

REFINITIV

DELTA REPORT

10-Q

TITN - TITAN MACHINERY INC.

10-Q - APRIL 30, 2024 COMPARED TO 10-Q - OCTOBER 31, 2023

The following comparison report has been automatically generated

TOTAL DELTAS 1751

■ CHANGES	242
■ DELETIONS	851
■ ADDITIONS	658

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

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

For the quarterly period ended **October 31, 2023** **April 30, 2024**
OR

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

For the transition period from ____ to ____

Commission File No. 001-33866

TITAN MACHINERY INC.

(Exact name of registrant as specified in its charter)

Delaware

45-0357838

(State or Other Jurisdiction of
Incorporation or Organization)

(IRS Employer
Identification No.)

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

Registrant's telephone number **(701) 356-0130**

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

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 the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer

Non-accelerated filer Smaller reporting company

Emerging growth 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 13(a) of the Exchange Act.

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

As of **December 1, 2023** **May 27, 2024**, **22,849,387** **22,817,789** shares of Common Stock, \$0.00001 par value, of the registrant were outstanding.

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TITAN MACHINERY INC.
QUARTERLY REPORT ON FORM 10-Q

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TITAN MACHINERY INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(in thousands, except per share data)

	October 31, 2023	January 31, 2023	April 30, 2024	April 30, 2024	January 31, 2024
Assets	Assets				
Assets					
Assets					
Current Assets	Current Assets				
Current Assets					
Current Assets					
Cash					
Cash					
Cash	Cash	\$ 69,981	\$ 43,913		

Receivables, net of allowance for expected credit losses	Receivables, net of allowance for expected credit losses	129,399	95,844
Inventories, net	Inventories, net	1,071,088	703,939
Prepaid expenses and other	Prepaid expenses and other	15,080	25,554
Total current assets	Total current assets	1,285,548	869,250
Total current assets			
Total current assets			
Noncurrent Assets	Noncurrent Assets		
Property and equipment, net of accumulated depreciation			
Property and equipment, net of accumulated depreciation			
Property and equipment, net of accumulated depreciation	Property and equipment, net of accumulated depreciation	267,155	217,782
Operating lease assets	Operating lease assets	40,835	50,206
Deferred income taxes	Deferred income taxes	4,969	1,246
Goodwill	Goodwill	31,144	30,622
Intangible assets, net of accumulated amortization	Intangible assets, net of accumulated amortization	18,266	18,411
Other	Other	1,821	1,178
Total noncurrent assets	Total noncurrent assets	364,190	319,445
Total Assets	Total Assets	\$1,649,738	\$1,188,695
Liabilities and Stockholders' Equity	Liabilities and Stockholders' Equity		
Liabilities and Stockholders' Equity			
Liabilities and Stockholders' Equity			
Current Liabilities	Current Liabilities		
Current Liabilities			
Accounts payable			
Accounts payable			
Accounts payable	Accounts payable	\$ 38,016	\$ 40,834
Floorplan payable	Floorplan payable	705,610	258,372

Current maturities of long-term debt	Current maturities of long-term debt	11,586	7,241
Current maturities of long-term debt			
Current maturities of long-term debt			
Current operating lease liabilities	Current operating lease liabilities	9,395	9,855
Deferred revenue	Deferred revenue	43,964	119,845
Accrued expenses and other	Accrued expenses and other	71,211	58,159
Income taxes payable	Income taxes payable	5,622	3,845
Total current liabilities			
Total current liabilities			
Total current liabilities	Total current liabilities	885,404	498,151
Long-Term Liabilities	Long-Term Liabilities		
Long-term debt, less current maturities			
Long-term debt, less current maturities			
Long-term debt, less current maturities	Long-term debt, less current maturities	87,591	89,950
Operating lease liabilities	Operating lease liabilities	38,688	48,513
Deferred income taxes	Deferred income taxes	9,561	9,563
Other long-term liabilities	Other long-term liabilities	2,661	6,212
Total long-term liabilities	Total long-term liabilities	138,501	154,238
Commitments and Contingencies	Commitments and Contingencies		
Stockholders' Equity	Stockholders' Equity		
Common stock, par value \$.00001 per share, 45,000,000 shares authorized; 22,862,706 shares issued and outstanding at October 31, 2023; 22,697,761 shares issued and outstanding at January 31, 2023	Common stock, par value \$.00001 per share, 45,000,000 shares authorized; 22,862,706 shares issued and outstanding at October 31, 2023; 22,697,761 shares issued and outstanding at January 31, 2023	—	—

Common stock, par value \$0.0001 per share, 45,000,000 shares authorized; 22,818,170 shares issued and outstanding at April 30, 2024; 22,848,138 shares issued and outstanding at January 31, 2024	
Common stock, par value \$0.0001 per share, 45,000,000 shares authorized; 22,818,170 shares issued and outstanding at April 30, 2024; 22,848,138 shares issued and outstanding at January 31, 2024	
Common stock, par value \$0.0001 per share, 45,000,000 shares authorized; 22,818,170 shares issued and outstanding at April 30, 2024; 22,848,138 shares issued and outstanding at January 31, 2024	

Additional paid-in-capital	Additional paid-in-capital	257,881	256,541
Retained earnings	Retained earnings	373,263	284,784
Accumulated other comprehensive loss		(5,311)	(5,019)
Accumulated other comprehensive income (loss)			
Total stockholders' equity	Total stockholders' equity	625,833	536,306
Total Liabilities	Total Liabilities		
and	and		
Stockholders' Equity	Stockholders' Equity	<u>\$1,649,738</u>	<u>\$1,188,695</u>

See Notes to Condensed Consolidated Financial Statements

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TITAN MACHINERY INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
(in thousands, except per share data)

		Three Months Ended October 31,		Nine Months Ended October 31,	
		2023	2022	2023	2022
Revenue	Revenue				
Revenue					
Revenue					
Equipment					
Equipment					
Equipment	Equipment	\$ 521,775	\$ 508,996	\$ 1,431,272	\$ 1,240,579
Parts	Parts	114,962	108,719	320,077	254,974
Parts					
Parts					
Service					

Service					
Service	Service	44,767	38,960	122,178	101,847
Rental and other	Rental and other	12,611	12,098	32,785	28,923
Rental and other					
Rental and other					
Total Revenue					
Total Revenue					
Total Revenue	Total Revenue	694,115	668,773	1,906,312	1,626,323
Cost of Revenue	Cost of Revenue				
Cost of Revenue					
Cost of Revenue					
Equipment	Equipment				
Equipment					
Equipment	Equipment	454,598	436,156	1,237,660	1,070,378
Parts	Parts	78,585	72,146	216,775	172,162
Parts					
Parts					
Service	Service	14,393	13,456	41,010	35,288
Rental and other	Rental and other	8,198	7,435	20,549	17,522
Rental and other					
Rental and other					
Total Cost of Revenue					
Total Cost of Revenue					
Total Cost of	Total Cost of				
Revenue	Revenue	555,774	529,193	1,515,994	1,295,350
Gross Profit	Gross Profit	138,341	139,580	390,318	330,973
Gross Profit					
Gross Profit					
Operating Expenses					
Operating Expenses					
Operating	Operating				
Expenses	Expenses	92,115	84,861	262,182	217,841
Income from	Income from				
Operations	Operations	46,226	54,719	128,136	113,132
Other Income (Expense)					
Interest and other income (expense)					
	(235)		1,804	1,129	3,169
Income from Operations					
Income from Operations					
Other (Expense) Income					
Other (Expense) Income					
Other (Expense) Income					
Interest and other (expense) income					
Interest and other (expense) income					
Interest and other (expense) income					
Floorplan interest expense					
Floorplan interest expense					
Floorplan	Floorplan				
interest expense	interest expense	(4,045)	(588)	(7,774)	(1,087)
Other interest	Other interest				
expense	expense	(1,494)	(1,257)	(4,008)	(3,802)

Other interest expense							
Other interest expense							
Income Before Income Taxes							
Income Before Income Taxes	Income Before Income Taxes	40,452	54,678	117,483	111,412		
Provision for Income Taxes	Provision for Income Taxes	10,259	13,421	29,004	27,656		
Provision for Income Taxes							
Provision for Income Taxes							
Net Income							
Net Income							
Net Income	Net Income	\$ 30,193	\$ 41,257	\$ 88,479	\$ 83,756		
Earnings per Share:							
Earnings per Share:							
Basic	Basic	\$ 1.32	\$ 1.82	\$ 3.88	\$ 3.70		
Basic							
Basic							
Diluted							
Diluted	Diluted	\$ 1.32	\$ 1.82	\$ 3.88	\$ 3.70		
Weighted Average Common Shares:							
Weighted Average Common Shares:							
Basic							
Basic							
Basic	Basic	22,512	22,393	22,487	22,365		
Diluted	Diluted	22,517	22,399	22,493	22,372		
Diluted							
Diluted							

See Notes to Condensed Consolidated Financial Statements

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TITAN MACHINERY INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(in thousands)

Net Income	Net Income	Three Months Ended October 31,		Nine Months Ended October 31,	
		2023		2022	
		\$ 30,193	\$ 41,257	\$ 88,479	\$ 83,756
Other Comprehensive Income (Loss)					
Net Income					
Net Income					
Other Comprehensive (Loss) Income					
Other Comprehensive (Loss) Income					
Other Comprehensive (Loss) Income					
Foreign currency translation adjustments					
Foreign currency translation adjustments					

Foreign currency translation adjustments	Foreign currency translation adjustments	(1,938)	(5,132)	(292)	(9,285)
Comprehensive Income	Comprehensive Income	\$ 28,255	\$ 36,125	\$ 88,187	\$ 74,471
Comprehensive Income					
Comprehensive Income					

See Notes to Condensed Consolidated Financial Statements

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TITAN MACHINERY INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)
(in thousands)

	Common Stock		Accumulated			Total Stockholders' Equity
	Shares Outstanding	Amount	Additional Paid-In Capital	Retained Earnings	Other Comprehensive Income (Loss)	
Balance at January 31, 2023	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						
	(29)	—	(993)	—	—	(993)
Stock-based compensation expense	—	—	659	—	—	659
Net income	—	—	—	26,965	—	26,965
Other comprehensive income	—	—	—	—	1,096	1,096
Balance at April 30, 2023	22,669	\$ —	\$ 256,207	\$ 311,749	\$ (3,923)	\$ 564,033
Common stock issued on grant of restricted stock, net of restricted stock forfeitures and restricted stock withheld for employee withholding tax						
	195	—	(7)	—	—	(7)
Stock-based compensation expense	—	—	784	—	—	784
Net income	—	—	—	31,321	—	31,321
Other comprehensive income	—	—	—	—	550	550
Balance at July 31, 2023	22,864	\$ —	\$ 256,984	\$ 343,070	\$ (3,373)	\$ 596,681
Common Stock						
Common Stock		Stock		Additional Paid-In Capital		Total Stockholders' Equity
Shares Outstanding		Stock		Additional Paid-In Capital		Total Stockholders' Equity
Balance at January 31, 2024						
Balance at January 31, 2024						
Balance at January 31, 2024						

Common stock	Common stock
issued on grant of restricted stock, net of restricted stock	issued on grant of restricted stock, net of restricted stock
forfeitures and restricted stock withheld for employee	forfeitures and restricted stock withheld for employee
withholding tax	withholding tax (1) — 1 — — 1
Stock-based compensation expense	Stock-based compensation expense — — 896 — — 896
Net income	Net income — — — 30,193 — 30,193
Other comprehensive loss	Other comprehensive loss — — — — (1,938) (1,938)
Balance at October 31, 2023	22,863 \$ — \$ 257,881 \$ 373,263 \$ (5,311) \$ 625,833

Balance at April 30, 2024

	Common Stock			Accumulated Other			Total Stockholders' Equity
	Shares Outstanding	Amount	Additional Paid-In Capital	Retained Earnings	Comprehensive Income (Loss)		
Balance at January 31, 2022	22,588	\$ —	\$ 254,455	\$ 182,916	\$ (2,172)	\$	435,199
Common stock issued on grant of restricted stock and exercise of stock options, net of restricted stock forfeitures and restricted stock withheld for employee withholding tax	(19)	\$ —	\$ (685)	\$ —	\$ —	\$ —	\$ (685)
Stock-based compensation expense	—	\$ —	\$ 620	\$ —	\$ —	\$ —	\$ 620
Net income	—	\$ —	\$ —	\$ 17,540	\$ —	\$ —	\$ 17,540
Other comprehensive loss	—	\$ —	\$ —	\$ —	\$ (1,191)	\$ —	\$ (1,191)
Balance at April 30, 2022	22,569	\$ —	\$ 254,390	\$ 200,456	\$ (3,363)	\$	451,483
Common stock issued on grant of restricted stock and exercise of stock options, net of restricted stock forfeitures and restricted stock withheld for employee withholding tax	126	\$ —	\$ (5)	\$ —	\$ —	\$ —	\$ (5)
Stock-based compensation expense	—	\$ —	\$ 803	\$ —	\$ —	\$ —	\$ 803
Net income	—	\$ —	\$ —	\$ 24,959	\$ —	\$ —	\$ 24,959
Other comprehensive loss	—	\$ —	\$ —	\$ —	\$ (2,963)	\$ —	\$ (2,963)
Balance at July 31, 2022	22,695	\$ —	\$ 255,188	\$ 225,415	\$ (6,326)	\$	474,277
Common stock issued on grant of restricted stock and exercise of stock options, net of restricted stock forfeitures and restricted stock withheld for employee withholding tax	12	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Stock-based compensation expense	—	\$ —	\$ 885	\$ —	\$ —	\$ —	\$ 885
Net income	—	\$ —	\$ —	\$ 41,257	\$ —	\$ —	\$ 41,257
Other comprehensive loss	—	\$ —	\$ —	\$ —	\$ (5,132)	\$ —	\$ (5,132)
Balance at October 31, 2022	22,707	\$ —	\$ 256,073	\$ 266,672	\$ (11,458)	\$	511,287

	Common Stock			Accumulated Other			Total Stockholders' Equity
	Shares Outstanding	Amount	Additional Paid-In Capital	Retained Earnings	Comprehensive Income (Loss)		
Balance at January 31, 2023	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	(29)	\$ —	\$ (993)	\$ —	\$ —	\$ —	\$ (993)
Stock-based compensation expense	—	\$ —	\$ 659	\$ —	\$ —	\$ —	\$ 659
Net income	—	\$ —	\$ —	\$ 26,965	\$ —	\$ —	\$ 26,965
Other comprehensive income	—	\$ —	\$ —	\$ —	\$ 1,096	\$ —	\$ 1,096
Balance at April 30, 2023	22,669	\$ —	\$ 256,207	\$ 311,749	\$ (3,923)	\$	564,033

See Notes to Condensed Consolidated Financial Statements

TITAN MACHINERY INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(in thousands)

		Nine Months Ended October 31,		Three Months Ended April 30,	2023
		2023	2022	2024	
Operating Activities	Operating Activities				
Net income	Net income	\$ 88,479	\$ 83,756		
Net income					
Net income					
Adjustments to reconcile net income to net cash provided by operating activities	Adjustments to reconcile net income to net cash provided by operating activities				
Depreciation and amortization	Depreciation and amortization	22,871	18,356		
Depreciation and amortization					
Depreciation and amortization					
Deferred income taxes	Deferred income taxes	(3,731)	(1,835)		
Stock-based compensation expense	Stock-based compensation expense	2,339	2,308		
Noncash interest expense	Noncash interest expense	206	182		
Other, net	Other, net	5,628	7,072		
Other, net					
Other, net					
Changes in assets and liabilities, net of effects of acquisitions	Changes in assets and liabilities, net of effects of acquisitions				
Receivables	Receivables				
Receivables	Receivables	(31,947)	(10,507)		
Prepaid expenses and other assets	Prepaid expenses and other assets	5,774	10,675		
Inventories	Inventories	(358,837)	(115,734)		
Manufacturer floorplan payable	Manufacturer floorplan payable	274,968	78,972		
Deferred revenue	Deferred revenue	(77,425)	(83,029)		

Accounts payable, accrued expenses and other and other long-term liabilities	Accounts payable, accrued expenses and other and other long-term liabilities	(10,386)	2,650
Net Cash Used for Operating Activities	Net Cash Used for Operating Activities		
Investing Activities	Investing Activities		
Rental fleet purchases	Rental fleet purchases		
Rental fleet purchases	Rental fleet purchases	(5,154)	(8,601)
Property and equipment purchases (excluding rental fleet)	Property and equipment purchases (excluding rental fleet)	(36,770)	(16,829)
Proceeds from sale of property and equipment	Proceeds from sale of property and equipment	6,451	2,110
Acquisition consideration, net of cash acquired	Acquisition consideration, net of cash acquired	(27,935)	(100,471)
Other, net	Other, net	(643)	(176)
Net Cash Used for Investing Activities	Net Cash Used for Investing Activities	(64,051)	(123,967)
Financing Activities	Financing Activities		
Net change in non-manufacturer floorplan payable	Net change in non-manufacturer floorplan payable	174,353	32,212
Net change in non-manufacturer floorplan payable	Net change in non-manufacturer floorplan payable		
Proceeds from long-term debt borrowings	Proceeds from long-term debt borrowings		
Proceeds from long-term debt borrowings	Proceeds from long-term debt borrowings	7,721	8,415
Principal payments on long-term debt and finance leases	Principal payments on long-term debt and finance leases	(10,685)	(5,596)
Other, net	Other, net		
Other, net	Other, net	(1,121)	(698)

Net Cash Provided by Financing Activities	Net Cash Provided by Financing Activities	170,268	34,333
Effect of Exchange Rate Changes on Cash	Effect of Exchange Rate Changes on Cash	1,912	(3,529)
Net Change in Cash at Beginning of Period	Net Change in Cash at Beginning of Period	26,068	(100,297)
Cash at Beginning of Period	Cash at Beginning of Period	43,913	146,149
Cash at End of Period	Cash at End of Period	\$ 69,981	\$ 45,852
Supplemental Disclosures of Cash Flow Information	Supplemental Disclosures of Cash Flow Information		
Cash paid during the period	Cash paid during the period		
Cash paid during the period	Cash paid during the period		
Income taxes, net of refunds	Income taxes, net of refunds		
Income taxes, net of refunds	Income taxes, net of refunds	\$ 28,890	\$ 15,711
Interest	Interest	\$ 10,480	\$ 4,595
Supplemental Disclosures of Noncash Investing and Financing Activities	Supplemental Disclosures of Noncash Investing and Financing Activities		
Net property and equipment financed with long-term debt, finance leases, accounts payable and accrued liabilities	Net property and equipment financed with long-term debt, finance leases, accounts payable and accrued liabilities	\$ 5,479	\$ 5,436
Long-term debt to acquire finance leases	Long-term debt to acquire finance leases	\$ —	\$ 7,119
Net property and equipment financed with long-term debt, finance leases, accounts payable and accrued liabilities	Net property and equipment financed with long-term debt, finance leases, accounts payable and accrued liabilities		
Net transfer of assets to property and equipment from inventories	Net transfer of assets to property and equipment from inventories	\$ (400)	\$ (4,686)
Net transfer of assets to property and equipment from inventories	Net transfer of assets to property and equipment from inventories		

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TITAN MACHINERY INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 - BUSINESS ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The unaudited consolidated financial statements included herein have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") for interim reporting. Accordingly, they do not include all the information and footnotes required by accounting principles generally accepted in the United States of America ("GAAP") for complete financial statements. In the opinion of management, all adjustments, consisting of normal recurring accruals, considered necessary for a fair presentation have been included. The quarterly operating results for Titan Machinery Inc. (the "Company") are subject to fluctuation due to varying weather patterns, which may impact the timing and amount of equipment purchases, rentals, and after-sales parts and service purchases by the Company's agriculture, construction and international customers. Therefore, operating results for the **nine-months** **three-months** ended **October 31, 2023** **April 30, 2024** are not necessarily indicative of the results that may be expected for the fiscal year ending **January 31, 2024** **January 31, 2025**. The segment formerly known as "International" has been updated to "Europe" as of October 31, 2023 and a fourth segment "Australia" will be added starting in the fourth quarter fiscal 2024 reporting, as a result of the Company's acquisition of J.J. O'Connor & Sons Pty. Ltd. ("O'Connors"), refer to Note 18 - Subsequent Event for further details. The information contained in the consolidated balance sheet as of **January 31, 2023** **January 31, 2024** was derived from the audited consolidated financial statements of the Company for the fiscal year then ended. These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended **January 31, 2023** **January 31, 2024** as filed with the SEC.

Nature of Business

The Company is 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 North American stores are located in Colorado, Idaho, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, South Dakota, Washington, Wisconsin, and Wyoming. Internationally, the Company's European stores are located in Bulgaria, Germany, Romania, and Ukraine and the Company's Australian stores are located in New South Wales, South Australia, and Victoria in Southeastern Australia.

Estimates

The preparation of financial statements in conformity with GAAP 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, or indefinite lived intangible assets, collectability of receivables, and income taxes.

Principles of Consolidation

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

Recently issued accounting pronouncements not yet adopted

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which updates reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses. The amendments are effective for fiscal years beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied retrospectively to all prior periods presented in the financial statements. The Company is currently evaluating the provisions of the amendments and the impact on its future consolidated statements.

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. The Company is currently evaluating the provisions of the amendments and the impact on its future consolidated statements.

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Recently Adopted Accounting Guidance

In September 2022, FASB issued ASU No. 2022-04, Supplier Finance Programs (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations. This March 2024, the SEC adopted new standard requires rules that the buyer will require registrants to provide certain climate-related information in a supplier finance program discloses their registration statements and annual reports. The rules require information about the key terms a registrant's climate-related risks that are reasonably likely to have a material impact on its business, results of the program, outstanding confirmed amounts as of the end of the period, a rollforward of such amounts during each annual period, and a description of where in the operations, or financial statements outstanding amounts are presented. This ASU is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, except for the condition. The required information about climate-related risks will also include disclosure of rollforward information, which is effective for fiscal years beginning after December 15, 2023. Early adoption of this ASU is permitted. Entities must apply a registrant's greenhouse gas emissions. In addition, the amendments of this ASU retrospectively rules will require registrants to all periods present certain climate-related financial metrics in which a balance sheet is presented, with the exception of the

amendment on disclosure of rollforward information, which entities only need to apply prospectively. On February 1, 2023, the Company adopted ASU No. 2022-04 to our consolidated **their audited** financial statements.

