

## GENERAL TERMS AND CONDITIONS

### Zeiss Staplerservice part of Konecranes

These general terms and conditions have been established for legal transactions between companies. If, by way of exception, they are also applied to legal transactions with consumers as defined by article 1 of the Austrian Consumer Protection Act in the Official Gazette 140/79, they shall only be valid if they do not contradict the regulations of the first main section of this law.

#### I. General

1. These terms and conditions are an essential part of each offer and contract. They are valid for all offers made and contracts concluded by the Zeiss Staplerservice GmbH – hereinafter referred to as Zeiss. Furthermore they shall apply for all future business relationships and also be valid if Zeiss does not expressly refer to them in later contracts in the framework of an ongoing business relationship.

Conflicting terms and conditions of the buyer Zeiss did not expressly accept before conclusion of the contract shall not be binding for Zeiss, even if they are not expressly contradicted. They shall also be valid for rented goods and concluded rental contracts.

Zeiss concludes all its contracts exclusively on the basis of these General Terms and Conditions.

2. The legal obligation of the Zeiss company is subject to confirmation of the offer by the company or the signature of the contract.

#### II. Prices

1. The prices are net prices unless expressly stated otherwise. All changes made in the time between tender preparation and tender acceptance are at the expense of the buyer. This applies to price increases of the producer as well as to changes due the exchange rate of the foreign currencies agreed upon with the Euro.

2. All additional costs of the contract such as financing costs, costs for guaranteeing payment by entry in the land registry, fees, interests and the like of it shall be at the expense of the buyer.

#### III. Offers and Orders

1. Tenders prepared by Zeiss are non-binding, especially concerning price, amount, delivery deadline and delivery possibility.

2. Oral acceptance as well as changes of and amendments to a concluded contract require written confirmation by authorized representatives of Zeiss in order to come into effect.

3. Obvious errors or mistakes in offers, order confirmations or invoices may be corrected by Zeiss. Legal claims of the buyer due to information proved to have been given by mistake and evidently conflicting with the rest of the purchasing documents shall be excluded.

#### IV. Information and documents concerning the delivery item

1. Information on the specification of the delivery item as well as documents attached to the offer such as figures, drawings, information on weight and dimensions shall, in case of doubt, only be considered as approximations and be non-binding. Changes of construction and shape performed during the delivery time thanks to the improvement of the technology or due to changes of the legal requirements are reserved if the delivery item hereby is not substantially changed and the modifications are acceptable for the buyer.

2. Zeiss reserves the ownership and copyright of any documents attached to drawings, cost information and other offers. They must not be made available to third parties without Zeiss' explicit consent and be returned on request.

3. Zeiss reserves the right to changes of construction and shape until the delivery which, however, must not affect the interests of the buyer in an unacceptable way.

## V. Terms of Payment

1. In case of exceeding of the payment date and in case of default of payment Zeiss is entitled to charge default interest exceeding the respective base interest rate of the European Central Bank by 8 %. In case of non-compliance with the contract by the buyer Zeiss is entitled to charge either recompense for the suffered damage and missed earnings or a contractual penalty in the amount of 10 % of the purchase price agreed upon.
2. In case of default of payment as well as violation of another contractual provision Zeiss shall be entitled to withdraw from the contract.
3. In case of alleged counterdemands a compensation of the buyer with payment installments or a right of retention of the Buyer are excluded. In particular the Buyer is not entitled to retain payment due to warranty claims or other claims not accepted by Zeiss

## VI. Reservation of Title

1. All objects of purchase shall remain property of Zeiss until fulfillment of all obligations resulting from the contract. As long as the reservation of title exists, any alienation, pawning, protection, conveyance, rental or other cession of the object of purchase without written consent of Zeiss is inadmissible. The buyer declares his / her agreement with all payments he makes being first assigned to repair costs, then to spare part claims, then to interests and other accompanying charges and only in the end to goods under reservation of title.
2. If third parties access the vehicle under reservation of title Zeiss must be informed about it immediately by registered mail.
3. During the time of reservation of title the object of purchase must - on demand of Zeiss - be insured against all risk including fire in the amount of its full value, and transferability of the insurance policies must be restricted to Zeiss.
4. The Buyer is obliged to maintain the object of purchase in proper state during the time of the reservation of title and to have pending repairs carried out immediately and – except for cases of emergency – in the Zeiss repair workshops or in an approved workshop of the producer.

