1. Offers. No offer made by Seller shall be considered irrevocable. Any offer by Seller, whether written or oral, may be revoked at any time prior to acceptance. Any offers made by Buyer, whether written or oral, may be withdrawn at any time prior to acceptance.

2. Acceptance. Acceptance of an offer made by Buyer shall be in writing. Any acceptance which is not in writing is null and void.

3. Acceptance of Order. The acceptance of an order made by Buyer shall be in writing. Any acceptance which is not in writing is null and void.

4. Price. Unless otherwise specified on the face of this document or agreed to in writing, the price for goods sold hereunder shall be Seller's distributor list price in effect as of the date of Buyer's order. The price includes all taxes required by the laws of the jurisdiction where the goods are delivered, and shall be paid by Buyer in accordance with the terms and conditions of this Agreement.

5. Delivery. Unless otherwise specified on the face of this document or agreed to in writing, delivery shall be ex works, as defined in the Incoterms 2020. Buyer is responsible for the cost of transporting the goods from the point of delivery of the goods by Seller for all transportation charges, including duties and taxes.

6. Payment. Unless otherwise specified on the face of this document or agreed to in writing, payment shall be made by Buyer no later than 30 calendar days after the date of shipment. A 2% annual interest will be charged on any amount of overdue payment from the due date until the date of payment.

7. Title. Title to the goods shall pass to Buyer upon complete payment of the purchase price.

8. Warranties. The goods sold by Seller to Buyer hereunder are warranted by Seller pursuant to Seller's applicable written warranty available at http://manitowocwarranty.com/termsofconditions or at the point of sale. Seller's warranty shall be limited to the extent that a commercial fixed date of transaction has been agreed upon in writing or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

9. Claims. Buyer shall indemnify and hold harmless Seller from and against all and any losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) that Seller may incur as a result of any claim, suit, demand or proceeding brought by any person, entity or government agency, whether by law or otherwise. Seller's sole obligation to Buyer for breaches of warranty is to repair or replace the goods or to refund the purchase price. This warranty is non-transferable and is limited to the original Buyer.

10. Damages. In no event shall Seller be liable for any indirect, incidental, special or consequential damages, including, but not limited to, loss of profits, loss of good will, business interruption, or any other pecuniary loss, whether or not such damages were foreseen or could have been reasonably anticipated by the parties.

11. Limitation of Liability. Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and Seller's sole obligation and the end- user shall be for Buyer to provide the necessary labor. This warranty is limited to the balance of the warranty period on the point at which the warranty was repaired or replaced. The foregoing does not constitute a guarantee of terms in § 443 BGB. Should Seller refuse subsequent damage to breach of contract in the amount of foreseeable damages if the delay was caused by willful or gross negligence. Buyer may only demand damages in the amount of the foreseeable damage in place of performance (§ 281 BGB) with the exception of these exclusions and limitations, such as, defects of performance, defects of the goods delivered, and defects of the seller, are subject to punctual and proper fulfillment of this Agreement. The execution of the repair work provided by Seller unless this paragraph 8 applies.

12. Agency. Any parts repaired or replaced by Seller shall be warranted for the periods of time stated in the warranty and the same shall apply thereafter as the original warranty. Seller shall not be liable for the warranty on the repaired or replaced parts.

13. Assignment. Buyer may assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent. Seller may assign any of its rights, duties or obligations under this Agreement without Buyer's prior written consent.

14. No Waiver. No waiver of any rights or remedies available to Seller under this Agreement or by law or by any other 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 or equity, and shall not be deemed a waiver of any subsequent default or breach in the performance of the terms and conditions of this Agreement.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the jurisdiction where the goods are delivered, and shall be subject to the exclusive jurisdiction of the courts of such jurisdiction. Any dispute arising from or relating to this Agreement shall be settled by arbitration in [City], [State], [Country] in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding on the parties.

16. Services. The following terms shall also apply to all services provided by Seller. (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the repair or replacement is necessary. Buyer shall provide, at Buyer's expense, all labor and materials required to perform the repair or replacement. (b) Buyer shall provide, at Buyer's expense, all labor and materials required to perform the repair or replacement. (c) Seller shall not be liable for any loss or damage due to the delay in the repair or replacement of the goods or the goods themselves, whether caused by the fault of the Seller or otherwise. (d) Seller shall not be liable for any loss or damage due to the delay in the repair or replacement of the goods or the goods themselves, whether caused by the fault of the Seller or otherwise. (e) Seller shall not be liable for any loss or damage due to the delay in the repair or replacement of the goods or the goods themselves, whether caused by the fault of the Seller or otherwise. (f) Seller shall not be liable for any loss or damage due to the delay in the repair or replacement of the goods or the goods themselves, whether caused by the fault of the Seller or otherwise. (g) Seller shall not be liable for any loss or damage due to the delay in the repair or replacement of the goods or the goods themselves, whether caused by the fault of the Seller or otherwise. (h) Seller shall not be liable for any loss or damage due to the delay in the repair or replacement of the goods or the goods themselves, whether caused by the fault of the Seller or otherwise. (i) Seller shall not be liable for any loss or damage due to the delay in the repair or replacement of the goods or the goods themselves, whether caused by the fault of the Seller or otherwise. (j) Seller shall not be liable for any loss or damage due to the delay in the repair or replacement of the goods or the goods themselves, whether caused by the fault of the Seller or otherwise.
express or implied, with respect to the equipment, including, without limitation, any implied warranty or satisfactory, quality or fitness for a particular purpose, any warranty arising by course of dealing or usage of trade.

19. **Protection of Personal Data.** For the purpose of this Agreement, each party may have access and process personal data of employees of the other party. As such, each party represents that it takes reasonable measures to ensure the protection and confidentiality of the information it holds or that it processes in compliance with applicable laws, including, without limitation, the European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR). Each party represents that it informs its employees that they have the right to request access, correction, modification and erasure regarding their personal data in case of inaccuracy, as well as a right to the limitation of processing, to data portability and to opposition 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 their right to lodge a claim before the competent authorities.

20. **Telematic System.** The goods sold by Seller to Buyer may be equipped with a remote-connection machine-data-collection system (the “Telematic System”). Use of the Telematic System is conditioned upon acceptance of the “Telematic System Terms and Conditions of Use” available at http://manitowoccranes.com/termsandconditions. Buyer agrees that its use of the Telematic System constitutes acceptance of the Telematic System Terms and Conditions of Use.

21. **Place of Performance.** Unless otherwise provided in Seller’s confirmation order, Seller’s place of business shall be the place of performance.