

**General Terms and Conditions of Sale and Delivery
of
Palfinger Platforms GmbH**

I. General

1. Our deliveries, services and offers apply exclusively on the basis of these terms and conditions of delivery. They are deemed an integral part of all contracts that we enter into with our contracting parties (hereinafter: Buyer) on the deliveries and services offered by us. They also apply to all our future deliveries, services and contracts, including if they have not been separately agreed upon again.
2. The Buyer's general terms and conditions of business shall not apply to the contractual relationship entered into with us unless we had expressly approved the validity of such conditions in writing. Our conditions of sale and delivery shall also apply if we unconditionally perform a delivery or render a service although we are aware of the Buyer's terms and conditions of business that are contrary to or vary from our terms and conditions of sale and delivery.
3. The following conditions shall only apply insofar as the parties have not entered into anything to the contrary in a specific case. Individual agreements shall at all times have preference.

II. Offers and entering into contracts

1. Our offers are at all times subject to change without notice and are non-binding provided they are not expressly stated as binding or are not subject to a certain acceptance period.
2. A binding contract shall only be brought about by way of our written confirmation of order (including by e-mail and fax). The Buyer shall be bound by an order for a period of 30 (thirty) days.
3. In relation to the scope of our obligation to deliver and render services, solely the agreed scope in accordance with your order and our confirmation of order shall be authoritative. Details published by us or third parties on the internet, in catalogues, brochures and other publications in text or picture form (e.g. descriptions, images or drawings) regarding the condition of our products (including weight and measurement details and load details) as well as their options in respect of use do not constitute any guarantees in terms of condition and shall only become integral parts of the contract provided this is expressly agreed upon in writing. We reserve the right to make construction, form and colour alterations, in particular if this is aimed at improving a product or honouring statutory requirements provided such alterations are not considerable and are acceptable for the customer.
4. We reserve all rights, in particular ownership and copyright, to the documents, drawings, images and specifications etc. made available to the Buyer. The Buyer may use these exclusively as part of the purpose proposed as per agreement. They are to be treated in strict confidence and may not be made available to third parties without our prior, written approval. Insofar as an order is not awarded, all documents handed over to the Buyer are, at our request, to be returned without delay.

III. Prices

1. Cost estimates are at all times subject to change without notice.
2. The prices stated by us are at all times net prices without turnover tax, which the Buyer is to pay in the case of business transactions liable to turnover tax at the statutory amount.

3. Our prices are to be understood as being exclusive of transport, insurance and packaging. Customs duties, charges and other costs that may apply (e.g. licensing costs) shall similarly be borne by the Buyer.
4. Insofar as an agreement has not been entered into for individual services, we shall determine the price in this respect at our reasonable discretion (Section 315 BGB (German Civil Code)) but under no circumstances beyond a price that was stated in our price list valid at the time of entering into the contract.
5. In the case of deliveries that are to be made only following expiry of four months from the time at which the contract is entered into, we reserve the right to reasonably increase the price with consideration given to the Buyer's justified interests in the case of increases in the price of material or energy or other manufacturing costs that were not specifically foreseeable at the time of entering into the contract and which overall increase our procurement or manufacturing expenses for the delivery item. A price increase is only possible insofar as the increased procurement or manufacturing expenses are not our responsibility, for example regarding default in procurement or manufacture. On request, we shall furnish the customer with proof of the increased costs.

IV. Terms and conditions of payment

1. All payments are to be made in euros, and for us free of charges, and made to the paying agent stated in our invoice.
2. Our invoices are to be paid at the latest within one week following the invoice date without any deductions. Payments shall be deemed made from the date on which we are able to freely dispose of the amount.
3. Cheques and bills of exchange shall only be accepted following a special agreement and on account of payment, not in the place of performance. Collection and discount expenses, the cost of prolongation, renegotiation etc. shall be borne by the Buyer. If the Buyer's or the acceptor's financial situation deteriorates during the period of the accepted bill of exchange, or if unfavourable information is received about the Buyer or the acceptor after accepting the bill of exchange, the Buyer undertakes, irrespective of accepting the bill of exchange, to pay in cash immediately at our request or provide a suitable security. Bills of exchange as well as all received securities are also aimed at securing claims to which we remain entitled in the case of taking back the subject matter of contract.
4. In the case of default in payment on the part of the Buyer, we shall be entitled to charge interest in the sum of nine percentage points above the base lending rate (Section 247 BGB) p.a. Furthermore, we reserve the right to furnish proof that we have sustained greater damage as a result of default on the part of the Buyer.
5. We are entitled to perform outstanding deliveries or services only subject to advance payment or provision of security if the Buyer defaults in respect of its payment obligations or knowledge of other circumstances is gained that is capable of considerably reducing the Buyer's credit standing and as a result of which payment of our outstanding, due, claims by the Buyer is jeopardised according to our best judgement. Furthermore, in such a case we shall be entitled to immediately call due all claims against the Buyer.
6. The Buyer may only set off if its counter-claims have become res judicata, are not disputed or have been recognised by us. In addition, the Buyer shall only be authorised to exercise a right of retention insofar as its counter-claim is based on the same contractual relationship.
7. Assigning the Buyer's claims against us is excluded.

