefinitely so long as the maximum number of Shares available for issuance under the Plan have not been issued; (ii) the maximum number of Shares available for issuance under the Plan have been issued; or (iii) the Board terminates the Plan in accordance with Section 14(a). However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Administrator to amend, alter, adjust, suspend, discontinue or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Section 18. *Cancellation or "Clawback" of Awards.* The Administrator shall have full authority to implement any policies and procedures necessary to comply with Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes, including Rule 10D-1 of the Exchange Act and Section 303A.14 of

the NYSE Listed Company Manual, as well as any policies or procedures desirable, to cause the forfeiture of any Award, require reimbursement of any Award by a Participant or otherwise effect any other right of clawback or other recoupment of any Award, in each case including any time-vesting Awards, if the Participant engages in misconduct, to the extent and as provided for in any such policy or procedure. For the avoidance of doubt and notwithstanding anything to the contrary contained herein or otherwise, any Award shall be subject to any such policy or procedure, and the Administrator may, to the extent permitted by applicable law and stock exchange rules or by any applicable Company policy or arrangement, and shall, to the extent required, cancel or require reimbursement of any Award or any Shares issued or cash received upon vesting, exercise or settlement of any such Award or sale of Shares underlying such Award.

Section 19. *Restrictive Covenants.* The Administrator may impose restrictions on any Award with respect to non-competition, confidentiality and other restrictive covenants as it deems necessary or appropriate in its sole discretion.

Section 20. *Section 19. Section 409A of the Code.* With respect to Awards subject to Section 409A of the Code, the Plan is intended to comply with the requirements of Section 409A of the Code and the regulations thereunder, and the provisions of the Plan and any Award Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding anything else in the Plan, if the Board considers a Participant to be a “specified employee” under Section 409A of the Code at the time of such Participant’s “separation from service” (as defined in Section 409A of the Code), and the amount hereunder is “deferred compensation” subject to Section 409A of the Code, any distribution that otherwise would be made to such Participant with respect to an Award as a result of such “separation from service” shall not be made until the date that is six months after such “separation from service,” except to the extent that earlier distribution would not result in such Participant’s incurring interest or additional tax under Section 409A of the Code. If the Award includes a “series of installment payments” (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), the Participant’s right to the series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment and if the Award includes “dividend equivalents” (within the meaning of Section 1.409A-3(e) of the Treasury Regulations), the Participant’s right to the dividend equivalents shall be treated separately from the right to other amounts under the Award. Notwithstanding the foregoing, the tax treatment of the benefits provided under the Plan or any Award Agreement is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

Section 21. *Successors and Assigns.* The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12.

Section 22. *Data Privacy.* By participating in the Plan, the Participant consents to the holding and processing of personal information provided by the Participant to the Company or any subsidiary, trustee or third-party service provider, for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (i) administering and maintaining Participant records;
- (ii) providing information to the Company, Subsidiaries, trustees of any employee benefit trust, registrars, brokers or third-party administrators of the Plan;
- (iii) providing information to potential future purchasers or merger partners of the Company or any subsidiary, or the business in which the Participant works; and
- (iv) transferring information about the Participant to any country or territory that may not provide the same protection for the information as the Participant's home country.

Section 23. *Governing Law.* The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof.

Section 24. *Waiver of Jury Trial.* EACH PARTICIPANT WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PLAN.

Section 26. *Dispute Resolution.* Any dispute or claim arising out of, under or in connection with the Plan or any Award Agreement shall be submitted to arbitration in Delaware and shall be conducted in accordance with the rules of, but not necessarily under the auspices of, the American Arbitration Association rules in force when the notice of arbitration is submitted. The arbitration shall be conducted before an arbitration tribunal comprised of three individuals, one selected by the Company, one selected by the Participant, and the third selected by the first two. The Participant and the Company agree that such arbitration will be confidential and no details, descriptions, settlements or other facts concerning such arbitration shall be disclosed or released to any third party without the specific written consent of the other party, unless required by law or court order or in connection with enforcement of any decision in such arbitration. Any damages awarded in such arbitration shall be limited to the contract measure of damages and shall not include punitive damages.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Terex Corporation of our report dated February 7, 2025 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Terex Corporation's Annual Report on Form 10-K for the year ended December 31, 2024.

/s/KPMG LLP  
Boston, Massachusetts  
January 30, 2026

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## CALCULATION OF FILING FEE TABLES

FORM S-8  
(Form Type)Terex Corporation  
(Exact Name of Registrant as Specified in its Charter)**Table 1: Newly Registered Securities**

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.01 par value per share	Rule 457(c) and Rule 457(h)	915,862 <sup>(2)</sup>	\$58.28 <sup>(3)</sup>	\$53,376,437.36	\$0.0001381	\$7,371.29
Total Offering Amounts						\$53,376,437.36	\$7,371.29
Total Fee Offsets							\$0
Net Fee Due							\$7,371.29

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), the registration statement on Form S-8 (the "Registration Statement") shall also cover any additional shares of common stock of Terex Corporation (the "Registrant") that become issuable in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration that results in an increase in the number of the outstanding shares of the Registrant's common stock.
- (2) Represents 915,862 shares of the Registrant's common stock, which is equal to the of number of shares of the Registrant's common stock subject to the Terex Stock Awards (as defined in the Registration Statement) outstanding under the Amended and Restated REV Group, Inc. 2016 Omnibus Incentive Plan and assumed by the Registrant as a result of the Mergers (as defined in the Registration Statement).
- (3) Estimated in accordance with Rules 457(c) and (h) of the Securities Act, solely for the purpose of calculating the registration fee. The proposed maximum offering price per share of \$58.28 was computed by averaging the high and low prices of a share of the Registrant's common stock reported on NASDAQ on January 29, 2026, a date within five business days prior to the date of the filing of this Registration Statement.