

These General Conditions of Service shall apply to the spare part sales or services provided by Kalmar to the extent the Parties have not agreed otherwise.

1. DEFINITIONS

"Contract" shall mean the written service agreement entered into between the Parties or respective purchase order and order confirmation. The Contract includes these General Conditions of Service.

"Service" shall mean services, such as maintenance, repair work, emergency service work, inspections, supervision, engineering, Project, training and consultation, as specified in the Contract between Kalmar and the Customer and any agreed addition or variation thereto.

"Kalmar" shall mean Cargotec Finland Oy or Kalmar Affiliate that has entered into the Contract,

"Kalmar Affiliate" shall mean any entity over which Cargotec Corporation directly or indirectly exercises control over through majority voting stock or other means.

"Customer" shall mean the person or entity to which Kalmar agrees to sell the Products or Service.

"Equipment" shall mean the equipment or machinery, which is subject to Service under the Contract.

"OEM" shall mean Original Equipment Manufacturer

"Product" shall mean spare parts, products or accessories supplied and/or installed by Kalmar.

"Project" shall mean service crane upgrade project such as refurbishment, modification, electrification, relocation or heightening of Equipment.

"Party" shall mean Kalmar or the Customer.

2. FEES AND TERMS OF PAYMENT

2.1. The Service and Products shall be charged in accordance with the then valid service rates /price list of Kalmar. The mentioned price list shall be valid until further notice. Kalmar shall have the right to review the price list with one month's notice unless fixed fee is agreed.

2.2 In case a fixed fee is agreed, and the term of the Contract exceeds one year, Kalmar reserves the right to review the price of the Products and/or the Service periodically.

2.3 Unless otherwise agreed, rates are not inclusive travelling expenses, transport costs and possible accommodation expenses, and any other reasonable costs arising directly out of the performance of the Services. Customer shall reimburse Kalmar for Kalmar personnel travel cost and other expenses incurred in connection with the Services.

2.4 The normal working hours of Kalmar are on business days from Monday to Friday from 8 a.m. to 4 p.m. For any time outside the agreed normal working hours ordered by the Customer, Kalmar shall charge the Customer in accordance with its then valid price list. Kalmar personnel's waiting and travelling time shall be charged to the Customer.

2.5. All prices are quoted EXW (Incoterms 2010).

2.6. Value added tax and any other applicable sales taxes or duties are not included in the prices and shall be charged on Products and Services sold at the appropriate rate in force at the time of delivery.

2.7. Invoicing shall take place in advance monthly. Payment term is 30 days of the date of Kalmar's invoice.

2.8. An interest of 10 % per annum is charged on overdue payments. Kalmar has the right to suspend, delay, refuse, or cancel any service, delivery or any other performance at any time if the Customer's financial condition does not justify delivery or in case the Customer's payment is overdue.

3. WORK SITE AND FACILITIES

3.1 If not otherwise agreed the Customer shall provide the working facilities and shall bear the investment and running cost of such facilities. The facilities include, but are not limited worksite, workshop, necessary cranes, lifting equipment and equipment for transport on the site, equipment parking area, auxiliary tools, machinery, materials and supplies (such as but not limited to fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting.), as well as the measuring and testing instruments, test weights and crane operator of the Customer, offices, storage facilities, wash and locker rooms.

3.2 The customer shall carry the environmental liabilities of the work site, including existing soil, groundwater, sediment, air and real estate facility related contamination and risks. Kalmar is responsible for any operational environmental damage on the work site during the contract period, provided that the damage is evidently caused by Kalmar personnel or equipment which are under Kalmar's liability and the facility is equipped and planned with all necessary oil separators and other environmental protection systems required by local legislation. The customer shall have the final responsibility for disposal of waste material in accordance with local regulations and assumes liability for any improper disposal

3.3 The Customer shall ensure that its health and safety instructions as well as the work site are in compliance with local health and safety legislation and that Kalmar's personnel are informed of any such instructions and regulations in force at the place where the Services are carried out. The Customer shall ensure that the maintenance is not carried out under dangerous or unhealthy conditions, and shall take all necessary measures to protect Kalmar's personnel from exposure to any safety or health hazard.

3.4 In case Kalmar's personnel is required to attend to Customer's internal audits or other events during the Contract term, the used hours shall be invoiced according to then valid price list.