V. Delivery period and delivery time

1. Insofar as a fixed delivery date is not expressly agreed upon in our confirmation of order, the delivery periods promised by us shall not be binding. In that respect, delivery periods and delivery dates shall, in principle, be stated on condition of timely and proper own delivery and collaboration on the part of the Buyer as per agreement. Amendments subsequently requested by the Buyer as well as the failure on the part of the Buyer to collaborate as per agreement (for example delayed delivery of chassis, failure to obtain licenses or documents by the Buyer or delayed advance payments) shall bring about a corresponding extension of the delivery periods and delivery dates.
2. We reserve the right to invoice additional costs that may apply as a result of delayed collaboration on the part of the Buyer. Furthermore, the warehousing costs in respect of processed material shall be borne by the Buyer. Following expiry of a period of 3 months, we shall invoice the entire invoice amount, including additional costs.
3. Incidents involving force majeure shall entitle us to postpone the delivery by the duration of the hindrance and a reasonable start-up period. Strikes, lock-outs, political unrest, government intervention or unforeseeable circumstances such as operational disruptions are equated with force majeure that render it impossible for us to provide delivery in good time irrespective of acceptable efforts. This also applies if the above-mentioned hindrances affect our suppliers. We shall notify the Buyer without delay if such a case occurs and notify the Buyer accordingly of a new, prospective delivery date.

VI. Delivery, passing of risk and acceptance

1. In the absence of express written agreements to the contrary, deliveries shall be made ex works (in each case according to the latest Incoterm version) from the stated location.
2. Risk shall pass to the Buyer as soon as the goods were made available by us for collection at the agreed place. Insofar as the delivery is loaded onto the Buyer's means of transport by our employees, these shall be deemed the Buyer's vicarious agents. If the hand over is delayed for reasons that are the Buyer's responsibility, risk shall pass to the Buyer one week following receipt of the notice of completion (notice of readiness for hand over). The same applies in the case of an acceptance requirement that may apply.
3. If the delivery item is sent by us at the Buyer's request to a location other than the place of performance, this shall apply at the Buyer's risk and cost. We are entitled to select the transport route and the transport carrier. Insurance shall only be provided at the Buyer's express request and at the Buyer's cost.
4. The Buyer is to take possession of the delivery item within one week following receipt of our notice of completion and in that respect agree on a date with us. The parties agree on storage charges of 0.125% of the order value for each storage week that commences for proper storage that exceeds one week from receipt of the notice of completion. This does not affect further-reaching statutory claims in the case of the culpable failure to accept or delayed collection by the Buyer.
5. We are entitled to call on the services of subcontractors to honour our obligations.

VII. Reservation of title

1. We reserve ownership of the item we have delivered (reserved goods) up until all claims against the Buyer to which we are entitled have been honoured resulting from the business relationship, including the claims that arise in the future, irrespective if these arise from contracts that are entered into simultaneously or at a later date. This also applies if individual

or all claims have been incorporated by us in a current invoice and the balance is determined and acknowledged.

