

# General Terms of Sales and Services

## 1. GENERAL PRINCIPLES

The original version of these General Terms of Sales and Services is written in French; it is the only authentic version and takes precedence over any other version.  
These Terms apply in full to all sales made to Clients as of September 1<sup>st</sup>, 2003.  
They exclude any general terms of purchase or any other documents issued by Client, regardless of their terms, any order sent to Konecranes implies the unreserved acceptance of Stahl CraneSystems' prices and of these General Terms of Sales and Services.  
Unless otherwise expressly agreed to, any contrary condition invoked by Buyer shall therefore not be opposable to Seller, regardless of the time at which it may be brought to its attention.  
The fact that Seller does not invoke any of these general terms at a given time may not be interpreted as a waiver of the right to invoke them later.

## 2. CHARACTERISTICS OF THE PRODUCTS

The products subject hereof consist of lifting devices; their specifics and their quality are described in greater detail in Seller's technical appendix.  
These products conform to approved standards.  
They are intended for use in the context of Client's professional activity.  
The use of lifting devices is subject to special regulations, the responsibility for the application of which is incumbent upon the user. Seller is required to comply with the legal and regulatory provisions within the scope of its manufacturing activity.

Any change in regulatory provisions occurring after the agreement is subscribed shall be subject to a rider indicating its effects on lead time and price, in particular.

## 3. SCHEMATICS, SPECIFICATIONS OR TECHNICAL DATA

While Stahl CraneSystems must prepare schematics, specifications or specific technical data for purposes of performing its services or placing an order, Buyer must approve said documents upon receipt thereof and shall be exclusively responsible for the conformity of schematics to the desired characteristics.  
Client shall provide free access to the representatives of Stahl CraneSystems in order that they may draw up these documents.

## 4. ESTIMATES - ORDERS

The estimates, prices and references constitute only a suggestion to order the products or services described therein. They are communicated only as an indication and for Client's information with no commitment on the part of Konecranes.  
Orders become final only after Stahl CraneSystems has confirmed them by fax, e-mail or letter, for established orders in an amount exceeding 75,000 euros, they must additionally be confirmed by the Management of Stahl CraneSystems.  
Confirmed orders are firm and final.  
In the event of an order confirmation containing a modification of Buyer's initial order, it shall become final eight days after it is mailed if Buyer does not respond.

Otherwise, in the event of a new modification by Buyer, it shall become final only after Seller has confirmed it.  
In order is specific to Client and may not be transferred without the approval of Stahl CraneSystems.  
Seller may not be bound by commitments extending beyond those described in the order confirmation.

## 5. MODIFICATION OF THE ORDER

Any order modification or cancellation requested by Buyer may be accepted only if it is received in writing before the initiation of supplies for the manufacturing of the products or the provision of services.  
If Seller does not accept the modification or requests a cancellation, no down-payment already made shall be refunded.  
Seller reserves the right at any time to make the modifications it deems useful to its products or to modify the models defined in its fliers or catalogues without prior notice.

## 6. CONTRACT PROPOSAL

In certain cases, Stahl CraneSystems may send to Client, not a quote or prices, but a contract proposal.  
In this regard, the contract becomes firm and final when it is returned to Stahl CraneSystems unconditionally signed by Client.  
When contract proposals concern an amount in excess of 75,000 euros, they are firm only if they are signed or confirmed by the Management of Stahl CraneSystems.

