

CAVOTEC GROUP GENERAL CONDITIONS

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PREAMBLE & DEFINITIONS

1. These General Conditions shall apply to any Offer Order for the supply of Products by the Supplier and are incorporated by this reference into the Offer Order and are an integral part of the Offer Order (the General Conditions together with the Offer Order are referred to as the "Contract"). Any changes to the Contract must be agreed in writing.

Wherever the Contract uses the term in writing, this shall mean by document signed by the parties, or by letter, fax or electronic mail.

(a) "Acceptance Tests" shall mean the technical acceptance tests carried out by Supplier in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture and/or as per the Supplier's "Standard Acceptance Test Procedure" or its general practice for the acceptance of the Product, including by reference to the Specifications for the Product and based on the Supplier's "factory acceptance test" or "site acceptance test", as the case may be, as notified by the Supplier in writing to the Purchaser.

(b) "Cavotec Group" shall mean Cavotec S.A., Lugano, Switzerland and its affiliates.

(c) "Offer Order" shall mean the Supplier's offer letter for Product that has been submitted to the Purchaser, including pricing terms and Specifications related to the Product, and has been accepted in writing by the Purchaser.

(d) "Product(s)" shall mean all goods, materials, plant, equipment and services to be provided by the Supplier under the Contract as described in the Offer Order. If any Product is subject to a third party technology license, such Product shall only be supplied subject to an appropriate licence agreement and its terms and conditions shall prevail.

(e) "Purchaser" shall mean the other party to the Contract that is purchasing the Product and "Purchaser Group" shall mean the Purchaser and its affiliates, employees, agents, representatives, subcontractors, customers or other end users of the Products;

(f) "Specifications" shall mean the applicable technical, maintenance, functional and/or operational specifications documentation (including drawings and instructions) for the Products provided by the Cavotec Group.

(g) "Supplier" shall mean the relevant invoicing entity of the Cavotec Group.

(h) "Taxes" shall mean duties, import, export and customs fees, value-added taxes, sales taxes or any other charges or taxes related to the supply of the Products to the Purchaser.

(i) "Warranty Period" shall mean a period of 12 months during which the Products shall be free of substantial defects in material or workmanship and perform in accordance with the Specifications, commencing from the Supplier's written notification of the completion of the Acceptance Tests, unless a different warranty period is specified by the Supplier.

PRODUCT INFORMATION

2. All information and data contained in Supplier's general product documentation, price lists and Specifications, whether in electronic or any other form, are binding.

If the Products contain any software owned by a third party, then the third

party software license terms and conditions shall govern the Purchaser Group's use of the Products and the Purchaser Group shall comply with such third party license terms and conditions.

DRAWINGS AND DESCRIPTIONS

3. If drawings are required, all drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party (including the applicable Cavotec Group member).

Drawings, technical documents or other technical information received by one party (including the applicable Cavotec Group member) shall not, without the written consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the written consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party (other than Cavotec Group members).

4. If drawings are required and form part of the Contract, the Supplier shall, not later than at the date of delivery, provide information and drawings which are necessary to permit the Purchaser to erect, commission, operate, maintain and remove the Product. Such information and drawings shall be supplied in the number of copies agreed upon in writing or at least one copy of each. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

ACCEPTANCE TESTS. MAINTENANCE

5. If acceptance Tests have to be provided for in the Contract, they shall, unless otherwise agreed in writing in the Offer Order, be carried out at the place of manufacture during normal working hours in accordance with the Acceptance Tests for the Product.

6. The Supplier shall notify the Purchaser in writing of the Acceptance Tests in sufficient time to permit the Purchaser to be represented at the Acceptance Tests location. If the Purchaser is not represented, the Acceptance Test report shall be sent to the Purchaser and shall be deemed to have been accepted as accurate. Any Acceptance Test delays which are caused by the Purchaser Group shall be taken into consideration when measuring the total project delivery time and in no event shall such delays result in a penalty or other loss incurred by the Supplier. The payment obligations to the Supplier set forth in the Contract shall remain the same regardless of such delays.

