

1. General provisions

1.1 All agreements reached between us and the Buyer shall be made in writing. Verbal agreements made prior to the conclusion of the contract or while the contract is being concluded shall not be binding unless confirmed in writing.

1.2 All goods and services that we provide, in particular goods and services provided against contracts of sale or contracts for work or services, and including suggestions, advice and other ancillary services (hereinafter referred to collectively as the "Goods"), shall be supplied exclusively on the basis of these General Conditions and our order confirmation. We shall not recognise any conditions which are contrary to or deviate from these General Conditions or from any legal provisions unless we have expressly agreed in writing to their validity. The aforesaid shall apply even if we have not expressly disagreed with such contradictory or deviating conditions or if we have provided Goods without protest.

1.3 Where an ongoing business relationship exists with the Buyer, these General Conditions shall also govern all Goods supplied by us in future, unless we have confirmed in writing that other conditions shall apply.

1.4 Any offer of a contract made by the Buyer is open for acceptance up to two weeks after the offer is made. Orders cannot be revoked. Silence on our part does not constitute the formation of a contract. If the Buyer receives our confirmation of order belatedly, he/she shall so notify us without delay. If a letter of confirmation from the Buyer deviates from our order confirmation, the Buyer shall draw special attention to any changes made.

1.5 Any statements of a technical or operational nature regarding weights or measurements and any other performance or consumption data in our brochures, drawings and publications are provided for general information only, unless reference is made to such statements or data in our confirmation of order; and even in this case, no warranty is given in respect of these statements or data.

1.6 Neither a handwritten signature nor an electronic signature is necessary to fulfil the requirement for written form. Communications by fax or e-mail shall satisfy the requirement for written form to the same extent as other forms of written communication.

2. Delivery, price and payment

2.1 Unless otherwise indicated in our order confirmation, the delivery and price shall be "FCA our works" (Incoterms 2010), exclusive of all taxes, duties and public charges, and shall be in euros and is payable in cash or by bank transfer.

2.2 Value added tax at the prevailing statutory rate shall be added to the agreed price and shown separately in the invoice. For advance payments and other payments to be made by the buyer before we effect delivery and for which our value added tax liability arises at the time of collection, we shall issue separate invoices, each showing the value added tax separately. The value added tax is due for payment at the same time as the amount due (before tax) in the respective invoice. If the Goods have been or are to be delivered abroad, the Buyer shall indemnify us against all taxes, duties and other public charges, or shall furnish us with a certificate of exemption that will be accepted by the relevant tax authorities and confirms that the delivery is exempt from taxes, duties and charges. The Buyer shall provide us with a certificate of delivery or proof of export on request.

2.3 Unless otherwise agreed, payment to us will fall due when the contract is concluded (advance payments). If we have agreed in writing to supply on credit terms and have not made any written statement to the contrary, payment to us will fall due within thirty (30) days of the delivery of the contractual item or the performance by us of other services.

2.4 In the event that the Buyer delays payment we shall be entitled to charge interest at a rate consistent with the usual bank overdraft rates, and said rate being not less than 8 percentage points above the base rate of the European Central Bank.

2.5 The Buyer shall be entitled to offset or withhold payments only insofar as the relevant counterclaim is uncontested or has been legally upheld.

2.6 We will only accept discountable and properly taxed bills of exchange in payment if this has been expressly agreed. Where bills of exchange or checks are accepted, the debt is not discharged until the payment instrument has been honoured. The Buyer shall bear any discounting charges and all costs which arise in redeeming the amount of the bill of exchange or check.

2.7 If payment is delayed or if any of our claims are deemed to be put at risk by virtue of a substantial deterioration in the Buyer's creditworthiness that becomes apparent after the conclusion of the contract, we shall be entitled to regard our outstanding accounts under the contract as due, regardless of the term of any bills of exchange, or to demand security for same. Our affiliated companies shall have the same rights. If payment is delayed or if any of our claims are deemed to be put at risk, we shall be further entitled to deliver any outstanding Goods only against prepayment or against the provision of an appropriate security. Should the Buyer fail to make prepayment or provide a security within a reasonable period that has been made available to him/her, we shall be entitled – without prejudice to our other rights – to withdraw from the contract.

2.8 We have the right to raise prices for accepted orders. If the price increase is greater than 4% of the net sales price, Buyer has the right to cancel the order in writing within ten (10) days as of receipt of written notice of the price increase. Buyer has no claims for damages or compensation against us. Prepayments by Buyer will be reimbursed by us.