## 7. PRICES

7.1 Client shall place an order by referring to the prices indicated in the quote.  
Seller reserves the right to inform Buyer of any price change prior to acceptance of the order.  
This change constitutes an offer of sale that Buyer must accept in writing and that shall become final only after confirmation by Stahl CraneSystems, as indicated in articles 4 and 6.  
Invoices are drawn up at the price in effect on the date of transaction of the sale.  
After acceptance, the prices set in the quote remain firm for 30 days. Past that period, prices may be changed without notice.  
Unless otherwise expressly stipulated, prices may be changed due to variances of their economic components between order and delivery.  
Prices are net of taxes for unpacked products, and are net of carriage costs and expenses ex works.  
7.2 The price shall be payable in the following manner:  
- Down-payment of 30% of the price, payable upon confirmation of the order.  
- Down-payment of 60% payable before shipment of the equipment or merchandise.  
- And 5% upon receipt of the order.  
7.3 Prices are net, without discount, and are payable on the invoicing date regardless of the method of payment: check, bank or postal transfer, signed and accepted draft. In the latter case, drafts must be returned to Stahl CraneSystems within eight days from the mailing of the invoice.  
Unless otherwise agreed to, late deliveries do not trigger either a cancellation or a modification of the order.  
They may not give rise to damages.  
The penalty clauses contained in our Clients' commercial documents are not opposable to us.  
7.4 Performance times are provided only as an indication and depend on the following conditions:  
- Client's compliance with the terms of payment and of down-payments;  
- Supply of the technical specifications in due time;  
- Absence of delay of preparatory studies and work;  
- Absence of force majeure events, of any labor conflicts whatsoever internal to Stahl CraneSystems, of political, economic or technical events impeding the satisfactory operation of the plants of Stahl CraneSystems, of its suppliers and/or subcontractors, or of their procurement of components, power or raw materials;  
- Acceptance of the Stahl CraneSystems plans and schematics by Client.  
Unless otherwise agreed to, packing is determined and prepared by our company.  
Packing is billed in addition to the prices indicated and is not taken back.  
7.5 Payment discount  
No discount shall be granted in case of early payment.  
7.6 Place of payment  
Invoices are payable to a Stahl CraneSystems employee at the registered office of the company.  
7.7 Time of effective payment  
Payment is deemed effective once the funds are made available to Stahl CraneSystems.  
7.8 Late payment  
If an invoice is not paid on the due date, even in part, interest penalties shall be applied as of the due date of the invoice with no advance formal notice, and without prejudice to damages.  
Their amount shall be calculated by applying interest equal to 1.5 times the legal interest rate in effect to the amounts payable.  
Furthermore, any late payment shall automatically trigger the suspension of performance of orders in process.

## 8. CONFIDENTIALITY

All technical documents, offers, schematics, specifications delivered to our clients are the exclusive property of Stahl CraneSystems as sole holder of the intellectual property rights to these documents, and must be returned at its request.  
The clients of Stahl CraneSystems agree not to make any use of such documents that might infringe the industrial or intellectual property rights of Stahl CraneSystems and undertake not to disclose them to any third party.  
They also agree to make sure that their employees comply with this confidentiality obligation.  
Client shall be required to comply with its confidentiality obligation for an indefinite period.

## 9. DELIVERY

9.1 Delivery times

The delivery times mentioned have a merely indicative value and the nonobservance thereof may under no circumstances give rise to the cancellation of an order or to a payment of damages.

Deliveries are made only as function of availability and in the order of arrival of the orders. Seller is authorized to make total or partial deliveries.  
Delivery times are indicated as precisely as possible.

In case of late delivery for a reason beyond Seller's control, and provided Seller agrees to it, the equipment is stored and handled as appropriate, at Buyer's expense and risk, as Seller disclaims any subsequent liability in this connection.

## 9.2 Place of delivery

Equipment not followed by assembly is deemed delivered at the plants or warehouses of Seller.  
Equipment followed by assembly done either by Seller itself or under its responsibility is deemed delivered when Seller informs Buyer or its representatives that the equipment is present on the premises or has begun to be installed by means of a simple notice of availability.

Buyer agrees to take delivery within eight days from the notice of availability, past that period, storage expenses shall be charged. Upon expiry of this period, Seller may consider that the order is cancelled and that the sale is unilaterally cancelled by Buyer. Down-payments already made shall be retained by Stahl CraneSystems.

If Buyer wishes to defer delivery or pickup, it shall so inform Stahl CraneSystems during the abovementioned eight-day period. Storage costs shall then be charged, and Buyer acknowledges that it owes them.

The notice shall be delivered after the contractual tests if these are specified in the contract, the findings of an approved organization serving as evidence.

In all cases, the operation of the equipment by Buyer, even at low speed, is equivalent to delivery.

