**STANDARD TERMS AND CONDITIONS OF SALE (DIRECT)**

**1. APPLICABILITY.** The sale by Seller of any and all services ("Services") and/or goods ("Goods"), whether such Goods and Services are purchased and sold together, independent from, or in combination with one another, shall be conditioned upon, and subject to the following terms and conditions ("Terms and Conditions") which shall form an integral part of any agreement between Buyer and Seller. Buyer's acceptance of any quotation, proposal or offer made by Seller for the sale of Goods and Services (collectively, "Quotation") is expressly made subject to these Terms and Conditions and none of the Terms and Conditions may be added to, modified, superseded or otherwise altered except as revised in writing by Seller. Unless otherwise agreed in a writing signed by both Buyer and Seller, all orders for Goods and Services received by Seller shall be governed only by these Terms and Conditions, notwithstanding any terms and conditions in any purchase order, release order, or any other form issued by Buyer (collectively, a "Purchase Order"). Seller hereby objects to any terms and conditions which may be set forth, found in, or incorporated into any Purchase Order and hereby notifies Buyer that they are rejected.

**2. PRICE.** Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment. Quotations provided are priced based on Buyer's purchase of the entire scope of Goods and Services identified in a Quotation. If less than the entire scope of Goods and Services identified in a Quotation is ordered by Buyer, prices may vary. Unless otherwise stated in a Quotation, installation, commissioning, supervision and/or start-up services are not included in the price of Goods and Services to be provided by Seller. Buyer shall pay Seller to the extent of Services provided or for the quantity of Goods shipped should Seller be unable for any reason to provide and/or ship the entire scope of Goods and Services identified in a Quotation. Prices quoted by Seller are exclusive of all taxes (except taxes levied on Seller's income) including value added, federal, state, provincial and local use, sales, property or similar taxes; charges; and duties (collectively "Charges"). For the avoidance of doubt and regardless of anything to the contrary with respect to the delivery terms or in any other documents or written or oral communications exchanged between the parties, Charges include but are not limited to any tariff or similar tax or charge imposed by any governmental entity in connection with the importation, manufacture, and installation the Goods or the materials incorporated into the Goods. Buyer shall pay all such Charges in full or shall reimburse Seller for any such Charges paid by Seller together with any penalties, interest, and additions thereto incurred by Seller as a result of Buyer's failure pay any invoice for such Charges in accordance with Section 4.

**3. SCOPE OF GOODS AND SERVICES.** Goods and Services provided by Seller pursuant to a Quotation or a Purchase Order are limited exclusively, at the express request of Buyer, to the Goods and Services expressly identified in such Quotation and, to the extent applicable, further limited by the terms, conditions, limitations and disclaimers set forth in any report derived from Seller's provision of Services. As a result, Seller does not assume responsibility and/or liability for the failure to provide any other Goods and Services and Buyer assumes all responsibility and liability with respect to Buyer's decision to whether or not to purchase certain Goods and Services identified in the Quotation. Unless specifically agreed in writing signed by both Buyer and Seller or otherwise set forth in a Quotation, inspection services provided by Seller are limited to the visual observation of readily observable items that are safely and conveniently accessible without dismantling, in whole or in part, the object under inspection. Modifications, additions or deletions to or from the scope referenced in a Quotation whether set forth in a Purchase Order or otherwise shall only be effective if evidenced in writing signed by Seller and the sale of any and all Goods and Services affected by such modification, addition or deletion shall be subject to these Terms and Conditions whether or not referenced therein. All sales Goods and Services are final.

**4. PAYMENT TERMS.** Unless otherwise provided in the Quotation or agreed in a writing signed by both Buyer and Seller, all Seller invoices shall be paid by Buyer within fifteen (15) days of the date of invoice. If Buyer fails to timely pay invoices, Seller shall be entitled to suspend performance of all Services and deliveries of Goods and issue a late charge equivalent to the lesser of one and one half percent (1 1/2%) per month (eighteen percent (18%) per annum) or the maximum rate allowed by law on all unpaid invoices or invoices not paid in accordance with these Terms and Conditions. Buyer shall reimburse Seller for all expenses, regardless of their nature or type (including attorneys' fees), related in any way to Seller's collection of invoices not paid in accordance with these Terms and Conditions or otherwise incurred by Seller in the enforcement of these Terms and Conditions. Buyer shall make progress payments as stated in the applicable Quotation or otherwise agreed to in a writing signed by Buyer and Seller. Buyer shall have no right to offset any amounts due Seller by any payment or other obligation which Seller or any of its affiliates may owe to Buyer.