2.9 We may make any changes and improvements at any time in the specifications, construction or design of Goods without incurring any obligation to Buyer. Goods so changed or improved will be accepted by Buyer.

3. Delivery dates and impediments to performance

3.1 Scheduled delivery dates are subject to the timely clarification of all order details, in particular: the provision of any documents and authorisations to be provided by the Buyer; the approval of drawings where applicable; the timely payment of any advance payments agreed; and the timely provision of any agreed payment guarantee. Another requirement is the timely performance by the Buyer of preparatory construction and assembly services, especially providing us with electricity, gas, water and the necessary support staff free of charge.

3.2 Scheduled delivery dates shall be deemed to have been maintained on notification of readiness to dispatch, even if the contractual item to be supplied cannot be dispatched on time through no fault of our own.

3.3 If we are prevented from the fulfilment of our obligations by the occurrence of unforeseen events that affect us or our suppliers or subcontractors and that we furthermore could not avoid by exercising due care and attention as required by the circumstances of the individual case – e.g. industrial dispute, insurrection, civil unrest, fire, flood, other forces of nature, explosion, storm, accident, embargo, war, epidemic, terrorist act, arbitrary act committed by authorities or arbitrary act of a political nature, other disruptions to operations or delays in the receipt of essential consumables or primary materials (except where such disruptions or delays are of only a short duration) – the dates shall be extended by the duration of such disruption and for a reasonable time thereafter. If the impediment makes it impossible or unreasonable for us to fulfil our obligations, we may withdraw from the contract; and the Buyer shall have the same right, if the delay makes it unreasonable for him/her to adhere to the contract.

4. Delay in acceptance and delay in delivery

4.1 If the contractual item is not delivered or dispatched within fifteen (15) days of the due date of delivery or readiness to dispatch because of a delay in delivery caused by the Buyer, whether through a failure to provide delivery instructions in a timely manner, an incorrect payment, an invalid import authorisation or permit, or any other delay which the Buyer has caused or permitted, we shall be entitled to charge by way of compensation (fixed-rate damages) either the costs of transport and storage for the contractual item, in the amount of one percent (1.0%) of the net price of said contractual item for every month or part of a month of the delay in delivery to a maximum of five percent (5.0%) of said price, or our actual costs, whichever is higher. This shall not apply if the Buyer is not responsible for the delay in delivery.

4.2 If, due to circumstances falling within the Buyer's responsibility, the contractual item is not delivered within thirty (30) days of the scheduled delivery

date, we may withdraw from the contract. Our other rights and our additional rights remain unaffected.

5. Acceptance

- 5.1 If acceptance of the Goods has been agreed or is legally required, it must be effected without delay after notification of readiness for acceptance.
- 5.2 If particular performance characteristics have been agreed for the contractual item or have been stipulated by us, the Buyer undertakes to carry out acceptance testing within one (1) week. This shall also apply in those cases where partial deliveries have been effected and/or services have been partially rendered.
- 5.3 If acceptance does not take place through no fault of our own or is only effected in part, acceptance shall be deemed to have taken place.
- 5.4 In this case, acceptance shall take place when the contractual item is put into operation.
- 5.5 The Buyer shall put in place the conditions necessary for carrying out acceptance. With the exception of our staff costs, the Buyer shall bear all costs associated with acceptance.

6. Transfer of risk; dispatch

- 6.1 Transfer of risk shall be determined in accordance with the agreed Incoterm (Incoterms 2010). This notwithstanding, risk in the case of services provided shall be transferred on completion of our services as defined in clause 8.1 below.
- 6.2 Trade terms shall be interpreted in accordance with Incoterms 2010, as set down in the final written contract.
- 6.3 Subject to any agreement to the contrary, the means and mode of transport shall be at our option. The same shall apply to the choice of forwarder and carrier.
- 6.4 Partial, excess and short deliveries shall be permitted, insofar as they are reasonable from the Buyer's perspective having due regard to customary commercial tolerances. The same shall apply with regard to deliveries made ahead of schedule.
- 6.5 Contractual items which have been advised as ready for dispatch must be collected without delay; otherwise we shall be entitled to store such items at the Buyer's risk and expense and to invoice them as if delivered. The Buyer is not entitled to disallow shipment of the Goods or to refuse to accept same on the grounds of immaterial deficiencies.