4. DELIVERY, OWNERSHIP, RISK AND ACCEPTANCE

4.1 The Products shall be delivered EXW (Incoterms 2010) unless otherwise agreed. Agreed delivery dates of Products and Services are approximate only, and Kalmar shall not be liable to Customer because of a delivery made within a reasonable time before or after the stated delivery date. If Customer fails to take delivery, then Kalmar may store the Products and Equipment at Customer's cost.

4.2 Should Kalmar be delayed in completion of a Product or Project delivery, due to a reason solely attributable to Kalmar and provided that the Customer has suffered damage, then the Customer shall be entitled to liquidated damages as its sole and exclusive remedy for such delay to the amount of half (0,5) per cent of the Product or delayed portion of the Project Price for each full week of delay. The liquidated damages shall in no event exceed five (5) per cent of the price of the Product or Project in delay.

4.3 Ownership to the Products shall remain with Kalmar until the payment for the Products has been received in full by Kalmar. Until the payment in full of all sums due and owed by the Customer to Kalmar, Kalmar or its employees or agents shall be entitled to retake possession of the Products.

4.4 Risk of damage to or loss of the Products shall be transferred and passed from Kalmar to the Customer in accordance with the applicable term of delivery (Incoterms 2010).

4.5 Risk of loss or damage to the Equipment during the Services shall be borne by the Customer.

4.6 The delivery is deemed as approved and acceptance certificate, if applicable, signed by the Customer if the Customer does not report a fault to Kalmar within seven (7) days upon delivery of the Product or completion of a Service. Project or Product is deemed to be accepted also if Customer uses any part of the Project or Product in commercial operation.

4.7 Each of Customer and Cargotec shall at its own cost provide for and maintain sufficient insurance coverage to cover its own operations, property and personnel.

5. CUSTOMER'S RESPONSIBILITIES

5.1 Customer shall use the Equipment in a proper manner and in accordance with the OEM's instructions. Customer is responsible for compliance with all regulations applicable to the operation of the Equipment

5.2. Customer shall maintain a logbook of the operation of the Equipment and present it to the representative of Kalmar when requested. The Customer shall allow Kalmar free, suitable and safe access to the Equipment during any Service and be prepared for the Service activities.

5.3. Customer shall provide the technical documentation (e.g. original Equipment information and drawings, up to date drawings, design calculations, specifications, descriptions, charts and instructions as well as accessible source code and description of the plc software design in case of software related Service), which is necessary for carrying out the agreed Service.

5.4. Customer shall give Kalmar correct, accurate and comprehensive information regarding the condition of the Equipment, including but not limited to any and all accidents, defects, malfunctions and failures that may affect Kalmar's evaluation of the Equipment and the Services.

5.5. Customer shall immediately notify Kalmar if the Customer cannot let Kalmar carry out the Services at the agreed time. In such cases the Customer shall always be liable for any additional costs arising from the delay.

5.6 Customer shall give Kalmar full details in writing of the safety and other regulations applicable and licenses concerning such as, but not limited to safety, environmental requested at the site of the Equipment and relevant to the Services to be performed under the Contract.

5.7 Customer shall be responsible to take defective Equipment out from the operation

5.8 Customer shall be responsible to transport the Equipment at his cost to the agreed service point.

5.9 In case the Customer fails to fulfill, correctly and in time, his obligations necessary for completion of the Services, then Kalmar has the right to suspend, delay, refuse, or cancel any Service, delivery or other performance at any time and the Customer shall compensate Kalmar for any loss Kalmar suffers because of Customer's default.

6. WARRANTY

6.1. Kalmar warrants that the Service shall be performed in a professional, workmanlike manner as agreed between the Parties and that the Products delivered shall be free from any material defects in material and workmanship ("Warranty"). All other warranties whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights are hereby specifically rejected by Kalmar.

6.2. The Warranty period for the Services is three (3) months from the delivery of the Services and the Warranty period for the Products is twelve (12) months from the delivery of the Products or 1500 cumulative hours of operation, whichever occurs first.

6.3 The Customer shall without undue delay and at latest within 15 days from the discovery of the defect notify Kalmar in writing of any defect appearing under the above Warranty. If the Customer fails to give notice of such defect within the Warranty period the Customer shall lose its rights in respect of the defect.

6.4. Under the above Warranty, Kalmar agrees to, at its option and as Customer's sole and exclusive remedy, either replace or repair a defective Product or, in case of defective Service, to re-perform the Service.