**5. CANCELLATION**. Any agreement for the purchase and sale of Goods and/or Services may be cancelled by Seller (in whole or in part) at any time and without advance notice if (a) Buyer fails to strictly comply with the terms governing the agreement, (b) Buyer becomes insolvent, appoints or has appointed a receiver, or makes an assignment for the benefit of creditors, (c) to the extent permitted by law, a petition in bankruptcy or insolvency is filed by or against Buyer, or (d) Seller requests and is unable to secure acceptable payment assurances from Buyer for the Goods and Services identified in such agreement, or (e) amounts due Seller by Buyer are unpaid past the due date therefor. Upon cancellation of an agreement, Buyer shall be obligated to pay to Seller the price for all Services performed to date and all Goods that are or can be completed and shipped within thirty (30) days of the date of cancellation, all special tooling for which commitments have been made by Seller, and all of Seller's costs, expenses and reasonable profit for work in process as of the date of cancellation.

Seller may also cancel (in whole or in part) any agreement for the purchase and sale of Goods and/or Services for convenience upon written notice of at least thirty (30) days. Buyer shall be obligated to pay Seller the price for all Services performed as of the date of cancellation and all Goods that are or can be completed and shipped prior to the date of cancellation. Upon cancellation, Seller shall have no further obligation to Buyer.

**6. CREDIT APPROVAL**. All sales of Goods and Services are subject to Buyer credit approval by Seller. Seller reserves the right to refuse shipment or provision of any and all Goods and Services identified in any Quotation, Purchase Order or other agreement between Buyer and Seller and/or modify the payment terms identified therein or in Section 4 hereof.

**7. DELIVERY TERMS AND DELAYS**.

**a. Risk of Loss/Title.** Unless otherwise identified in a Quotation, all shipments of Goods are F.C.A. Seller's plant, warehouse or dock, as defined by Incoterms® 2020, and all risk of loss with respect to any Goods shipped shall pass to Buyer when such Goods are delivered to the carrier at such plant, warehouse or dock. Title to Goods shall transfer to Buyer upon Seller's receipt of payment in full for all Goods and Services provided pursuant to a Quotation, Purchase Order or other agreement between Buyer and Seller.

**b. Delivery.** All dates for the shipment and/or delivery or provision of Goods and Services are approximate. Delivery and shipping schedules shall be computed no earlier than from the later date that Buyer accepts a Quotation or Seller accepts a Purchase Order from Buyer, or in the case of special items, from the date Seller receives all information necessary to proceed. Delivery and shipping schedules will be confirmed by Seller following Seller's acceptance of a Purchase Order. Seller shall not be liable for delay in or failure to make shipment and/or delivery of Goods or commencement, performance or completion of Services by any identified date for any reason whatsoever. In the event of any delay for any reason (aside from delays caused by Buyer) the parties shall agree upon a new date for the shipment and/or delivery of Goods and/or commencement, performance or completion of Services. In the event of any delay caused by Buyer, Buyer shall pay Seller for all costs and expenses incurred by Seller related to such delay. Buyer hereby acknowledges and agrees that (i) Seller and its personnel may, at its and their sole discretion, use a portable/handheld/cellular electronic device and software in connection with the Services, and (ii) any signature of Buyer and/or its employee or representative using, applied to, or on such device shall be deemed to be Buyer's written signature acknowledging Buyer's acceptance and Seller's delivery of the Services.

**c. Freight Charges.** Any reference to freight charges contained in a Quotation is an estimate. Seller is not responsible for any differences that may occur between freight estimates contained in a Quotation and actual freight charges applicable at the time of shipment, and Buyer shall incur and be responsible for all costs associated therewith.

**d. Export/Packaging**. Goods shall be packaged in accordance with Seller's standard procedures for transportation under normal conditions. Unless otherwise identified in a Quotation, quoted prices do not include the cost for export or special packaging of Goods, and Buyer shall assume and be responsible for those extra costs associated with such export and packaging.