7. Retention of title

- 7.1 Property in contractual items shall not pass to the Buyer until all our claims arising as a result of the business relationship have been satisfied in full (i.e. goods are subject to retention of title).
- 7.2 The Buyer is entitled to use within the normal course of business the goods that are subject to retention of title and to resell such goods to third parties, insofar as such resale is undertaken as part of the normal course of business. The Buyer herewith assigns to us all claims against third parties arising from the resale of goods that are subject to retention of title. If the goods subject to retention of title are resold together with other goods which are not owned by us, the Buyer herewith assigns to us claims arising from the resale only up to the value of the goods that are subject to retention of title.
- 7.3 The Buyer is entitled to collect receivables arising from the resale of the goods that are subject to retention of title.
- 7.4 We shall be entitled to revoke our authorisation to resell and to collect receivables arising from such resale if the Buyer is in payment arrears or disposes of the goods subject to reservation of title outside the normal course of business or if, after the conclusion of the contract, a significant deterioration in the Buyer's financial circumstances becomes apparent which puts at risk any of our claims, especially in the case of stoppages in payment or an application to institute insolvency proceedings against the Buyer. In such cases we can demand that the Buyer, without delay, discloses to us the assigned claims and the identities of the respective debtors, provides us with all the information necessary to collect, hands over the relevant documents, and informs the debtors about the assignment.
- 7.5 If the Buyer pledges the goods which are subject to retention or otherwise turns them to account as a security for debts owed by him/her, all our existing claims for payment from the Buyer shall fall due for immediate settlement.
- 7.6 The Buyer undertakes to (i) secure the goods which are subject to retention of title and to keep them separate from property owned by the Buyer or third parties, and (ii) to insure said goods at their value when new at his/her own cost against loss or damage by theft, breakage, fire or water and to provide us with evidence of such insurance. The Buyer herewith assigns to us all claims under such insurance. If the Buyer breaches his/her duties under this clause 7.6, we shall be entitled, without prejudice to clause 7.7 and our other rights, to withdraw from the contract.
- 7.7 If the Buyer breaches his/her contractual obligations, and especially where payment from the Buyer is delayed, we shall be further entitled to take possession of the goods subject to retention of title, to remove them from their location at the time, and to turn them to account. To this end, we shall be entitled to demand access to the place where the goods subject to retention are located. Removing the goods subject to retention from their location shall not constitute a withdrawal from the contract unless we expressly so state; the proceeds of turning to account the goods subject to retention, less reasonable costs incurred in turning said goods to account, shall be taken into account in our outstanding accounts receivable.
- 7.8 Should the value of existing securities exceed our secured claims by more than ten per cent (10%) in total, we shall be obliged to release securities to that extent.

8. Supplementary provisions for services

- 8.1 In the case of maintenance, repair, inspection or other services (hereinafter referred to as the "Service[s]"), the Buyer, unless otherwise agreed, undertakes, at his/her own expense and risk, to deliver the item on which we are to perform the Service to our works or another agreed place.
- 8.2 The Buyer shall ensure that the item on which we are to perform the Service is complete and in a safe condition.
- 8.3 Where Services are to be carried out by agreement at a place other than our works, the Buyer shall ensure that we have timely access to the item concerned, such access being, in our estimation, adequate for us to carry out the Services; and the Buyer shall ensure a safe working environment.
- 8.4 The Buyer acknowledges that, for the purposes of carrying out the Services, we may deliver components, deploy staff, carry out servicing, fit or replace spare parts, wear parts and fluids, and carry out dismantling and reassembly activities. The Buyer further acknowledges that, for test and inspection purposes, the item on which we are carrying out Services may be used and operated by us on public and private roads.
- 8.5 When we notify the Buyer that we have completed the Service, the Buyer shall, without delay and at his/her own risk and expense, collect the item that was the subject of said Service from our works or from another place advised by us, unless we have agreed otherwise in writing. If the item which is the subject of the Service has been left at our works for more than fifteen (15) days after we have completed the Service, we shall be entitled to charge by way of compensation (fixed-rate damages) the costs of storing said item in the amount of either one per cent (1.0%) of the net value of the item concerned for every week of delay or part thereof up to a maximum of five per cent (5.0%) of said value, or our actual costs, whichever is the higher. This shall not apply if the Buyer is not responsible for the delay in collection.
- 8.6 Unless otherwise agreed in writing, Buyer hereby instructs us to dispose of any parts removed as part of the Services from the serviced good ("Old Parts") at Buyer's cost. Buyer shall not have any claims against us for compensation, damages or reimbursement in the event we receive proceeds in connection with such disposition, or we in our sole discretion, refurbish and sell any of the Old Parts.
- 8.7 If we have a counterclaim outstanding against the Buyer, we may retain the item on which the Service is to be performed until our counterclaim is satisfied.
- 8.8 The provisions in these General Conditions relating to contractual items shall also apply to any contractual items delivered or to be delivered for Service purposes.