7. If the Acceptance Tests show the Product not to perform substantially in accordance with the Specifications, the Supplier shall take reasonable measures on a timely basis to remedy such deficiencies in order to ensure that the Product substantially performs in accordance with the Specifications.

Unless agreed in the Offer Order, including the pricing for maintenance services, the Supplier shall not perform maintenance services on the Products.

8. The Supplier shall bear all costs for the agreed Acceptance Tests carried out at the place of manufacture. The Purchaser shall however bear all travelling and living expenses for its representatives in connection with such Acceptance Tests as well as any other expenses incurred if the Purchaser requests in writing that the Acceptance Tests be carried out at a different location than the place of manufacture.

DELIVERY, PASSING OF RISK, EXPORT RESTRICTIONS

9.1 Any agreed trade term shall be construed in accordance with the INCOTERMS 2010 in force at the formation of the Contract.

If no trade term is specifically agreed in the Contract, the delivery shall be Ex works (EXW).

If, in the case of delivery EXW, the Supplier, at the written request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.

Partial shipments shall be permitted, unless otherwise agreed in writing.

The Supplier is entitled to charge for and invoice storage costs in case of late pick up from the Purchaser or Purchaser Group members.

9.2 Export Restrictions and Non-Authorised Use

a) Any supply under the Contract shall be subject to any laws and other restrictions on the export, re-export or import of any technology licensed under the Contract as may be imposed from time to time by the European Economic Area ("EEA"), Switzerland, the United States or other country governments or their agencies ("Authorities"). The Purchaser and Purchaser Group members shall not export, re-export or import, directly or indirectly, any such technology licensed from or provided by the Cavotec Group to any country for which the Authorities require an export or import licence or other governmental approval at the time of such export or import, without first obtaining such licence or approval. The Purchaser shall require that all third parties receiving such technology from the Purchaser or Purchaser Group member comply with this requirement.

The Supplier shall assist the Purchaser in every reasonable way in the investigation and clarification of any possible export or import licence requirements and in the obtaining of such licences at the Purchaser's cost.

b) The performance by either of the parties of an obligation under the Contract, which performance requires an export or import licence or other government approval, and any other obligation affected shall, to the extent it is necessary, automatically be suspended until such licence or approval as mentioned in Article 9.2.a is given. If such licence is not granted within a reasonable time or is revoked by the applicable Authorities, the Supplier shall be entitled to terminate the Contract, and the Purchaser shall indemnify, defend and hold harmless the Cavotec Group on demand for any loss or damage which the Cavotec Group may suffer or incur as a result of such termination.

c) Unless agreed in writing by the Supplier, the Product is provided on strict condition that the Product shall not be supplied to any country, whether directly or indirectly, for any application where such supply or application is prohibited by any law or regulation binding or effective in that country, in the EEA, Switzerland, the United States or the country of manufacture.

d) Whenever the Supplier so requests in writing, the Purchaser shall provide the Supplier with an end-user certificate, which shall be on such terms and in such form as the Supplier requires and signed by the end-user confirming that it shall comply with Article 9.2(c). Until such time as the Supplier has received such end-user certificate, the Supplier shall be entitled to suspend the performance under the Contract. The payment obligations to the Supplier shall remain the same regardless of such delays.

e) The end-user certificate shall form part of the Contract. The Purchaser agrees and accepts that it shall be liable for any acts or omissions in relation to the use of the Products (including (without limit) the acts or omissions of the Purchaser and the Purchaser and/or any third party) in breach of any of the provisions set out in Article 9.2.c and further agrees that such a breach shall be deemed a fundamental breach of contract by the Purchaser, and shall entitle the Supplier, among other available legal remedies, to terminate the Contract forthwith by giving written notice to the Purchaser.

f) The Supplier may at its reasonable discretion, without breaching the

Contract, delay, withhold or refuse the provision of Products in any territory or upon any site deemed by the Supplier to be unsafe or unfit for Cavotec Group's personnel, upon written notice of which the parties may agree to reschedule or remove said portion of the Products from the performance of the Contract.

