STANDARD TERMS AND CONDITIONS OF SALE (PARTS)

1. APPLICABILITY. The sale of any and all Seller goods and/or services 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 its goods and/or 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is expressly made subject to these Terms and Conditions and none of the Terms and Conditions may be added to, modified, superseded or otherwise altered except as revised in writing by Seller. All orders for goods and/or 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. Seller hereby objects to any terms and conditions which may be found in any purchase order, release order, or any other form issued by Buyer 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/or services identified in a Quotation. If less than the entire scope of goods and/or services identified in a Quotation is ordered by Buyer, prices may vary. Buyer shall pay Seller to the extent of services provided, or for the quantity of goods shipped and/or services provided should Seller be unable for any reason to provide and/or ship the entire scope of goods and/or services identified in a Quotation. Prices quoted by Seller are exclusive of all taxes (except taxes levied on Seller's income) including federal, state, provincial and local use, sales, property or similar taxes, and Buyer shall pay all such taxes in full or shall reimburse Seller for any such taxes paid by Seller.

3. SCOPE OF GOODS AND SERVICES. The goods and/or services provided by Seller pursuant to a Quotation are limited exclusively, at the express request of Buyer, to the goods expressly identified in such Quotation. As a result, Seller does not assume responsibility and/or liability for the failure to provide any other goods and/or services. Modifications, additions or deletions to or from the scope referenced in a Quotation shall only be effective if evidenced in writing signed by Seller and the sale of any and all goods and/or services affected by such modification, addition or deletion shall be subject to these Terms and Conditions whether or not referenced therein. All sales are final.

4. MINIMUM CHARGE. All services and/or goods supplied by Seller are subject to a one hundred dollar (USD $100.00) (or the local currency equivalent) minimum charge. If the total quantity of services and/or goods purchased by Buyer (excluding freight charges) results in a charge of less than one hundred dollars (USD $100.00) (or the local currency equivalent) Seller reserves the right to charge Buyer the difference between the price of the services and/or goods purchased and one hundred dollars (USD $100.00) (or the local currency equivalent) as an additional charge for the services and/or goods purchased.

5. PAYMENT TERMS. Unless otherwise provided in the Quotation, 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 all work and deliveries 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. Unless otherwise provided in a Quotation, for all goods and/or services with a Quotation or purchase order price in excess of thirty thousand dollars (USD $30,000.00) (or the local currency equivalent), Buyer shall pay a deposit in the amount of fifty percent (50%) of the price (due upon Seller's receipt of Buyer's purchase order). 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.

6. CANCELLATION. A purchase order may be cancelled by Seller (in whole or in part) at any time if (a) Buyer fails to strictly comply with the terms governing the order, (b) Buyer becomes insolvent, appoints or has appointed a receiver, or makes an assignment for the benefit of creditors, (c) a petition in bankruptcy or insolvency is filed by or against Buyer, (d) Seller requests and is unable to secure acceptable payment assurances from Buyer for services and/or goods identified in Quotation or purchase order or, (e) amounts due Seller by Buyer are unpaid. Upon cancellation of a purchase order, Buyer shall be obligated to pay to Seller the price for all services performed to date and all goods that 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.

7. CREDIT APPROVAL. All orders are subject to Buyer credit approval by Seller. Seller reserves the right to refuse shipment or provision of any and all goods and/or services identified in any Quotation or purchase order and/or modify the payment terms identified therein or in Section 5 hereof.

8. DELIVERY TERMS AND DELAYS. Unless otherwise identified in a Quotation, all shipments of goods are F.C.A. Seller's plant, warehouse or dock, as defined by Incoterms® 2010, 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 services and goods provided pursuant to a Quotation and/or purchase order.

a. Delivery. All dates for the shipment and/or delivery of goods and/or for the provision of services are approximate. The delivery and shipping schedules shall be computed no earlier than from the date Seller accepts the purchase order, or in the case of special items, from the date Seller receives all information necessary to proceed and 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, regardless of the cause, 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.

b. 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.

c. Packaging. 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.

d. Cost of Goods. Unless otherwise stated in a Quotation, Buyer shall pay all cost increases Seller is assessed for materials incorporated into services and/or goods, including but not limited to steel, copper, and fuel surcharges, to the extent such increases exceed any estimated costs used by Seller to develop a Quotation by ten percent (10%) and which occurs subsequent to the issuance of a Quotation, but prior to the provision of the services and/or delivery of the goods.

e. 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 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 the goods and/or perform any services related to Buyer's failure to comply with this provision. Seller in no way warrants the sufficiency of the site where the services are performed and/or goods are to be delivered, installed and/or used.

f. Returns. Goods may only be returned only (i) within thirty (30) days of purchase, (ii) after authorization of Seller, and (iii) in "as new" condition. Returned goods must be shipped prepaid by Buyer. Buyer will be charged a restocking charge of 25% for all returned goods. Goods that are custom made for Buyer and/or ordered specifically for Buyer and are not stocked by Seller may not be returned.

9. 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.