9. Liability for material defects

9.1 Rights arising from product defects shall not apply in the case of defects of an insignificant nature.

9.2 The Buyer undertakes to examine the Goods carefully and must report any material defects to us in writing and without delay. This shall not apply in the case of contracts for work.

9.3 Insofar as the Goods are defective, we are entitled, at our option, to undertake supplementary performance by remedying the defect, or to deliver new, defect-free items, or to redeliver the Goods without defects. If supplementary performance proves ultimately unsuccessful, the Buyer – without prejudice to his/her other rights – shall be entitled, at his/her option, to withdraw from the contract or demand a reduction in price.

9.4 In the case of a material defect, the Buyer shall, at our demand and within a reasonable period of time, state whether he/she is withdrawing from the contract or insisting on delivery.

9.5 We accept no liability for damages arising on the following grounds: inappropriate or improper use; unauthorised or incorrect assembly or commissioning by the Buyer or third parties; subsequent modifications carried out by the Buyer or a third party; normal wear and tear; negligent or incorrect handling, maintenance or servicing; failure to comply with the operating manual; unsuitable operating materials; chemical, electrochemical or electrical influences; or extreme temperature or climatic influences falling outside our responsibility.

9.6 In all other respects, clause 12 shall apply with regard to claims for damages and compensation for expenses. Any further claims – or claims other than those provided for in this clause 9 – against us or our vicarious agents arising from a material defect are excluded.

10. Industrial property rights and defects as to title

10.1 Unless agreed otherwise, we are only obliged to the extent of providing the Goods free of third-party industrial property rights and copyrights (hereinafter referred to as "Property Right[s]") within the country of the place of delivery. If a third party asserts a justified claim against the Buyer for breach of Property Rights through Goods delivered by us that have been used in compliance with the contract, we shall be liable to the Buyer during the limitation period defined in clause 13.1 as follows: we shall, at our option, obtain a right of use or modify or replace the Goods concerned to the effect that they no longer breach the Property Right. Should this ultimately fail, the Buyer – without prejudice to his/her other rights – has the right under law to withdraw from the contract or demand a reduction in price.

10.2 Our obligation to provide compensation for damages and compensation for expenses shall be governed by clause 12.

10.3 The above obligations shall only exist to the extent that the Buyer informs us in writing without delay of all claims asserted by third parties, does not acknowledge that any rights have been breached, and does not significantly harm our defence in any other way. Should the Buyer suspend use of the Goods for reasons of reducing damages or on any other grounds, he/she undertakes to so advise the third party concerned without acknowledging any breach of Property Rights.

10.4 Any claims by the Buyer are excluded insofar as he/she is responsible for the breach of Property Rights or insofar as the breach of Property Rights has arisen as a result of the Buyer's specific requirements or instructions. In such cases, the Buyer shall indemnify us against all claims asserted by third parties against us for breach of Property Rights.

10.5 In all other respects, the provisions of clause 9 shall apply with regard to breach of Property Rights. The provisions set out in clause 9 shall also apply in the event of other defects of the title.

10.6 We reserve all rights of ownership and copyright in respect of cost estimates, drawings and other documents; these may only be made accessible to third parties with our agreement.

11. Exclusion of claims for defects in the case of used items

Notwithstanding the provisions of clauses 9 and 10, we offer no warranty for items sold by us as being in a used condition; in the case of used items, the Buyer has no claim for or rights relating to defects, including any defects that may have arisen between the conclusion of the contract and delivery of the used items. However, the foregoing provisions under this clause 11 shall not apply in the case of claims for damages or for compensation for expenses asserted by the Buyer due to defects in the used items where there has been intent, gross negligence or culpable breach caused to life, limb or health on our part. Any liability for used items under the German Product Liability Act shall remain unaffected.