The Company **has agreements with financial institutions to facilitate** is currently evaluating the **purchase of inventory from designated suppliers under certain terms and conditions**. Under these agreements, the Company receives extended payment terms and agrees to pay the financial institution a stated amount of confirmed invoices from its designated suppliers. The Company may incur interest in accordance with the terms of the agreements. Additionally, the Company has no involvement in establishing the terms or conditions of the arrangements between its suppliers **rules and the financial institution**.

The amounts outstanding under these agreements as of October 31, 2023 and January 31, 2023 were \$42.1 million and \$13.0 million, respectively, and are presented as **Floorplan payable** impact on the Company's condensed **its future** consolidated **balance sheet** **statements**.

NOTE 2 - EARNINGS PER SHARE

The following table sets forth the calculation of basic and diluted earnings per share (EPS):

	Three Months Ended		Nine Months Ended		(in thousands, except per share data)	
	October 31,		October 31,			
	2023	2022	2023	2022		
(in thousands, except per share data)						
Numerator:	Numerator:					
Net income	Net income \$30,193 \$41,257 \$88,479 \$83,756					
Net income						
Net income						
Allocation to participating securities	Allocation to participating securities (465) (563) (1,153) (1,039)					
Net income attributable to Titan Machinery Inc. common stockholders	Net income attributable to Titan Machinery Inc. common stockholders \$29,728 \$40,694 \$87,326 \$82,717					
Net income attributable to Titan Machinery Inc. common stockholders						
Net income attributable to Titan Machinery Inc. common stockholders						
Denominator:						
Denominator:	Denominator: _____					
Basic weighted-average common shares outstanding	Basic weighted-average common shares outstanding 22,512 22,393 22,487 22,365					
Basic weighted-average common shares outstanding						
Basic weighted-average common shares outstanding						

Plus: incremental shares from vesting of restricted stock units	Plus: incremental shares from vesting of restricted stock units	5	6	6	7
--	--	---	---	---	---

Plus: incremental shares from vesting of restricted stock units					
Plus: incremental shares from vesting of restricted stock units					
Diluted weighted-average common shares outstanding					
Diluted weighted-average common shares outstanding					

Diluted weighted- average common shares outstanding	Diluted weighted- average common shares outstanding	22,517	22,399	22,493	22,372
--	--	--------	--------	--------	--------

Earnings Per Share:	Earnings Per Share:				
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Basic	Basic	\$ 1.32	\$ 1.82	\$ 3.88	\$ 3.70
Basic					
Basic					
Diluted					
Diluted	Diluted	\$ 1.32	\$ 1.82	\$ 3.88	\$ 3.70

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NOTE 3 - REVENUE

Revenue is recognized when control of the promised goods or services is transferred to the customer, in an amount that reflects the consideration we expect to collect in exchange for those goods or services. Sales, value added and other taxes collected from our customers concurrent with our revenue activities are excluded from revenue.

The following tables present our revenue disaggregated by revenue source and segment:

Three Months Ended October 31, 2023				Nine Months Ended October 31, 2023			
Agriculture	Construction	Europe	Total	Agriculture	Construction	Europe	Total
(in thousands)							
Three Months Ended April 30, 2024							
Three Months Ended April 30, 2024							
Three Months Ended April 30, 2024							
Agriculture							
Agriculture							
Agriculture							
(in thousands)							
(in thousands)							
(in thousands)							
Equipment							
Equipment							

Equipment	Equipment	\$ 408,648	\$ 47,364	\$ 65,763	\$ 521,775	\$ 1,086,840	\$ 146,519	\$ 197,913	\$ 1,431,272
Parts	Parts	86,173	12,943	15,846	114,962	237,966	39,144	42,967	320,077
Parts									
Parts									
Service									
Service									
Service	Service	34,718	7,084	2,965	44,767	93,510	20,767	7,901	122,178
Other	Other	1,333	547	318	2,198	3,735	1,496	869	6,100
Other									
Other									
Revenue from contracts with customers	Revenue from contracts with customers	530,872	67,938	84,892	683,702	1,422,051	207,926	249,650	1,879,627
Rental	Rental	532	9,570	311	10,413	1,618	24,442	625	26,685
Rental									
Rental									
Total revenue	Total revenue	\$ 531,404	\$ 77,508	\$ 85,203	\$ 694,115	\$ 1,423,669	\$ 232,368	\$ 250,275	\$ 1,906,312
Total revenue									
Total revenue									

(a) Australia segment was acquired through the J.J. O'Connor & Sons Pty. Ltd. ("O'Connors") acquisition that closed in October 2023.

(a) Australia segment was acquired through the J.J. O'Connor & Sons Pty. Ltd. ("O'Connors") acquisition that closed in October 2023.

(a) Australia segment was acquired through the J.J. O'Connor & Sons Pty. Ltd. ("O'Connors") acquisition that closed in October 2023.

	Three Months Ended October 31, 2022				Nine Months Ended October 31, 2022			
	Agriculture		Construction		Europe		Total	
	(in thousands)				(in thousands)			
Equipment	\$ 380,007	\$ 56,534	\$ 72,455	\$ 508,996	\$ 901,574	\$ 143,536	\$ 195,469	\$ 1,240,579
Parts	81,420	13,350	13,949	108,719	178,474	37,229	39,271	254,974
Service	29,831	6,807	2,322	38,960	76,514	18,932	6,401	101,847
Other	1,201	639	89	1,929	2,881	1,441	540	4,862
Revenue from contracts with customers	492,459	77,330	88,815	658,604	1,159,443	201,138	241,681	1,602,262
Rental	865	9,073	231	10,169	1,386	22,251	424	24,061
Total revenue	\$ 493,324	\$ 86,403	\$ 89,046	\$ 668,773	\$ 1,160,829	\$ 223,389	\$ 242,105	\$ 1,626,323

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	Three Months Ended April 30, 2023							
	Agriculture		Construction		Europe		Total	
	(in thousands)				(in thousands)			
Equipment	\$ 325,660	\$ 45,458	\$ 58,258	\$ 429,376				
Parts	69,547	13,664	13,395	96,606				
Service	26,266	6,336	2,331	34,933				
Other	1,167	360	359	1,886				
Revenue from contracts with customers	422,640	65,818	74,343	562,801				
Rental	555	6,178	97	6,830				
Total revenue	\$ 423,195	\$ 71,996	\$ 74,440	\$ 569,631				

Unbilled Receivables and Deferred Revenue

Unbilled receivables from contracts with customers amounted to \$33.0 million and \$19.8 million \$22.3 million as of October 31, 2023 April 30, 2024 and January 31, 2023 January 31, 2024, respectively. This increase in unbilled receivables is primarily the result of a seasonal increase in the volume of our service transactions in which we

recognize revenue as our work is performed and prior to customer invoicing.

Deferred revenue from contracts with customers amounted to **\$43.2 million** **\$83.8 million** and **\$118.1 million** **\$114.6 million** as of **October 31, 2023** **April 30, 2024** and **January 31, 2023** **January 31, 2024**, 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 and longer time periods between customer payment and delivery of the equipment asset, and the related recognition of equipment revenue, prior to its seasonal use. During the **nine** **three** months ended **October 31, 2023** **April 30, 2024** and **2022** **2023**, the Company recognized **\$118.0 million** **\$76.7 million** and **\$126.3 million** **\$66.4 million**, respectively, of revenue that was included in the deferred revenue balance as of **January 31, 2023** **January 31, 2024** and **January 31, 2022** **January 31, 2023**, respectively. No material amount of revenue was recognized during the **nine** **three** months ended **October 31, 2023** **April 30, 2024** or **2022** **2023** from performance obligations satisfied in previous periods.

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 each quarter. The rates may also be adjusted to the extent future events are expected to differ from historical results. In addition, the allowance is adjusted based on information obtained by continued monitoring of individual customer credit.

Short-term 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.

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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.

	October 31, 2023	January 31, 2023
	(in thousands)	
Trade and unbilled receivables from contracts with customers		
Trade receivables due from customers	\$ 60,385	\$ 47,298
Unbilled receivables	32,985	19,764
Less allowance for expected credit losses	3,515	3,080
	<hr/> 89,855	<hr/> 63,982
Short-term receivables due from finance companies	22,513	11,212
Trade and unbilled receivables from rental contracts		
Trade receivables	3,614	3,629
Unbilled receivables	1,060	776
Less allowance for expected credit losses	399	360
	<hr/> 4,275	<hr/> 4,045
Other receivables		
Due from manufacturers	11,781	15,007
Other	975	1,598
	<hr/> 12,756	<hr/> 16,605
Receivables, net of allowance for expected credit losses	<hr/> \$ 129,399	<hr/> \$ 95,844

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	April 30, 2024	January 31, 2024
	(in thousands)	
Trade and unbilled receivables from contracts with customers		
Trade receivables due from customers	\$ 66,757	\$ 83,187
Unbilled receivables	30,134	22,324
Less allowance for expected credit losses	3,253	3,038

	93,638	102,473
Short-term receivables due from finance companies	24,765	28,486
Trade and unbilled receivables from rental contracts		
Trade receivables	3,239	3,101
Unbilled receivables	899	666
Less allowance for expected credit losses	584	465
	3,554	3,302
Other receivables		
Due from manufacturers	11,583	18,775
Other	602	621
	12,185	19,396
Receivables, net of allowance for expected credit losses	\$ 134,142	\$ 153,657

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

	Agriculture	Construction	Europe	Total		
	(in thousands)					
Balance at January 31, 2023	\$ 367	\$ 124	\$ 2,589	\$ 3,080		
	Agriculture		Construction		Europe	
	(in thousands)				(in thousands)	
Balance at January 31, 2024						
Current expected credit loss provision	Current expected credit loss provision	64	155	495	714	
Write-offs charged against allowance	Write-offs charged against allowance	191	95	56	342	
Credit loss recoveries collected	Credit loss recoveries collected	15	7	52	74	
Foreign exchange impact	Foreign exchange impact	—	—	(11)	(11)	
Balance at October 31, 2023	\$ 255	\$ 191	\$ 3,069	\$ 3,515		
Balance at April 30, 2024						
(b) Australia segment was acquired through the O'Connors acquisition that closed in October 2023.						
	Agriculture		Construction		Europe	Australia (b)
	(in thousands)				(in thousands)	

Balance at January 31, 2022		\$ 244	\$ 193	\$ 1,542	\$ 1,979			
		Agriculture						
		Agriculture						
		Agriculture						
		(in thousands)						
Balance at January 31, 2023								
Current expected credit loss provision	Current expected credit loss provision	47	74	1,036	1,157			
Write-offs charged against allowance	Write-offs charged against allowance	41	147	148	336			
Credit loss recoveries collected	Credit loss recoveries collected	24	9	—	33			
Acquisition	Foreign exchange impact	94	—	—	94			
Foreign exchange impact	Foreign exchange impact	—	—	(113)	(113)			
Balance at October 31, 2022		\$ 368	\$ 129	\$ 2,317	\$ 2,814			
Balance at April 30, 2023								

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The following table presents impairment losses on receivables arising from sales contracts with customers and receivables arising from rental contracts reflected in Operating Expenses in the Condensed Consolidated Statements of Operations:

		Three Months Ended October 31,		Nine Months Ended October 31,					
		2023	2022	2023	2022				
		(in thousands)							
Three Months Ended April 30,									
Three Months Ended April 30,									
Three Months Ended April 30,									
2024									
2024									
2024									
(in thousands)									
(in thousands)									
(in thousands)									
Impairment losses on:	Impairment losses on:								
Receivables from sales contracts	Receivables from sales contracts	\$ 362	\$ 197	\$ 714	\$ 1,196				
Receivables from sales contracts									
Receivables from sales contracts									

Receivables from rental contracts	Receivables from rental contracts	19	49	141	81
		\$ 381	\$ 246	\$ 855	\$ 1,277
Receivables from rental contracts					
Receivables from rental contracts					
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$

NOTE 5 - INVENTORIES

	October 31, 2023	January 31, 2023		April 30, 2024	April 30, 2024	January 31, 2024
				(in thousands)	(in thousands)	
New equipment	New equipment		\$ 675,547	\$ 369,828		
Used equipment	Used equipment		216,947	164,761		
Parts and attachments	Parts and attachments		171,586	164,553		
Work in process	Work in process		7,008	4,797		
			\$1,071,088	\$703,939		
			\$			

NOTE 6 - PROPERTY AND EQUIPMENT

	October 31, 2023	January 31, 2023		April 30, 2024	April 30, 2024	January 31, 2024
				(in thousands)	(in thousands)	
Rental fleet equipment	Rental fleet equipment		\$ 77,231	\$ 75,386		
Machinery and equipment	Machinery and equipment		31,601	27,220		
Vehicles	Vehicles		89,870	80,122		
Furniture and fixtures	Furniture and fixtures		57,062	53,937		
Land, buildings, and leasehold improvements	Land, buildings, and leasehold improvements		185,991	140,773		
			441,755	377,438		
			488,065			
Less accumulated depreciation	Less accumulated depreciation		174,600	159,656		
			\$267,155	\$217,782		
			\$			

The Company includes depreciation expense related to its rental fleet and its trucking fleet, for hauling equipment, in Cost of Revenue, which was \$2.5 million \$1.9 million and \$2.6 million \$1.8 million for the three months ended October 31, 2023 April 30, 2024 and 2022, respectively, and \$6.5 million and \$6.0 million for the nine months ended October 31, 2023 and 2022, 2023, respectively. All other depreciation expense is included in Operating Expenses, which was \$5.3 million \$6.0 million and \$4.2 million \$4.8 million for the three months ended October 31, 2023 April 30, 2024 and 2022, respectively, and \$15.3 million and \$11.3 million for the nine months ended October 31, 2023 and 2022, 2023, 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 group) may not be recoverable. Due to the results of the analyses, the Company concluded no impairments were necessary, thus no impairment was recognized for the three and nine months ended **October 31, 2023** and **2022**, **April 30, 2024** or **2023**.

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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 **October 31, 2023** **April 30, 2024** and **January 31, 2023** **January 31, 2024**:

	October 31, 2023			January 31, 2023			
	Accumulated		Accumulated	Cost		Amortization	
	Cost	Amortization	Net	Cost	Amortization	Net	
	(in thousands)						
	(in thousands)						
	April 30, 2024						
	Cost			Accumulated		Accumulated	
	(in thousands)			Amortization		Amortization	
	Customer			Net		Net	
Customer	Customer			(in thousands)		(in thousands)	
relationships	relationships			\$ 538		\$ 358	
relationships	\$ (261)			\$ 277		\$ (180)	
Covenants	Covenants			\$ 538		\$ 358	
not to	not to			\$ (180)		\$ (180)	
not to	\$ 358			\$ 358		\$ 358	
not to	\$ (180)			\$ (180)		\$ (180)	
not to	\$ 358			\$ 358		\$ 358	
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not to	\$ (180)			\$ 358		\$ 358	

	(in thousands)		
January 31, 2023	\$ 17,178	\$ 72	\$ 17,250
October 31, 2023	<u>\$ 17,178</u>	<u>\$ 72</u>	<u>\$ 17,250</u>

	Agriculture	Construction	Australia	Total
(in thousands)				
January 31, 2024	\$ 18,154	\$ 72	\$ 22,842	\$ 41,068
Foreign currency translation	—	—	(1,049)	(1,049)
April 30, 2024	<u>\$ 18,154</u>	<u>\$ 72</u>	<u>\$ 21,793</u>	<u>\$ 40,019</u>

Goodwill

The following presents changes in the carrying amount of goodwill, by segment, for the **nine** **three** months ended **October 31, 2023** **April 30, 2024**:

	Agriculture	Europe	Total	(in thousands)
	(in thousands)	(in thousands)	(in thousands)	
January 31, 2023	\$ 30,622	\$ —	\$ 30,622	
	Agriculture			
	Agriculture			
	Agriculture			
	Europe			
	Australia			
	Total			
January 31, 2024	(in thousands)			
Arising from business combinations	Arising from business combinations	69	471	540
Foreign currency translation	Foreign currency translation	—	(18)	(18)
October 31, 2023	<u>\$ 30,691</u>	<u>\$ 453</u>	<u>\$ 31,144</u>	
April 30, 2024				
April 30, 2024				
April 30, 2024				

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NOTE 8 - FLOORPLAN PAYABLE/LINES OF CREDIT

As of **October 31, 2023** **April 30, 2024**, the Company had floorplan and working capital lines of credit totaling **\$923.0 million** **\$1.4 billion**, which is primarily comprised of three floorplan lines of credit: (i) a **\$500.0 million** **\$875.0 million** credit facility with CNH Industrial, (amended as of December 6, 2023, to increase the total available domestic limit to **\$640 million**, which includes **\$590 million** for floorplan financing and a **\$50 million** revolver for working capital, and an overall global limit to **\$875 million**), (ii) a **\$250.0 million** **\$275.0 million** floorplan line of credit and a **\$75 million** **\$75.0 million** working capital line of credit under the Third Amended and Restated Credit Agreement (the "Bank Syndicate Agreement"), and (iii) a **\$50.0 million** **\$80.0 million** credit facility with DLL Finance LLC.

The Company's outstanding balances of floorplan lines of credit as of **October 31, 2023** **April 30, 2024** and **January 31, 2023** **January 31, 2024**, consisted of the following:

	October 31, January 31,		(in thousands)	
	2023	2023		
	(in thousands)	(in thousands)		
	April 30, 2024		April 30, 2024	January 31, 2024
	(in thousands)		(in thousands)	(in thousands)
CNH Industrial	CNH Industrial	\$421,305	\$177,337	

Bank	Bank		
Syndicate	Syndicate		
Agreement	Agreement		
Floorplan	Floorplan		
Loan	Loan	152,410	35,550
DLL Finance	DLL Finance	38,110	9,914
Other outstanding balances with manufacturers and non-manufacturers	Other outstanding balances with manufacturers and non-manufacturers	93,785	35,571
		<u>\$705,610</u>	<u>\$258,372</u>
		<u>\$</u>	

As of **October 31, 2023** **April 30, 2024**, the interest-bearing U.S. floorplan payables carried a variable interest rate with a range of **7.18%** **7.19%** to **8.37%** **10.68%** compared to a range of **5.94%** **7.22%** to **10.25%** **10.70%** as of **January 31, 2023** **January 31, 2024**. As of **October 31, 2023** **April 30, 2024**, foreign floorplan payables carried a variable interest rate with a range of **5.51%** **5.26%** to **6.38%** **8.25%**, compared to a range of **4.16%** **5.24%** to **4.96%** **8.27%** as of **January 31, 2023** **January 31, 2024**, on multiple lines of credit. The Company had non-interest-bearing floorplan payables of **\$399.7 million** **\$546.8 million** and **\$213.0 million** **\$507.7 million**, as of **October 31, 2023** **April 30, 2024** and **January 31, 2023** **January 31, 2024**, respectively.

On **September 1, 2023** **May 17, 2024**, the Company entered into **Amendment No. 3** ("Amendment No. 3" 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 "Existing Credit Facility") the Company had entered into in April 2020. The Credit Agreement provides for a secured credit facility in an amount of up to \$500.0 million, consisting of \$395.0 million floorplan facility and \$105.0 million revolving operating line which can be used by both the **Bank Syndicate Agreement**. Among other items, Amendment No. 3 (i) increased U.S. Borrowers and the **Bank Syndicate Australian Borrower**. The maximum aggregate facility for the Australian Borrower cannot exceed \$100.0 million and the U.S. Borrowers aggregate facility cannot exceed \$485.0 million. The outstanding indebtedness under the Credit Agreement **lenders' aggregate floorplan loan commitments** matures on May 17, 2029. The amounts available under the Bank Syndicate Agreement from **\$185.0 million** are subject to **\$250.0 million** borrowing base calculations and the reduced by outstanding standby letters of credit and certain reserves. The Bank Syndicate Agreement **lenders' aggregate revolving loan commitments** 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.

For the U.S. borrowings under the Credit 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 (0.11448% for one-month term; 0.26161% for three-month term; and 0.42826% 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 0.5%, and (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 Credit 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 from \$65.0 million to \$75.0 million and (ii) amended are 0.25% higher than the terms margins under the Existing Credit Facility.

For the Australian borrowings under the Credit 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 Syndicate 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 permit the Company's acquisition 2.25%.

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NOTE 9 - LONG TERM DEBT

The following is a summary of the Company's long-term debt as of **October 31, 2023** **April 30, 2024** and **January 31, 2023** **January 31, 2024**:

Description	Description	Maturity Dates	Interest Rates	October 31, 2023	January 31, 2023	Description	Maturity Dates	Interest Rates	April 30, 2024	January 31, 2024											
(in thousands)																					
(in thousands)																					
Mortgage loans, secured	Mortgage loans, secured	Various through May 2039	2.1% to 7.3%	\$ 70,221	\$ 68,689																

Sale-leaseback financing obligations	Sale-leaseback financing obligations	Various through December 2030	3.4% to 10.3%	10,353	11,252
Vehicle loans, secured					
Vehicle loans, secured					
Vehicle loans, secured	Vehicle loans, secured	Various through September 2029	2.1% to 6.8%	14,012	12,659
Other	Other	Various through July 2039	3.6%	4,591	4,591
Total debt	Total debt			99,177	97,191
Less: current maturities	Less: current maturities			11,586	7,241
Long-term debt, net	Long-term debt, net			\$ 87,591	\$89,950

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NOTE 10 - 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.

From time to time, the Company 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 three-month maturities, maturing on the last day of each fiscal quarter. The notional value of outstanding foreign currency contracts was \$26.6 million and \$25.3 million as of October 31, 2023 was \$4.0 million. There were no outstanding foreign currency contracts as of January 31, 2023, April 30, 2024 and January 31, 2024, respectively.

As of October 31, 2023 April 30, 2024 and January 31, 2023 January 31, 2024, 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 condensed consolidated balance sheets, and derivative instruments recognized as liabilities are recorded in accrued expenses and other in the condensed consolidated balance sheets.