**e. Cost of Goods.** Notwithstanding anything to the contrary, Buyer shall be responsible and pay for all cost increases charged to Seller between the date of Quotation and the date that Seller places orders for the Goods or materials incorporated into the Goods provided by Seller, including but not limited to steel and aluminium.

**f. Site Condition.** Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 7.f. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

**g. Returns.** Goods that are spare or replacement parts ("Spare Parts") may only be returned (i) within thirty (30) days of purchase, (ii) after authorization of Seller, and (iii) in new and unused condition. Returned Spare Parts must be shipped prepaid by Buyer. Buyer will be charged a restocking charge of twenty-five percent (25%) for all returned Spare Parts. Goods and Spare Parts that are custom made for Buyer and/or ordered specifically for Buyer and are not stocked by Seller and any Goods that do not constitute Spare Parts may not be returned by Buyer.

**8. SECURITY INTEREST.** Buyer hereby grants Seller a security interest in the Goods to secure the unpaid balance of the price and all other obligations of Buyer to Seller however arising. Buyer authorizes Seller to file all necessary financing statements and other similar documents required to perfect the security interest granted herein and irrevocably grants Seller a power of attorney to execute any documents on behalf of Buyer relating thereto.

**9. WARRANTIES.**

**a. Goods/Spare Parts manufactured by Seller and/or its affiliates ("Seller Products") and Goods/Spare Parts manufactured by parties other than Seller and/or its affiliates ("Third Party Products").** Unless otherwise agreed in a writing signed by Buyer and Seller, the sale and provision of any and all Seller Products, either as a result of Seller Products that are incorporated into Services provided pursuant to a Quotation, Purchase Order, or other agreement between Buyer and Seller, or are purchased independently from the provision of any Services, are conditioned upon, and subject to Seller's Standard Warranty for such Seller Product in effect on

the date of sale (incorporated by reference as if fully rewritten herein and a copy of which is attached to the Quotation or is available at www.konecranes.com.mx or upon request of Buyer). Repair and replacement of Seller Products provided pursuant to the Standard Warranty does not extend the original warranty provided with any Seller Products at the time of sale. Notwithstanding anything to the contrary in any verbal order or Purchase Order, any verbal order or Purchase Order issued by Buyer to confirm any purchase of Goods and/or Services or receipt of any of the Goods identified in a Quotation shall serve as conclusive proof that Buyer has reviewed and agrees to be bound by the terms of Seller's Standard Warranty. Third Party Products are not warranted by Seller. Third Party Products may be warranted separately by their respective manufacturers and Seller shall, to the extent possible, assign to Buyer whatever rights Seller may obtain under any such warranties.

**b. Services.** Seller warrants that all Services performed by Seller will conform in all material respects to the description of Services identified in a Quotation and will be performed in a good, workmanlike manner. All claims for breach of this warranty for Services performed by Seller must be brought by Buyer within six (6) months of the date of Seller's performance of such Services; provided, however, Buyer shall notify Seller of any alleged warranty claims within seventy two (72) hours of Buyer's discovery thereof. Buyer's failure to comply with the terms of this procedure shall void the warranty in this Section 9.b. Seller does not warrant services provided by any third party. Buyer's sole and exclusive remedy for Seller's breach of the warranty in this Section 9.b. for Services performed by Seller shall be the reperformance of such Services by Seller. Buyer acknowledges and agrees that Seller shall have no liability for loss of use or downtime, lost profits, or any indirect, incidental, or consequential damages arising from Seller's breach of this warranty for Services.

**c. Inherent Defects.** To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Quotation, Purchase Order, or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such remanufacturing, refurbishment, modernization, and/or modification services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.

**d. Non-Transferable.** The express warranties of Seller set forth herein are limited to and only for the benefit of Buyer and are not transferable or assignable by Buyer without the prior written consent of Seller.

