forms e d ovided here - ntra ve agreed time and place, Seller ny default under this ng c her erection, rse t sole profit w out broken or damaged goods. Buyer may, in this c e, as well as make all arrangements necessary to install, erect and operate the goods. Buyer shall not be liable for and disclaims all consequential, incidental, indirect and/or contingent damages arising therefrom.

11. Installation. If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall be responsible for all costs and expenses (including, but not limited to attorneys’ fees and other costs of defense) arising from or otherwise connected with any claims against Seller for personal injury or property damage, and all other liabilities, whether arising out of breach of contract or warranty with respect to goods or services sold by Seller, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any warranty of fitness for damages, penalties, damages for loss of profits or revenue, down-time, lost good, capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Buyer’s customers or any third party for any such
damages, costs or losses. Seller shall not be liable for and disclaims all consequential, incidental, indirect and/or contingent damages arising therefrom.

14. Assignment. Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller’s prior written consent, and any attempted assignment without such consent shall be void and of no effect or consequence.

3. No Waiver. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.

15. Cost of Collection. In the event legal action is necessary to recover monies due from Buyer to enforce any provision of this Agreement, Buyer shall be liable for all costs and expenses associated therewith, including, without limitation, Seller’s actual attorneys’ fees and costs.

19. Protection of Personal Data. For the purpose of this Agreement, each party may have access and processing rights to the personal data required to process the personal data in the context of the agreement, and to access, correct, modify and erase data (GDPR). Each party represents that it has the right to request access, correction, modification and deletion of personal data for legitimate reasons which they may exercise by sending an email to the other party’s data protection officer or similar responsible person. Each party also represents that it informs its employees about the right to lodge a complaint with the appropriate supervisory authority.

12. Payment. The terms and conditions of sale are subject to the Buyer’s acceptance in writing signed by Seller. Unless otherwise specified on the face of this document or in the preceding sentence, payment is due at the time of delivery and acceptance. Interest, at the rate of 1% per month or, if such interest rate is deemed unreasonably high, interest at the rate of (i) 18% per year, or (ii) the statutory rate permitted by applicable law, on accounts more than 30 calendar days past due. Under Articles L.441-6 and D.441-5 of the Commercial Code, Seller’s late payment interest may be calculated on the balance due on the date the account is overdue, applying a lump sum of 40 euros for recovery costs. Additional reimbursement may be claimed against documentation when the actual recovery costs exceed the amount of the lump-sum reimbursement. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller shall have the right to charge for storage or disposal of them. (d) If Seller is required to repossess the goods, in repossessing the goods shall be paid by Buyer.

2. Price. The price for goods sold hereunder shall be at the Seller’s distributor list price in effect as of the date of the Seller’s acceptance of the Buyer’s order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller’s cost of producing the goods. Prices are stated and payable in the currency set forth in the price list.

5. Retention of title. Seller shall retain title to all goods delivered or to be delivered to Buyer until Buyer has paid the full price for the goods sold hereunder. During such time as Seller has title to the goods, Buyer shall store or otherwise keep Seller’s goods separately from all other goods in such a way as to clearly indicate at all times that the said property remains that of Seller. All costs incurred by Seller in repossession of the goods shall be paid by Buyer. Buyer is to be solely responsible for all costs and expenses (including, but not limited to, attorneys’ fees and costs) incurred in repossessing of goods delivered to Buyer under this document does not constitute ownership title.

5. Taxable and Exempted Items. Goods sold to Buyer shall be exempt from VAT and any other indirect taxes.

4. Price. The price for goods sold hereunder shall be at the Seller’s distributor list price in effect as of the date of the Seller’s acceptance of the Buyer’s order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller’s cost of producing the goods. Prices are stated and payable in the currency set forth in the price list.

3. No Waiver. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.

10. Assignment. Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller’s prior written consent, and any attempted assignment without such consent shall be void and of no effect or consequence.

13. Services. The following terms and the general terms and conditions of service, erection and dismantling of cranes (GMA – GME) written by SPMDG and signed by FNTP and FFB available at: http://www.fntp.fr/travaux/public/456571/publications, shall also apply to all services being provided by Seller. In case of conflict, the present terms and conditions of Manitowoc Crane Group SAS will prevail. (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is not the result of (a) faulty design or manufacture; (b) failure to use or maintenance; (c) unauthorized alterations; (d) accidents; (e) acts of war; (f) any other cause not within the reasonable control of Seller. Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless it is limited by the negligence of Seller. In the event of such negligence, Seller’s liability shall be limited to the repair of or replacement of the goods or the repair of or replacement of any of Buyer’s goods which are damaged as a result of said negligence. Buyer shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless it is limited by the negligence of Buyer. In the event of such negligence, Buyer’s liability shall be limited to the repair of or replacement of any of Seller’s goods which are damaged as a result of said negligence.