The following table sets forth the gains and losses recognized in income from the Company's derivative instruments for the three and nine months ended October 31, 2023 April 30, 2024 and 2022 2023. Gains and losses are recognized in Interest and other income (expense) in the condensed consolidated statements of operations:

	Three Months Ended October 31,		Nine Months Ended October 31,	
	2023		2023	
	(in thousands)			
Foreign currency contract gain (loss)	\$ (1,006)	\$ 1,058	\$ (1,104)	\$ 1,058
	Three Months Ended April 30,		2024	
	2024		2023	
	(in thousands)			
Foreign currency contract gain (loss)	\$ 153	\$ (60)	\$ (60)	\$ (60)

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NOTE 11 - ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The following is a summary of the changes in accumulated other comprehensive income (loss), by component, for the nine three month periods ended October 31, 2023 April 30, 2024 and 2022 2023:

--

	Foreign Currency Translation Adjustment	Net Investment Hedging Gain	Total Accumulated Other Comprehensive Income (Loss)
(in thousands)			
Balance, January 31, 2023	\$ (7,730)	\$ 2,711	\$ (5,019)
Other comprehensive income (loss)	1,096	—	1,096
Balance, April 30, 2023	(6,634)	2,711	(3,923)
Other comprehensive income (loss)	550	—	550
Balance, July 31, 2023	(6,084)	2,711	(3,373)
Other comprehensive income (loss)	(1,938)	—	(1,938)
Balance, October 31, 2023	\$ (8,022)	\$ 2,711	\$ (5,311)

	Foreign Currency Translation Adjustment	Net Investment Hedging Gain	Total Accumulated Other Comprehensive Income (Loss)
(in thousands)			
Balance, January 31, 2024	\$ (951)	\$ 2,711	\$ 1,760
Other comprehensive income (loss)	(4,525)	—	(4,525)
Balance, April 30, 2024	(5,476)	2,711	(2,765)
(in thousands)			
Balance, January 31, 2023	\$ (7,730)	\$ 2,711	\$ (5,019)
Other comprehensive income (loss)	1,096	—	1,096
Balance, April 30, 2023	(6,634)	2,711	(3,923)

	Foreign Currency Translation Adjustment	Net Investment Hedging Gain	Total Accumulated Other Comprehensive Income (Loss)
(in thousands)			
Balance, January 31, 2022	\$ (4,883)	\$ 2,711	\$ (2,172)
Other comprehensive income (loss)	(1,191)	—	(1,191)
Balance, April 30, 2022	(6,074)	2,711	(3,363)
Other comprehensive income (loss)	(2,963)	—	(2,963)
Balance, July 31, 2022	(9,037)	2,711	(6,326)
Other comprehensive income (loss)	(5,132)	—	(5,132)
Balance, October 31, 2022	\$ (14,169)	\$ 2,711	\$ (11,458)

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NOTE 12 - LEASES

As Lessor

Revenue generated from leasing activities is disclosed, by segment, in Note 3 - Revenue. The following is the balance of our dedicated rental fleet assets, included in Property and equipment, net of accumulated depreciation in the condensed consolidated balance sheet, sheets, of our Construction segment as of **October 31, 2023** **April 30, 2024** and **January 31, 2023** **January 31, 2024**:

October 31, 2023	January 31, 2023	
(in thousands)		
April 30, 2024	April 30, 2024	January 31, 2024

		(in thousands)	
Rental fleet	Rental fleet		
equipment	equipment	\$ 77,231	\$ 75,386
Less	Less		
accumulated	accumulated		
depreciation	depreciation	(28,969)	(26,959)
		<u>\$48,262</u>	<u>\$48,427</u>
		<u><u>\$</u></u>	

NOTE 13 - FAIR VALUE OF FINANCIAL INSTRUMENTS

As of **October 31, 2023** **April 30, 2024**, 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, which is an income approach, utilizing readily observable market data as inputs, which is classified as a Level 2 fair value measurement.

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 **October 31, 2023** **April 30, 2024** and **January 31, 2023** **January 31, 2024**. The 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:

		October 31, 2023	January 31, 2023	
				(in thousands)
April 30,				
		2024	April 30, 2024	January 31, 2024
		(in thousands)		(in thousands)
Carrying amount	Carrying amount	\$ 84,233	\$ 81,349	
Fair value	Fair value	\$ 73,487	\$ 70,434	

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NOTE 14 - INCOME TAXES

Our effective tax rate was **25.4%** **26.2%** and **24.5%** **23.9%** for each of the three months ended **October 31, 2023** **April 30, 2024** and **2022**, respectively, and was **24.7%** and **24.8%** for the nine months ended **October 31, 2023** and **2022**, **2023**, respectively. The effective tax rate for the three and nine months ended **October 31, 2023** **April 30, 2024** and **2022** **2023** were subject to various other factors such as the impact of certain discrete items, mainly the vesting of share-based compensation, the mix of domestic and foreign income, and the change of valuation allowances in certain foreign jurisdictions.

NOTE 15 - BUSINESS COMBINATIONS

Fiscal 2024 **2025**

On June 1, 2023, the Company acquired certain assets of Midwest Truck Parts Inc. ("Midwest Truck"). The acquired business Gose Landtechnik e.K. on March 1, 2024, which consists of one location in Dawson, Minnesota. This location Germany and is included in the Company's Agriculture Europe segment. The total consideration transferred for this acquisition is not considered material to the acquired business was \$4.0 million paid in cash, which includes overall consolidated financial statements during the purchase of the real estate.

On May 1, 2023, the Company, through its German subsidiary, Titan Machinery Deutschland GmbH, acquired certain assets of MAREP GmbH ("MAREP") related to its full-service agriculture dealership business located in Mühlengeez three months ended April 30, 2024 and Radelübbecke, Germany. Our acquisition of these assets from MAREP further expands our presence in the German market. The total consideration transferred for the acquired business was \$4.4 million paid in cash, which includes the real estate of the Mühlengeez location. These locations are has been included in the Company's Europe segment, condensed consolidated financial statements from the date of the acquisition.

Fiscal 2024

On **February 1, 2023** **October 2, 2023**, the Company we acquired certain assets of Pioneer Farm Equipment Co., ("Pioneer Farm Equipment"). The acquired business consists of five agriculture equipment stores in American Falls, Blackfoot, Idaho Falls, Rexburg, and Rupert, Idaho. These locations are included in the Company's Agriculture segment. The total consideration transferred for the acquired business was \$19.5 million paid in cash, which includes \$9.4 million for the purchase all of the real estate.

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In connection with the acquisition of Pioneer Farm Equipment, the Company acquired from CNH Industrial and certain other manufacturers equipment and parts inventory previously owned by Pioneer Farm Equipment Co. Upon acquiring these inventories, the Company was offered floorplan financing by the manufacturer. In total, the Company

acquired inventory and recognized a corresponding liability of \$12.7 million. The recognition of these inventories and associated financing liabilities are not included as part of the accounting for the business combination.

Fiscal 2023

On August 1, 2022, the Company acquired all outstanding equity interests of three entities, Heartland Agriculture, LLC, Heartland Solutions, LLC, O'Connors. The acquired business consisted of 15 Case IH dealership locations and Heartland Leveraged Lender, LLC, (collectively referred to as "Heartland Companies") for \$94.4 million in cash consideration. The Heartland Companies consist of 12 CaseIH commercial application agriculture locations one parts center in the states of Idaho, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, New South Dakota, Washington, Wales, South Australia, and Wisconsin. The Heartland Companies have Victoria in Southeastern Australia. O'Connors has been a successful CaseIH commercial application dealer group Case IH complex, and our acquisition of these entities O'Connors provides the Company the opportunity to expand our international presence into the large, well-established Australian agricultural market. Total cash consideration paid for synergies due to the overlap O'Connors was \$66.5 million, which was financed through available cash resources and line of our footprints, as it allow us to package deals that include both commercial application equipment as well as other agricultural and construction equipment to commercial customers within our core footprint. These credit availability. The 15 O'Connors stores locations are included in the Company's Agriculture within our Australia segment. In the most recently completed fiscal year prior to the acquisition, the Heartland Companies generated revenue of approximately \$214 million. The Company incurred \$1.1 million in acquisition-related acquisition related expenses in connection with this acquisition, which are included in operating expenses in the condensed consolidated statement statements of operations operations for the year ended January 31, 2024.

On April 1, 2022, The Company completed acquisitions that were not considered material, individually or collectively, to the Company acquired certain assets of Mark's Machinery, Inc. The acquired business overall consolidated financial statements during the year ended January 31, 2024. These acquisitions consisted of two agricultural equipment stores five locations of Pioneer Farm Equipment Co. on February 1, 2023, in Wagner the state of Idaho, one location of Midwest Truck Parts Inc. on June 1, 2023, in the state Minnesota and Yankton, one location of Scott Supply Co. on January 10, 2024, in the state of South Dakota. These locations Dakota, all of which are included in the Company's Agriculture segment. The total cash consideration transferred for Company also acquired MAREP GmbH on May 1, 2023, which included two locations in Germany and is included in the acquired business was \$7.7 million.

In connection with Europe segment. These acquisitions have been included in the acquisition condensed consolidated financial statements from the date of Mark's Machinery, Inc, the Company acquired from CNH Industrial and certain other manufacturers equipment and parts inventory previously owned by Mark's Machinery, Inc. Upon acquiring these inventories, the Company was offered floorplan financing by the respective manufacturers. In total, the Company acquired inventory and recognized a corresponding financing liability of \$3.2 million. The recognition of these inventories and the associated financing liabilities are not included as part of the accounting for the business combination. acquisition.

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Purchase Price Allocation

Each of the above acquisitions have has been accounted for under the acquisition method of accounting, which requires the Company to estimate the acquisition date fair value of the assets acquired and liabilities assumed. As of April 30, 2024, the purchase price allocation for all business combinations completed in from fiscal year 2023 2024 and prior are complete with the nine months ended October 31, 2023. The purchase price allocation for exception of the O'Connors acquisition for which we are still preliminary, is not included in these numbers as finalizing the closing tax balances and intangible asset valuations. The following summarizes the acquisition will be accounted for based on a calendar year end and will be reflected in the fourth quarter fiscal 2024 financials, refer to Note 18 - Subsequent Event for further details. The following table presents the purchase price allocations for all acquisitions completed during the fiscal year ended January 31, 2023 date fair value of consideration transferred and the nine months ended October 31, 2023 acquisition date fair value of the identifiable assets acquired and liabilities assumed, including an amount for goodwill (in thousands):

	October 31, 2023	January 31, 2023
	(in thousands)	
Assets acquired:		
Cash	\$ 4	\$ 1,584
Receivables	885	9,485
Inventories	11,237	106,890
Prepaid expenses and other	—	668
Property and equipment	16,659	24,292
Operating lease assets	148	3,928
Intangible assets	—	8,017
Goodwill	540	21,670
Other	110	—
	29,583	176,534
Liabilities assumed:		
Accounts payable	—	18,547
Floorplan payable	—	31,699
Current operating lease liabilities	58	541
Deferred revenue	1,499	7,039
Accrued expenses and other	—	3,523

Long-term debt	—	4,591
Operating lease liabilities	91	3,387
Other long-term liabilities	—	5,152
	1,648	74,479
Net assets acquired	\$ 27,935	\$ 102,055

Goodwill recognized by segment:		
Agriculture	\$ 69	\$ 21,670
Europe	\$ 471	\$ —
Goodwill expected to be deductible for tax purposes	\$ 540	\$ 21,670

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	O'Connors	October 2, 2023
	(in thousands)	
Assets acquired:		
Cash	\$ 4,165	
Receivables	8,323	
Inventories	96,802	
Prepaid expenses and other	314	
Property and equipment	11,450	
Operating lease assets	14,798	
Intangible assets acquired:		
Customer Relationships	10,928	
Distribution Rights	21,470	
Goodwill	24,261	
Total assets	192,511	
Liabilities assumed:		
Accounts payable	4,702	
Floorplan payable	74,815	
Current operating lease liabilities	1,064	
Deferred revenue	12,008	
Accrued expenses and other	17,284	
Long-term debt	2,371	
Operating lease liabilities	13,733	
Total liabilities	125,977	
Net assets acquired	\$ 66,534	
Goodwill recognized by segment:		
Australia	\$ 24,261	
Goodwill expected to be deductible for tax purposes	\$ —	

The recognition of goodwill in the above business combinations combination arose from the acquisition of an assembled workforce and anticipated synergies expected to be realized. For the business combinations completed during the nine months ended October 31, 2023, the Company recognized a non-competition intangible asset of \$0.1 million in its Europe segment, which will be amortized over a three year period. For the business combinations completed during the fiscal year ended January 31, 2023, the Company recognized a non-competition intangible asset of \$0.8 million and a The acquired customer relationship intangible asset assets are being amortized on a straight line basis over a useful life of \$0.2 million, seven years. The distribution rights assets are indefinite-lived intangible assets not subject to amortization, amortization, but are tested for impairment annually, or more frequently upon the occurrence of certain events or when circumstances indicate that impairment may be present. The Company estimated the fair value of these intangible assets using a multi-period excess earnings model, which is an income approach. Acquisition related costs

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Pro Forma Information

The following summarized unaudited pro forma condensed statement of operations information for the three months ended April 30, 2024 and nine month period ended October 31, 2023 amounted to \$0.6 million and \$1.1 million, respectively, primarily related to 2023, assumes that the O'Connors acquisition refer to Note 18 - Subsequent Event occurred as of February 1, 2023. The Company prepared the following summarized unaudited pro forma financial results for additional details. Acquisition related costs amounted to \$1.1 million during comparative purposes only. The summarized unaudited pro forma information may not be indicative of the fiscal year ended January 31, 2023. All acquisition-related costs results that would have been expensed occurred had the Company completed the acquisition as incurred and recognized as operating expenses of February 1, 2023 or that will be attained in the condensed consolidated statements of operations future.

	Three Months Ended April 30,	
	2024	2023
	(in thousands)	
Total Revenues	\$ 628,703	\$ 611,086
Net Income	\$ 9,441	\$ 27,706

NOTE 16 - CONTINGENCIES

The Company is engaged in legal 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 these various legal actions and claims will not have a material impact on its financial position, results of operations or cash flows. These matters, however, are subject to many uncertainties, and the outcome of any matter is not predictable.

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NOTE 17 - SEGMENT AND GEOGRAPHIC INFORMATION

The Company has three four reportable segments: Agriculture, Construction, Europe and Europe. Starting in the fourth quarter of fiscal 2024, our fourth segment will be Australia, see Note 1 - Business Activity and Significant Accounting Policies for further details, Australia. Revenue between segments is immaterial. 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 Resources assets primarily consist of cash and property and equipment.

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

	Three Months Ended October 31,		Nine Months Ended October 31,			
	2023	2022	2023	2022		
	(in thousands)		(in thousands)			
Revenue						
Agriculture	\$ 531,404	\$ 493,324	\$ 1,423,669	\$ 1,160,829		
Construction	77,508	86,403	232,368	223,389		
Europe	85,203	89,046	250,275	242,105		
Total	\$ 694,115	\$ 668,773	\$ 1,906,312	\$ 1,626,323		
Income (Loss) Before Income Taxes						
Agriculture	\$ 35,130	\$ 42,044	\$ 92,311	\$ 83,387		
Construction	4,057	6,065	13,746	13,197		
Europe	5,146	8,488	17,097	18,683		
Segment income before income taxes	44,333	56,597	123,154	115,267		
Shared Resources	(3,881)	(1,919)	(5,671)	(3,855)		
Total	\$ 40,452	\$ 54,678	\$ 117,483	\$ 111,412		
	October 31, 2023		January 31, 2023			
	(in thousands)					
Total Assets						
Revenue						
Revenue						
Revenue						
Agriculture						
Agriculture						

Agriculture	Agriculture	\$ 1,069,180	\$ 788,265
Construction	Construction	239,516	187,739
Construction			
Construction			
Europe	Europe	322,559	170,647
Segment assets		1,631,255	1,146,651
Europe			
Europe			
Australia ⁽¹⁾			
Australia ⁽¹⁾			
Australia ⁽¹⁾			
Total			
Total			
Total			
Income (Loss) Before Income Taxes			
Income (Loss) Before Income Taxes			
Income (Loss) Before Income Taxes			
Agriculture			
Agriculture			
Agriculture			
Construction			
Construction			
Construction			
Europe			
Europe			
Europe			
Australia			
Australia			
Australia			
Segment income before income taxes			
Segment income before income taxes			
Segment income before income taxes			
Shared Resources			
Shared Resources			
Shared Resources	Shared Resources	18,483	42,044
Total	Total	\$ 1,649,738	\$ 1,188,695
Total			
Total			
(1) Australia segment was acquired through the O'Connors acquisition that closed in October 2023.			
(2) Australia segment was acquired through the O'Connors acquisition that closed in October 2023.			
(3) Australia segment was acquired through the O'Connors acquisition that closed in October 2023.			

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NOTE 18 - SUBSEQUENT EVENTS

April 30, 2024	January 31, 2024
(in thousands)	

Total Assets			
Agriculture	\$ 1,247,645	\$ 1,183,367	
Construction	288,188	257,142	
Europe	293,999	280,354	
Australia	208,479	225,421	
Segment assets	2,038,311	1,946,284	
Shared Resources	49,356	45,977	
Total	\$ 2,087,667	\$ 1,992,261	

On October 2, 2023, the Company, through a newly organized, wholly-owned Australian subsidiary, Titan Machinery Holdings Australia Pty Ltd., ("Titan Australia") acquired all outstanding equity interests of O'Connors, for cash consideration of \$62 million net of cash acquired. O'Connors consists of 15 CaseIH dealership locations Net sales and one parts center in the states of New South Wales, South Australia, and Victoria in Southeastern Australia. Founded in 1964, O'Connors has been a successful CaseIH complex, and our acquisition of O'Connors provides the Company the opportunity to expand our international presence into the large, well-established Australian market.

Each of the Company's foreign subsidiaries has fiscal quarters and a fiscal year-end that align with the calendar quarterly periods and year-end. Titan Australia also maintains fiscal quarters and a fiscal year-end that aligns with the calendar periods. The quarterly and annual financial statements of all of the Company's foreign subsidiaries are consolidated into the Company's U.S. quarterly and annual fiscal periods that end on April 30th, July 31st, October 31st and January 31st. Accordingly, the October 2, 2023 foreign acquisition of O'Connors is a fourth quarter of fiscal 2024 transaction, and therefore no amounts long-lived assets, by geographic area were recognized in the consolidated financial statements of the Company for the quarter ended October 31, 2023.

The acquisition of O'Connors has been accounted for under the acquisition method of accounting, which requires the Company to estimate the acquisition date fair value of the assets acquired and liabilities assumed. The fair value of the consideration paid exceeded the preliminarily estimated fair value of the assets acquired and liabilities assumed, which resulted in the recognition of \$48.5 million of intangible assets. The Company is in the process of completing an intangible asset valuation and is expected to have goodwill, distribution rights, and customer relationships as the primarily intangible assets. The valuation is expected to be completed by January 31, 2024. The entire goodwill amount will be assigned to the Australia segment and is not expected to be deductible for income tax purposes. All acquisition-related costs, which amounted to \$1.1 million during the nine months ended October 31, 2023, have been expensed as incurred and recognized as operating expenses in the condensed consolidated statement of operations.

Due to the limited time since the acquisition of O'Connors, the estimated fair values of acquired assets and assumed liabilities are provisional estimates, but are based on the best information currently available. These provisional estimates are subject to change as the Company completes all remaining steps in finalizing the purchase price allocation. The Company expects to finalize the valuation of all assets and liabilities by January 31, 2024. The preliminary allocation of the purchase price to assets acquired and liabilities assumed is as follows:

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(in thousands)

Assets acquired:

Cash	\$ 4,333
Receivables	5,741
Inventories	97,832
Prepaid expenses and other	296
Property and equipment	11,063
Operating lease assets	14,496
Intangible assets	48,520
Other assets	7
	<hr/> \$ 182,288
Liabilities assumed:	
Accounts payable	\$ 4,191
Floorplan payable	74,843
Current maturities of long-term debt	294
Current operating lease liabilities	1,039
Deferred revenue	12,066
Accrued expenses and other	7,204
Long-term debt, less current maturities	2,077
Operating lease liabilities	13,457
Deferred income taxes	965
	<hr/> \$ 116,136
Net assets acquired	<hr/> \$ 66,152

Pro Forma Information

The following summarized unaudited pro forma condensed statement of operations information for the three and nine months ended October 31, 2023 and 2022, assumes that the Heartland Companies and O'Connors acquisitions occurred as of February 1, 2022. The Company prepared the following summarized unaudited pro forma condensed statement of operations information for comparative purposes only. The summarized unaudited pro forma condensed statement of operations information may not be indicative of the results that would have occurred had the Company completed the acquisitions as of February 1, 2022 or that will be attained in the future.

	Three Months Ended October 31,		Nine Months Ended October 31,	
			2023	2022
	(in thousands)			
Total Revenues	\$ 757,223	\$ 724,416	\$ 2,098,124	\$ 1,959,048
Net Income	\$ 34,027	\$ 44,390	\$ 99,302	\$ 100,913

	Revenue		Long-lived assets	
	Three Months Ended			
	April 30,			
	2024	2023	April 30, 2024	January 31, 2024
	(in thousands)			
United States	\$ 519,179	\$ 495,191	\$ 309,205	\$ 305,512
Australia ⁽¹⁾	44,419	—	26,768	27,637
Other international countries	65,105	74,440	21,265	21,233
	<hr/> \$ 628,703	<hr/> \$ 569,631	<hr/> \$ 357,238	<hr/> \$ 354,382

⁽¹⁾ Australia segment was acquired through the O'Connors acquisition that closed in October 2023.

[Table of Contents](#)**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our interim unaudited condensed consolidated financial statements and related notes included in Item 1 of Part I of this Quarterly Report, and the audited consolidated financial statements and related notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our Annual Report on Form 10-K for the fiscal year ended **January 31, 2023** **January 31, 2024**.

Overview

We own and operate a network of full service agricultural and construction equipment stores in the United States, **Australia**, and Europe. Based upon information provided to us by CNH Industrial N.V. or its U.S. subsidiary CNH Industrial America, LLC, we are the largest retail dealer of CaseIH 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. We operate our business through **three** **four** reportable segments: Agriculture, Construction, **Europe** and **Europe**, formerly **International**. Starting in the fourth quarter fiscal 2024, our fourth segment will be **Australia**, see Note 1 - **Business Activity and Significant Accounting Policies** for further details. **Australia**. Within each segment, we have four principal sources of revenue: new and used equipment sales, parts sales, service, and equipment rental and other activities.