**THE FOREGOING WARRANTIES REPRESENT THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER TO BUYER WITH RESPECT TO THE GOODS AND SERVICES AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE. BUYER HEREBY WAIVES ANY CLAIM THAT ANY EXCLUSIONS OR LIMITATIONS OF ANY WARRANTY PROVIDED BY SELLER DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ITS AGREEMENT WITH SELLER TO FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**

**10. LIMITATION OF DAMAGES. SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY END USER OF GOODS OR SERVICES PROVIDED UNDER A QUOTATION, PURCHASE ORDER, OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER WITH RESPECT TO THE SALE OF GOODS OR PROVISION OF SERVICES FOR LOST PROFITS, LOSS OF USE OR DOWNTIME, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH LOST PROFITS, LOSS OF USE OR DOWNTIME, OR DAMAGES. SELLER'S AGGREGATE AND TOTAL LIABILITY FOR ALL AMOUNTS AND DAMAGES OF ANY NATURE WHATSOEVER TO BUYER AND ANY END USER OF GOODS OR SERVICES PROVIDED UNDER A QUOTATION, PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER SHALL BE LIMITED TO AND IN NO EVENT SHALL EXCEED THE TOTAL PRICE PAID BY BUYER FOR SUCH GOODS AND SERVICES. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.**

**11. CONFIDENTIALITY; LICENSE.** Without limitation, Buyer shall not, at any time disclose to any other person or entity any information provided to Buyer relating to the business of Seller including without limitation, plans and specifications and any other inventions, devices, formulas, processes, programs, software, listings, print-outs, documentation, notes, charts, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, policies, techniques, trade practices, accounting methods, methods of operation or other data that Seller considers confidential, and trade secrets of every kind relating to Seller's business, whether or not patentable or copyrightable. Such information shall remain the exclusive property of Seller and shall be destroyed or returned to Seller upon request at any time. Further, these Terms and Conditions do not constitute a license or authorization of any kind for Buyer to use any of the trademarks or trade names owned or licensed by Seller. Buyer hereby grants to Seller a worldwide, irrevocable, royalty-free, non-exclusive license to collect, store and use any data collected by Seller during the performance of any inspection and/or other Services or through a Data Connection (as defined below) for any internal purposes of Seller, including but not limited to research and development. For the avoidance of doubt, notwithstanding anything in this or any other oral or written agreement between the parties to the contrary, nothing contained herein or therein shall be construed as transferring from Seller to Buyer any patent, trademark, copyright or other intellectual property rights (regardless of their nature or type) relating to the Goods, materials, equipment or other goods, tangible or intangible covered herein, and all such rights are hereby expressly reserved by Seller.

**12. INDEMNIFICATION; WAIVER OF IMMUNITY. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER. MOREOVER, BUYER WAIVES ANY REQUIREMENT SET FORTH BY THE STATUE OF FRAUDS OR OTHERWISE, THAT THESE INDEMNIFICATION OBLIGATIONS MUST BE SIGNED BY BUYER AND/OR SELLER AND REPRESENTS THAT BY ISSUING A PURCHASE ORDER, SIGNED OR OTHERWISE, AND/OR ACCEPTING THE GOODS OR SERVICES, BUYER EXPRESSLY CONSENTS TO THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN.**

**13. MANUALS.** To the extent a manual is to be delivered to Buyer for Goods (applicable exclusively to those Goods where such a manual is produced) Seller will provide one digital or paper copy of such Manual to Buyer at no additional cost and for each additional manual requested by Buyer, Seller reserves the right to assess an additional charge, per manual. Each manual produced by Seller is a confidential, proprietary, and copyrighted document and may not be transferred, copied, published, or reproduced in any manner or form without prior written agreement of Seller. Such agreement is at the sole discretion of Seller and Seller may revoke the same at its discretion at any time.

