

**GENERAL TERMS AND CONDITIONS OF SALE (GTCS)****DEFINITIONS.**

**Equipment:** Any device used for handling, lifting individuals or for warehousing or any machinery, marketed by MANITOU ASIA PTE LTD.

**Spare Parts:** Any spare part marketed by MANITOU ASIA PTE LTD.

**Attachment:** Any interchangeable accessory intended to be used or adapted for various Equipment for a specific purpose.

**Product:** Any Spare Part and/or Equipment and/or Attachment.

**1 - ENFORCEABILITY**

The General Terms and Conditions of Sale (hereinafter the "GTCS") represent the basis of the commercial negotiation with the Purchaser and govern all sales entered into by MANITOU ASIA PTE LTD (hereinafter the "Seller") with purchaser(s) (hereinafter the "Purchaser"), except if categorical terms and conditions established by the Seller for a specific category of purchasers of Product apply. Any order, unless otherwise expressly agreed in writing in special conditions between Seller and Buyer, automatically entails the full and unreserved acceptance by the Purchaser of these GTCS. Other documents such as catalogues, commercial information issued by the Seller are for information purposes only. Likewise, no general or special purchase conditions of the Purchaser may, unless accepted by the Seller in writing, prevail over the GTCS. Any contrary condition proposed by the Purchaser will therefore be, unless explicitly accepted, unenforceable against the Seller, irrespective of when it has come to its attention r.

Failure or delay by the Seller to exercise on one occasion all or part of its rights under these GTCS shall not be interpreted as constituting a waiver of the right to enforce said rights in the future.

**2 – ORDERS**

Orders must be sent via the Seller's portal or, if access is not possible, by other means made available by the Seller. Orders must detail the type of order, exact reference, designation, and quantity ordered for each Product. Spare Parts orders must be accepted in writing by Seller (hereinafter "Order Acknowledgement" or "OA"). After Seller's issuance of such OA, the Spare Parts order shall be firm and final.

Any order for Equipment and/or Attachments is not binding on the parties until Seller confirms the price by issuing an OA in accordance with Article 9 "Prices" and provided the Purchaser has not waived its order upon expiry of the time period indicated. Thus, the parties are deemed to have agreed on the goods and the price and the sale is therefore firm and final.

Any modification, in whole or in part, to a firm order must be validated in writing by the Seller and may lead to a modification of the estimated delivery times and/or prices as indicated on the AO.

**3 - DELIVERY**

Partial delivery is allowed. Delivery times are estimate only and non-binding upon Seller. Late delivery times does not entitle the Purchaser to damages, penalties or price reduction, or to any price withholding or the cancellation of the order. However, as an exception to the above provisions, if the parties agree in writing on penalties for late delivery, it is agreed by the parties and expressly accepted by the Purchaser that this penalty amount is fixed, final and in full discharge of liabilities, and shall in no event exceed the actual and justified losses which may be claimed by the Purchaser.

If, four months after the indicative delivery date followed by a formal notice that has remained unsuccessful after a period of one month, the Product has not been delivered for any reason other than an event of force majeure or a failure of performance by the Purchaser of its obligations, the sale may then be cancelled at the request of the Purchaser, to the exclusion of any sanction for the Seller. If a deposit has been paid, the Purchaser may obtain a refund. In any case, delivery of the Products may only take place if the Purchaser is up to date with its contractual obligations.

The Seller shall not be liable nor deemed to have breached its obligation to deliver the Products in the event of force majeure. A force majeure event is any event beyond the control of the Seller, which could not have been reasonably expected at the time of the agreement, and whose effects cannot be avoided by appropriate measures and which prevents the performance of the seller's obligations, including but not limited to war, riot, fire, internal or external strikes, flooding, breakdown, total or partial prohibition by national or international administrative authorities, the restriction of production, the impossibility to obtain supplies, etc..

**Provisions specific to Spare Parts and Attachments:**

The Purchaser agrees that it may be provided with one or more Spare Parts different from those ordered, provided that they are interchangeable. No penalty or damages for late delivery will apply for Spare Parts sales.

**4 – DELIVERY PROCEDURE**

Unless otherwise agreed in writing between the Parties, the Products shall be delivered as per rules "FCA point of departure" (Incoterms ICC 2020). Delivery shall be

made either by a simple notice that the Product is available or by delivery to a shipper or carrier at the Seller's premises. In the event that the Parties agree in writing to a different Incoterm providing for transport at the Seller's expense, in whole or in part, it is incumbent upon the Purchaser, in the event of damage or missing parts, to make any necessary findings on the delivery note and to confirm its reservations by registered letter with acknowledgement of receipt to the last carrier within a period of three days as of the receipt of the Product. Otherwise, no recourse may be exercised against the Seller.

Packaging provided by the Seller to pack the Spare Parts with logos or trademarks registered by the Seller are exclusively intended to contain Spare Parts provided by the Seller. The Purchaser shall be responsible for the processing and recycling of the waste arising from the packaging.