12. Other claims for damages or for compensation for expenses

12.1 We accept liability for damages and compensation for expenses solely on the basis of legal requirements and subject to the following conditions. This shall apply to claims for damages and claims for compensation in lieu of performance, regardless of the legal basis – in particular those due to defects, breach of obligations arising as a result of the contractual relationship, or tortious act – and also to compensation for wasted expenditure. However, the provisions set out regarding delay in delivery (clause 4) and claims for damages and claims for compensation for expenses due to defects in used items (clause 11) shall take precedence.

12.2 We shall be liable for intentional acts and acts of gross negligence.

12.3 No liability is accepted for ordinary negligence.

12.4 The above limitation under clause 12.3 shall not apply where liability exists under the German Product Liability Act or where there has been intent, gross negligence or culpable breach caused to life, limb or health. Furthermore, neither shall it apply in the case of culpable breach of an important obligation under the contract, inasmuch as liability shall be limited to compensation for damages in an amount that is both usual for the contract and foreseeable. Important obligations under the contract are particularly those which are necessary to achieve the purpose of the contract or whose fulfilment is prerequisite to the proper performance of the contract and upon whose observance the Buyer is entitled to rely.

12.5 Under no circumstances shall we be liable for indirect damages, financial losses, consequential damages, costs of business interruption and loss of profits.

12.6 The above provisions do not change the burden of proof.

12.7 The personal liability of our employees, vicarious agents and representatives shall be limited in accordance with the limitations of our liability.

13. Limitation

13.1 The limitation period for claims by the Buyer in respect of defects is twenty-four (24) months from the start of the statutory limitation period for new cranes and twelve (12) months from the start of the statutory limitation period for new components. Notwithstanding the above, the statutory limitation period shall apply (i) in the case of section 438 para. 1 no. 1 of the German Civil Code (rights in rem of third parties); (ii) to claims for recovery under section 479 para. 1 of the German Civil Code; (iii) in the case of malice; or (iv) to claims for damages on the grounds of intent, gross negligence or culpable breach caused to life, limb or health or for liability under the German Product Liability Act.

13.2 Notwithstanding clause 13.1 the limitation period for claims in respect of Services as defined in clause 8.1 shall be thirty (30) days from the start of the statutory limitation period. However, in respect of claims for defects in new components supplied as part of a Service, the limitation period shall apply as set out under clause 13.1.

13.3 Any rectification work or redelivery we undertake is provided on the basis of goodwill and without acknowledging any legal liability. An acknowledgement denoting a new start to the limitation period shall only be deemed to exist if this has been expressly stated to the Buyer.

13.4 The regular limitation period for other claims asserted against us by the Buyer shall be confined to two (2) years from the start of the statutory limitation period. This shall not apply in the case of claims for damages in accordance with clause 13.1 (iv).

14. Teleservices

If the Good is equipped with teleservices equipment, Buyer shall provide us with all standard documents and any other documents necessary to provide teleservices and data to Buyer. Buyer shall gain any prior explicit consent from its employees and/or any third party, as required by applicable laws, enabling us and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws. In addition to the foregoing, Buyer consents to our collection, management and reporting of non-personal data about the Good including, but not limited to, performance, usage, fuel consumption, up /down times, defects, parts replacement, movement and location. Such information and data may also be used by us for research and development purposes and to monitor, maintain, diagnose, update or repair the Good.

15. Place of fulfilment; severability of provisions

15.1 The place of fulfilment in respect of supplies made by us shall be our works. The place of fulfilment in respect of rectification work shall also be our works. The place of fulfilment in respect of the Buyer's payment obligations shall be the payment location stated in our invoice.

15.2 The invalidity or partial invalidity of any individual provisions within either these General Conditions or the other integral parts of the contract shall not affect the validity of the remaining provisions or the validity of the contract as a whole.

16. Anti-corruption; export controls

Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of goods, products, technology, information or warranty related services. Failure to comply strictly with this section and all applicable laws and regulations shall be grounds for immediate termination of this agreement and/or any other agreement with Buyer by us.

17. Place of jurisdiction; applicable law

17.1 The place of jurisdiction for all legal disputes and for all legal proceedings relating to checks and bills of exchange shall be Zweibrücken, Federal Republic of Germany. However, we can also sue the Buyer in the courts of his/her general place of jurisdiction.

17.2 All legal relationships between us and the Buyer shall be exclusively governed by the laws of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention/CISG) of 1 April 1980.