Demand for agricultural equipment and, to a lesser extent, parts and service support, is impacted by agricultural commodity prices and net farm income. Based on **August 2023** **February 2024** U.S. Department of Agriculture publications, **the estimate of net farm income for** is estimated to decrease by 25.5% in calendar year 2023 indicated an approximate 22.8% decrease 2024, as compared to calendar year 2022, and an approximate 30.7% increase 2023, but remain in line with the average inflation adjusted net farm income for calendar year 2022 as compared to calendar year 2021, the previous 20 years.

For the **third** **first** quarter of fiscal 2024, 2025, our net income was **\$30.2 million** **\$9.4 million**, or **\$1.32** **\$0.41** per diluted share, compared to a fiscal 2023 **third** **2024** first quarter net income of **\$41.3 million** **\$27.0 million**, or **\$1.82** **\$1.19** per diluted share. Significant factors impacting the quarterly comparisons were:

- Gross profit margin decreased to 19.4% for first quarter of fiscal 2025, as compared to 20.8% for the first quarter of fiscal 2024. The decrease in gross profit margin is primarily the result of a normalization of equipment gross profit margin as supply has caught up with demand.
- Floorplan interest expense increased by \$5.8 million in the first quarter of fiscal 2025 as compared to the same period in fiscal 2024, due to an increase in interest bearing inventory.
- Revenue in the **third** **first** quarter of fiscal 2024, 2025 increased by **3.8%** **10.4%** compared to the **third** **first** quarter of fiscal 2023, 2024. The revenue increase was led by additional revenue resulting from the acquisition of Pioneer Farm Equipment, O'Connors, in **February** **October** 2023. Same-store sales remained stable, on top of the record performance from prior year which saw same-store growth of 34%.
- Gross profit margin decreased to 19.9% for third quarter of fiscal 2024, as compared to 20.9% for the third quarter of fiscal 2023. The decrease in gross profit margin is primarily the result of a partial normalization of equipment gross profit margin as supply of many product categories has caught up with demand. Another factor is the prior year equipment gross profit benefited from the recognition of a \$2.0 million accrual on the expected achievement of annual manufacturer incentive programs, which is not included in the results for the third quarter of fiscal 2024.
- Floorplan interest expense increased by \$3.5 million in the third quarter of fiscal 2024 as compared to the same period in fiscal 2023, due to an increase in interest bearing inventory and higher interest rates.

Supply Chain

While we continue to experience less than desired shipments of certain product categories, primarily high-horsepower tractors, self-propelled sprayers and wheel loaders, for most other product categories we have been able to receive enough inventory to meet demand and also have stock available for sale.

Russian-Ukrainian Conflict

In February 2022, Russian military forces invaded Ukraine, and although the length, impact, and outcome of the ongoing conflict in Ukraine is highly unpredictable, this conflict has led, and could continue to lead, to significant market and other disruptions, including instability in financial markets, supply chain interruptions, political and social instability, and increases in cyberattacks. We are actively monitoring the situation in Ukraine and assessing its impact on our business. For the nine months ended October 31, 2023, Titan Machinery Ukraine's revenues are down approximately 10.3% from the prior year period.

As of October 31, 2023, the Company had total assets of \$32.3 million in Ukraine. The physical assets (e.g. inventory and fixed assets) are almost exclusively located in central and western areas of the country. Total assets in Ukraine, as of January 31, 2023, were \$27.4 million.

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If the Company cannot provide efficient and uninterrupted services to its customers, this could worsen the conflict's adverse effect on the Company's operations and business in Ukraine. In addition, the Company's ability to maintain adequate liquidity for our operations in Ukraine is dependent on a number of factors, including Titan Machinery Ukraine's revenue and earnings, which have been and could continue to be significantly impacted by the conflict. Further, any major breakdown or closure of utility services, any major threat to civilians in our footprint, disruption of commodity exports from Ukraine, or international banking disruption could materially impact the operations and liquidity of Titan Machinery Ukraine.

Acquisitions

Fiscal 2024

On August 29, 2023, the Company entered into a definitive purchase agreement to acquire J.J. O'Connor & Sons Pty. Ltd. ("O'Connors") Acquisition

On October 2, 2023, which operates we acquired all of the outstanding equity interests of 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. In its most recently completed fiscal year ended June 30, 2023, O'Connors generated revenue of approximately \$258 million. The Company closed on the acquisition on October 2, 2023, see Note 18 - Subsequent Event for further details. The consideration paid is approximately \$62 million, subject to final working capital and other purchase price closing adjustments. The acquisition will be accounted for in accordance

with Accounting Standards Codification ("ASC") Topic 805, "Business Combinations". The Company funded the acquisition with cash on hand and using the proceeds of additional indebtedness incurred under the floorplan and working capital loans of the Bank Syndicate Agreement.

On June 1, 2023, the Company acquired certain assets of Midwest Truck. The acquired business consists of one location in Dawson, Minnesota. This location is included in the Company's Agriculture segment. The total consideration transferred for the acquired business was \$4.0 million paid in cash, which includes the purchase of the real estate.

On May 1, 2023, the Company, through its German Subsidiary, Titan Machinery Deutschland GmbH, acquired certain assets of MAREP related to its full-service agriculture dealership businesses located in Mühlengee and Radelübbecke, Germany. Our acquisition of these assets from MAREP further expands our presence in the German market. The total consideration transferred for the acquired business was \$4.4 million paid in cash, which includes the real estate of the Mühlengee location. These locations are included in the Company's Europe segment.

On February 1, 2023, the Company acquired certain assets of Pioneer Farm Equipment. The acquired business consists of five agriculture equipment stores in American Falls, Blackfoot, Idaho Falls, Rexburg, and Rupert, Idaho. These locations are included in the Company's Agriculture segment. The total consideration transferred for the acquired business was \$19.5 million paid in cash, which includes \$9.4 million for the purchase of the real estate.

In connection with the acquisition, the Company acquired from CNH Industrial and certain other manufacturers equipment and parts inventory previously owned by Pioneer Farm Equipment. Upon acquiring these inventories, the Company was offered floorplan financing by the manufacturer. In total, the Company acquired inventory and recognized a corresponding liability of \$12.7 million. The recognition of these inventories and associated financing liabilities are not included as part of the accounting for the business combination.

Fiscal 2023

On August 1, 2022, the Company acquired all outstanding equity interests of three entities, Heartland Agriculture, LLC, Heartland Solutions, LLC, and Heartland Leveraged Lender, LLC, (collectively referred to as "Heartland Companies") for \$94.4 million in cash consideration. The Heartland Companies consist of twelve CaseIH commercial application agriculture locations, in Idaho, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, South Dakota, Washington, and Wisconsin. The Heartland Companies have O'Connors has been a successful CaseIH commercial application dealer group Case IH complex, and our acquisition of these entities this entity provides the Company with the opportunity for synergies due to expand our international presence into the overlap of our footprints, as it allow us to package deals that include both commercial application equipment as well as other agricultural and construction equipment to commercial customers within our core footprint. The Heartland Companies are included in the Agriculture segment. In the most recent completed fiscal year prior to the acquisition, the Heartland Companies generated revenue of approximately \$21.4 million.

On April 1, 2022, the Company acquired certain assets of Mark's Machinery, Inc. The acquired business consisted of two agricultural equipment stores in Wagner and Yankton, South Dakota. These locations are included in the Company's Agriculture segment. In its most recent fiscal year prior to the acquisition, Mark's Machinery, Inc. generated revenue of approximately \$34.0 million. The total large, well-established Australian agriculture market. Total cash consideration paid for the acquired business O'Connors was \$7.7 million.

[Table \\$66.5 million, which was financed through available cash resources and line of Contents](#)

credit availability. The 15 O'Connors store locations are included within our new Australia segment.

ERP Transition

The Company is in the process of converting to a new Enterprise Resource Planning ("ERP") application. The new ERP application is expected to provide data-driven and mobile-enabled sales and support tools to improve employee efficiency and deliver an enhanced customer experience. The Company has implemented a phased roll-out plan to integrate all of its domestic stores to the new ERP. We will continue ERP, which it plans to complete by the phased rollout until all remaining domestic locations have been transitioned to the new ERP, end of fiscal year 2025.

Critical Accounting Policies and Estimates

Our critical accounting policies and estimates are included in the Management's Discussion and Analysis of Financial Condition and Results of Operations section of our Annual Report on Form 10-K for the fiscal year ended [January 31, 2023](#) [January 31, 2024](#). There have been no changes in our critical accounting policies and estimates since [January 31, 2023](#) [January 31, 2024](#).

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Results of Operations

The results presented below include the operating results of any acquisition made during these periods, from the date of acquisition, as well as the operating results of any stores closed or divested during these periods, up to the date of the store closure. The period-to-period comparisons included below are not necessarily indicative of future results. Segment information is provided later in the discussion and analysis of our results of operations.

Same-store sales for any period represent sales by stores that were part of the Company for the entire comparable period in the current and preceding fiscal years. We do not distinguish between relocated or recently expanded stores in this same-store analysis. Closed stores are excluded from the same-store analysis. Stores that do not meet the criteria for same-store classification are described as excluded stores throughout this Results of Operations section.

Comparative financial data for each of our four sources of revenue are expressed below.

	Three Months Ended October 31,		Nine Months Ended October 31,	
	2023	2022		
			(dollars in thousands)	
Equipment	Equipment		2023	2022
Equipment			(dollars in thousands)	

Equipment									
Revenue									
Revenue									
Revenue	Revenue	\$	521,775	\$	508,996	\$	1,431,272	\$	1,240,579
Cost of revenue	Cost of revenue		454,598		436,156		1,237,660		1,070,378
Cost of revenue									
Cost of revenue									
Gross profit									
Gross profit									
Gross profit	Gross profit	\$	67,177	\$	72,840	\$	193,612	\$	170,201
Gross profit margin	Gross profit margin		12.9 %		14.3 %		13.5 %		13.7 %
Gross profit margin									
Gross profit margin									
Parts									
Parts									
Parts	Parts								
Revenue	Revenue	\$	114,962	\$	108,719	\$	320,077	\$	254,974
Revenue									
Revenue									
Cost of revenue									
Cost of revenue									
Cost of revenue	Cost of revenue		78,585		72,146		216,775		172,162
Gross profit	Gross profit	\$	36,377	\$	36,573	\$	103,302	\$	82,812
Gross profit									
Gross profit									
Gross profit margin	Gross profit margin		31.6 %		33.6 %		32.3 %		32.5 %
Service	Service								
Service									
Service									
Revenue									
Revenue									
Revenue	Revenue	\$	44,767	\$	38,960	\$	122,178	\$	101,847
Cost of revenue	Cost of revenue		14,393		13,456		41,010		35,288
Cost of revenue									
Cost of revenue									
Gross profit									
Gross profit									
Gross profit	Gross profit	\$	30,374	\$	25,504	\$	81,168	\$	66,559
Gross profit margin	Gross profit margin		67.8 %		65.5 %		66.4 %		65.4 %
Gross profit margin									
Gross profit margin									
Rental and other									
Rental and other									
Rental and other	Rental and other								

Revenue	Revenue	\$ 12,611	\$ 12,098	\$ 32,785	\$ 28,923
Revenue					
Revenue					
Cost of revenue					
Cost of revenue					
Cost of revenue	Cost of revenue	8,198	7,435	20,549	17,522
Gross profit	Gross profit	\$ 4,413	\$ 4,663	\$ 12,236	\$ 11,401
Gross profit					
Gross profit					
Gross profit margin	Gross profit margin	35.0 %	38.5 %	37.3 %	39.4 %
Gross profit margin					
Gross profit margin					

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The following table sets forth our statements of operations data expressed as a percentage of total revenue for the periods indicated:

		Three Months Ended October 31,		Nine Months Ended October 31,	
		2023	2022	2023	2022
Revenue	Revenue				
Revenue					
Revenue					
Equipment	Equipment	75.2 %	76.1 %	75.1 %	76.2 %
Equipment	Parts	16.6 %	16.3 %	16.8 %	15.7 %
Parts					
Parts					
Service	Service	6.4 %	5.8 %	6.4 %	6.3 %
Rental and other	Rental and other	1.8 %	1.8 %	1.7 %	1.8 %
Rental and other					
Rental and other					
Total Revenue					
Total Revenue					
Total Revenue	Total Revenue	100.0 %	100.0 %	100.0 %	100.0 %
Total Cost of Revenue	Total Cost of Revenue	80.1 %	79.1 %	79.5 %	79.6 %
Total Cost of Revenue					
Total Cost of Revenue					
Gross Profit Margin	Gross Profit Margin	19.9 %	20.9 %	20.5 %	20.4 %
Gross Profit Margin					
Gross Profit Margin					
Operating Expenses	Operating Expenses	13.3 %	12.7 %	13.8 %	13.4 %
Operating Expenses	Operating Expenses	13.3 %	12.7 %	13.8 %	13.4 %
Operating Expenses	Operating Expenses	13.3 %	12.7 %	13.8 %	13.4 %
Income from Operations	Income from Operations	6.7 %	8.2 %	6.7 %	7.0 %

Income from Operations										
Income from Operations										
Other Expense										
Other Expense										
Other Expense	Other Expense	(0.8)	%	—	%	(0.6)	%	(0.1)	%	
Income Before	Income Before									
Income Taxes	Income Taxes	5.8	%	8.2	%	6.2	%	6.9	%	
Income Before Income Taxes										
Income Before Income Taxes										
Provision for Income Taxes										
Provision for Income Taxes										
Provision for Income Taxes	Provision for Income Taxes	1.5	%	2.0	%	1.5	%	1.7	%	
Net Income	Net Income	4.3	%	6.2	%	4.6	%	5.2	%	
Net Income										
Net Income										

Three Months Ended **October 31, 2023** **April 30, 2024** Compared to Three Months Ended **October 31, 2022** **April 30, 2023**

Consolidated Results

Revenue

	Three Months Ended				Three Months Ended April 30,				Increase/			
	October 31,		Increase/		2024		2023		(Decrease)		Percent	
	2023	2022	(Decrease)	Change							Change	
(dollars in thousands)												
Equipment	Equipment	\$521,775	\$508,996	\$12,779	2.5 %	Equipment	\$468,089	\$429,376	\$38,713	9.0	9.0 %	
Parts	Parts	114,962	108,719	6,243	5.7 %	Parts	108,226	96,606	11,620	11,620	12.0	12.0 %
Service	Service	44,767	38,960	5,807	14.9 %	Service	45,079	34,933	10,146	10,146	29.0	29.0 %
Rental and other	Rental and other	12,611	12,098	513	4.2 %	Rental and other	7,309	8,716	(1,407)	(1,407)	(16.1)	(16.1) %
Total Revenue	Total Revenue	\$694,115	\$668,773	\$25,342	3.8 %	Total Revenue	\$628,703	\$569,631	\$59,072	10.4	10.4	10.4 %

Total revenue for the **third** first quarter of fiscal 2025 was 10.4% or \$59.1 million higher than the first quarter of fiscal 2024 was 3.8% or \$25.3 million higher than the **third** quarter of fiscal 2023 driven primarily by our due to the acquisition of Pioneer Farm Equipment O'Connors that was completed in **February** **October** 2023. Same-store sales increased by 1.1%, driven by an increase of 4.3% by the Agriculture segment, which was partially offset by European same-store sales decrease of 15.5%.

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	Three Months Ended October				Three Months Ended April 30,				Increase/		
	31,		Increase/		2024		2023		(Decrease)		Percent
	2023	2022	(Decrease)	Change							Change
(dollars in thousands)											
Gross Profit	Gross Profit										
Equipment	Equipment										
Parts	Parts	\$67,177	\$72,840	(\$5,663)	(7.8)%	\$55,850	\$61,114	\$5,264	(8.6)	(8.6)	(8.6) %
Service	Service	36,377	36,573	(196)	(0.5)%	35,075	31,503	3,572	3,572	11.3	11.3 %
Rental and other	Rental and other	30,374	25,504	4,870	19.1 %	28,303	22,524	5,779	5,779	25.7	25.7 %
Total Gross Profit	Total Gross Profit	4,413	4,663	(250)	(5.4)%	2,527	3,439	(912)	(912)	(26.5)	(26.5) %
Total Gross Profit	Total Gross Profit	\$138,341	\$139,580	(\$1,239)	(0.9)%	\$121,755	\$118,580	\$3,175	2.7	2.7	2.7 %

Gross Profit Margin		Gross Profit Margin									
Equipment	Equipment	12.9 %	14.3 %	(1.4)%	(9.8)%						
Equipment	Equipment					11.9 %	14.2 %	(2.3) %	(16.2)%		
Parts	Parts	31.6 %	33.6 %	(2.0)%	(6.0)%	Parts	32.4 %	32.6 %	(0.2) %	(0.6)%	
Service	Service	67.8 %	65.5 %	2.3 %	3.5 %	Service	62.8 %	64.5 %	(1.7) %	(2.6)%	
Rental and other	Rental and other	35.0 %	38.5 %	(3.5)%	(9.1)%	Rental and other	34.6 %	39.5 %	(4.9) %	(12.4)%	
Total Gross Profit Margin	Total Gross Profit Margin	19.9 %	20.9 %	(1.0)%	(4.8)%	Margin	19.4 %	20.8 %	(1.4) %	(6.7)%	
Gross Profit Mix	Gross Profit Mix										
Equipment	Equipment	48.6 %	52.2 %	(3.6)%	(6.9)%						
Equipment	Equipment					45.9 %	51.5 %	(5.6) %	(10.9)%		
Parts	Parts	26.3 %	26.2 %	0.1 %	0.4 %	Parts	28.8 %	26.6 %	2.2 %	8.3 %	
Service	Service	22.0 %	18.3 %	3.7 %	20.2 %	Service	23.2 %	19.0 %	4.2 %	22.1 %	
Rental and other	Rental and other	3.1 %	3.3 %	(0.2)%	(6.1)%	Rental and other	2.1 %	2.9 %	(0.8) %	(27.6)%	
Total Gross Profit Mix	Total Gross Profit Mix	100.0 %	100.0 %								

Gross profit for the **third** first quarter of fiscal **2024** decreased **0.9%** **2025** increased **2.7%** or **\$1.2 million** **\$3.2 million**, as compared to the same period last year. Gross profit margin also declined to **19.9%** **19.4%** in the current quarter from **20.9%** **20.8%** in the prior year quarter. The decrease in gross profit margin is primarily the result of a partial normalization of equipment gross profit margin as supply of many product categories has caught up with demand. Another factor is the prior year equipment gross profit benefited from the recognition of a **\$2.0 million** accrual on the expected achievement of annual manufacturer incentive programs, which is not included in the results for the third quarter of fiscal **2024**.

Our Company-wide absorption rate — which is calculated 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 floorplan payables and rental fleet debt — decreased to **87.4%** **71.2%** for the **third** first quarter of fiscal **2024** **2025** compared to **95.9%** **83.5%** during the same period last year, led by increased floorplan interest expense in the **third** first quarter of fiscal **2024** **2025** compared to the same period last year.

Operating Expenses

	Three Months Ended				Three Months Ended							
	October 31,		Increase/ Percent		April 30,		Increase/		Percent			
	2023	2022	(Decrease)	Change	2024	2023	(Decrease)	Change				
(dollars in thousands)												
Operating Expenses	Operating Expenses	\$92,115	\$84,861	\$7,254	8.5 %	Operating Expenses	\$ 99,158	\$ 81,315	\$ 17,843	21.9 %		21.9 %
Operating Expenses as a Percentage of Revenue	Operating Expenses as a Percentage of Revenue	13.3 %	12.7 %	0.6 %	4.7 %	Operating Expenses as a Percentage of Revenue	15.8 %	14.3 %	1.5 %	10.5 %		10.5 %

Our operating expenses in the **third** first quarter of fiscal **2024** **2025** increased **8.5%** **21.9%** as compared to the **third** first quarter of fiscal **2023** **2024**. The increase in operating expenses was primarily the result of the led by additional operating expenses due to acquisitions that have taken place in the past year as well as an increase in variable expenses associated with increased sales, year. Operating expenses as a percentage of revenue increased to **13.3%** **15.8%** in the **third** first quarter of fiscal **2024** **2025** from **12.7%** **14.3%** in the **third** first quarter of fiscal **2023** **2024**.

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	Three Months Ended October 31,				Three Months Ended April 30,				Increase/ (Decrease)				Percent Change	
	2023		2022		2024		2023		2024		2023		2022	
			(Decrease)	Change										
(dollars in thousands)														
Interest and other income (expense)	Interest and other income (expense)	\$ (235)	\$ 1,804	\$ (2,039)	(113.0)%	Interest and other income (expense)	\$ (288)	\$ 720	\$ (1,008)	(140.0)	\$ (140.0)	(140.0)	%	
Floorplan interest expense	Floorplan interest expense	(4,045)	(588)	3,457	587.9 %	Floorplan interest expense	(7,064)	(1,272)	(1,272)	5,792	5,792	455.3	455.3 %	
Other interest expense	Other interest expense	(1,494)	(1,257)	237	18.9 %	Other interest expense	(2,459)	(1,274)	(1,274)	1,185	1,185	93.0	93.0 %	

The change in interest and other income (expense) for the first quarter of fiscal 2025 compared to the first quarter of fiscal 2023 2024 was primarily the result of foreign currency fluctuations in the quarter, creating foreign currency losses in for the first quarter fiscal 2024 2025. The increase in floorplan interest expense for the third first quarter of fiscal 2024 2025 as compared to the third first quarter of fiscal 2023 2024 was primarily due to a higher level of interest-bearing inventory and a higher interest rate in the third first quarter of fiscal 2024 2025. The increase in other interest expense in the first quarter of fiscal 2025 is the result of an increased amount of long term debt outstanding resulting from real estate purchased as part of dealership acquisitions and purchases of previously leased facilities in fiscal 2024 as well as increased borrowing on our CNH Industrial revolver line of credit.