2. The Buyer undertakes to treat the reserved goods with due care, in particular to make arrangements to have the necessary servicing and inspection work performed. Furthermore, the Buyer undertakes to insure the reserved goods at replacement value at its own cost against all risks, in particular against damage caused by fire, water and theft. We are entitled to inspect the reserved goods at any time. To that end the Buyer grants us permission at this point in time to gain access to its business premises.
3. If we withdraw from the contract regarding conduct in breach of contract on the part of the Buyer, in particular regarding default in payment on the part of the Buyer, all costs in respect of regaining ownership of the reserved goods shall be borne by the Buyer. Reserved goods shall be taken back at the proceeds generated by us via utilisation.
4. In the case of seizure, (entrepreneurial) lien or other third party intervention, the Buyer is to notify us in writing without delay and make available all the necessary information and inform the third parties of the existing ownership rights. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a successful action in accordance with Section 771 ZPO (German Code of Civil Procedure), the Buyer shall be liable for the shortfall we suffer.
5. The processing or refashioning of the reserved goods by the Buyer shall at all times apply on our behalf. The contingent right of the Buyer to the reserved goods shall continue to apply to the transformed item. If the reserved goods processed with or inseparably linked to other items which do not belong to us, we shall acquire co-ownership of the new item in the proportion of the real value of the reserved goods to that of the other processed items at the time of processing or linking. If the linking is carried out such that the Buyer's item is to be regarded as the principal item, it shall be deemed agreed upon that the Buyer shall transfer proportionate co-ownership to us. The Buyer shall retain the sole ownership or co-ownership created in this manner on our behalf. In other respects, with regard to the item created by way of processing or linking, the same regulations apply as those that apply to the reserved goods.
6. The Buyer is entitled, whereby this may be withdrawn, to sell on the reserved goods during the course of ordinary business operations. The Buyer is not permitted to otherwise dispose, in particular pledging and transferring ownership by way of security are not permitted. The Buyer undertakes to sell on the reserved goods only subject to extended reservation of title if the reserved goods are not immediately paid for by the third party gaining acquisition (customer). The entitlement to sell on shall be inapplicable in the case of default in payment on the part of the Buyer.
7. The Buyer assigns to us at this point in time all claims to which it is entitled against the customer resulting from the selling on, irrespective of whether or not the reserved goods are sold on without or following processing. We accept this assignment. The Buyer is to refrain from entering into agreements with its customers whereby such agreements exclude or have a detrimental effect in any way on our rights. The Buyer may not, in particular, enter into any agreement that has a detrimental effect on the advance assignment of claims to us. The Buyer shall continue to be authorised to collect the claims assigned to us following the assignment. This does not affect our authority to collect the claims. However, we undertake not to collect the claim as long as the Buyer properly honours its payments obligations to us, does not default in payment and, in particular, an application for the institution of insolvency proceedings is not filed regarding the Buyer's assets or the Buyer does not discontinue payments. We may demand that the Buyer disclose to us the claims assigned and the debtors on such claims, that the Buyer provide all the information necessary for collection, hand over the related documents and notify the debtors about the assignment.
8. The Buyer is not entitled to sell as part of factoring future claims against its customers that have been assigned to us as part of the extended reservation of title.

9. If the value of the securities provided in our favour exceeds our claim in total by more than 10 %, we undertake, at the Buyer's request, insofar to release securities at our discretion.

VIII. Guarantee and liability

The guarantee for items delivered by us and services rendered by us as well as our liability to the Buyer shall be based exclusively on the regulations set out in the Guarantee and Warranty Guidelines that can be viewed at www.palfinger.com/de/deu/Pages/agb.

IX. Export Control and Sanctions

1. The sale, supply, transfer, transit, import, export or re-export of the contractual goods may be subject in whole or in part to the applicable national or international export control and sanctions regulations. The Buyer undertakes to comply with all export control and sanction regulations applicable to these actions.
2. Due to applicable national or international export control or sanction regulations, we may be subject to an obligation to prohibit the Buyer from re-exporting the goods supplied under or in connection with the respective contract to certain countries or for use in such countries. The Buyer undertakes not to re-export the contractual goods to such countries. In particular, the Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the respective contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
3. The Buyer shall undertake its best efforts to ensure that the purpose of Section IX. paragraphs 1. and 2. is not frustrated by any third parties further down the commercial chain, including by possible resellers.
4. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section IX. paragraphs 1. and 2.
5. Any violation of Section IX. paragraphs 1., 2., 3. or 4 shall constitute a material breach of an essential element of the respective contract, and we shall be entitled to seek appropriate remedies, including, but not limited to:
 - termination of such contract; and
 - a penalty of 150% of the total value of such contract or price of the goods exported, whichever is higher.
6. The Buyer shall immediately inform us about any problems in applying Section IX. paragraphs 1., 2., 3. or 4., including any relevant activities by third parties that could frustrate the purpose of Section IX. paragraphs 1. or 2. The Buyer shall make available to us information concerning compliance with the obligations under Section IX. paragraphs 1., 2., 3. or 4. within two weeks of the simple request of such information.

X. Final provisions

1. Amendments to and supplementary information regarding these conditions of sale and delivery are subject to the written form and only apply to the respective contract. This also applies to rescinding this written form requirement.
2. Our registered office is deemed the place of performance for our obligations resulting from the business relationship.
3. Insofar as the Buyer is a merchant, legal person under public law or federal special funds, Krefeld is deemed the place of jurisdiction. However, we are entitled to bring legal action against the Buyer at another place of jurisdiction.

4. These conditions of sale and delivery are subject to German law by way of exclusion of the United Nations Convention on the International Sale of Goods (CISG) dated 11 April 1980. This does not apply to the regulations set out in the above Section VIII. of these terms and conditions of sale and delivery regarding liability and guarantee, which are exclusively subject to the law of Austria.
5. In the event that a provision of these terms and conditions of sale and delivery is or becomes invalid or impracticable, this shall not affect the validity in other respects. In such a case, the parties shall endeavour to replace the invalid or impracticable provision by way of common consent with a valid or practicable provision that comes closest to what the contracting parties wanted in an economic sense in the case of entering into the contract. This also applies to an omission in the contract.
6. The Buyer confirms that it has taken notice of our Code of Conduct that can be viewed at www.palfinger.de and that it shall comply with the provisions stated therein.