10. WARRANTIES. The sale of any and all goods manufactured by Seller ("Seller Products") 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.cl or upon request of Buyer). Notwithstanding anything to the contrary in any verbal and/or written purchase order, release order or other form issued by Buyer, any verbal and/or written purchase order, release order or other form issued by Buyer to confirm any order issued pursuant to a Quotation 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. Any warranty of Seller is limited to and only for the benefit of Buyer and is not transferable or assignable by Buyer without the prior written consent of Seller. Products manufactured by manufacturers other than Seller and/or its affiliates ("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. Repairs and replacements shall not extend the original warranty provided with the goods at the time of sale as stated in Seller's Standard Warranty. **WARRANTY OF DEFECTIVE OR INCORRECT PARTS IS LIMITED TO REPLACEMENT OF THOSE PARTS. SELLER DOES NOT ACCEPT ANY LABOR COSTS UNDER ANY CIRCUMSTANCES.**

SELLER'S STANDARD WARRANTY REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER TO BUYER WITH RESPECT TO THE GOODS PROVIDED UNDER A QUOTATION 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 OR FITNESS FOR A PARTICULAR PURPOSE. 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.

11. LIMITATION OF DAMAGES. SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY END USER OF GOODS OR SERVICES PROVIDED UNDER A QUOTATION WITH RESPECT TO THE SALE OF GOODS OR PROVISION OF SERVICES UNDER A QUOTATION FOR LOST PROFITS OR FOR SPECIAL, 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 OR DAMAGES. SELLER'S DIRECT DAMAGES ARE LIMITED TO THE CONTRACT PRICE AND IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY END USER OF GOODS OR SERVICES PROVIDED UNDER A QUOTATION FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID BY BUYER FOR GOODS AND/OR SERVICES REFERENCED IN A QUOTATION.

12. CONFIDENTIALITY; LICENSE. Without limitation, Buyer shall not, at any time disclose to any other person or entity any information provided to Buyer by, and 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 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 through a Data Connection (as defined below) for any internal purposes of Seller, including but not limited to research and development.

13. 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, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), 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 AND RELATING IN ANY WAY TO THE GOODS AND/OR SERVICES PROVIDED UNDER A QUOTATION 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.

14. MANUALS. To the extent a manual is delivered to Buyer with goods (applicable exclusively to those goods where such a manual is produced), Seller reserves the right to assess a charge, per manual, for each additional manual requested by Buyer. Each manual produced by Seller is a confidential, proprietary and copyrighted document and may not be 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.

15. DATA COLLECTION. The goods purchased by Buyer may have functionality through an included data connection ("Data Connection") that monitors, transmits and records data related to certain aspects of equipment usage. Buyer acknowledges and agrees that the Data Connection may be activated by Seller, Buyer or another party immediately upon or at any time following installation of goods or equipment 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 equipment ("End User") and any individual identified or identifiable by equipment 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 terminate its agreement to receive and/or purchase remote monitoring services from Seller or its affiliates (if applicable) or 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 equipment or equipment usage data or other information that is generated by using a condition monitoring unit incorporated into any equipment and/or transmitted and collected 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 equipment usage data to Buyer.

16. 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/or services provided by Seller and its performance hereunder, except to the extent that failure to comply therewith could/would not, in the aggregate, reasonably be expected to have a material adverse effect on its business or its ability to comply with its obligations under these Terms and Conditions.

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 or 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/or services provided by Seller or any portion of such goods and/or services to an Embargoed Target, or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER OR ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES LIABILITIES, FINES, 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 16.

17. SURVIVAL. Each section hereof intended for the benefit of Seller shall survive the delivery of the goods or expiration or termination of the Services outlined in a Quotation.

18. ENTIRE AGREEMENT. These Terms and Conditions and the applicable Quotation, together with Seller's Standard Warranty incorporated herein by reference, represent the entire agreement between Seller and Buyer. **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.

19. 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 this 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.

20. GOVERNING LAW; JURISDICTION. 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 Chile. 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 the Ordinary Courts of Law of Santiago. 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 Chile.

21. WAIVER. No waiver by Seller of any breach of any term or condition of these Terms and Conditions shall be deemed a waiver of any other breach. No delay in enforcement of rights by Seller will be deemed a waiver, and Seller's failure to object to any provision contained in any communication from Buyer shall not be deemed an acceptance thereof or a waiver of any of these terms and conditions.

22. NUCLEAR LIABILITY. In the event that the goods and/or services provided by Seller and/or otherwise identified in these Terms and Conditions or in a Quotation 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.cl or upon request of Buyer.

23. 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. Further, contaminations on the inspected surface 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.

24. ENGLISH LANGUAGE. Buyer and Seller confirm that it is their wish that these Terms and Conditions and each Quotation as well as all other documents relating to these Terms and Conditions and each Quotation, including notices, be drawn up in English only. El Comprador y el Vendedor confirman que desean que estos Términos y condiciones y cada uno de los Presupuestos, así como todos los demás documentos relacionados con estos Términos y condiciones y con cada uno de los Presupuestos, incluidas las notificaciones, se redacten únicamente en inglés.