Provision for Income Taxes

	Three Months Ended October 31,				Increase/ (Decrease)				Percent Change					
	2023		2022		2024		2023		2024		2023		2022	
			(Decrease)	Change										
(dollars in thousands)														
Provision for Income Taxes	\$ 10,259	\$ 13,421	\$ (3,162)	(23.6)%										
(dollars in thousands)														
Provision for Income Taxes	\$ 3,345	\$ 8,474	\$ (5,129)	(60.5)%										

Our effective tax rate was 25.4% 26.2% and 24.5% 23.9% for each of the three months ended October 31, 2023 April 30, 2024 and October 31, 2022 April 30, 2023, respectively. The effective tax rates for the three months ended October 31, 2023 April 30, 2024 and 2022 2023 were subject to various factors such as the impact of certain discrete items, mainly the vesting of share-based compensation and the mix of domestic and foreign income.

The Organization for Economic Co-operation and Development's ("OECD") Pillar Two Global Anti-Base Erosion ("GloBE") model rules, issued under the OECD Inclusive Framework on Base Erosion and Profit Shifting, introduce a global minimum tax of 15% applicable to multinational enterprise groups with consolidated financial statement revenue in excess of €750 million. Numerous foreign jurisdictions have already enacted tax legislation based on the GloBE rules, with some effective as early as January 1, 2024. As of April 30, 2024, we recognized a nominal income tax expense for Pillar Two GloBE minimum tax. The Company is continuously monitoring the evolving application of this legislation and assessing its potential impact on our future tax liability.

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Segment Results

Certain financial information for our Agriculture, Construction, Europe and Europe Australia business segments is presented below. "Shared Resources" in the table below refers to the various unallocated income/(expense) items that we have retained at the general corporate level. Revenue between segments is immaterial.

	Three Months Ended October 31,				Three Months Ended April 30,				Increase/ (Decrease)				Percent	
	2023		2022		2024		2023		2024		2023		2022	
			(Decrease)	Change										
(dollars in thousands)														
Revenue	Revenue													
Agriculture	Agriculture	\$ 531,404	\$ 493,324	\$ 38,080	7.7 %									
Construction		77,508	86,403	(8,895)	(10.3)%									

Europe	85,203	89,046	(3,843)	(4.3)%		
Total	\$694,115	\$668,773	\$ 25,342	3.8 %		
Income Before Income Taxes						
Agriculture						
Agriculture	Agriculture	\$ 35,130	\$ 42,044	\$ (6,914) (16.4)%		
Construction	Construction	4,057	6,065	(2,008) (33.1)%		
Europe	Europe	5,146	8,488	(3,342) (39.4)%		
Australia		Australia		\$ 44,419		
Total		Total		\$ 628,703		
Income (Loss) Before Income Taxes						
Income (Loss) Before Income Taxes						
Income (Loss) Before Income Taxes						
Agriculture						
Agriculture						
Agriculture						
Construction						
Europe						
Australia						
Segment	Segment	Segment				
Income Before Income Taxes	Income Before Income Taxes	44,333	56,597	(12,264) (21.7)%		
Shared Resources	Shared Resources	(3,881)	(1,919)	1,962 102.2 %		
Total	Total	\$ 40,452	\$ 54,678	\$ (14,226) (26.0)%		
\$N/M = Not Meaningful						

Agriculture

Agriculture segment revenue for the **third** first quarter of fiscal **2024** **2025** increased **7.7%** **5.8%** compared to the **third** first quarter of fiscal **2023**, **2024**. The higher revenue was driven primarily by the recent acquisition of Pioneer Farm Equipment, completed in February 2023, as well as an increase in same-store sales in our Agriculture segment of **3.5%** on top of last year's record performance, **4.3%**. Same-store sales was constrained positively impacted by delayed OEM deliveries and capacity constraints or our service department as we

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prioritized supporting our customers through harvest equipment, but was partially offset by softer demand for equipment purchases which limited our ability to process and deliver pre-sold units to customers. is being negatively impacted by the expected decrease in net farm income.

Agriculture segment income before income taxes for the **third** first quarter of fiscal **2024** **2025** was **\$35.1 million** **\$13.0 million** compared to **\$42.0 million** **\$24.2 million** for the **third** first quarter of fiscal **2023**, **2024**. The decrease in gross profit is primarily the result of a partial normalization of equipment gross profit margin as supply of many product categories has caught up with demand. Another factor is the prior year equipment gross profit benefited from the recognition of a \$2.0 million accrual on the expected achievement of annual manufacturer incentive programs, which is not included in the results for the third quarter of fiscal 2024.

Construction

Construction segment revenue for the **third** first quarter of fiscal **2024** decreased **10.3%** **2025** was essentially flat compared to the **third** first quarter of fiscal **2023**. The year-over-year decrease in revenue was primarily driven by the timing of equipment deliveries which shifted some revenue into the fourth quarter of this year as compared to the **third** and **fourth** quarters of the prior year, **2024**.

Our Construction segment income before taxes was **\$4.1 million** **\$0.3 million** for the **third** first quarter of fiscal **2024** **2025** compared to **\$6.1 million** **\$4.5 million** in the **third** first quarter of fiscal **2023**, **2024**. The decrease in segment results was primarily due to a decrease led by increases in revenue, operating expenses and floorplan interest expense. The dollar utilization which of our rental fleet decreased from **26.8%** in the first quarter of fiscal **2024** to **21.7%** in the first quarter of fiscal **2025**. Dollar fleet utilization is calculated 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, of our rental fleet decreased slightly from **34.3%** in the third quarter of fiscal **2023** to **33.2%** in the third quarter of fiscal **2024**, period.

Europe

Europe segment revenue was \$85.2 million \$65.1 million for the **third** first quarter of fiscal 2024 2025 compared to \$89.0 million \$74.4 million in the **third** first quarter of fiscal 2023 2024. The decrease in revenue was impacted by a **softening** **lower** demand, which was **negatively impacted by dry conditions in the region as well as being negatively impacted by a 4.2%** decrease in total revenue from our Ukrainian subsidiary due to the Russia-Ukraine conflict, compared to the third quarter of fiscal 2023, **global commodity prices and higher interest rates.**

Our Europe segment income before income taxes was \$5.1 million \$1.4 million for the **third** first quarter of fiscal 2024 2025 compared to segment income before income taxes of \$8.5 million \$6.4 million for the same period last year. The decrease in segment pre-tax income was primarily the result of **increased operating expenses, decreased equipment sales as noted above as well as gross profit margin normalization of equipment sales as supply has caught up with demand.**

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Australia

We entered into the Australian market in October 2023 with the O'Connor acquisition. Australia segment revenue for fiscal 2024 was \$44.4 million. Our Australia segment loss before income taxes was \$0.5 million for the first quarter of fiscal 2025.

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, unallocated balances may occur. Shared Resources loss before income taxes was \$3.9 million \$1.4 million for the **third** first quarter of fiscal 2024 2025 compared to a **loss** **profit** before income taxes of \$1.9 million \$0.4 million for the same period last year. The lower **Shared Resources** results were primarily from **increase in floorplan interest expense as well as \$0.6 million of acquisition related expenses incurred for the O'Connors acquisition.**

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Nine Months Ended October 31, 2023 Compared to Nine Months Ended October 31, 2022

Consolidated Results

Revenue

	Nine Months Ended October 31,		(Decrease)	Percent Change
	2023	2022		
	(dollars in thousands)			
Equipment	\$ 1,431,272	\$ 1,240,579	\$ 190,693	15.4 %
Parts	320,077	254,974	65,103	25.5 %
Service	122,178	101,847	20,331	20.0 %
Rental and other	32,785	28,923	3,862	13.4 %
Total Revenue	\$ 1,906,312	\$ 1,626,323	\$ 279,989	17.2 %

Total revenue for the first nine months of fiscal 2024 was up 17.2% or \$280.0 million compared to the first nine months of fiscal 2023, driven primarily by our acquisitions of Mark's Machinery, the Heartland Companies, and Pioneer Farm Equipment completed in April 2022, August 2022, and February 2023, respectively as well as an increase in Company-wide same-store sales of 4.3%. The same-store sales increase was primarily driven by equipment sales, which benefited from improved availability of inventory in certain product categories and the sustained high demand of both agriculture and construction equipment.

Gross Profit

	Nine Months Ended October 31,		(Decrease)	Percent Change
	2023	2022		
	(dollars in thousands)			
Gross Profit				
Equipment	\$ 193,612	\$ 170,201	\$ 23,411	13.8 %
Parts	103,302	82,812	20,490	24.7 %
Service	81,168	66,559	14,609	21.9 %
Rental and other	12,236	11,401	835	7.3 %
Total Gross Profit	\$ 390,318	\$ 330,973	\$ 59,345	17.9 %
Gross Profit Margin				
Equipment	13.5 %	13.7 %	(0.2)%	(1.5)%
Parts	32.3 %	32.5 %	(0.2)%	(0.6)%
Service	66.4 %	65.4 %	1.0 %	1.5 %

Rental and other	37.3 %	39.4 %	(2.1)%	(5.3)%
Total Gross Profit Margin	20.5 %	20.4 %	0.1 %	0.5 %
Gross Profit Mix				
Equipment	49.6 %	51.5 %	(1.9)%	(3.7)%
Parts	26.5 %	25.0 %	1.5 %	6.0 %
Service	20.8 %	20.1 %	0.7 %	3.5 %
Rental and other	3.1 %	3.4 %	(0.3)%	(8.8)%
Total Gross Profit Mix	100.0 %	100.0 %		

Gross profit increased 17.9% or \$59.3 million for the first nine months of fiscal 2024, as compared to the same period last year. Gross profit margin also improved to 20.5% in the first nine months of fiscal 2024 from 20.4% in the same period last year. The increase in gross profit margin was primarily due to gross profit mix shift, to higher margin parts sales relative to equipment sales.

Our Company-wide absorption rate for the first nine months of fiscal 2024 increased to 95.9%, as compared to 89.6% during the same period last year, as the increase in gross profit from parts, rental, and service more than offset the increase in operating expenses and interest expense on floorplan payables, during the nine-month period compared to that of the prior year nine-month period.

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Operating Expenses

	Nine Months Ended October 31,		(Decrease)	Percent
	2023	2022		
	(dollars in thousands)			
Operating Expenses	\$ 262,182	\$ 217,841	\$ 44,341	20.4 %
Operating Expenses as a Percentage of Revenue	13.8 %	13.4 %	0.4 %	3.0 %

Our operating expenses for the first nine months of fiscal 2024 increased \$44.3 million as compared to the first nine months of fiscal 2023. The increase in operating expenses was a result of an increase in variable expenses associated with increased sales as well as acquisitions that have occurred in the last twelve months. Operating expenses as a percentage of revenue increased slightly to 13.8% in the first nine months of fiscal 2024 from 13.4% in the first nine months of fiscal 2023.

Other Income (Expense)

	Nine Months Ended October 31,		(Decrease)	Percent
	2023	2022		
	(dollars in thousands)			
Interest and other income (expense)	\$ 1,129	\$ 3,169	\$ (2,040)	(64.4)%
Floorplan interest expense	(7,774)	(1,087)	6,687	615.2 %
Other interest expense	(4,008)	(3,802)	206	5.4 %

The change in interest and other income (expense) compared to fiscal 2023 was primarily the result of foreign currency fluctuations in the nine months period, creating foreign currency losses in fiscal 2024. Floorplan interest expense increased \$6.7 million for the first nine months of fiscal 2024, as compared to the same period last year, primarily due to increased interest bearing borrowings, resulting from higher inventory levels, as well as a higher interest rate environment.

Provision for Income Taxes

	Nine Months Ended October 31,		(Decrease)	Percent
	2023	2022		
	(dollars in thousands)			
Provision for Income Taxes	\$ 29,004	\$ 27,656	\$ 1,348	4.9 %

Our effective tax rate was 24.7% for the first nine months of fiscal 2024 and 24.8% for the same period last year. The effective tax rate for the nine months ended October 31, 2023 and 2022 was subject to variation due to factors such as the impact of certain discrete items, mainly the vesting of share-based compensation and the mix of domestic and foreign income.

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Segment Results

Certain financial information for our Agriculture, Construction and Europe business segments is presented below. "Shared Resources" in the table below refers to the various unallocated income/(expense) items that we have retained at the general corporate level. Revenue between segments is immaterial.

	Nine Months Ended October 31,			Increase/ (Decrease)	Percent Change
	2023	2022			
	(dollars in thousands)				
Revenue					
Agriculture	\$ 1,423,669	\$ 1,160,829	\$ 262,840	22.6 %	
Construction	232,368	223,389	8,979	4.0 %	
Europe	250,275	242,105	8,170	3.4 %	
Total	<u>\$ 1,906,312</u>	<u>\$ 1,626,323</u>	<u>\$ 279,989</u>		17.2 %
Income Before Income Taxes					
Agriculture	\$ 92,311	\$ 83,387	\$ 8,924	10.7 %	
Construction	13,746	13,197	549	4.2 %	
Europe	17,097	18,683	(1,586)	(8.5)%	
Segment Income Before Income Taxes	<u>123,154</u>	<u>115,267</u>	<u>7,887</u>		6.8 %
Shared Resources	(5,671)	(3,855)	1,816		47.1 %
Total	<u>\$ 117,483</u>	<u>\$ 111,412</u>	<u>\$ 6,071</u>		5.4 %

Agriculture

Agriculture segment revenue for the first nine months of fiscal 2024 increased 22.6% compared to the same period last year. The higher revenue was driven primarily by the acquisitions of Mark's Machinery, the Heartland Companies, and Pioneer Farm Equipment in April 2022, August 2022, and February 2023, respectively, as well as an increase in same-store sales of 4.7% for the first nine months of fiscal 2024, as compared to the same period last year. The same-store sales increase was primarily driven by equipment sales, which benefited from improved availability of inventory in certain product categories and the sustained high demand for new and used equipment.

Agriculture segment income before income taxes was \$92.3 million for the first nine months of fiscal 2024 compared to \$83.4 million over the first nine months of fiscal 2023. The improvement in segment results was primarily the result of higher equipment revenue.

Construction

Construction segment revenue for the first nine months of fiscal 2024 increased 4.0% compared to the same period last year. When accounting for the divestitures of the North Dakota consumer products store in March 2022, same-store sales increased 4.8%. Construction activity in our footprint sustained at healthy levels, which was the primary factor in the same-store sales growth.

Our Construction segment income before income taxes was \$13.7 million for the first nine months of fiscal 2024 compared to \$13.2 million for the first nine months of fiscal 2023. The increase in segment results was primarily due to an increase in same-store sales, as described above. The dollar utilization of our rental fleet decreased from 30.7% in the first nine months of fiscal 2023 to 30.1% in the first nine months of fiscal 2024.

Europe

Europe segment revenue for the first nine months of fiscal 2024 increased 3.4% compared to the same period last year. The increase in segment revenues benefited from improved availability of inventory in certain product categories and the sustained high demand of equipment in the first nine months of fiscal 2024, which more than offset a 10.3% decrease in revenues from our Ukrainian subsidiary due to the Russia-Ukraine conflict compared to the first nine months of fiscal 2023.

Our Europe segment income before income taxes was \$17.1 million for the first nine months of fiscal 2024 compared to \$18.7 million for the same period last year. The decrease in segment pre-tax income was primarily the result of increased operating expenses.

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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 \$5.7 million for the first nine months of fiscal 2024, which included \$1.1 million of acquisition related expenses incurred for the O'Connors acquisition, compared to a loss before income taxes of \$3.9 million for the same period last year.

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fluctuations.

Liquidity and Capital Resources

Sources of Liquidity

Our primary sources of liquidity are cash reserves, cash generated from operations, and borrowings under our floorplan 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, provided that our borrowing capacity under our credit agreements is dependent on compliance with various covenants as further described in the "Risk Factors" section of our Annual Report on Form 10-K.

Equipment Inventory and Floorplan and Working Capital Payable Credit Facilities

As of **October 31, 2023** **April 30, 2024**, the Company had floorplan payable lines of credit for equipment purchases totaling **\$923.0 million**, **\$1.4 billion**, which is primarily comprised of a **\$500.0 million** **\$875.0 million** credit facility with CNH Industrial, a **\$250.0 million** **\$275.0 million** floorplan payable line and a **\$75.0 million** working capital line of credit under the Bank Syndicate Agreement, and a **\$50.0 million** **\$80.0 million** credit facility with DLL Finance.

Our equipment inventory turnover decreased from **3.6** **3.0** times for the rolling 12 month period ended **October 31, 2022** **April 30, 2023** to **2.4** **2.0** times for the rolling 12 month period ended **October 31, 2023** **April 30, 2024**. The decrease in equipment turnover was attributable to an increase in equipment inventory over the rolling 12 month period ended **October 31, 2023** as compared to the same period ended **October 31, 2022** **April 30, 2024**. Our equity in equipment inventory, which reflects the portion of our equipment inventory balance that is not financed by floorplan payables, decreased to **20.9%** **16.3%** as of **October 31, 2023** **April 30, 2024** from **51.7%** **18.2%** as of **January 31, 2023** **January 31, 2024**. The decrease in our equity in equipment inventory is primarily due to the stocking of new equipment inventories as availability has improved, as well as drawing on our floorplan loan with the Bank Syndicate in conjunction with the O'Connor acquisition.

Adequacy of Capital Resources

Our primary uses of cash have been to fund our operating activities, including the purchase of inventories and providing for other working capital needs, meeting our debt service requirements, making payments due under our various leasing arrangements, and funding capital expenditures, including rental fleet assets, and funding acquisitions. Based on our current operational performance, we believe our cash flow from operations, available cash and available borrowing capacity under our existing credit facilities will adequately provide for our liquidity needs for, at a minimum, the next 12 months.

As of **October 31, 2023** **April 30, 2024**, we were in compliance with the financial covenants under our CNH Industrial and DLL Finance credit agreements and we were not subject to the fixed charge coverage ratio covenant under the Bank Syndicate Agreement as our adjusted excess availability plus eligible cash collateral (as defined therein) was not less than 15% of the lesser of (i) aggregate borrowing base and (ii) maximum credit amount as of **October 31, 2023** **April 30, 2024**. While not expected to occur, if anticipated operating results were to create the likelihood of a future covenant violation, we would expect to work with our lenders on an appropriate modification or amendment to our financing arrangements.

Cash Flow

Cash Flow Used for Operating Activities

Net cash used for operating activities was **\$82.1 million** **\$32.4 million** for the first **nine** **three** months of fiscal **2024**, **2025**, compared to **net cash used for operating activities of \$7.1 million** **\$77.7 million** for the first **nine** **three** months of fiscal **2023**, **2024**. The change in net cash used for operating activities is primarily the result of an increase in inventories timing and a decrease in deferred revenue, collections of accounts receivable, which were **was** partially offset by an increase in non-interest bearing floorplan lines of credit from manufacturers and higher **lower** net income for the first **nine** **three** months of fiscal **2024**, **2025**.

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Cash Flow Used for Investing Activities

Net cash used for investing activities was **\$64.1 million** **\$12.9 million** for the first **nine** **three** months of fiscal **2024**, **2025**, compared to **\$124.0 million** **\$26.3 million** for the first **nine** **three** months of fiscal **2023**, **2024**. The decrease in cash used for investing activities was primarily the result of the acquisition of Mark's Machinery and the Heartland Companies in the first nine months of fiscal 2023 which was partially offset by the acquisitions of Pioneer Farm Equipment MAREP, and Midwest Truck MAREP in the first **nine** **three** months of fiscal 2024.

Cash Flow Provided by Financing Activities

Net cash provided by financing activities was **\$170.3 million** **\$43.1 million** for the first **nine** **three** months of fiscal **2024**, **2025** compared to **\$34.3 million** **\$98.2 million** for the first **nine** **three** months of fiscal **2023**, **2024**. The **increase** **decrease** in cash provided by financing activities was primarily the result of **increased** **lower** drawings on our non-manufacturer floorplan payables lines of credit in the first **nine** **three** months of fiscal **2024**, as the Company drew on its Bank Syndicate Agreement floorplan loan in fiscal 2024, to finance higher inventory levels.

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2025.

Information Concerning Off-Balance Sheet Arrangements

As of **October 31, 2023** **April 30, 2024**, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. Therefore, we are not exposed to any financing, liquidity, market or credit risk that could arise if we had engaged in these relationships.

FORWARD-LOOKING STATEMENTS

The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for forward-looking statements. Forward-looking statements are contained in this Quarterly Report on Form 10-Q, including in "Management's Discussion and Analysis of Financial Condition and Results of Operations," as well as in our Annual Report on Form 10-K for the year ended **January 31, 2023**, **January 31, 2024**, and in other materials filed by the Company with the Securities and Exchange Commission (and included in oral statements or other written statements made by the Company).

Forward-looking statements are statements based on future expectations and specifically may include, among other things, the impact of farm income levels on customer demand for agricultural equipment and services, the effectiveness and expected benefits of our new ERP system and the timing of the phased roll-out of the ERP system to the

Company's domestic locations, the general market conditions of the agricultural and construction industries, equipment inventory levels, and our primary liquidity sources, and the adequacy of our capital resources and sources of liquidity. Any statements that are not based upon historical facts, including the outcome of events that have not yet occurred and our expectations for future performance, are forward-looking statements. The words "potential," "believe," "estimate," "expect," "intend," "may," "could," "will," "plan," "anticipate," and similar words and expressions are intended to identify forward-looking statements. These statements are based upon the current beliefs and expectations of our management. These forward-looking statements involve important risks and uncertainties that could significantly affect anticipated results or outcomes in the future and, accordingly, actual results or outcomes may differ from those expressed in any forward-looking statements made by or on behalf of the Company. These risks and uncertainties include, but are not limited to, the impact of the Russia -Ukraine conflict on our Ukrainian subsidiary, our ability to successfully integrate and realize growth opportunities and synergies in connection with the O'Connors acquisition, the risk that we have assumed unforeseen or other liabilities in connection with the O'Connors acquisition and the impact of those conditions and obligations imposed on us under the CaseIH dealer agreements entered into in connection with the Heartland Companies acquisition for the commercial application equipment business, our substantial dependence on CNH Industrial, including CNH Industrial's ability to design, manufacture and allocate inventory to our stores in quantities necessary to satisfy our customer's demands, disruptions of supply chains and associated impacts on the Company's supply vendors and their ability to provide the Company with sufficient and timely inventory to meet customer demand, adverse market conditions in the agricultural and construction equipment industries, and those matters identified and discussed under the section titled "Risk Factors" in our Annual Report on Form 10-K. In addition to those matters, there may exist additional risks and uncertainties not currently known to us or that we currently deem to be immaterial that may materially adversely affect our business, financial condition or results of operations and may cause results to differ materially from those contained in any forward-looking statement. Other than as required by applicable law, we disclaim any obligation to update such risks and uncertainties or to publicly announce results of revisions to any of the forward-looking statements contained in this Quarterly Report on Form 10-Q to reflect future events or developments.