6.5 Kalmar's liability does not apply to defects arising out of materials provided, or out of a design stipulated, by the Customer. Kalmar's liability shall apply only to defects that appear under the conditions of operation provided for by the Contract and in proper use. It does not cover defects due to causes arising after delivery. In particular, it does not cover defects arising from the Customer's faulty maintenance, installation, handling, service or inspection or non-compliance with OEM's instructions or from repairs, alterations or adjustments carried out by the Customer or arising from an accident or otherwise when the Customer uses the Products or the results of the Services before their acceptance and taking of the delivery, nor does it cover normal deterioration, wear and tear.

6.6 If defects in Service or Products delivered by Kalmar may cause damage, the Customer shall take any immediate measures, which are necessary to prevent or reduce such damage.

7. LIABILITY

7.1 Unless specifically so agreed, the Services work is not in any way intended to be, nor shall it be considered or construed as a general strengthening or improvement of the Equipment, or a remedy to any faulty design, materials or workmanship of the Equipment, which shall be the sole responsibility of the OEM. Moreover, Kalmar does not guarantee that the Equipment has been or will after the Service be fit for the purpose for which it is being used.

7.2 If Kalmar has been presented a claim for its liability in respect of any cost, expense, loss, damage, expense, indemnity, injury and/or penalty, if and so far as Kalmar be proved to have been in breach of contract, then: a) Kalmar shall be given an opportunity to inspect and remedy any alleged defects or damage; and b) Kalmar shall, if and only if such opportunity has been given, be liable to pay compensation to the Customer in respect of such loss, if any, to the extent such loss is proved to have been incurred by the Customer as a direct result of such breach of Contract.

7.3. IN NO EVENT SHALL KALMAR BE LIABLE, WHATEVER THE CAUSE THEREOF FOR LOSS OF BUSINESS, GOODWILL, REVENUE, PROFITS, DATA, PRODUCTION OR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE. THE AGGREGATE LIABILITY OF KALMAR SHALL ALWAYS BE LIMITED TO FIFTEEN PERCENT (15%) OF THE PRICE OF THE PRODUCT OR SERVICE WHICH CAUSED THE LIABILITY.

7.4 The Customer acknowledges and agrees that any recommendation, advice and/or training material provided by Kalmar are intended for information purposes only and Kalmar assumes no liability for the consequences of Customer's actions and/or decisions made based on that information.

7.5 The remedies of the Customer set forth in this Contract are exclusive.

8. INDEMNIFICATION

Customer hereby agrees to indemnify and keep Kalmar indemnified for any injury, loss, damages, costs, fees, judgment, settlement, or other expenses caused by, related to, or arising from Customer's operations or use of the Equipment, including without limitation damages to real or personal property, personal injuries, fluid spills or leaks, environmental liability, down time, or other claims however arising in connection with the operation of the Equipment, unless such injury, loss, damages, costs, fees, judgment, settlement, or other expenses is caused by the gross negligence of Kalmar in connection with this Contract.

9. FORCE MAJEURE

A party shall not be responsible for any consequences, including damages of the non-performance of this Contract, caused by any circumstances beyond its reasonable control, including but not limited to war (whether declared or not), act of terrorism (whether actual or threatened), acts of government, export or import restrictions, fire, explosions, floods, accidents, strikes or other labor disputes of every kind and however caused, sabotage, civil commotion, riots, embargoes, restrictions in the use of power, severe weather conditions, epidemics delays of deliveries by suppliers or subcontractors which are caused by Force Majeure and breakage or loss during transportation or storage. Kalmar shall have the right to demobilize its personnel from the site in the event of an emergency.

10. CONFIDENTIALITY

The Parties shall not disclose or reveal the contents of the Contract or any confidential information of the other Party without prior written consent of such Party to any third party for any other purpose than for the proper fulfillment of the duties of the Parties towards the other Party. Customer acknowledges that all technical, commercial and financial data disclosed to Customer by Kalmar is confidential information of Kalmar.

11. NON-SOLICITATION

Customer shall not solicit or hire away any employee of Kalmar who has actively participated in the performance of the Services, until a period of six (6) months has expired from the termination of the Contract unless a recruitment fee equal to 10% of the annual turnover of the Contract is paid by Customer to Kalmar per each recruited Kalmar employee.

12. CHANGES TO THE SERVICES OR PRODUCTS

12.1. If, after formation of the Contract and before delivery, the Customer requests in writing that Products or Services should be amended or varied in any manner, Kalmar shall make reasonable efforts to comply with such request, provided that the Customer pays to Kalmar immediately upon Kalmar's consent thereto the full cost of any such amendment and/or variation and provided that Kalmar is not held liable for any delay caused in the delivery of the Products and/or Services.