**14. DATA COLLECTION.** The Goods purchased by Buyer may have functionality through an included monitoring unit that monitors and records data related to certain aspects of equipment usage ("Monitoring Unit") and a data connection that transmits such data related to certain aspects of equipment usage ("Data Connection"). Buyer acknowledges and agrees that the Monitoring Unit and Data Connection may be activated by Seller, Buyer, or another party immediately upon or at any time following installation of Goods and the data collected will be transmitted to and collected by Seller or its affiliates through the Data Connection. Buyer, on behalf of itself, any end user of Goods ("End User") and any individual identified or identifiable by Goods usage data, hereby consents to the collection, storage and use by Seller of such information and agrees that Seller's collection of such information may continue until such time that Buyer or End User (a) if applicable, terminate its agreement to receive and/or purchase remote monitoring services from Seller or its affiliates, or (b) otherwise directs Seller in writing to deactivate the Data Connection (provided, however, Buyer hereby acknowledges and agrees that deactivation of the Data Connection may not be immediate and Seller will use its commercially reasonable best efforts to deactivate the Data Connection as promptly as possible). Buyer further accepts and agrees that Seller shall not actively monitor or inspect any Goods or Goods usage data or other information that is generated, collected or stored by a Monitoring Unit incorporated into any Goods and/or transmitted through the Data Connection. Regardless of the nature of information collected by Seller, Buyer acknowledges and agrees that Seller shall have no obligation to alert or notify Buyer of any information collected by Seller except as specifically set forth in a separate agreement between Seller and Buyer and, unless and until Buyer has agreed to purchase or receive remote monitoring services offered by Seller, Seller shall be under no obligation to provide any Goods data to Buyer.

**15. SELLER CUSTOMER PORTAL AND CUSTOMER APP.** Seller may provide Buyer with access to an internet-based portal and/or software application(s) ("Seller Customer Portal") that may be accessed and/or downloaded and installed from the relevant application stores (Customer App"). Buyer shall act in strict compliance with the applicable terms of use of the Seller Customer Portal and Customer App which shall be available in the Seller Customer Portal and Customer App and/or provided to Buyer upon request. **BUYER EXPRESSLY ACCEPTS AND AGREES THAT THE SELLER CUSTOMER PORTAL AND CUSTOMER APP SHALL BE PROVIDED "AS IS" AND ON AN AS-AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, MADE IN RELATION TO THE CORRECTNESS, ACCURACY OR RELIABILITY OF THE SELLER CUSTOMER PORTAL AND CUSTOMER APP. SELLER DOES NOT WARRANT THAT (I) THE SELLER CUSTOMER PORTAL AND CUSTOMER APP OR ANY RELATED DATA TRANSFERS OR SERVERS THAT MAKES THE SERVICE AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR WILL BE UNINTERRUPTED, UNDISRUPTED, OR ERROR-FREE, OR (II) THE SELLER CUSTOMER PORTAL AND CUSTOMER APP WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF ANY GOODS.** Seller reserves the right to revise or modify the Seller Customer Portal and Customer App and the contents and features thereof or deny access to them at any time. The provisions of this Section 15 are in addition to and not in lieu of any terms of use associated with Buyer's use of the Seller Customer Portal and Customer App.

**16. NON-DESTRUCTIVE TESTING.** To the extent applicable, the scope and performance of any inspection by Seller as all or part of the Services utilizing Magnetic Particle Testing (MT), Magnetic Rubber Testing (MRI) and/or Liquid Penetrant Testing (PT), and the preparation of

the report derived therefrom, are limited to the detection of exposed surface flaws no less than 150 nanometers in diameter. MT, MRI, and PT are highly sensitive to external conditions and to the characteristics of the inspected material, component, or assembly and Contaminations on inspected surfaces may mask actual defects. As such, notwithstanding the performance of any such inspection by Seller and regardless of any representation made to the contrary, including the inspection report prepared by Seller, latent, sub-surface, and/or covered surface flaws may exist on the subject material on the date of inspection, and Buyer is hereby notified of the potential existence thereof, and Buyer retains and/or assumes all risk associated therewith.

**17. DISCLAIMER (Inspection Services and/or Preventive Maintenance Programs).** Notwithstanding any representation made by any party to the contrary in any other verbal or written communication, the performance by Seller of any equipment (or component) inspection as all or part of the Services under a Quotation, Purchase Order or any agreement between Buyer and Seller and the preparation of the report derived therefrom are conditioned upon and evidence of Buyer's acknowledgment and acceptance of the following additional terms, conditions, and disclaimers:

**a.** At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Quotation that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, including the inspection report prepared by Seller, latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection. Buyer is hereby notified of the potential existence thereof, and Buyer retains and/or assumes all risk for such defects. The use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.