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ITEM 3. 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 rates of interest to be charged. Based upon our interest-bearing balances and interest rates as of **October 31, 2023** **April 30, 2024**, 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 **\$3.1 million** **\$4.8 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 **\$3.1 million** **\$4.8 million**. At **October 31, 2023** **April 30, 2024**, we had floorplan payables of **\$705.6 million** **\$1.0 billion**, of which approximately **\$305.9 million** **\$478.2 million** was variable-rate floorplan payable and **\$399.7 million** **\$546.8 million** was non-interest bearing. In addition, at **October 31, 2023** **April 30, 2024**, we had total long-term debt, including finance lease obligations, of **\$112.5 million** **\$120.1 million**, primarily 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 **October 31, 2023** **April 30, 2024**, 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 **October 31, 2023** **April 30, 2024**, our Ukrainian subsidiary had **\$0.1 million** **\$0.9 million** of net monetary assets/liabilities denominated in Ukrainian hryvnia ("UAH"). We have attempted to minimize our net monetary asset position in Ukraine through reducing overall asset levels in Ukraine and at times through borrowing in UAH which serves as a natural hedging instrument offsetting our net UAH denominated assets. Many of the currency and payment controls 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 4. CONTROLS AND PROCEDURES

(a) *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 Securities Exchange Act of 1934 (the "Exchange Act") as of the end of the period covered by this Quarterly Report on Form 10-Q, the Company's Chief Executive Officer and Chief 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.

(b) *Changes in internal controls.* 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 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

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PART II. OTHER INFORMATION

ITEM 1. 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. There can be no assurance that our insurance will be adequate to cover all liabilities that may arise out of claims brought against us, or that our insurance will cover all claims. **We are not currently a party to any material litigation.**

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this Quarterly Report, including the important information in "Forward-Looking Statements," you should carefully consider the "Risk Factors" discussed in our Form 10-K for the fiscal year ended **January 31, 2023** **January 31, 2024**, as filed with the Securities and Exchange Commission. Among other things, those factors, if they were to occur, could cause our actual results to differ materially from those expressed in our forward-looking statements in this report, and may materially adversely affect our business, financial condition, or results of operations. In addition to those factors, additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may materially adversely affect our business, financial condition or results of operations.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES, USE OF PROCEEDS AND ISSUER PURCHASES OF EQUITY SECURITIES

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

(a) On December 6, 2023, the Company entered into a letter agreement with CNH Industrial Capital America LLC (the "Letter Agreement") to increase the credit limits under the terms of the Company's Amended and Restated Wholesale Floor Plan Credit Facility and Security Agreement dated November 13, 2007, between CNH Industrial Capital America LLC and the Company, as amended, and the Inventory Finance Agreement dated December 17, 2018, between CNH Industrial Capital Australia PTY Limited and J.J. O'Connor & Sons Pty Ltd. The Letter Agreement increases (i) the Company's total U.S. wholesale floor plan credit limit to USD \$590.0 million; and (ii) the Company's total Australian floor plan credit limit to USD \$140.0 million. The foregoing description of the Letter Agreement is qualified in its entirety by reference to the complete text of the Letter Agreement, a copy of which is filed as Exhibit 10.4 hereto and is incorporated herein by reference

(c) During the fiscal quarter ended **October 31, 2023** **April 30, 2024**, 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 6. EXHIBITS

Exhibits - See "Exhibit Index" on page immediately prior to signatures.

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EXHIBIT INDEX
TITAN MACHINERY INC.
FORM 10-Q

No.	Description
10.1	Amendment dated October 17, 2023, to the Fourth Amended and Restated Employment Credit Agreement, between David Meyer dated as of May 17, 2024, by and among Titan Machinery, Inc., Heartland Agriculture, LLC, Heartland AG 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 Company, 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 Agent (incorporated herein by reference to Exhibit 10.1 of the registrant's Current Report on Form 8-K filed with the Commission on May 23, 2024).
10.2	Executive Employment Form of Titan Machinery Inc. Restricted Stock Agreement dated October 17, 2023, by (for non-employee directors) under the Second Amended and Restated Titan Machinery Inc. 2014 Equity Incentive Plan.
10.3	Inventory Finance Form of Titan Machinery Inc. Restricted Stock Agreement dated December 17, 2018, between CNH Industrial Capital Australia Pty Limited under the Second Amended and Restated Titan Machinery Inc. 2014 Equity Incentive Plan.
10.4	Letter Form of Titan Machinery Inc. Restricted Stock Unit Agreement regarding Wholesale Floor under the Second Amended and Restated Titan Machinery Inc. 2014 Equity Incentive Plan, Credit Facilities, dated December 6, 2023, between CNH Industrial Capital America LLC and the Company, used for purposes of granting awards to International employees.
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	Financial statements from the Quarterly Report on Form 10-Q of the Company for the quarter ended October 31, 2023 April 30, 2024 , formatted in XBRL: (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations, (iii) the Condensed Consolidated Statements of Comprehensive Income, (iv) the Condensed Consolidated Statements of Stockholders' Equity, (v) the Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to the Condensed 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
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned thereunto duly authorized.

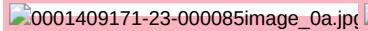
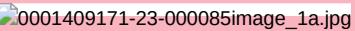
Dated: **December 7, 2023** June 6, 2024

TITAN MACHINERY INC.

By */s/ Robert Larsen*
 Robert Larsen
 Chief Financial Officer
 (Principal Financial Officer)

RESTRICTED STOCK AGREEMENT

EXHIBIT 10.1

October 17, 2023 TITAN MACHINERY INC.

David J. Meyer

c/o THIS AGREEMENT is made effective as of this _____ day of _____, 20____, by and between Titan Machinery Inc.
644 East Beaton Drive
West Fargo, ND 58078-2648

Dear David:

This letter agreement amends, effective February 1, 2024, the letter agreement dated March 6, 2013, as amended to date (the "Employment Letter") between you and Titan Machinery Inc. a Delaware corporation (the "Company"), and _____ ("Participant").

The paragraphs entitled "Title", "Term", "Responsibilities"

WITNESSETH:

WHEREAS, the Participant on the date hereof is a non-employee director of the Company or one of its Affiliates; and "Representations" are amended

WHEREAS, the Company wishes to grant a restricted stock award to Participant for shares of the Company's common stock (the "Common Stock") pursuant to the Company's Second Amended and Restated 2014 Equity Incentive Plan (the "Plan") and its Non-Employee Director Compensation Plan (the "Director Compensation Plan"); and

WHEREAS, the Administrator of the Plan has authorized the grant of a restricted stock award to the Participant.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Grant of Restricted Stock Award.

1. Pursuant to Section 11 of the Plan, and in accordance with the Director Compensation Plan, the Company hereby grants to Participant on the date set forth above (the "Grant Date") a restricted stock award (the "Restricted Stock") for _____ (_____) shares of Common Stock subject to the terms, conditions, and restrictions set forth in this Agreement, the Plan, and the Director Compensation Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. The Company shall cause to be issued uncertificated book-entry shares, registered in the Participant's name, representing the Restricted Stock. These shares shall be held as restricted shares until the vesting date, be subject to an appropriate stop-transfer order and shall bear the following restrictive legend:

"The Common Shares held in book-entry are subject to forfeiture and are subject to the restrictions against transfer as contained in the Titan Machinery Inc. Second Amended and Restated 2014 Equity Incentive Plan, and a Restricted Stock Agreement between Titan Machinery Inc. and the registered owner of such shares. Release from such restrictions, terms and conditions shall be made only in accordance

with the provisions of the Plan and the Agreement, copies of which are on file in the office of Titan Machinery Inc."

2. **Vesting of Restricted Stock**

1. **Vesting Date**. The shares of Restricted Stock will vest on the date of the 20__ Annual Meeting of Shareholders (the "**Vesting Date**").
2. **Forfeiture; Partial Vesting**. Subject to and in accordance with the Director Compensation Plan and Section 2(c) below:
 - (1) If the Participant ceases to be a director of the Company for any reason other than death, permanent disability (as determined by the Administrator) or mandatory retirement pursuant to the Company's Board retirement policy prior to the Vesting Date, the Participant shall immediately forfeit all unvested shares of Restricted Stock.
 - (2) Upon the cessation of the Participant's service as a director of the Company due to death, permanent disability (as determined by the Administrator) or mandatory retirement pursuant to the Company's Board retirement policy prior to the Vesting Date, the Participant shall receive pro-rated vesting of the unvested shares of Restricted Stock as described in further detail in the Director Compensation Plan.
3. The effect of a Change in Control on any shares of Restricted Stock under this Agreement will be determined in accordance with Section 15 of the Plan.
4. **Issuance of Shares**. Upon vesting of the Restricted Stock as provided herein, the Company will cause to be issued to Participant uncertified book-entry shares no longer subject to the restrictions described in Section 1(b) above, but subject to such restrictions as the Company deems advisable to comply with applicable securities laws, the Plan, Section 3.b., and the Company's Insider Trading Policy.

3. **Rights as Shareholder**

1. **Voting; Dividends**. The Participant shall be the record owner of the Restricted Stock during the vesting period and thereafter following vesting until the shares of Common Stock are sold or otherwise disposed of, and shall be entitled to all of the rights of a shareholder of the Company including, without limitation, the right to vote such shares. Notwithstanding the foregoing, any dividends payable with respect to the Restricted Stock shall vest and be payable in accordance with the terms of the Plan.

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2. **Limitations on Sale of Vested Stock**. During the Participant's term of service as a director of the Company, the Participant shall not sell any shares of Common Stock received under this Agreement, except as permitted by the terms of the Director Compensation Plan to cover all or part of the Participant's tax liability arising from the granting, vesting, settlement or other taxable event resulting in an equity award being includable in the Participant's gross income.
3. **No Rights Upon Forfeiture**. If the Participant forfeits any rights he/she has to unvested Restricted Stock under Section 2(b), the Participant shall, on the date of such forfeiture, no longer have any rights as a stockholder with respect to the forfeited Restricted Stock (including unpaid dividends credited to a book-entry account in accordance with the terms of the Plan).

4. **Miscellaneous**

1. **Securities Law Compliance.** Participant shall not transfer, other than by will or the laws of descent and distribution, or otherwise dispose of the shares of Restricted Stock received pursuant to this Agreement until such time as counsel to the Company shall have determined that such transfer or other disposition will not violate any state or federal securities laws or company policy. The Participant may be required by the Company, as a condition of the effectiveness of this restricted stock award, to agree in writing that all Restricted Stock subject to this Agreement shall be held, until such time that such Restricted Stock is registered and freely tradable under applicable state and federal securities laws, for Participant's own account without a view to any further distribution thereof, that the certificates for such shares shall bear an appropriate legend to that effect and that such shares will be not transferred or disposed of except in compliance with applicable state and federal securities laws. A legend may be placed on any certificate(s) or other document(s) delivered to the Participant indicating restrictions on transferability of the shares of Restricted Stock pursuant to this Agreement or any other restrictions that the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any applicable federal or state securities laws or any stock exchange on which the shares of the Company's common stock are then listed or quoted.

2. **Restricted Stock Subject to Plan.** This Agreement is subject to the Plan as approved by the Company's stockholders and the Director Compensation Plan as approved by the Company's board of directors. The terms and provisions of the Plan and the Director Compensation Plan, as each may be amended from time to time, are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan or the Director Compensation Plan, the applicable terms and provisions of the Plan or the Director Compensation Plan will govern and prevail.

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3. **Binding Agreement.** This Agreement shall bind and inure to the benefit of the Company, its Affiliates and its successors and assigns and Participant and any successor or successors of Participant permitted by this Agreement.

4. **Acceptance.** The Participant hereby acknowledges access to the Plan and the Director Compensation Plan. The Participant has read and understands the terms and provisions thereof, and accepts the Restricted Stock subject to all of the terms and conditions of the Plan, the Director Compensation Plan, and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon the granting, holding or vesting of the Restricted Stock or disposition of the related shares and that the Participant has been advised to consult a tax advisor prior to accepting this Agreement. The Participant, as a non-employee of the Company, is responsible for making all tax payments arising from the grant, holding, vesting or other taxable event relating to the Restricted Stock.

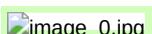
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

TITAN MACHINERY INC.

By: _____

Its: _____

_____, Participant

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RESTRICTED STOCK AGREEMENT
TITAN MACHINERY INC.

THIS AGREEMENT, made effective as of this _____ day of _____, 20____, by and between Titan Machinery Inc., a Delaware corporation (the "Company"), and _____ ("Participant").

WITNESSETH:

WHEREAS, the Participant on the date hereof is an employee of the Company or one of its Affiliates; and

WHEREAS, the Company wishes to grant a restricted stock award to Participant for shares of the Company's common stock (the "Common Stock") pursuant to the Company's Second Amended and Restated 2014 Equity Incentive Plan, as may be amended or restated from time to time (the "Plan"); and

WHEREAS, the Administrator of the Plan has authorized the grant of a restricted stock award to the Participant.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Grant of Restricted Stock Award.

1. Pursuant to Section 11 of the Plan, the Company hereby grants to Participant on the date set forth above (the "Grant Date") a restricted stock award (the "Restricted Stock") for _____ (_____) shares of Common Stock subject to the terms, conditions, and restrictions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. The Company shall cause to be issued uncertificated book-entry shares, registered in the Participant's name, representing the Restricted Stock. These shares shall be held as restricted shares until the vesting dates, be subject to an appropriate stop-transfer order and shall bear the following restrictive legend:

"The Common Shares held in book-entry are subject to forfeiture and are subject to the restrictions against transfer as contained in the Titan Machinery Inc. Second Amended and Restated 2014 Equity Incentive Plan, and a Restricted Stock Agreement between Titan Machinery Inc. and the registered owner of such shares. Release from such restrictions, terms and conditions shall be made only in accordance

with the provisions of the Plan and the Agreement, copies of which are on file in the office of Titan Machinery Inc."

2. Vesting of Restricted Stock.

1. The shares of Restricted Stock will vest in accordance with the following schedule:

Title: Vesting Date

**You will serve as
the Executive**

Term:

April 1, 20

**Chairman of the
Company
("Executive
Chairman"). Shares**

Unless terminated by either party as provided in the Employment Letter, the term of your employment as Executive Chairman shall be for a twelve-month period (the "Term") commencing on February 1, 2024 ("Effective Date") and ending on January 31, 2025.

Responsibilities: **April 1, 20**

During your employment with the Company as Executive Chairman, you will report to the Board of Directors of the Company (the "Board") and will be responsible for such executive duties as reasonably assigned to you by the Board including consultation with and transition assistance to the Company's Chief Executive Officer. You agree to serve the Company faithfully and to the best of your ability, and to devote your attention and efforts to the business of the Company. You further agree to make yourself available as needed, in a timely manner, to address business issues that may arise. You may, to a reasonable extent, participate in charitable activities, personal investment activities and outside businesses that are not competitive with the business of the Company and serve on boards of directors, so long as such activities and directorships do not interfere with the

interfere with the performance of your duties and responsibilities to the Company; provided, that you shall report on all such activities and directorships to the Board at least annually.

Representations: April 1, 20__

By signing below, you represent and confirm that you are under no contractual or legal commitments that would prevent you from fulfilling your duties and responsibilities to the Company as Executive Chairman.

April 1, 20__

The paragraphs entitled "Incentive Bonus", "Long-Term Equity"

Except as set forth in (i) Section 2(c) and "Severance" are hereby deleted. Section 2(d) below or (ii) any written employment agreement between the Participant and the Company or its Affiliates, if the Participant's employment with the Company or its Affiliates terminates for any reason (including on account of an Affiliate employing the Participant ceasing to be affiliated with the Company) or the Participant's employment status changes from full-time to part-time, then Participant shall immediately forfeit all unvested shares of Restricted Stock.

By your acceptance

2. Solely for purposes of this amendment you agree that (1) you Agreement, "full-time" means regularly scheduled to work at least 40 hours per week, and "part-time" means regularly scheduled to work less than 40 hours per week.

3. Notwithstanding Section 2.a. above, all of Participant's unvested Restricted Stock shall continue vest on the date any of the following events occur:

1. Participant's termination of employment with the Company and its Affiliates due to serve Participant's death;
2. Participant's employment with the Company and its Affiliates terminates due to Participant's disability, as determined under the Company's Chief Executive Officer long-term disability plan covering the Participant; or
3. Participant retires from the Company and its Affiliates at age sixty-four (64) or older with at least five (5) years of service since his or her most recent hire date with the Company and its Affiliates (or pursuant to early retirement with the consent of the Compensation Committee). In no event will a Participant be considered to have retired from the Company or its Affiliates in circumstances where

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either (A) the Participant is terminated by the Company or its Affiliate for Cause, or (B) the Participant resigns from the Company or its Affiliate at a time when the Company or its Affiliate is investigating whether the Participant has engaged in conduct that represents Cause and the Company or its Affiliate determines, in its sole discretion, the Participant engaged in conduct that represents Cause. For this purpose, if "Cause" under the terms of the Employment Letter Plan and this Agreement has the meaning set forth in an employment agreement with the Participant that defines "Cause" to include the

Participant's death or disability, then Cause under this Agreement will not include the Participant's death or disability, but will otherwise have the meaning set forth in the employment agreement.

Your vesting in the Restricted Stock under this Section 2.c will be on a "net settlement" basis, meaning that the gross number of shares to be retained by you in connection with the vesting event will be reduced by that number of shares equal in value to your tax withholding obligations for this compensation, which then results in your retaining a number of shares in a "net" amount.

4. The effect of a Change in Control on any shares of Restricted Stock under this Agreement will be determined in accordance with Section 15 of the Plan.

5. Upon vesting of any portion of the Restricted Stock, the Company will cause to be issued to Participant uncertificated book-entry shares no longer subject to the restrictions described in Section 1(b) above, but bearing such legend as the Company deems advisable pursuant to the exercise of its discretion under Section 4(b) below.

3. Rights as Shareholder; Dividends.

1. The Participant shall be the record owner of the Restricted Stock during the vesting period and thereafter following vesting until February 1, 2024, (2) your employment as Chief Executive Officer the shares of Common Stock are sold or otherwise disposed of, and shall be entitled to all of the rights of a shareholder of the Company will cease including, without limitation, the right to vote such shares. Notwithstanding the foregoing, any dividends payable with respect to the Restricted Stock shall vest and be payable in accordance with the terms of the Plan.

2. If the Participant forfeits any shares of Restricted Stock under this Agreement in accordance with Section 2, the Participant shall, on the Effective Date, date of such forfeiture, no longer have any rights as a stockholder with respect to the unvested Restricted Stock and (3) shall no longer be entitled to vote or receive dividends (including unpaid dividends credited to a book-entry account in accordance with the Company's appointment terms of a new Chief Executive Officer (and the Plan) on such shares.

4. Miscellaneous.

1. **Employment Status.** This Agreement shall not confer on Participant any actions right with respect to continuance of employment by the Company or any of its Affiliates, nor will it interfere in any way with the right of the Company taken or its Affiliates to terminate such employment. Except to the extent otherwise set forth in furtherance any written employment agreement, Participant's employment relationship with the Company and its Affiliates shall be employment-at-will, and nothing in this Agreement shall be construed as creating an employment contract for any specified term between Participant and the Company or any Affiliate.

2. **Transfers; Securities Law Compliance.** Prior to vesting, Participant shall not transfer, other than by will or the laws of descent and distribution, or otherwise dispose of the shares of Restricted Stock received pursuant to this Agreement. The Participant may be required by the Company, as a condition of the effectiveness of this restricted stock award, to agree in writing that appointment all Restricted Stock subject to this Agreement shall be held, until such time that such Restricted Stock is registered and freely tradable under applicable state and federal securities laws, for Participant's own account without a view to any further distribution thereof, that the certificates for such shares shall bear an appropriate legend to that effect and that such shares will be not transferred or disposed of except in compliance with applicable state and federal securities laws. A legend may be placed on any certificate(s) or other document(s) delivered to the Participant indicating restrictions on transferability of the shares of Restricted Stock pursuant to this Agreement or any other restrictions that the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any applicable federal or state securities laws or any stock exchange on which the shares of the Company's common stock are then listed or quoted.

3. **Tax Liability and Withholding.** The Participant shall be required to pay to the Company, and the Company and its Affiliates shall have the right to deduct from any compensation paid to the Participant pursuant to the Plan or otherwise, the amount of any required withholding taxes in respect of the granting, vesting or other taxable event in relation to the Restricted Stock and after February 1, 2024 to take

all such other action as the Administrator deems necessary to satisfy all obligations for the payment of such withholding taxes. Except for the situations described in Section 2(c) above requiring a net settlement, the Administrator will permit the Participant to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

- (1) tendering a cash payment; or
- (2) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock that would otherwise be retained by the Participant in connection with the vesting of those shares of Restricted Stock; provided, however, that no shares of Common

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Stock shall be withheld with a value exceeding the maximum amount of tax permitted to be withheld by law.

Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other taxes ("Tax-Related Items"), the assignment ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of duties to you that are inconsistent any Tax-Related Items in connection with the status grant or vesting of Chief Executive Officer, will the Restricted Stock or the subsequent sale of any shares; and (b) does not constitute "Good Reason" commit to structure the Restricted Stock to reduce or give rise eliminate the Participant's liability for Tax-Related Items.

4. **Restricted Stock Subject to other rights in your favor under Plan.** This Agreement is subject to the Employment Letter or otherwise.

All other Plan as approved by the Company's stockholders. The terms and provisions of the Employment Letter not specifically modified or altered or not specifically deleted in this amendment Plan as it may be amended from time to time are hereby ratified incorporated herein by reference. In the event of a conflict between any term or provision contained herein and confirmed a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

5. **Binding Agreement.** This Agreement shall remain in full force bind and effect. inure to the benefit of the Company, its Affiliates and its successors and assigns and Participant and any successor or successors of Participant permitted by this Agreement.

Sincerely,

6. **Acceptance.** The Participant hereby acknowledges access to the Plan and receipt of this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Restricted Stock subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon the granting, holding or vesting of the Restricted Stock or disposition of the related shares and that the Participant has been advised to consult a tax advisor prior to accepting this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

TITAN MACHINERY INC.