## VII. Deliveries

1. The delivery deadlines, unless expressly agreed to be firm, are non-binding.
2. The delivery period starts to run as soon as the contract comes into effect, but never before the deposit agreed upon or the first installment have been paid.
3. In case of a modification of the order the company Zeiss is entitled to calculate the delivery deadline once again.
4. The company Zeiss is entitled to changes of construction and shape during the delivery period.
5. The indication in the descriptions concerning performance, weight, operating costs, speeds etc. are to be considered as approximations.
6. Scrap resulting from repairs and works on the bodywork becomes property of the Zeiss company without requiring a separate notification of the customer.
7. A claim for damages of the buyer because of non-fulfillment or default is excluded, unless these circumstances have been caused by the producer on purpose or by gross negligence.
8. The shipping company is entitled to withdraw from the contract in case it is informed about any circumstances in the economic situation of the buyer which make the receipt of the payment seem insufficiently secure.
9. Partial deliveries are allowed.
10. If a non-binding delivery date is not met a reasonable deadline must be agreed upon; in case of doubt a four month deadline shall be considered as reasonable.
11. The charging of storage costs until the pick-up or, respectively, return consignment is hereby expressly agreed upon.

## VIII. Fulfillment and Transfer Conditions

1. At the moment of notification of readiness for dispatch by the producer delivery shall be deemed to be fulfilled. The buyer must examine and accept the object of purchase immediately after receiving the notification of availability at the agreed place of acceptance, unless agreed otherwise, on the premises of the supplier. If this acceptance does not take place within eight days the object of purchase shall be considered to have been duly taken over.
2. If the buyer expressly or tacitly waives the right to examination the object of purchase shall be regarded as duly delivered and accepted as soon as it leaves the plant of the producer.
3. All risks, among others the one of accidental destruction, are transferred to the buyer who shall be responsible for the necessary insurance protection himself and at his own expense. At this moment the power of disposition of the object of purchase in terms of § 6 of the Austrian production responsibility law has been transferred to the buyer and thus the object of purchase been put in circulation. Insurance protection is only provided by the producer if and in the extent agreed upon in the particular case. This also applies to vehicles brought for repair from the moment of acceptance until the moment of fulfillment. If a pick-up deadline is set by the producer and the buyer fails to meet it, a garage fee can be charged.
4. Shipment shall take place from the plant of the producer for the account and at the risk of the buyer.
5. For used forklifts points 1 to 4 shall be valid unless another place of acceptance has been expressly determined by Zeiss.
6. For used forklifts the risk is transferred to the buyer, at the latest at the moment of acceptance of the object of delivery on site. Possible return consignments to Zeiss are done at the risk and for the account of the buyer.

## IX. Warranty for New Machines

1. The warranty begins at the moment of the hand-over of the article of sale to the buyer, but not later than 3 months after the date of the invoice of Zeiss.
2. The acceptance of warranty claims is only possible if forwarded to Zeiss in writing within 8 days after detection of the fault. The presumption rule of § 924 of the Austrian Civil Code is excluded. The existence of a defect at the moment of the hand-over has to be proved by the transferee (buyer). The warranty expires if the buyer does not follow the provisions of the producer concerning the handling of the vehicle (instruction manual) and especially if he fails to have the examinations prescribed in the service booklet of the producer carried out properly.

3. The warranty is fulfilled by repair or exchange of the defective parts according to the choice of the producer. All parts replaced under warranty become the property of the producer.

4. In cases of accepted warranty claims a compensation for the defective material is granted at the acquisition price, taking into account the cheapest way of shipment. Costs shall only be paid by Zeiss if the works are carried out by the Zeiss company itself. The delivery item must be handed over to Zeiss for free for the repair period.

5. The warranty includes the entire delivery item except for elements mounted or installed by people other than those working for Zeiss or the producer, tires, batteries, radio broadcasting systems, interphones, measurement equipment not necessary for ordinary operation and any other special facilities required by the original purchaser.

6. The following elements and cases are excluded from warranty:

a) Wear and tear parts such as V-belts, windscreen wiper arms, bulbs, fuses etc. as well as means of maintenance and lubricants, furthermore breakage of glass.

b) Damages due to gross negligence, improper treatment or total loss.

c) Parts or assembly units which have become defective because the allowed total weight, driving torque or axle load have been exceeded.

d) Natural wear and tear and adjustment works as well as damages due to improper storage or transport or use, especially by people who have not been trained for using it.

7. Warranty claims are not accepted if the cause of the damage is due to the fact that

a) the operation, servicing and maintenance provisions have not been followed;

b) means of operation and lubricants have been used or parts have been installed which do not comply with the

regulations established by the producer;

c) modifications of the delivered products have been carried out without prior consent of the producer;

d) the delivered item has not been used in a way corresponding to its ordinary purpose of use;

e) The warranty expires if the object of purchase has been modified by third parties by installation of parts of unknown origin.

Warranty obligation

8. Further warranty claims are excluded, especially those for redhibitory action or price reduction.

X. Warranty for used machines / warranty for repairs carried out

1. There shall be no warranty for used vehicles.