**b.** The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by Seller setting forth the results of an inspection or the making available of such report to Buyer in any electronic portal or platform that is accessible to Buyer constitutes delivery to and acknowledgment of receipt by Buyer of such report.

**c.** The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment or cease use of the equipment as recommended by Seller, lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment. Buyer retains and/or assumes all risk for failing to follow Seller's recommendations.

**d. SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 17.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 17.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 17.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 16.**

**18. NON-SOLICITATION.** Buyer agrees, on behalf of itself and its parents, subsidiaries, affiliates, successors and assigns, that during Seller's performance of any Services and for a period of one (1) year thereafter, Buyer shall not directly or through others solicit, entice, approach, or offer employment to any employee of Seller. For purposes of this section the term "employee of Seller" means any individual actively employed by Seller at the later of the time a Quotation for the Services is accepted by Buyer, a Purchase Order for the Services is accepted Seller, or a separate agreement for such Services is entered into by Buyer and Seller. Nothing herein shall be interpreted as limiting Buyer from making any general solicitation for employment that is not specifically directed at any employee of Seller or hiring any employee of Seller who responds to any such general solicitation.

**19. APPROVAL DRAWINGS.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time or, if required, the time required by Seller, shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. **TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.**

**20. COMPLIANCE WITH LAWS; EMBARGOES AND ECONOMIC SANCTIONS COMPLIANCE.** Buyer shall at all times comply with all federal, state, local and provincial laws, ordinances, regulations, and orders that are applicable to the Goods and Services provided by Seller and its performance hereunder.

Buyer represents and warrants that Buyer: (i) is and shall remain in compliance with all laws administered by the United States Office of Foreign Assets Control and any other applicable governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, entities and persons (collectively, "Embargoed Targets"); (ii) is not an Embargoed Target or otherwise subject to any Economic Sanctions Law; and (iii) shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not (a) directly or indirectly export, re-export, transship or otherwise deliver any Goods and Services provided by Seller or any portion of such Goods and Services to an Embargoed Target, (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law, (c) directly or indirectly export, re-export, transship or otherwise deliver any Goods or Services (including spare parts) to Russia or Belarus or for use in Russia or Belarus, or (d) circumvent the prohibitions in this Section in any manner. If Buyer learns or has a reason to believe that Buyer has violated this Section 20, Buyer shall immediately notify Seller. Buyer shall maintain all documentation required to demonstrate compliance with this Section and shall provide the same to the Seller without delay at Seller's reasonable request. This record keeping obligation of Buyer shall continue for the longer of five (5) years from Seller's completion of the Goods and Services or as otherwise required by law.

**BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES, LIABILITIES, FINES, INVESTIGATIONS, PENALTIES, LOSSES, AND EXPENSES OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL GOVERNMENTAL ACTIONS AND/OR SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF BUYER'S BREACH OF THIS SECTION 20.**

**21. PROCESSING OF PERSONAL DATA.**

**a. Processing.** Seller hereby informs Buyer that certain "Personal Data," as that term is used or defined in applicable law or regulation, relating to Buyer may and will be collected by Seller as a "Controller" for the purpose of supplying the Goods and/or Services, complying with applicable laws and regulations, including tax and accounting laws, as well as for other purposes in accordance with Seller Personal Data processing information, available at https://www.konecranes.com/data-protection-customer or upon request of Buyer. Controller shall mean controller as such term is used or defined in applicable law or regulation.

Buyer accepts the foregoing and confirms that providing data is necessary for performance of the obligations of Seller and managing the contractual relationship and accepts an obligation to inform its employees and other representatives about the handling of Personal Data by Seller as a Controller.

**b. Processing Related to Customer App.** In case Buyer is provided with access to the Customer App, Buyer (as a Controller) appoints Seller (as a "Processor," as that term is used or defined by applicable law or regulation) to process Buyer Personal Data for the purposes of providing access to and use of the Customer App as further specified below.

If and only to the extent Seller acts as a Processor on behalf of Buyer as set forth in this Section 21.b. and processes Buyer Personal Data, then Seller's Processing of Personal Data Addendum shall apply and be incorporated by reference as if fully rewritten herein and a copy of which is available at www.konecranes.com.mx or upon request of Buyer.