12.2 Kalmar shall have the right to make changes to the Products. Kalmar reserves the right to discontinue manufacturing and sale of Products at any time.

12.3 Customer may not alter or modify the Equipment or their application during the Contract without prior written consent of Kalmar.

13. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights related to the Services and Products delivered by Kalmar including, without limitation, any and all software and/or documentation or data included in, with or comprising Products or Services ("IPR"), and all ownership rights in and to the IPR shall remain solely and exclusively with Kalmar.

14. DOCUMENTATION AND DATA

14.1 All drawings and technical documents relating to the Services submitted by one party to the other prior or subsequent to the formation of the Contract shall remain the property of the submitting party.

14.2 Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any

other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

14.3 Kalmar shall not be obliged to provide any manufacturing drawings of the Products or Equipment to the Customer.

14.4 Kalmar shall have the right, notwithstanding any other terms and conditions of the Contract, to install remote diagnostic tools into the Equipment and gather and store Equipment related data during and after the term of the Contract including but not limited to information concerning efficiency, availability, condition and downtime of the Equipment. Such information may be used for optimizing the Equipment or the related services as well as for Kalmar's internal business purposes. Kalmar shall be responsible for complying with applicable laws and regulations

15. ASSIGNMENT AND SUBCONTRACTING

15.1. Neither Party shall have the right to assign its rights or obligations under this Contract to a third party. Kalmar may however assign this Contract to any Kalmar Affiliate.

15.2. Kalmar shall have right to use a subcontractor to fulfill its obligations.

16. CONTRACT AMENDMENT

16.1. Any amendments, alterations or additions to the Contract must be made in writing as addendum to the Contract and signed by the duly authorised representatives of the Parties.

16.2. In the event of a change in any applicable law, rule or regulation or in the administration or interpretation thereof by the appropriate government authority the Parties shall consult in good faith with a view to reaching a mutually acceptable agreement on amending the Contract accordingly. If no mutually acceptable agreement is reached or implemented within thirty (30) days from receipt by the Customer of written notice from Kalmar of such change in circumstances, then Kalmar shall have the right to terminate the Contract with thirty (30) days written notice.

17. TERMINATION

17.1 Unless otherwise agreed, the Contract may be terminated by either party with 3 months' written notice. However, Project Contract may be terminated only in accordance with Clause 17.2 below.

17.2 Either Party may terminate this Contract prematurely with immediate effect at any time by written notice to the other Party, in the event of:

- a) any material breach of this Contract by the other Party if the breaching Party fails to rectify such breach within sixty (60) days after issuance of the written notice thereof by the other Party; or
- b) the other Party filing for bankruptcy or liquidation; the other Party entering into any composition or arrangement with its creditors, or having a receiver or trustee appointed for all or any part of its property or assets or taking any similar action as a result of debt; or the other Party becoming insolvent; or
- c) An event of Force Majeure has continued for more than 90 days.

17.3 Upon the termination of the Contract for whatever reason the Customer shall be obligated to pay for all Services and costs accrued until the termination and the Customer shall allow Kalmar free and safe access to Kalmar's property for retrieving purposes.

18. ENTIRE AGREEMENT

The Contract states the entire agreement between the Parties relating to the subject matter thereof and supersedes all prior communications, whether written or oral, between the Parties.

19. PROVISIONS SEVERABLE

In case any provision or any part of a provision of this Contract is held invalid or unenforceable, the validity of the remaining provisions of the Contract shall not be affected thereby and each remaining provision or part thereof will be valid and enforceable to the full extent permitted by law.

20. COMPLIANCE WITH LAWS

Each Party agrees that it will utilize the Services and Products and otherwise act under this Contract only for lawful purposes and in accordance with this Contract. Each Party will comply at all times with all applicable laws and regulations pertaining to, without limitation, anti-money laundering, embargoes and/or sanction requirements as well as the US Foreign Corrupt Practices Act and the UK Bribery Act.

21. GOVERNING LAW AND DISPUTE SETTLEMENT

21.1 These General Conditions and the Contract are governed by, and shall be construed in accordance with the laws of the country of Kalmar entity that has entered into the Contract. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

21.2 All disputes arising in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules. Such arbitration shall be held in the country of Kalmar entity that has entered into the Contract in the English language.

21.3 Any collection by Kalmar of overdue payments related to deliveries made under these terms may, at Kalmar's sole election, be however resolved by a court of competent jurisdiction.