By: _____

Its: _____

_____, Participant

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RESTRICTED STOCK UNIT AGREEMENT
TITAN MACHINERY INC.

By: /s/ Jody Horner
Jody Horner, Chair of the Compensation Committee

THIS AGREEMENT, made effective as of this _____ day of _____, 20____, by and between Titan Machinery Inc., a Delaware corporation (the "Company"), and _____ ("Participant").

W I T N E S S E T H:

WHEREAS, the Participant on the date hereof is an employee of the Company or one of its Affiliates; and

WHEREAS, the Company wishes to grant a restricted stock unit award to Participant for settlement in shares of the Company's common stock (the "Common Stock") pursuant to the Company's Second Amended & Restated 2014 Equity Incentive Plan, as may be amended or restated from time to time (the "Plan"); and

WHEREAS, the Administrator of the Plan has authorized the grant of a restricted stock unit award to the Participant.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Grant of Restricted Stock Unit Award.** Pursuant to Section 11 of the Plan, the Company hereby grants to Participant on the date set forth above (the "Grant Date") a restricted stock unit award of _____ (_____) units (the "Restricted Stock Units") enabling the Participant to receive up to _____ (_____) shares of the Common Stock subject to the terms, conditions, and restrictions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. **Vesting of Restricted Stock Units.**

1. The Restricted Stock Units will vest in accordance with the following schedule:

Vesting DateUnits

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I accept and agree to the amendment to the Employment Letter Except as set forth above.

in (i) Section 2(c) and Section 2(d) below or (ii) any written employment agreement between the Participant and the Company or its Affiliates, if the Participant's employment with the Company or its Affiliates terminates for any reason (including on account of an Affiliate employing the Participant ceasing to be affiliated with the Company) or the Participant's employment status changes from full-time to part-time, then Participant shall immediately forfeit all unvested Restricted Stock Units.

/s/ David J. Meyer

David J. Meyer

October 17, 2023

Date

2. Solely for purposes of this Agreement, "full-time" means regularly scheduled to work at least 40 hours per week, and "part-time" means regularly scheduled to work less than 40 hours per week.

3. Notwithstanding Section 2.a. above, all of Participant's unvested Restricted Stock Units shall vest on the date any of the following events occur:

1. Participant's termination of employment with the Company and its Affiliates due to Participant's death;
2. Participant's employment with the Company and its Affiliates terminates due to Participant's disability. "Disability" is defined as the employee's ability to perform his or her duties under the employment agreement being limited, whether physically, mentally or any other way, to the extent that he or she is unable to continue his or her services and thus forced to retire, leave the Company or its Affiliate, or move to another position.
3. Participant retires from the Company or its Affiliate at an age and conditions according to applicable legislation with at least five (5) years of service with the Company (or pursuant to early retirement with the consent of the Company or its Affiliate). In no event will a Participant be considered to have retired from the Company or its Affiliates in circumstances where either (A) the Participant is terminated by the Company or its Affiliate for Cause, or (B) the Participant resigns from the Company or its Affiliate at a time when the Company or its Affiliate is investigating whether the Participant has engaged in conduct that represents Cause and the Company or its Affiliate determines, in its sole discretion, the Participant engaged in conduct that represents Cause. For this purpose, if "Cause" under the terms of the Plan and this Agreement has the meaning set forth in an employment agreement with the Participant that defines "Cause" to include the Participant's death or disability, then Cause under this Agreement will not include the Participant's death or disability, but will otherwise have the meaning set forth in the employment agreement.

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At the election of the Company or its Affiliate, your vesting in the Restricted Stock Units under this Section 2.c will be on a "net settlement" basis, meaning that the gross number of shares to be issued to you in connection with the vesting event will be reduced by that number of shares equal in value to your tax withholding obligations for this compensation, which then results in your receiving a number of shares in a "net" amount.

EXHIBIT 10.24. The effect of a Change in Control on any Restricted Stock Units under this Agreement will be determined in accordance with Section 15 of the Plan.

5. Subject to Sections 15(c)(ii) and 21(h) of the Plan, within thirty (30) days following the vesting of any portion of the Restricted Stock Units, the Company will cause to be issued to Participant one share for each vested unit in the form of uncertified book-entry shares bearing such legend as the Company deems advisable pursuant to the exercise of its discretion under Section 4(b) below.

EXECUTIVE EMPLOYMENT AGREEMENT3. **Rights as Shareholder; Dividends.** Until the Restricted Stock Units vest and shares of Common Stock are issued to Participant, the Participant shall not be entitled to any of the rights of a shareholder of the Company including, without limitation, the right to vote or the right to receive dividends or other distributions paid to common stockholders.

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "4. **Agreement Miscellaneous**") is made this 17th day of October, 2023, by and between TITAN MACHINERY INC., a Delaware corporation (the "Company") and Bryan J. Knutson ("you").

WHEREAS, the Company desires 1. **Employment Status**. This Agreement shall not confer on Participant any right with respect to employ you as its President and Chief Executive Officer ("CEO") on the terms and conditions set forth herein; and

WHEREAS, you desire to be employed continuance of employment by the Company as or any of its CEO on such terms and conditions.

NOW, THEREFORE, Affiliates, nor will it interfere in any way with the parties agree as follows:

1. **Employment**. The Company agrees to employ you, and you agree to be employed, as CEO right of the Company consistent with or its Affiliates to terminate such employment. Except to the terms and conditions extent otherwise set forth in this Agreement, such any written employment as CEO to commence on the Effective Date (as defined below). Until the Effective Date, you will continue your agreement, Participant's employment as the Company's President and Chief Operating Officer under the terms and conditions set forth in your employment agreement relationship with the Company dated September 5, 2018, and its Affiliates shall be employment-at-will, and nothing in this Agreement shall be construed as amended (the "COO Agreement"), creating an employment contract for any specified term between Participant and the Company or any Affiliate.

2. **Term Transfers; Securities Law Compliance**. Unless terminated earlier as provided in this Agreement, Prior to vesting, Participant shall not transfer, other than by will or the term laws of your employment as CEO shall be for a period (the "Term") as follows: the initial term shall commence on February 1, 2024 (the "Effective Date") descent and shall continue until the third anniversary thereof; provided that, on such third anniversary distribution, or otherwise dispose of the Effective Date and each annual anniversary thereafter (such date and each annual anniversary thereof, Restricted Stock Units received pursuant to this Agreement. The Participant may be required by the Company, as a "Renewal Date"), condition of the effectiveness of this restricted stock unit award, to agree in writing that all shares to be issued upon vesting of the Restricted Stock Units subject to this Agreement shall be deemed held, until such time that such shares are registered and freely tradable under applicable state and federal securities laws, for Participant's own account without a view to any further distribution thereof, that the certificates for such shares shall bear an appropriate legend to that effect, and that such shares will be automatically extended, upon not transferred or disposed of except in compliance with applicable state and federal securities laws. A legend may be placed on any certificate(s) or other document(s) delivered to the same terms Participant indicating restrictions on transferability of the

shares pursuant to this Agreement or any other restrictions that the Company may deem advisable under the rules, regulations and conditions, for successive periods of one year, unless either party provides written notice of its intention not to extend the term other requirements of the Agreement at least ninety (90) days prior to Securities and Exchange Commission, any applicable federal or state securities laws or any stock exchange on which the applicable Renewal Date shares of the Company's common stock are then listed or quoted.

3. **Responsibilities Tax Liability and Withholding Taxes**. During your employment with the Company as CEO, you will report in order to the Company's Board of Directors (the "Board of Directors") and will be responsible for the overall operations and direction of the Company. You agree to serve the Company faithfully and to the best of your ability, and to devote your full working time, attention and efforts to the business of the Company. You further agree to make yourself available as needed, in a timely manner, to address business issues that may arise. You may, to a reasonable extent, participate in charitable activities, personal investment activities and outside businesses that are not competitive with the business of the Company and serve on boards its Affiliates to comply with all applicable income, payroll or other tax laws or regulations, the Company may take such action as it deems appropriate to ensure that, if necessary, all applicable payroll, income or other taxes are withheld from any amounts payable by the Company to the Participant. If the Company is unable to withhold such taxes, for whatever reason, the Participant hereby agrees to promptly pay to the Company at the time any withholding taxes are due and owing an amount equal to the amount the Company would otherwise be required to withhold under applicable law. Notwithstanding any action the Company or its Affiliates take with respect to any or all income, payroll or other taxes, the ultimate responsibility for any taxes imposed upon the Participant due to the granting, holding, vesting, settlement or other taxable event relating to the Restricted Stock Units or the disposition of directors, so long as such activities any underlying shares is and directorships do not interfere remains the Participant's sole responsibility. The Company (a) makes no representation or undertakings regarding the tax treatment associated with the performance granting, holding, vesting

or settlement of your duties and responsibilities the Restricted Stock Units or the subsequent sale of any shares issued to the Company; provided, however, that you shall report on all such activities and directorships to the Company's Board of Directors at least annually. Executive agrees, if requested, to serve as a member Participant in settlement of the Board of Directors Restricted Stock Units; and (b) does not commit to structure the Restricted Stock Units to reduce or as a director or officer of eliminate the Participant's liability for any affiliate of the Company for no additional compensation. applicable taxes.

4. **Base Salary Restricted Stock Units Subject to Plan.** As This Agreement is subject to the Plan as approved by the Company's stockholders. The terms and provisions of the Effective Date, your base salary will be \$575,000. Your base salary will be reviewed annually (with the first such review to occur on or about June 1, 2025), and Plan as it may be adjusted upward amended from time to time as approved are hereby incorporated herein by the Compensation Committee of the Company's Board of Directors (the "Committee"), but will not be reduced during the Term without your consent.

5. **Incentive Bonus.** For each full fiscal year of the Company that you are employed during the Term, you will be eligible for an incentive award opportunity in an amount equal to 0% to 200% of your base salary pursuant to terms and conditions approved by the Committee, based

upon a target equal to 100% of your base salary. Objectives will be established by the Committee for each fiscal year. Any annual incentive bonus earned for a fiscal year will be paid to you within two and one-half (2½) months after the end of such fiscal year.

6. **Long-Term Equity Incentive.** On or about June 1 of each year during the Term, or such other date as determined by the Committee, you may be entitled to receive an award of restricted stock and/or restricted stock units. The number of shares and/or units under each award shall be determined by dividing your base salary in effect on the date of grant by the closing sale price of the Company's stock on the date of grant. Each award shall be granted in accordance with the terms of the Company's Equity Grant Policy, and will be subject to such terms (including, without limitation, vesting, risk of forfeiture, or similar terms) as shall be approved by the Committee.

7. **Benefits.** During your employment with the Company, you will be eligible to participate in the employee benefit plans and programs generally available to other executive officers of the Company, and in such other employee benefit plans and programs to the extent that you meet the eligibility requirements for each individual plan or program and subject to the provisions, rules and regulations applicable to each such plan or program as in effect from time to time. The plans and programs of the Company may be modified or terminated by the Company in its discretion.

8. **Paid Time Off.** During your employment with the Company, you will receive paid time off ("PTO") in accordance with the policies and practices of the Company. PTO shall be taken at such times so as not to unduly disrupt the operations of the Company. While away from the office, you agree that business issues may arise that require your attention, whether remotely or in person.

9. **Office Location.** Your employment will be based at the Company's headquarters in West Fargo, North Dakota. Regular travel will be required in the course of performing your duties and responsibilities as CEO.

10. **Termination.** You may terminate the employment relationship during the Term with at least 60 days' prior written notice. The Company may terminate the employment relationship during the Term for Cause at any time with prior written notice, subject to compliance with the procedures herein, or without Cause with at least 60 days' prior written notice. Upon termination of your employment for any reason, you will promptly resign any and all positions you then hold, including as an officer or director, with the Company and any of its affiliates.

11. **Severance.**

(a) **Qualifying Termination.** In case of termination of your employment by the Company without Cause or in the case of voluntary resignation of your employment for Good Reason (each a "Qualifying Termination"), the Company will pay you as severance pay an amount equal to the sum of (i) your annual base salary at the rate in effect on your last day of employment plus (ii) the average annual incentive bonus paid to you under this Agreement in the three (3) years preceding the Qualifying Termination (or such fewer number of years during which you have been employed hereunder); provided that, in the event such Qualifying Termination occurs prior to any annual incentive bonus having been paid to you under this Agreement, the amount used for purposes of this clause (ii) shall be the amount of your target annual incentive bonus for the year in which such Qualifying Termination occurs. Subject to Section 19 of this Agreement, the Company will pay the severance amount in twelve (12) equal monthly installments beginning on the first day of the month coinciding with or immediately following the expiration of the rescission period under the Release as set forth in Section 11(c) of this Agreement. In addition, upon a Qualifying Termination, the Company will, for a period of twelve (12) months following the effective date of termination of your employment (or, if shorter, the period during which you remain eligible for COBRA continuation coverage), allow you to continue to participate in the Company's group medical and dental plans on the same

basis, and the Company will contribute toward the monthly premium at the same rate, as of your last day of employment, if you timely elect COBRA continuation coverage. Benefits provided by the Company may be reduced if you become eligible for comparable benefits from another employer or third party.

(b) Change in Control Termination. Notwithstanding any other provision contained herein, if your employment is terminated within twelve (12) months following a Change in Control by you for Good Reason or by the Company without Cause ("Change in Control Termination"), the Company will pay you as severance an amount equal to two times the sum of (i) your annual base salary at the rate in effect on your last day of employment plus (ii) the average annual incentive bonus paid to you in the three (3) years preceding the Change in Control Termination (or such fewer number of years during which you have been employed hereunder); provided that, in the event such Change in Control Termination occurs prior to any annual incentive bonus having been paid to you under this Agreement, the amount used for purposes of this clause (ii) shall be the amount of your target annual incentive bonus for the year in which such Change in Control Termination occurs. Subject to Section 19 of this Agreement, the Company will pay the severance amount in twenty-four (24) equal monthly installments beginning on the first day of the month coinciding with or immediately following the expiration of the rescission period under the Release as set forth in Section 11(c) of this Agreement. In addition, upon a Change in Control Termination the Company will, for a period of twenty-four (24) months following the effective date of termination of your employment (or, if shorter, the period during which you remain eligible for COBRA continuation coverage), allow you to continue to participate in the Company's group medical and dental plans on the same basis, and the Company will contribute toward the monthly premium at the same rate, as of your last day of employment, if you timely elect COBRA continuation coverage. Benefits provided by the Company may be reduced if you become eligible for comparable benefits from another employer or third party.

(c) Conditions. Payment by the Company of any severance pay or premium reimbursements under this Section 11 will be conditioned upon you (1) signing and not revoking a full release of all claims against the Company, its affiliates, officers, directors, employees, agents and assigns, substantially in the form attached to this Agreement as Exhibit A (the "Release"), within thirty (30) days of the Qualifying Termination or Change in Control Termination; (2) complying with your obligations under the Release and this Agreement, including the noncompetition and nonsolicitation covenants herein, and under any other agreement between you and the Company then in effect; (3) cooperating with the Company in the transition of your duties; and (4) not disparaging or defaming the Company, its affiliates, officers, directors, employees, agents, assigns, products or services.

(d) Terminations other than Qualifying Terminations and Change in Control Terminations. In the event of termination of your employment by the Company for Cause, or resignation by you other than for Good Reason, the Company's only obligation hereunder shall be to pay such compensation and provide such benefits as are earned by you through the date of termination of employment.

(e) Definitions of Cause, Good Reason and Change in Control. For purposes of this Agreement, "Cause," "Good Reason," and "Change in Control" have the following definitions:

"Cause" shall mean the occurrence of any of the following:

- i. Material breach of this Agreement;
- ii. Willful refusal to perform your duties without justification, or willful misconduct or gross negligence in the performance of your duties under this Agreement;
- iii. A material breach by you of the Company's material policies or codes of conduct or of your material obligations under any other agreement between you and the Company;

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- iv. The willful engagement in dishonesty, fraud, illegal conduct, with respect to or in the course of the business or affairs of the Company, which materially and adversely harms the Company;
- v. Conviction of, or a plea of nolo contendere to, a felony or other crime involving moral turpitude; or
- vi. Death or permanent disability.

Notwithstanding the foregoing, you shall not be deemed to have been terminated for Cause under any of (i) – (iv) unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire

membership of the Company's Board of Directors at a meeting of the Board called and held for this purpose (after reasonable notice to you and an opportunity for you, together with your counsel, to be heard before the Board), finding that you have engaged in conduct described in any of (i) – (iv) above specifying the particulars thereof in detail. Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, you will have ten (10) business days from the delivery of written notice by the Company within which to cure any acts constituting Cause. Permanent disability shall be determined consistent with the standards of the Company's long-term disability plan or, if the Company does not have a plan, with the standards established by the Social Security Administration.

"Good Reason" means any one or more of the following occurring without your consent:

- i. The assignment to you of material duties inconsistent with your status or position as CEO, or other action that results in a material change in your status, responsibilities, duties, authority, base salary, compensation, position, or change in reporting relationship;
- ii. The relocation of your principal office for Company business to a location more than forty (40) miles from the Company's current headquarters;
- iii. Material breach by the Company of any terms or conditions of this Agreement; or
- iv. The failure of the Company to require a successor to assume the terms of this Agreement.

A condition will not be considered "Good Reason" unless you give the Company written notice of the condition within 30 days after the condition first comes into existence, the Company fails to substantially remedy the condition within 30 days after receiving your written notice, and you resign within 30 days after the expiration of the period in which the Company may remedy the condition without the condition having been substantially remedied.

"Change in Control" shall mean the occurrence of any of the following:

- i. One person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than 50% of the total voting power of the stock of the Company;
- ii. A majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or
- iii. The sale of all or substantially all of the Company's assets.

12. Vesting of Outstanding Stock Options, Restricted Stock, and Performance Based Awards.

(a) **Qualifying Termination**. In the event of a Qualifying Termination, conflict between any term or provision contained herein and subject to your compliance with the conditions stated below, the Company agrees that (i) your non-vested equity-based awards that remain subject to vesting based solely on your continued employment with the Company ("Non-Performance Equity Awards") will become immediately vested and exercisable as a term or provision of the first day following Plan, the Release having become effective; applicable terms and (ii) your non-vested equity-based compensation awards that remain subject to vesting based all or in part on the satisfaction of one or more performance goals ("Performance Equity Awards") shall remain outstanding and shall vest or be forfeited in accordance with the terms provisions of the applicable award agreements, except that any requirement under the applicable award agreement to remain employed through one or more dates following the date of your Qualifying Termination Plan will be deemed satisfied.

(b) **Change in Control Termination**. In the event of a Change in Control Termination, govern and subject to your compliance with the conditions stated below, the Company agrees that: (i) your Non-Performance Based Equity Awards shall become fully vested and exercisable as of the first day following the Release having become effective; and (ii) your Performance Based Equity Awards shall vest and be earned in accordance with the terms of the applicable award agreement, except that any requirement under the applicable award agreement to remain employed through one or more dates following the date of your Change in Control Termination will be deemed satisfied.

(c) **Conditions**. Your rights to receive the benefits of the vesting of the equity awards described above in subparagraphs (a) and (b) are conditioned upon you:

- i. signing and not revoking the Release within thirty (30) days of the date of termination of employment;

- ii. complying with your obligations under the Release and this Agreement, including the noncompetition and nonsolicitation covenants herein, and under any other agreement between you and the Company;
- iii. cooperating with the Company in the transition of your duties; and prevail.

iv. 5. **Binding Agreement** not disparaging or defaming. This Agreement shall bind and inure to the benefit of the Company, its affiliates, officers, directors, employees, agents, Affiliates and its successors and assigns products and Participant and any successor or services successors of Participant permitted by this Agreement.

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6. **Acceptance.** The Participant hereby acknowledges access to the event Plan and receipt of any non-compliance with this Agreement. The Participant has read and understands the obligations set forth above, terms and provisions thereof, and accepts the Restricted Stock Units subject to all of your then non-vested equity awards will immediately the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be forfeited. The parties acknowledge adverse tax consequences upon the granting, holding, vesting or settlement of the Restricted Stock Units or disposition of the underlying shares and agree that the effective compliance period applicable Participant has been advised to the conditions stated above, based on the vesting schedule of the applicable awards, may be longer than the periods set forth elsewhere for similar covenants in consult a tax advisor prior to accepting this Agreement and the Release.

(d) **Terminations other than Qualifying Terminations and Change in Control Terminations.** In the event of termination of your employment by the Company for Cause, or resignation by you other than for Good Reason, your outstanding equity awards shall be forfeited or vested in accordance with the terms of applicable equity award agreements.

13. **Noncompetition.** In consideration of you and the Company entering into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to protect the reasonable business interests of the Company, you agree that while you are an employee of the Company, and for a period of twenty-four (24) months after termination of your employment for any reason, you will not directly or indirectly, whether on your own behalf or that of a third party (other than the Company), engage in the business Agreement.

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(whether as an owner of, or as employee, director or officer of or consultant to any business, other than the Company, that is engaged in the business), of owning or operating agricultural or construction equipment stores in any U.S. state or foreign country in which the Company or its subsidiaries owns or operates any agricultural or construction equipment stores during the term of your employment. You agree that the Company will be entitled to equitable relief without the requirement of posting a bond to enforce the terms of such noncompetition restriction, in addition to any other rights or remedies that the Company may have. In the event that any provision of this noncompetition clause (or any other provision contained in this Agreement) shall be determined by any court of competent jurisdiction to be unenforceable, such provision shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action so as to be enforceable to the extent consistent with then applicable law. This noncompetition clause shall survive the termination of your employment, and shall apply whether the termination of your employment is voluntary or involuntary and regardless of the reason for such termination.

14. **Non-Solicitation of Employees.** You agree that for a period of twenty-four (24) months following termination of your employment with the Company, you will, not directly or indirectly, either for yourself or any other person or entity solicit, induce, or attempt to induce any employee of the Company to leave the employ of the Company.