**5 - CLAIMS**

Without prejudice to the agreements to be made with the carrier, and in order to be admissible, claims for apparent defects or non-conformity of the delivered Product compared to the ordered Product or with the issuing slip must be notified to the Seller by registered letter with acknowledgement of receipt within 72 hours of the receipt of the Products. Otherwise, the delivered Product will be deemed to comply with the order and free from any apparent defect.

The Purchaser shall be responsible for providing evidence of the defects or anomalies observed. The Seller must be granted the right to observe these defects and to correct them if applicable.

**6 - RETURNS**

Return of any Equipment or Attachment must be subject to an agreement in writing by the Seller. Unless otherwise agreed between the parties, costs of carriage and insurance are paid by the Purchaser and only concerns Products in new condition, suitable for new marketing. The Products object of a specific development, a customisation and/or with an indivisible Attachment at the Purchaser's request, cannot be returned. Any return accepted by the Seller shall result in a credit note being drawn up in favor of the Purchaser for a variable depreciated amount depending on the relevant Products, after a quality and quantity control of the returned Products.

**Provisions specific to Spare Parts and Accessories:**

Spare Parts whose return is accepted by the Seller are to be shipped in perfect condition, in their original packaging and within a maximum of 45 days from the date of acceptance by the Seller. The copy of the return slip sent by the Seller shall be attached to the package, following the instructions of the Seller. Beyond this time limit, return requests and claims will be refused.

**7 – WARRANTY**

The Seller warrants the compliance of its Products with the order. The Seller may not be held liable for any non-conformity and/or delay in the delivery due to insufficient or inaccurate information provided by the Purchaser when the order is placed. All other conditions or implied guarantees on the Products (including their suitability for usage) are excluded.

**Warranty relating to Equipment:**

The conditions, restrictions, and exclusions of the warranty on Equipment are set out in the General Warranty Conditions which the Purchaser has received from the Seller at the latest at the time of the Acknowledgement of Receipt of the Order, which it expressly recognises.

**Warranty relating to Spare Parts and Accessories:**

The Seller warrants Spare Parts and Accessories against any defect in material, design or workmanship for a period of 6 months from the installation of the Spare Part or Accessory on the Equipment or 12 months as of the date of invoicing by the Seller, whichever occurs first. The warranty is expressly limited to the free replacement of the defective Spare Part, being agreed that all other costs, including disassembly, reassembly, transport and shipping shall be the exclusive responsibility of the Purchaser.

The aforementioned warranties apply to Spare Parts and Accessories stored, installed, protected, maintained and used normally and in accordance with the Seller's specifications and instructions, without any modifications made to the Products by the Purchaser. Warranties do not apply to defects resulting from lack of maintenance or maintenance outside the Seller's network, from normal wear and tear or deterioration attributable to the Purchaser.

**8 – LIABILITY**

The Seller shall not be held liable for any indirect and/or consequential damages loss resulting from the Products or their use, including, without limitation, economic or operating losses, loss of profit, loss of earning or the loss resulting from Purchaser's commitment of the Purchaser to third parties.

**9 - PRICE**

The sale prices are in Euros and exclusive of any taxes or specific packaging expenses. The prices for Spare Parts are those in force at the date of the order. Due to production and delivery times, Seller's prices for

Machines and Attachments published as at the date of the order cannot be guaranteed and are subject to change at any time, even without advance notice to Purchaser. The Seller confirms the price of the Equipment and Attachments in the Order Acknowledgement and the Purchase may waive the order, in writing and in accordance with the time period and conditions defined in the OA.

Any tax, charge, duty or other amounts payable for the Products pursuant to French laws or regulations, or those of an importing or transit country, shall be paid by the Purchaser. Invoices are established the day of the shipment of the order

**10 – PAYMENT****Terms:**

Invoices are paid at the registered office of the Seller by transfer, or any other method of payment expressly accepted by the Seller. Unless otherwise agreed, invoices are payable in cash. In the event of deferred or term payment, only the payment on the agreed due date of a bill of exchange or any other document involving an obligation to pay shall be considered to be valid payment. The Seller reserves the right, at any time, depending on the risks involved, to require full payment before shipment or additional guarantees in all cases where the Purchaser does not provide sufficient guarantees.

**Delay:**

Any delay in payment at any given due date shall entail, as of right and without prior notice, the suspension of the execution of orders in progress and the immediate request for the payment of all outstanding sums, regardless of the method of payment provided, without prejudice to any other course of action.

Under no circumstances may payments be suspended or offset by the Buyer without the Seller's prior consent in writing. Any partial payment shall be deducted first from amounts that have been outstanding for the longest period of time.

Moreover, any amount that is unpaid on the due date shall result in the application of late payment penalties equal to the rate applied by the European Central Bank to its most recent financing transaction, plus ten points from the due date to the value date of the amounts received as payment, without prejudice to any other damages that the Seller may claim. In addition to the late penalties, any sum, including the down payment, not paid on its due date, shall as of right give rise to the payment of a fixed-rate compensation of 40 Euros due for recovery costs.