Buyer shall lend its complete technical assistance in order to make the delivery of the products possible.  
9.3 Carriage  
The choice of the carrier and of the type of carriage used for transporting the products shall be freely made by Seller. Carriage costs shall be borne by Buyer except contrary stipulation in documents (order, acknowledgement of receipt).

## 10. ANCILLARY SERVICES

As a service accessory to the delivery of products, if it is agreed to by the parties, Stahl CraneSystems shall assemble the sold products and conduct the assembly and/or control operations. The cost of these services and the effects on the delivery time shall be fully borne by Buyer.

## 11. ASSEMBLY SERVICES

11.1 Seller shall have free access to the equipment for performing its services. The installation must be available for the service, which generally requires that such installation is taken out of operation beforehand.

11.2 Access to the devices shall take place by any existing means (safety hoops, catwalks, etc.). In the absence of means of access, it shall behoove Buyer to make a boat scaffold available to Seller at no cost.

11.3 A forklift truck for handling purposes, water, air, electricity, appropriate premises for the performance of the services shall be made available to Seller if necessary.

11.4 The business hours for performing the services are 8 a.m. to 5 p.m. Mondays through Fridays, holidays excluded.

These hours may be adjusted with Seller's approval and shall then be subject to additional billing.

11.5 If, for reasons attributable to Buyer, services relating to the equipment are postponed or delayed in the presence of Seller's employees on the site, Seller shall have the right to demand compensation from Buyer for the additional costs resulting from postponement of the service or from waiting time.

Seller may under no circumstances be held liable for the consequences of such delay.

## 12. TRANSFER OF THE RISKS

Notwithstanding the reserve of title clause specified in article 16 below, the risks that the products may sustain or cause for any reason whatsoever, even on account of a force majeure event, an accidental case or the act of a third-party, are transferred upon departure from the plants or warehouses of Seller.

The merchandise always travels at Client's risks, regardless of the manner in which carriage costs are borne.

Any products are in the custody of Client, which must bear the risks that they may sustain or cause for any reason whatsoever, even on account of a force majeure event, an accidental case or the act of a third party.

## 13. CONFORMITY - ACCEPTANCE

13.1 Checking of the products  
The number and content of the products must in all cases be checked upon receipt thereof in the presence of the carrier in case of delivery, or in the presence of a representative of Stahl CraneSystems in case of pickup at the warehouses or storerooms of Stahl CraneSystems.

The costs and risks relating to such checks are borne by Client.  
13.2 Damage linked with the carriage  
Any reservation or dispute relating to missing items and/or damage linked with carriage of the products must be written on the delivery slip and be confirmed to the carrier, as per article 1.133.3 of the Code of Commerce, by registered letter with return receipt requested, with a copy thereof and an attached copy of the concerned delivery slip sent by registered letter with return receipt requested to the registered office of Stahl CraneSystems within three days from the date of receipt of the products, under penalty of foreclosure of reservations or claims vis-à-vis Stahl CraneSystems.

13.3 Reservations linked with the conformity of the products  
Any reservation or challenge relating to the conformity of the products (hidden defects or missing items) must be mentioned and be confirmed by mailing a registered letter with return receipt requested to Konecranes within not more than five days from the date of receipt of the products.  
The words "subject to reservation regarding packing" mentioned on the delivery slip have no effect.

Client must prove the existence of defects or flaws concerning the products and submit all substantiating documents.  
In the absence of compliance with these conditions, the products shall be deemed conforming and the liability of Stahl CraneSystems shall not be invoked, Client being held liable for any damage sustained by Stahl CraneSystems if this procedure is not followed.

13.4 Return of nonconforming products  
No return of products is accepted if it has not been subject to Seller's express prior consent.

Any product returned without such consent shall be kept at the disposal of Buyer and shall not give rise to the preparation of a credit advice, but storage costs shall be borne to Buyer. Products must be returned at Client's expense within 10 days from Stahl CraneSystems' consent.

Products travel at Buyer's risk.  
In case of return, the products must not have been disassembled or used. They must be in perfect condition and be returned in their original packing or packaging, failing which they shall be considered as returned without consent.

If the products must be replaced, they shall be replaced by similar products that may be substituted for those ordered, of the same quality and corresponding to the same use functions.