15. **Confidential Information.** You have had and will continue to have access to and familiarity with the confidential and proprietary information of the Company. You agree that all Confidential Information, whether or not in writing, concerning the Company is and shall be the exclusive property of the Company. For purposes of this paragraph, the term "Confidential Information" means information that is not generally known to the public and that is proprietary to the Company or that has been made available to the Company in a manner reasonably understood to require confidential treatment, including, without limitation, trade secret information about the Company and its products; information relating to the business of the Company or anticipated to be conducted by the Company; any of the Company's past, current or anticipated products; information about the Company's research, development, manufacturing, purchasing, accounting, engineering, marketing, selling, leasing, servicing, discoveries, improvements, inventions,

designs, graphs, drawings, methods, techniques, plans, strategies, customer lists, licensee lists, marketing plans, pricing and other policies, forecasts, budgets, customer information, financial data, personnel data; and any other material relating to Confidential Information, however documented. All information that you have a reasonable basis to consider Confidential Information or that is treated by the Company as being Confidential Information shall be presumed to be Confidential Information, without regard to the manner in which you obtain access to such information.

During the time you are employed with the Company and for a period of ten (10) years following the date your employment with the Company ends for any reason (except with respect to trade secrets, which you agree to keep confidential for so long as such information remains a trade secret), and except (i) in the ordinary course of performing your employment duties for the Company, (ii) as expressly authorized in writing by the Board of Directors of the Company, or (iii) as compelled to disclose Confidential Information by judicial or governmental authority, you agree not to disclose any Confidential Information to persons or entities outside the Company, or to use any Confidential Information for any other purpose, either during or after your employment, unless and until such Confidential Information has become public knowledge without fault by you. You also agree to deliver all written, electronic, magnetic, computer or other recorded or tangible material and copies thereof containing Confidential Information to the Company upon the earlier of a request by the Company or the date your employment with the Company ends. You further agree to treat all confidential information and know-how of any affiliate, employee, customer, contractor, vendor, or supplier of the Company, as applicable, in the same manner as the Confidential Information.

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Notwithstanding the foregoing, nothing contained in this Agreement limits your ability to (i) file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"), or (ii) communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Further, nothing in this Agreement limits your right to receive an award for information provided to any Government Agencies.

Notwithstanding anything to the contrary in this Agreement, under the federal Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made to your attorney in relation to a lawsuit against the Company for retaliation against you for reporting a suspected violation of law; or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

16. Indemnification. The Company will indemnify you in connection with your duties and responsibilities for the Company in accordance with applicable statutory and common law, the Company's bylaws and as set forth in any indemnification agreement between you and the Company from time to time.

17. Taxes. The Company may withhold from any compensation and severance benefits payable to you hereunder such federal, state and local income and employment taxes as the Company shall determine are required to be withheld pursuant to any applicable law or regulation.

18. Remedies. You acknowledge that your covenants and obligations hereunder are of special, unique, and intellectual character, which gives them a peculiar value, the actual or threatened breach of which may result in substantial injuries and damages, for which monetary relief may fail to provide an adequate remedy at law. Accordingly, if the Company institutes any action or proceeding to enforce the provisions hereof, seeking injunctive relief or specific performance, you hereby waive the claim or defense that the Company has an adequate remedy at law, and you will not urge in any such action or proceeding the claim or defense that the Company has an adequate remedy at law. Nothing in this provision limits the parties' rights to seek any and all remedies available under applicable law, including equitable and legal relief, either separately or cumulatively, for breach or threatened breach of contract.

19. Section 409A and Restrictions. Notwithstanding anything to the contrary in this Agreement, and to the maximum extent permitted by law, this Agreement shall be interpreted in such a manner that all payments to you are either exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations and other interpretive guidance issued thereunder (collectively, "Section 409A").

including without limitation any such regulations or other guidance that may be issued in the future. To the maximum extent permissible under Section 409A, it is intended that payments under this Agreement will be exempt from Section 409A, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions, so as not to subject you to payment of interest or any additional tax under Section 409A. To the extent any reimbursements or in-kind benefit payments under this Agreement are subject to Section 409A, such reimbursements and in-kind benefit payments shall be made in accordance with Treasury Regulation §1.409A-3(i)(1)(iv) (or any similar or successor provisions). In furtherance thereof, if the provision of any reimbursement or in-kind benefit payment hereunder that is subject to Section 409A at the time specified herein would subject such amount to any additional tax under

Section 409A, the provision of such reimbursement or in-kind benefit payment shall be postponed to the earliest commencement date on which the provision of such amount could be made without incurring such additional tax. Where a payment date for nonqualified deferred compensation subject to Section 409A could occur in more than one calendar year under this Agreement, in no event will you be permitted to directly or indirectly designate the calendar year of the payment date for such nonqualified deferred compensation. Accordingly, if any amounts or benefits that are conditioned on your signing and not revoking the Release represent nonqualified deferred compensation subject to Section 409A, and the period in which you may review and revoke the release of claims begins in one calendar year and ends in a second calendar year, then payment of such amounts or provision of such benefits will commence no earlier than the first regularly scheduled payroll date in the second calendar year. Notwithstanding anything in this Agreement to the contrary, if any of the severance payments described in Agreement are subject to the requirements of Section 409A and the Company determines that you are a "specified employee" as defined in Section 409A as of the date of your Qualifying Termination or Change of Control Termination, such payments shall not be paid or commence earlier than the first day of the seventh month following the date of your Qualifying Termination or Change of Control Termination. In addition, to the extent that any regulations or other guidance issued under Section 409A (after application of the previous provisions of this paragraph) would result in you being subject to the payment of interest or any additional tax under Section 409A, the parties agree, to the extent reasonably possible, to amend this Agreement to the extent necessary (including retroactively) in order to avoid the imposition of any such interest or additional tax under Section 409A, which amendment shall have the minimum economic effect necessary and be reasonably determined in good faith by the Company and you. You acknowledge and agree that the Company has made no representation to you as to the tax treatment of the compensation and benefits provided pursuant to this Agreement and that you are solely responsible for all taxes due with respect to such compensation and benefits.

Notwithstanding anything in this Agreement to the contrary, if the Company determines, in its sole discretion, that the payment of the group medical and dental premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then, in lieu of providing such premiums, the Company may, in its sole discretion, elect to instead pay you, on the first day of each month, a fully taxable cash payment equal to such premiums for that month, subject to applicable tax withholdings (such amount, the "Special Severance Payment"), for the applicable severance period. You may, but are not obligated to, use such Special Severance Payment toward the cost of COBRA premiums. If you participate in another group health or dental plan or otherwise ceases to be eligible for COBRA during the period provided in this clause, you must immediately notify the Company of such event, and all payments and obligations under this clause shall cease.

20. **Clawback.** The incentive based compensation paid to you under this Agreement is subject to recovery or clawback under applicable laws or regulations and any clawback or recoupment policy adopted by the Company's Board of Directors to comply with applicable legal or stock exchange listing requirements, which such recovery or clawback you agree to pay promptly upon demand.

21. **Applicable Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware.

22. **Construction.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

23. **Entire Agreement.** This Agreement and the documents referenced herein constitute the entire agreement between the parties, and supersedes all prior discussions, agreements, and negotiations between us, including, effective as of the Effective Date, the COO Agreement. No amendment or modification of this Agreement will be effective unless made in writing and signed by you and an authorized officer or director of the Company.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties **hereto** have **executed** **caused** this Agreement as of **to be executed on** the day and year **set forth above**.

COMPANY: first above written.

TITAN MACHINERY INC.

By: _____
Its: _____

PARTICIPANT

By:
/s/ Jody Horner
Jody Horner
Chair of the Compensation Committee

EXECUTIVE:
/s/ Bryan J. Knutson
Bryan J. Knutson

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Exhibit A
FORM OF RELEASE BY BRYAN J. KNUTSON

1. **Definitions.** I intend all words used in this Release to have their plain meanings in ordinary English. Specific terms that I use in this Release have the following meanings:

A. **I, me, and my** include both me (Bryan J. Knutson) and anyone who has or obtains any legal rights or claims through me.

B. Titan means Titan Machinery Inc., any company related to Titan Machinery Inc. in the present or past (including without limitation, its predecessors, parents, subsidiaries, affiliates, joint venture partners, and divisions), and any successors of Titan Machinery Inc.

C. Company means Titan; the present and past officers, directors, committees, shareholders, and employees of Titan; any company providing insurance to Titan in the present or past; the present and past fiduciaries of any employee benefit plan sponsored or maintained by Titan (other than multiemployer plans); the attorneys for Titan; and anyone who acted on behalf of Titan or on instructions from Titan.

D. Agreement means the Executive Employment Agreement between Titan and me dated October __, 2023 with an effective date of February 1, 2024, including all of the documents attached to such agreements.

E. My Claims mean all of my rights that I now have to any relief of any kind from the Company, whether I now know about such rights or not, including without limitation:

- i. all claims arising out of or relating to my employment with Titan or the termination of that employment;
- ii. all claims arising out of or relating to the statements, actions, or omissions of the Company;
- iii. all claims for any alleged unlawful discrimination, harassment, retaliation or reprisal, or other alleged unlawful practices arising under any federal, state, or local statute, ordinance, or regulation, including without limitation, claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, 42 U.S.C. § 1981, the Employee Retirement Income Security Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act, the Family and Medical Leave Act, the Fair Credit Reporting Act, the North Dakota Human Rights Act, N.D. Stat. § 14.02-4-01 et seq., the North Dakota Equal Pay Act, N.D. Stat. § 34-06.1-01 et seq., the North Dakota Age Discrimination Act, N.D. Stat. § 34-01-17, and workers' compensation non-interference or non-retaliation statutes;
- iv. all claims for alleged wrongful discharge; breach of contract; breach of implied contract; failure to keep any promise; breach of a covenant of good faith and fair dealing; breach of fiduciary duty; estoppel; my activities, if any, as a "whistleblower"; defamation; infliction of emotional distress; fraud; misrepresentation; negligence; harassment; retaliation or reprisal; constructive discharge; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; any other wrongful employment practices; and violation of any other principle of common law;
- v. all claims for compensation of any kind, including without limitation, bonuses, commissions, stock-based compensation or stock options, vacation pay and paid time off, perquisites, and expense reimbursements;
- vi. all claims for back pay, front pay, reinstatement, other equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and
- vii. all claims for attorneys' fees, costs, and interest.

However, My Claims do not include any claims that the law does not allow to be waived, such as claims for unemployment insurance or workers' compensation benefits; any claims that may arise after the date on which I sign this Release; any rights I may have to indemnification from Titan as a current or former officer, director or employee of Titan; any claims for payment of severance benefits under the Agreement; any rights I have to severance pay or benefits under the Agreement; or any claims I may have for earned and accrued benefits under any employee benefit plan sponsored by the Company in which I am a participant as of the date of termination of my employment with Titan.

2. Consideration. I am entering into this Release in consideration of Titan's obligations to provide me certain severance pay and benefits as specified in the Agreement. I will receive consideration from Titan as set forth in the Agreement if I sign and do not rescind this Release as provided below. I understand and acknowledge that I would not be entitled to the consideration under the Agreement if I did not sign this Release. The consideration is in addition to anything of value that I would be entitled to receive from Titan if I did not sign this Release or if I rescinded this Release. I acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date of this Release) by virtue of any employment by the Company.

3. Agreement to Release My Claims. In exchange for the consideration described in the Agreement, I give up and release all of My Claims. I will not make any demands or claims against the Company for compensation or damages relating to My Claims. The consideration

that I am receiving is a fair compromise for the release of My Claims.

4. **Cooperation.** Upon the reasonable request of the Company, I agree that I will (i) timely execute and deliver such acknowledgements, instruments, certificates, and other ministerial documents (including without limitation, certification as to specific actions performed by me in my capacity as an officer of the Company) as may be necessary or appropriate to formalize and complete the applicable corporate records; (ii) reasonably consult with the Company regarding business matters that I was involved with while employed by the Company; and (iii) be reasonably available, with or without subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities in connection with any litigation or investigation, with respect to matters that I may have knowledge of by virtue of my employment by or service to the Company. In performing my obligations under this paragraph to testify or otherwise provide information, I will honestly, truthfully, forthrightly, and completely provide the information requested, volunteer pertinent information and turn over to the Company all relevant documents which are or may come into my possession.

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5. **My Continuing Obligations.** I understand and acknowledge that I must comply with all of my post-employment obligations under the Agreement. I will not defame or disparage the reputation, character, image, products, or services of Titan, or the reputation or character of Titan's directors, officers, employees and agents, and I will refrain from making public comment about the Company except upon the express written consent of an officer of Titan. Notwithstanding any other provision of this Release, nothing in this Release alters your protected rights under Section 15 of the Agreement.

6. **Additional Agreements and Understandings.** Even though Titan will provide consideration for me to settle and release My Claims, the Company does not admit that it is responsible or legally obligated to me with regard to My Claims. In fact, the Company denies that it is responsible or legally obligated to me for My Claims, denies that it engaged in any unlawful or improper conduct toward me, and denies that it treated me unfairly.

7. **Advice to Consult with an Attorney.** I understand and acknowledge that I am hereby being advised by the Company to consult with an attorney prior to signing this Release and I have done so. My decision whether to sign this Release is my own voluntary decision made with full knowledge that the Company has advised me to consult with an attorney.

8. **Period to Consider the Release.** I understand that I have 21 days from the last day of my employment to consider whether I wish to sign this Release. If I sign this Release before the end of the 21-day period, it will be my voluntary decision to do so because I have decided that I do not need any additional time to decide whether to sign this Release. I understand and agree that if I sign this Release prior to my last day of employment with Titan it will not be valid and Titan will not be obligated to provide the consideration described in the Release.

9. **My Right to Rescind this Release.** I understand that I may rescind this Release at any time within 7 days after I sign it, not counting the day upon which I sign it. This Release will not become effective or enforceable unless and until the 7-day rescission period has expired without my rescinding it. I understand that if I rescind this Release Titan will not be obligated to provide the consideration described in the Release.

10. **Procedure for Accepting or Rescinding the Release.** To accept the terms of this Release, I must deliver the Release, after I have signed and dated it, to Titan by hand or by mail within the 21-day period that I have to consider this Release. To rescind my acceptance, I must deliver a written, signed statement that I rescind my acceptance to Titan by hand or by mail within the 7-day rescission period. All deliveries must be made to Titan at the following address:

General Counsel
644 East Beaton Drive
West Fargo, ND 58078

If I choose to deliver my acceptance or the rescission by mail, it must be postmarked within the period stated above and properly addressed to Titan at the address stated above.

11. **Interpretation of the Release.** This Release should be interpreted as broadly as possible to achieve my intention to resolve all of My Claims against the Company. If this Release is held by a court to be inadequate to release a particular claim encompassed within My Claims, this Release will remain in full force and effect with respect to all the rest of My Claims. I agree that the provisions of this Release may not be amended, waived, changed or modified except by an instrument in writing signed by an authorized representative of Titan and by me.

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12. **My Representations.** I am legally able and entitled to receive the consideration being provided to me in settlement of My Claims. I have not been involved in any personal bankruptcy or other insolvency proceedings at any time since I began my employment with Titan. No child support orders, garnishment orders, or other orders requiring that money owed to me by Titan be paid to any other person are now in effect.

I further represent and warrant that I have returned all Company property to the Company, including keys, credit cards, security access cards, codes, personal computers, cell phones, devices, memoranda, data, records, notes and other information that was in my possession or under my control in any form and did not retain any copies thereof.

I have read this Release carefully. I understand all of its terms. In signing this Release, I have not relied on any statements or explanations made by the Company except as specifically set forth in the Agreement. I am voluntarily releasing My Claims against the Company. I intend this Release and the Agreement to be legally binding.

Dated this October day of 17, 2023.

/s/ Bryan J. Knutson

Bryan J. Knutson

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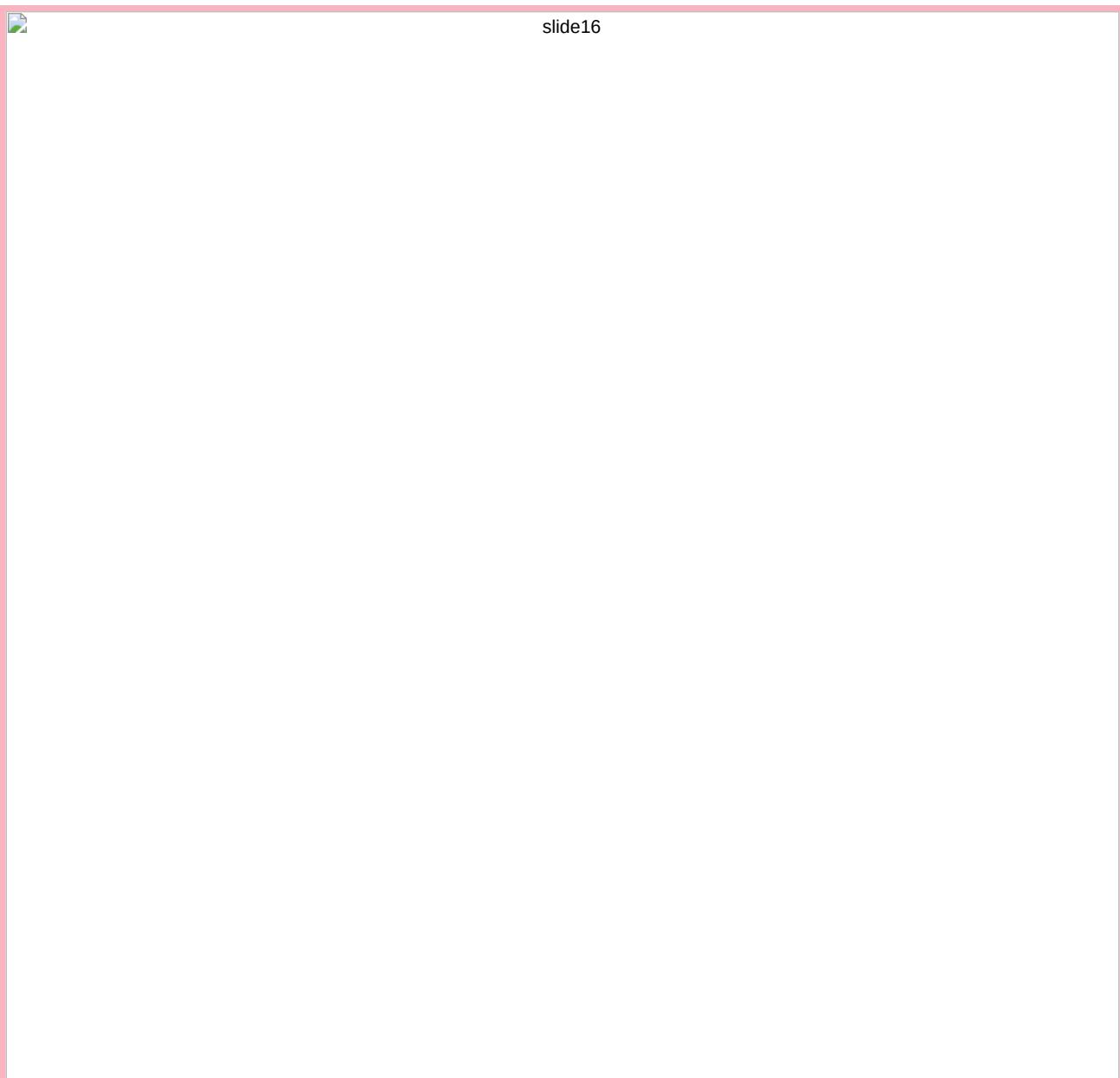


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EXHIBIT 10.4

December 6, 2023

Titan Machinery, Inc.
644 E Beaton Dr.
West Fargo, ND 58078

Attn: Bo Larsen
Chief Financial Officer
via electronic mail

Re: Wholesale Floor Plan Credit Facilities

Dear Mr. Larsen,

Titan Machinery Inc. ("Titan") and CNH Industrial Capital America LLC ("CNHI") are parties to that Amended and Restated Wholesale Floor Plan Credit Facility and Security Agreement dated November 13, 2007, as amended from time to time (the "Agreement"). This letter will confirm that, effective as of the date hereof, the total wholesale floor plan credit limit for Titan under the Agreement has been increased to US\$640,000,000.00 in accordance with the terms and conditions therein.

Titan's second tier wholly owned Australian subsidiary (J.J. O'Connor & Sons Pty Ltd) and CNH Industrial Capital Australia Pty Limited are parties to that Inventory Finance Agreement dated December 17, 2018, as amended from time to time (the "Australian Facility"). This letter will confirm that, effective as of the date hereof, the total wholesale floor plan credit limit for J.J. O'Connors under the Australian Facility has been increased to US\$140,000,000 in accordance with the terms and conditions therein.

Best Regards,

CNH Industrial Capital America LLC
/s/ Jeff Schmidt
Jeff Schmidt
Director of Commercial Lending

Titan acknowledges and agrees to the above referenced credit facilities.

Titan Machinery Inc.

/s/ Bo Larsen

Bo Larsen

Chief Financial Officer, Titan Machinery Inc.

Director, J.J. O'Connor & Sons Pty Ltd

CNH Industrial Capital America LLC

5729 Washington Ave

Racine WI 534065

EXHIBIT 31.1

CERTIFICATION
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT

I, **David J. Meyer, Bryan Knutson**, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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 (or persons performing the equivalent functions):
 - (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: **December 7, 2023** June 6, 2024

/s/ David J. Meyer **BRYAN KNUTSON**

David J. Meyer Bryan Knutson

Board Chair **President** and **Chief Executive Officer**

EXHIBIT 31.2

CERTIFICATION
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT

I, Robert Larsen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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 (or persons performing the equivalent functions):
 - (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: **December 7, 2023** **June 6, 2024**

/s/ Robert Larsen

Robert Larsen

Chief Financial Officer

EXHIBIT 32.1

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 Quarterly Report of Titan Machinery Inc. (the "Company") on Form 10-Q for the quarter ended **October 31, 2023** **April 30, 2024** as filed with the Securities and Exchange Commission (the "Report"), I, **David J. Meyer, Board Chair** **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.

Date: **December 7, 2023** **June 6, 2024**

/s/ David J. Meyer BRYAN KNUTSON

David J. Meyer **Bryan Knutson**

Board Chair *President and Chief Executive Officer*

EXHIBIT 32.2

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 Quarterly Report of Titan Machinery Inc. (the "Company") on Form 10-Q for the quarter ended **October 31, 2023** **April 30, 2024** 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: **December 7, 2023** **June 6, 2024**

/s/ Robert Larsen

Robert Larsen

Chief Financial Officer

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