Penalties are payable upon simple request of the Seller, and failure to exercise its rights by the Seller shall not be interpreted as a waiver of exercising its right to claim late penalties.

The non-return within the usual period of a bill of exchange submitted for acceptance may result in the suspension of the execution of the delivery of all orders in progress.

**11 - OWNERSHIP RESERVE CLAUSE**

The transfer of ownership of the Products is dissociated from the transfer of the risks thereof. The transfer of ownership is deferred until full payment by the Purchaser has been made, even in the event of payment terms being granted. However, from the moment the risks related to the Products are transferred to the Purchaser according to the agreed incoterms, the Purchaser undertakes to insure them and to indicate to its insurer the capacity of the Seller as owner. The Purchaser is responsible for the storage of the Product until the transfer of ownership. The Product may be recovered by simple request if the payments are not made on the dates agreed whoever is in possession thereof and at the expense and risks of the Purchaser.

**12 - INTELLECTUAL PROPERTY**

All intellectual property rights of any kind, attached to the Products and the related documentation (including patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in designs, rights in computer software, database rights, and all other intellectual property rights of which the Supplier is either the owner or licensee, in each case whether registered or unregistered and including all applications) shall remain the exclusive property of the Seller. In no event shall the transfer of ownership be considered as a transfer of the relevant intellectual property rights. Any reproduction, access to the source code, decompilation, modification, copying (other than a backup copy), error correction, transmission or distribution of any software embedded in the Equipments is strictly prohibited.

**13 – TERMINATION CLAUSE**

In the event of any breach by the Purchaser of any of its essential obligations hereunder and in and in particular its obligation to pay in due time, the Seller may terminate the sale as of right and without further formalities. Any advance payments made by the Purchaser are acquired by the Seller as a provision for damages that may not be claimed .

**14 - ANTI-CORRUPTION**

The Seller endeavors to combat all forms of corruption and informs the Purchaser that it has adopted an

Anti-Corruption code of conduct referring in particular to the United Nations Convention against Corruption. This code is available on its website. The Purchaser shall comply with laws and regulations relating to anti-corruption measures, and shall not do anything that would be likely to engage the liability of the Seller under any applicable anti-corruption regulations .

**15 – PERSONAL DATA (PD)**

The parties undertake to comply with the applicable regulations relating to the protection of PD under the Personal Data Protection Act 2012 of Singapore ("PDPA"). Each party shall process in accordance with the PDPA, as data controller vis-à-vis the other party, the PD collected for the purposes of customer account management, the continuation of the contractual relationship, promotional operation activities, satisfaction surveys, litigation, the production of statistics, or the sending of newsletters or marketing or technical information.

The Seller, Purchaser and/or its affiliates are recipients of the collected PD. The parties undertake to inform each other of any updates hereof relating to the PD of the employees concerned and to inform them. The parties undertake to implement appropriate measures to ensure the security and confidentiality of the PD. The parties undertake not to transfer PD outside Singapore. In case of transfer outside Singapore, they shall ensure compliance with the applicable regulations.

The parties undertake to keep the PD collected for a period not exceeding that necessary to accomplish the purposes for which such data were collected or processed, and in any case within a maximum period of three years as of the last order for Products.

In accordance with the principle of minimisation, the PD concerned shall be last names, first names, positions, emails, telephone numbers, and addresses. They must be used only by the employees concerned of each party and for the aforementioned purposes.

**Management of PD related to Connected Machines:**

The Seller may equip the Equipment with sensor devices used to collect data on the Equipment (such as technical data, geolocation, etc.). These raw data could be classified as PD (e.g. combination with conductors' PD database). In this respect, depending on the type of device or the method implemented, the Purchaser must inform and obtain the prior consent of customers on the use of the PD collected. The Purchaser must provide clear, intelligible and easily accessible information to the persons affected by the processing. The burden of proof of the legal basis remains with the data controller. The Purchaser shall inform its customers and ensure that the data can be passed on to the Seller or any other company of its group and undertakes to transfer it or allow access to it to the Seller or any other company of its group upon request. For more information visit: [www.manitou-group.com](http://www.manitou-group.com) – PD Information Notice

**16 – JURISDICTION**

The GTCS are governed by the laws of Singapore. The parties undertake to attempt to resolve disputes amicably before referring them to the competent Court. However, if an amicable agreement between the parties cannot be reached, the courts of Singapore shall have exclusive jurisdiction, in the event of litigation of any kind or of any dispute relating to the formation or execution of the sales agreement, unless the Seller prefers to submit to any other competent court. This clause shall apply even in the event of interim proceedings, incidental claims or multiple defendants or warranty claims, and regardless of the form and payment terms, and the clauses attributing jurisdiction that may be established in the documents of the Purchaser will not be able to impede the application of this clause.