TIME FOR DELIVERY. DELAY

10. Date of delivery must be agreed mutually by both parties in written form. If the parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run on the date notified in writing by the Supplier when (i) payments have been received by the Supplier, (ii) letters of credit or guarantees have been accepted by the Supplier, (iii) required technical approvals or permits have been obtained and (iv) any other pre-conditions for delivery and performance have been fulfilled.

11. If the Supplier anticipates that it will not be able to deliver the Product at the time for delivery and performance, it shall forthwith notify the Purchaser thereof in writing, stating the reason, and, if possible, the time when delivery can be expected.

12. If delay in delivery and performance is caused by any of the circumstances mentioned in Clause 39, by an act of sabotage or vandalism by a third party or by an act or omission on the part of the Purchaser Group, including suspension under Clauses 20 or 42, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case. This provision applies regardless of whether the reason for the delay occurs before or after the delivery date previously communicated to Purchaser.

13. In case of a delay in delivery, the Contract does not entitle the Purchaser to liquidated damages. In case of any agreed liquidated damages to be paid to the Supplier, the liquidated damages shall be payable pro-rata calculated at a maximum rate of 0.5 per cent of the purchase price for each completed week of delay, with a grace period of 1 week. The liquidated damages shall not exceed 5 per cent of the purchase price. The liquidated damages payable to the Supplier are the exclusive remedy of the Supplier due to a delay in delivery.

14. Unless otherwise agreed in writing, the Purchaser shall not have the right to terminate the Contract by notice in writing to the Supplier, even if it is clear from the circumstances that a delay in delivery was the responsibility of the Supplier or was caused for the reasons set forth in Clause 12, unless the Supplier notifies in writing the Purchaser that the delay can not be remedied within a reasonable period of time and other solutions can not be implemented by the Supplier to resolve the problem.

15. Any claims or disputes related to delays arising under this Contract shall be governed by Clauses 12, 37, 38 and 39. If specifically agreed in writing by the parties, then the termination of the Contract with the agreed limited compensation shall be the only remedies available to the Purchaser under the Contract, including in respect to Clause 38 in case of delays caused solely by the Supplier.

16. If the Purchaser anticipates that it will be unable to accept delivery of the Product at the delivery time, it shall forthwith notify the Supplier in writing thereof, stating the reason and, if possible, the time when it will be able to accept delivery.

If the Purchaser fails to accept delivery at the delivery time, it shall nevertheless pay any part of the purchase price which becomes due on delivery, as if delivery had taken place. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser, unless the Purchaser notifies in writing not to do so, in which case the Purchaser shall assume all risk. The Supplier shall also, if the Purchaser so requires in writing, insure for risk of loss the Product at the Purchaser's expense. The amounts of expenses incurred by the Supplier shall be promptly paid by the Purchaser after receipt of Supplier's invoice with supporting documentation.

17. Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Clause 39, the Supplier may by notice in writing require the Purchaser to accept delivery within a final reasonable period, but in any event within a period of 90 calendar days.

If, for any reason for which the Supplier is not responsible, the Purchaser fails to accept delivery within such period, the Supplier may by notice in writing terminate the Contract, in whole or in part. The Supplier shall then be entitled to compensation for the loss it has suffered by reason of the Purchaser's default, including pursue any other available legal remedies, including recovering interest and reasonable legal fees and court costs.

PAYMENT

18. Unless otherwise agreed in writing, the purchase price shall be paid within 30 calendar days (i) with one third at the signing of the Contract and (ii) with one third when the Supplier notifies in writing the Purchaser that the Product, or the essential part of it, is ready for delivery. Final payment shall be made within 30 calendar days when the Product is either (i) picked up by the Purchaser, (ii) the Purchaser receives the Bill of Lading or (iii) the Product is delivered to the designated location or the representative of the Supplier or the Purchaser agreed in the Contract.