The return of the products shall not give rise to the payment of any indemnity to Client. Client alone shall be liable for deterioration of the products due to storage in conditions that are abnormal or incompatible with their type.

13.5 Refund for the products  
At Stahl CraneSystems' discretion, the products may well not be replaced, but be refunded. Returns not conforming to the above procedure shall give rise to Buyer's loss of the down-payments already made.

Products shall be refunded by returning the amounts already paid.  
The return of the products shall not give rise to the payment of any indemnity to Client.

## 14. STORAGE OF THE PRODUCTS BY CLIENT

Client alone shall be liable for deterioration of the products due to storage in conditions that are abnormal or incompatible with their type.

## 15. LIMITS OF LIABILITY

Stahl CraneSystems warrants its products and spare parts against hidden defects pursuant to the law, custom and jurisprudence and in the conditions set forth below.

The liability of Seller vis-à-vis Buyer may in no manner whatsoever exceed the price of the products and of the services provided and Client may not claim damages on any grounds whatsoever.

In case services are provided, Seller's liability may not exceed the equivalent of one month of fees.  
15.1. Defects generating a right to the warranty  
Seller agrees to correct any operating defect resulting from defective design, materials or performance within the limit of the following provisions:

Seller's warranty does not apply to a defect resulting from a participation by Buyer in the form either of a supply of material or equipment, of an imposed design, of an imposed subcontractor or of involvement in the assembly.

Any warranty is also excluded in case of incidents due to force majeure events [or] of deterioration or accidents due to negligence, lack of monitoring or maintenance or faulty use of the equipment, as well as for parts whose use usually results in rapid wear or which are subject to a special indication in the contract.

Any changes made in the equipment delivered originally, or any substitutions of parts in conditions not approved by Supplier eliminate all effects of the warranty.

The costs, including the costs of labor, disassembly or installation of spare parts and all other costs arising from them, as well as special, consequential, accessory or indirect damage costs shall not be incumbent on Seller.

15.2. Term and starting point  
The present commitment applies only to defects that will have been notified within 12 months from the delivery defined in chapter 9.

If a delayed availability of the equipment or receipt of the installation is due to a cause beyond Supplier's control, the extension of the term of the warranty may not exceed three months.

The parts replaced under the warranty are covered according to the same terms and conditions as the original equipment and for a term equal to that defined above.

This provision does not apply to other parts of the original equipment for which the term of the warranty is extended only for a period equal to that of immobilization of the equipment.

## 15.3. Obligations of Buyer

In order to be able to invoke these provisions, Buyer must promptly inform Seller in writing, by registered letter with return receipt requested, of the defects that it attributes to the equipment and provide any evidence thereof, and give Seller any facility for purposes of ascertaining and correcting these defects. Moreover, it must not make the repair itself or have a third party do so, except with Supplier's consent.

The warranty shall apply only if there has been regular maintenance of the equipment or installation according to the recommendations and requirements of manufacturer and if the equipment and parts have been used in compliance with the conditions of use defined by manufacturer.

## 15.4. Mode of exercise

Parts deposited under the warranty shall be made available to Seller at Buyer's risk and shall again be the property of Seller.

## 15.5. Damages

Seller's liability is strictly limited to the obligations defined above and it is expressly agreed that Seller shall not owe any indemnity to Buyer.

## 15.6. Industrial results

When guarantees of industrial or economic results are given, the conditions of this commitment are subject to a special agreement between the parties.

## 15.7. Limit of liability

Buyer accepts the fact that the price takes the application of the following limit of liability into account and that said price would be much higher if Seller could not limit its liability in exchange for this low price.

Seller may not be liable vis-à-vis Buyer concerning the sale of the products or the provision of services conforming to this contract in case of loss of profit or of special, indirect, consequential or accessory damage of any kind occurring under third-party or operating liability, even if it is informed of the possibility of such loss of profit or damage. In case of any damage whatsoever, Seller may under no circumstances be held liable for an amount exceeding the price of the products sold or of the services provided within the limit of one month of fees in accordance with this contract.