**22. SURVIVAL.** Each section hereof intended for the benefit of Seller shall survive the delivery of the Goods and/or expiration, termination or completion of the Services.

**23. ENTIRE AGREEMENT.** Unless otherwise specifically agreed in writing signed by both Buyer and Seller, these Terms and Conditions together with all documents incorporated herein by reference represents the entire agreement between Seller and Buyer with respect to Goods and Services purchased and sold pursuant to a Quotation, Purchase Order or other agreement between Buyer and Seller. **THESE TERMS AND CONDITIONS AND THE PRICES SET OUT IN A QUOTATION SPECIFICALLY RECOGNIZE THE ALLOCATION OF THE RISKS OF PERFORMANCE OF THE PARTIES AS WELL AS THE LIMITATION OF LIABILITY AND DAMAGES AND THE RECOVERY OF COLLECTION COSTS, AND THE PARTIES EXPRESSLY AGREE THAT THESE LIMITATIONS ON REMEDIES, RESPONSIBILITY FOR COLLECTION COSTS, AND OBLIGATIONS TO INDEMNIFY ARE ESSENTIAL PARTS OF THE AGREEMENT BETWEEN THEM AND ARE SPECIFICALLY BARGAINED FOR.** Any Purchase Order or other document issued by Buyer shall be deemed to (i) be solely for the record keeping convenience of Buyer, and (ii) confirm these Terms and Conditions and

not add to, delete from, or otherwise change or modify these Terms and Conditions or those contained in a Quotation.

**24. SEVERABILITY.** The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any portion of these Terms and Conditions shall be determined to be invalid or unenforceable, that portion shall automatically be modified to the extent necessary to make it valid. Notwithstanding the foregoing, such determination of invalidity or unenforceability shall not affect any other portion of these Terms and Conditions and such other portions shall remain in full force and effect.

**25. GOVERNING LAW; JURISDICTION.** The validity, interpretation, performance under, and any controversy arising out of or related to these Terms and Conditions, a Quotation, the provision of Goods and/or services thereunder, or any contract between Seller and the Buyer shall be construed and governed by the laws of Mexico, notwithstanding conflicts of law principles. Any action arising from or related to these Terms and Conditions, a Quotation, the provision of Goods and/or services thereunder, or any contract between Seller and the Buyer shall be instituted and litigated in Mexico City, Federal District. Seller and Buyer hereby irrevocably consent to the jurisdiction of the courts of Mexico City, Federal District. The rights and obligations of Seller and Buyer will not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods; rather these rights and obligations will be governed by the laws of Mexico.

**26. WAIVER.** Except as may be otherwise provided herein, no waiver by either party of any breach of any term or condition of these Terms and Conditions shall be deemed a waiver of any other breach and no delay in enforcement of rights by either party will be deemed a waiver, and either party's failure to object to any provision contained in any communication from the other party shall not be deemed an acceptance thereof or a waiver of any of these Terms and Conditions.

**27. NUCLEAR LIABILITY.** In the event that the Goods and Services provided by Seller and/or otherwise identified in these Terms and Conditions or in a Quotation, Purchase Order or any other agreement between Buyer and Seller are provided, used, or otherwise employed in, on or around a facility generating and/or otherwise employing in any manner nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance, the terms and conditions of the Seller Nuclear Liability Addendum (Revision 12.31.2012) incorporated by reference as if fully rewritten herein and a copy of which is attached to the Quotation or is available at www.konecranes.com.mx or upon request of Buyer.

**28. ENGLISH LANGUAGE**. Buyer and Seller confirm that these Terms and Conditions and each Quotation, Purchase Order or any other agreement between Buyer and Seller as well as all other deliverables and documents relating to these Terms and Conditions and each Quotation, Purchase Order or any other agreement between Buyer and Seller, including notices, be drawn up in English only. El Comprador y el Vendedor confirman que estos Términos y condiciones y cada Cotización, Pedido o cualquier otro acuerdo entre el Comprador y el Vendedor así como todos los demás resultados y documentos relacionados con estos Términos y condiciones y cada Cotización, Pedido o cualquier otro acuerdo entre el Comprador y el Vendedor, incluidos los avisos, se redactarán únicamente en inglés.