If no other payment terms have been agreed in writing between the parties, the payments shall be made within 30 calendar days of the date of the invoice. Time of payment is of the essence of the Contract. The Supplier reserves the right by giving written notice to the Purchaser in case of late payment (i) to suspend the Supplier's performance, including the provision of Products to the Purchaser, where any amounts are overdue under the Contract or under any other contract with the Cavotec Group until all such amounts, including interest due, have been paid or (ii) to terminate the Contract, in whole or in part, and claim compensation for the loss it has suffered, including pursue any other available legal remedies, including recovering interest and reasonable legal fees and court costs. No queries or disputes concerning an invoice will be considered more than 1 calendar days from the date of its issue.

Payment shall be made in the currency in which the purchase price was quoted by the Supplier. The indicator of reference for the foreign exchange rate is the European Central Bank <http://www.ecb.int/stats/exchange/eurofxref/html/index.en.html>. The reference date for the exchange rate shall be the date of the invoice.

19. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been fully and irrevocably credited with the invoiced amount plus any interest or other amounts due, including Taxes. Any Taxes shall be borne and paid by the Purchaser, and if assessed on the Supplier, then the Purchaser shall reimburse promptly the Supplier such Taxes, including if any, penalties, costs, assessments and interest due on late payment of Taxes.

20. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due. The rate of interest shall be as agreed between the parties in writing. If the parties either fail to agree on the rate of interest or nothing is expressly specified in the Contract, it shall be 5 percentage points above the rate of the main refinancing facility of the European Central Bank in force on the due date of payment. The interest will be applied on a monthly basis and will be compounded on a daily basis, and prorated as applicable.

RETENTION OF TITLE

21. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the applicable law. If indicated in the Offer Order, shipment of the Product shall occur after the Supplier has received payment, and title shall thereafter transfer to the Purchaser.

If the Purchaser resells any Products in which payment has not been received by the Supplier and title has not passed to the Purchaser, with respect to the proceeds of such resale only, the resale shall (as between the Supplier and the Purchaser only) be made by the Purchaser as agent for the

Supplier. Supplier shall have the right to recover the resale amount and invoice the Purchaser for the full amount due to the Supplier, including pursue all available legal remedies, including recovering interest and reasonable legal fees and court costs.

The retention of title shall not affect the passing of risk under Clause 9.

LIABILITY FOR DEFECTS

22. Pursuant to the provisions of the Contract, the Supplier shall remedy any substantial defect or nonconformity (hereinafter referred to as defect(s)) resulting from faulty design, materials or workmanship during the Warranty Period for the Product. The Product is not warranted to be fit for any particular purpose, unless and to the extent such particular purpose has been expressly specified and warranted by the Supplier in writing in the Specifications. If the Purchaser Group attempts to perform any unauthorized repairs on the Products during the Warranty Period, then the Supplier's warranty shall no longer be effective.

23. The Supplier's liability is limited to defects that appear and are notified in writing by the Purchaser within the Warranty Period. If the daily use of the Product exceeds that which is contemplated in the Specifications or otherwise agreed in writing in the Contract, the Warranty Period shall be reduced proportionately. The Cavotec Group's liability is limited to the normal and proper use of its Products and as per the Supplier's Specifications.

24. When a defect in a part of the Product has been remedied, the Warranty Period shall apply to defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause 23 shall be extended only by a period equal to the period during which the Product has been out of operation as a result of the defect. In no event shall the warranty of any Product (or part of a Product) extend for a period in excess of 18 months after the commencement of the Warranty Period of the originally supplied Products.

25. The Purchaser shall without undue delay notify the Supplier in writing of any defect that appears ("Claim Notice"). Such Claim Notice shall under no circumstance be given later than ten business days after the expiry of the period given in Clause 23.

The Claim Notice shall contain a description of the defect with supporting documentation and evidence of the defect. If the Supplier requires additional details related to the Claim Notice, the Purchaser shall provide such information in writing to the Supplier within a period of 5 business days.

If the Purchaser fails to notify the Supplier in writing of a defect within the time limits set forth in the first paragraph of this Clause, the Purchaser loses its right to claim any repair, rectification or compensation from the Cavotec Group.

Where the defect is such that it may cause damage, the Purchaser shall immediately stop the operation or utilization of the Product and inform the Supplier in writing. The Purchaser shall bear the risk of damage resulting from its failure to cease the operation and/or so to notify the Supplier or other third parties.