## 15.8. Hold-harmless clause

Buyer shall indemnify Seller and hold it harmless, as well as its executives, management, employees or agents, from any claim (including costs, trial expenses, attorney's fees and other expenses) in case of bodily injury or death of any person, or of property damage caused by the actions or omissions of Buyer, its agents or employees, arising in any manner from the sale, installation, use or supply of products or services conforming to this contract.

15.9. Konecranes may not be held liable in any connection whatsoever for the schematics and/or technical documents delivered or for the consequences of the application thereof.

## 16. RESERVE OF TITLE CLAUSE

**The sold products are subject to a reserve of title until full payment thereof.**  
Buyer must keep the sold merchandise subject to the reserve of title in such a manner that it is not combined with merchandise of the same kind provided by another supplier.

Buyer shall refrain from using the sold equipment within the framework of the normal operation of its business. Buyer agrees not to resell or pledge the merchandise as long as the title thereto has not been transferred to it.

Payment means payment of the price of the products and of their accessories.

In case of nonpayment, Client shall return the unpaid products subsequent to a request equivalent to a formal notice sent by simple mail or by registered letter with return receipt requested.

Should Seller claim the merchandise back, Seller shall retain the down-payments that may have been made by way of damages, without prejudice to any other reparations.

Furthermore, Client shall owe an indemnity for loss of value set at 3% of the price of the products for each day they are kept until returned in full.

The taking back of the products by Seller does not exclude other legal proceedings that Seller may institute.

Client may under no circumstances pledge or grant liens or sureties on unpaid products.  
If, in one of the provisions turns out to be invalid or not opposable to third parties, it is agreed that this shall have no effect on the other provisions of the reserve of title clause that will be applied.

## 17. MODIFICATIONS

Buyer may modify ordered products and services with Seller's written approval. These modifications may trigger a change of delivery date and of selling prices, in particular.

Product modifications shall be taken into account only once Buyer has accepted in writing the price changes requested by Seller.  
If Buyer does not agree, the previous order shall continue to be applicable.

## 18. INTELLECTUAL AND INDUSTRIAL PROPERTY

Client has no intellectual or industrial property right to the products or to the packaging, as Konecranes remains the exclusive holder of all such rights.

Any use of property rights of Konecranes in any manner whatsoever is strictly prohibited except with its express prior agreement.

Client shall inform Seller as soon as it becomes aware of any legal actions taken against it in the area of intellectual or industrial property rights concerning the products and shall take the measure without expressly referring the case to Seller.

Only Seller has the right to direct proceedings and to decide on any action to be taken concerning the property, vis-à-vis the courts as well as any third parties with an interest in the case.  
Seller shall hold Client harmless from any court order subject to observance of the conditions listed above.

## 19. TERMINATION

The sale or service agreement may be terminated if Buyer makes a written request to that effect and if Seller agrees to it in writing.

In case of termination, Buyer agrees to pay Seller, upon submission of invoices, by way of damages, not of penalties, an amount totaling 115% of the costs and expenses sustained by Seller before or because of the cancellation.

These costs shall include, among other items, the expenses sustained for purchases of equipment or components as well as the costs of cancellation that may be passed on to Seller by its suppliers or subcontractors.

## 20. SPARE PARTS

The availability of spare parts does not mean in any way that these are kept in Seller's inventory regularly. They shall be supplied as soon as possible as a function of their physical, technical or legal availability.

## 21. FORCE MAJEURE

Seller reserves the right to suspend or cancel all or part of the Sale, automatically and without formality, in the event of a force majeure or of an accident such as embargo, shortage of raw materials, strike at Seller's or at its subcontractors', lockout, government actions, modifications of the regulations applicable to these General Terms of Sale or to the products of Konecranes occurring in the latter's plants, in the latter's or at the service providers on which Konecranes depends, that can stop or reduce the manufacturing or carriage of its products.

## 22. APPLICABLE LAW - SETTLEMENT OF DISPUTES

These General Terms of Sales are governed by French law.  
**Should a dispute arise, the Courts in the venue of Pontoise shall have exclusive jurisdiction even in case of summary proceedings, notwithstanding the fact that several lawsuits or parties or an introduction of third parties may be involved.**