26. On receipt of the Claim Notice, including the required supporting information, the Supplier shall start to take the necessary steps to remedy the defect without undue delay and at its own cost as stipulated in Clauses 22-37 inclusive.

Repair shall be carried out at the place where the Product is located unless the Supplier deems it appropriate that the defective part or the Product is returned to it for repair or replacement. If repair has to be carried out at the place where the Product is located, the Purchaser is responsible for obtaining necessary access permits or authorization for enabling the Supplier's personnel to perform the repairs and/or rectifications.

27. If the Purchaser has given such Claim Notice as mentioned in Clause 25 and no defect is found for which the Supplier is solely liable (including defects which are due to sabotage, vandalism, misuse or use of the Product which is not in accordance with the Supplier's Specifications), the Supplier shall be entitled to full compensation for the costs the Cavotec Group has incurred as a result of the Claim Notice.

28. The Purchaser shall at its own expense arrange for any dismantling and reassembly of equipment or systems (other than the Product) to the extent that this is necessary to remedy the defect related to the Product.

29. Unless otherwise agreed in writing, necessary transport of the Product and/or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is solely liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's written instructions regarding such transport.

30. Unless otherwise agreed in writing, the Purchaser shall bear any additional costs which the Cavotec Group incurs for repairing, dismantling, installing, insuring, storing and transporting as a result of the Product being located in a place other than the destination stated in the Contract or - if no destination is stated - the place of delivery.

31. Defective parts that have been replaced shall be made available at no charge on a timely basis to the Supplier and shall be its property.

32. Unless otherwise agreed in writing, the Purchaser will not undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier. If any unauthorized party makes remedial works, then the warranty for the Product shall no longer be effective and the remedies contemplated for the Purchaser under this Contract shall not apply.

33. Where successful remedial works have been undertaken by the Purchaser or a third party authorized by the Supplier, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Cavotec Group's liabilities for the said defect. This cost shall not exceed 20% of the total purchase price related to the defective Product.

34. The Cavotec Group shall not be liable for defects arising out of materials provided, or a design stipulated, changed or specified by the Purchaser Group.

35. The Cavotec Group is liable only for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product in accordance with the Supplier's Specifications.

The Cavotec Group's liability does not cover defects which are caused by faulty maintenance, sabotage, vandalism, incorrect erection, use of the Product which is not as per the Supplier's Specifications, faulty repair by the Purchaser Group, incompatibility of the Purchaser Group's equipment or systems to operate with the Product, or by alterations carried out without the Supplier's prior consent in writing.

Finally the Cavotec Group's liability does not cover normal wear and tear or deterioration. Unless otherwise agreed in the Offer Order, the Supplier has no responsibility for the maintenance of the Products.

36. Notwithstanding the provisions of Clauses 22-35, the Cavotec Group shall not be liable for defects in any part of the Product for more than the term of the Warranty Period. The Supplier shall also have, in its sole option, if it determines that repair is not practical, either to replace the defective Product or to refund the amount of the purchase price paid for the defective Product, without any further liability being incurred by the Cavotec Group.

Any other warranty is disclaimed. The remedies stated in the Contract constitute the Purchaser Group's exclusive remedies and the Cavotec Group's entire liability for any breach of the warranty.

LIMITATION OF LIABILITY

37. Save as stipulated in Clauses 22-36 and the express provisions for liquidated damages, if any, in no event shall the Cavotec Group be liable to the Purchaser Group or any third party, whether as a result of breach of contract, warranty, guarantee, indemnity, tort (including negligence), statutory duty or otherwise, for any of the following damages or losses, in each case whether direct or indirect, such as, including but not limited to:

- (a) loss of revenue or anticipated savings,
- (b) loss of profit,
- (c) loss of contract,
- (d) loss of business or goodwill,
- (e) loss of use,
- (f) loss of production,
- (g) interruption of business,
- (h) loss of operation time,
- (i) costs of capital,
- (j) costs in connection with interruption of operation,
- (k) economic loss,
- (l) administrative loss,
- (m) loss of or harm to reputation,
- (n) costs of substitute products, or
- (o) any special, punitive, incidental or consequential loss or damage,

howsoever caused even if the Supplier was advised of the possibility of them in advance. In no event shall the total aggregate liability of the Cavotec Group arising under this Contract exceed the total amount received from the Purchaser by the Supplier for the defective Product that gave rise to the liability, unless such liability arises due to the Supplier's fraud, fraudulent misrepresentation or gross negligence (as regulated by the Governing Law's civil code) or death or personal injury caused by its negligence arising related to the Supplier's performance of the Contract. The Cavotec Group's liability shall terminate upon the expiration of the applicable Warranty Period.

38. The Cavotec Group shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser Group. Nor shall the Cavotec Group be liable for any damage to equipment or systems manufactured or used by the Purchaser Group, or to equipment or systems of which the Purchaser Group's equipment or systems form a part.

Except as otherwise provided in this Contract, if the Cavotec Group incurs liability towards any third party for any acts or omissions arising under this Contract, the Purchaser at its expense shall indemnify, defend and hold harmless the Cavotec Group.

If a claim for damage is made by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing, but in any event within 5 business days.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product.

FORCE MAJEURE

39. Either party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances ("Force Majeure"): industrial disputes and any other circumstance beyond the control of the parties which are deemed to include, without limitations, any acts of God, act of terrorism, sanction, blockage, import restriction, fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

A Force Majeure circumstance referred to in this Clause whether occurring prior to or after the signing of the Contract shall give a right to suspension

only if its effect on the performance of the Contract could not be foreseen at the time of the signing of the Contract.

40. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the occurrence and on the cessation of such circumstance.

41. If Force Majeure prevents the Purchaser from fulfilling its obligations, it shall compensate the Supplier for expenses incurred by the Cavotec Group in securing, insuring, storing, transporting and protecting the Product as well as costs for mobilization and demobilization of personnel and equipment. If the delay caused by Force Majeure continues for a period of more than 6 months and the parties have not agreed in writing on a revised basis for continuing the performance under the Contract, then the Supplier shall have the right to terminate the Contract on 15 calendar days' written notice to the Purchaser. The Supplier shall be entitled to recover from the Purchaser any loss, damage, cost or expenses reasonably incurred by the Cavotec Group as a result of such termination.

ANTICIPATED NON-PERFORMANCE

42. Notwithstanding other provisions in the Contract regarding suspension (other than as provided for Force Majeure), each party shall be entitled to suspend the performance of its obligations under the Contract, where it is clear from the circumstances that the other party will not be able to perform its obligations. A party suspending its performance of the Contract shall forthwith notify the other party thereof in writing, but in any event within 5 business days before such suspension.

CANCELLATION OF CONTRACT

43. Partial or total cancellation of the Contract, or revision to, an Offer Order, may be made only by Purchaser's written request (90 calendar days prior to the cancellation or revision of the Contract) that is accepted by Supplier's written consent and then only on the condition that Purchaser reimburse Supplier for all losses and damages resulting from the cancellation or revisions, including cancellation charges imposed by Supplier. If the Offer Order calls for special sizes or requires special materials or tooling, cancellation charges will be made on the basis of costs incurred and time expended.

Supplier shall also have the right to terminate the Contract with immediate effect on written notice to the Purchaser and without liability to the Purchaser if (i) the Purchaser breaches any of its obligations under the Contract and fails to remedy the breach within 30 calendar days of the notice or (ii) the Purchaser is insolvent or goes into liquidation or is the subject of any bankruptcy, reorganization, dissolution or similar proceedings or otherwise ceases to operate its business.

Upon termination or expiration of the Contract, the Purchaser shall promptly return to the Supplier any Products, including related materials or Confidential Information, in accordance with the Supplier's written instructions. The Purchaser shall maintain all records required in accordance with applicable laws and provide reasonable access to such records if required for the Supplier to conduct an audit.

INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA PROTECTION

44. Unless otherwise agreed in writing, all intellectual property in, and relating to the Products (including inventions, patents, trademarks, copyright, know how, designs, trade secrets and other proprietary rights or forms of intellectual property, and information confidential and/or proprietary to the Cavotec Group) and any alterations, additions or amendments to intellectual property as well as any deliverables provided by the Cavotec Group under the Contract ("Intellectual Property") shall remain the property of the Supplier (or its designated Cavotec Group member) and shall not be disclosed to any other person without the Supplier's prior written consent.

45. The Supplier (or its designated Cavotec Group member) will retain ownership in all its data, including Intellectual Property, provided to the Purchaser Group as part of the work. The Purchaser will not provide, supply

or otherwise make available such data, including Intellectual Property, to any other party without Supplier's prior written agreement.

46. Notwithstanding anything to the contrary in the Contract, the Supplier (or its designated Cavotec Group member) will retain all ownership in all data, including Intellectual Property, collected as part of the performance of the Contract, whether related to a product, system or service.

47. The Purchaser agrees to take all reasonable steps to protect the Cavotec Group's Intellectual Property and ownership rights.

48. During the performance of this Agreement, the Purchaser (including the Purchaser Group) may obtain access to confidential and/or proprietary information, including know-how, third party information, trade secrets the terms of this Contract, pricing data or other related Intellectual Property rights ("Confidential Information") of the Cavotec Group. The Purchaser Group shall, during and after the term of this Contract, unless specifically permitted in writing by Supplier, (i) keep any such Confidential Information in confidence and not disclose it to any third party; (ii) take all reasonable precautions to protect such Confidential Information; and (iii) use such Confidential Information only for the purpose contemplated in this Contract. The obligation of confidentiality shall not apply to: (i) any use or disclosure authorised in writing by the Supplier; (ii) any use or disclosure required by law; or (iii) any information which is already in, or comes into, the public domain otherwise than through the Purchaser Group's unauthorised disclosure.

49. The parties shall comply with all applicable data privacy laws and regulations, as amended from time to time, such as the EU Data Protection Directive 95/46/EC and any local enacting laws as well as the new General Data Protection Regulation when it comes into effect, including, if necessary, notification of its processing activities under the Contract to the applicable supervisory authority.

50. The terms of Clauses 44 to 50 will survive termination or expiration of the Contract.

DISPUTES AND APPLICABLE LAW

51. The Contract shall be governed by the laws of the country where Supplier has its registered office or as specified in the Offer Order ("Governing Law"), but excluding conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods. All disputes shall be submitted to the competent courts of the city where Supplier has its registered office or as otherwise notified in writing by the Supplier.

52. The parties do not intend that a person or entity that not a party to the Contract shall have any rights to enforce any term of the Contract and agree to the exclusion of such third party rights, including the waiver of any right of subrogation of the insurers against the Cavotec Group.

MISCELLANEOUS

53. No change to this Contract is valid unless agreed to in writing by both parties. A waiver of any breach of any term of this Contract shall be effective only if given in writing and signed by each party. No waiver shall be held to be a waiver of any other subsequent breach. The Purchaser shall not have the right to assign this Contract without the Supplier's prior written consent.

54. Any notice under this Contract must be given in English in writing and sent to the parties indicated in the Offer Order. Such notice shall be given either by courier, facsimile, email or registered letter.

55. The Purchaser shall not make any press release, statement or public announcements that refers to the Cavotec Group without the Supplier's prior written consent.

56. This Contract, along with the Supplier's documents referred to in the Offer Order, contains the entire agreement between the parties with



respect to the Products. This Contract replaces and annuls any and all prior or contemporaneous agreements, communications, offers, proposals or correspondence, oral or written, between the parties, including any standard terms and conditions of the Purchaser.

Any purchase of the Products shall be on the terms and conditions of the Contract to the exclusion of any other terms and conditions.

**THE CAVOTEC GROUP GENERAL CONDITIONS ARE ALSO
DOWNLOADABLE BY THE PURCHASER BY ACCESSING
WWW.CAVOTEC.COM/GENERALTERMS AND ARE INCORPORATED BY
REFERENCE INTO THE OFFER ORDER ENTERED INTO BETWEEN THE
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