1. These terms and conditions of sale (the "Agreement") shall apply to (i) any offer for sale (the "Offer") made by Manitowoc Crane Group Italy Srl ("Seller") to the buyer under this Terms and Conditions, and (ii) any Purchase Order issued by Buyer to purchase Goods from the Seller (the "Purchase Order").

2. The Buyer and Seller hereby agree that the terms and conditions of sale set forth in this Agreement are not modificable unless expressly agreed to in writing. The Buyer shall be bound to accept the Goods under these Terms and Conditions, unless agreed to in writing by the Seller.

3. All payment terms set forth in the Agreement are subject to Seller's approval of Buyer's credit, in Seller's sole discretion. Seller shall provide Buyer with written confirmation of the terms of an order, such confirmation to be sent to Buyer by Seller's regular mail or Seller's standard delivery service. No purchase orders, verbal orders, or other written instructions, documents, confirmations, or agreements (including but not limited to attorneys' fees and other costs of defense) suffered or incurred by Seller as a result of Buyer's actions or omissions, shall be binding on Seller, unless paid for and accepted by Seller in writing. Any order placed by Buyer shall be in accordance with the terms and conditions of sale set forth above and any change shall be effective only upon receipt of written confirmation from Seller.

4. Taxes and other charges. All prices listed in this Agreement are exclusive of taxes. Buyer shall be responsible to pay any sales, use, excise tax, factory tax, value added tax, duty, custom, import, inspection or testing fees, licenses, permits, taxes, or any other governmental fees, provided that such taxes or fees are not levied for the benefit of Seller.

5. Seller shall have the right to deliver the Goods in one or more shipments, and the Buyer shall have the right to receive the Goods in one or more installments. The risk of loss or damage to the Goods shall be transferred to the Buyer upon delivery to the Buyer or Buyer's agent.

6. Buyer shall have the right to inspect the Goods delivered to it by Seller at Buyer's expense, and to make Buyer's own tests and inspections to determine whether the Goods conform to the applicable specifications. The Buyer may at any time after delivery of the Goods give written notice to Seller of any defects in the Goods, and may, in Buyer's sole discretion, reject any Goods not conforming to the applicable specifications. If Buyer gives such notice, Buyer may either return the Goods to Seller at Seller's expense or retain the Goods in Buyer's possession and be entitled to a prompt refund of the purchase price of the Goods.

7. Claims. Buyer must give notice of any defects in the Goods delivered to it by Seller within twenty (20) days after Buyer's receipt of the Goods. Any claim made by Buyer after such twenty (20) day period shall be deemed to have been waived by Buyer.

8. Warranties. The goods delivered to Buyer hereunder are warranted to Buyer pursuant to Seller's applicable written warranty available at http://www.manitowoccranes.com/termsofwarranty or available upon request from Seller.

9. Buyer's liability with respect to the Goods sold hereunder shall be limited to the Warranty, and with respect to any other breaches of the Agreement, shall be limited to the breach of the particular Warranty. Buyer shall have no liability for the services to be provided by Seller. Buyer shall have no liability for the services to be provided by Seller. Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent.

10. Installation and technical information. In the event the Agreement is a waiver of any other or subsequent warranties or conditions under which Seller provides or sells the Goods, the Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent.

11. Insurance. Seller shall provide the buyer with a promise in writing to deliver the Goods to Buyer under this Terms and Conditions, including, without limitation, Seller's actual attorneys' fees and costs.

12. Services. The following terms shall also apply to all services being provided by Seller: (a) Seller may repair or, at its sole discretion, provide or sell the Goods to Buyer; (b) Buyer shall pay for such repair or replacement at Seller's then-current replacement cost, including all reasonable costs of labour, materials, and overhead for such repair or replacement; (c) Seller shall not be liable for any loss or damage to the Goods or their contents however arising, unless the same is caused by the negligence of Seller or its employees; (d) if Buyer fails to pay for the repair or replacement of the Goods, Seller shall have the right to sell such Goods at public auction or by private treaty, and Buyer shall pay to Seller the difference between the then-market price and the purchase price of the Goods, if any, and Buyer shall be responsible for all reasonable expenses incurred by Seller in connection with such sale.

13. Termination. In the event a contract is terminated, Seller shall not be liable for any loss or damage to the Goods or their contents however arising, unless the same is caused by the negligence of Seller or its employees. If Buyer fails to pay for the repair or replacement of the Goods, Seller shall have the right to sell such Goods at public auction or by private treaty, and Buyer shall pay to Seller the difference between the then-market price and the purchase price of the Goods, if any, and Buyer shall be responsible for all reasonable expenses incurred by Seller in connection with such sale.
satisfactory, quality or fitness for a particular purpose, any warranty arising by course of dealing or usage of trade.

18. 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.

19. 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 condition upon acceptance of the “Telematic System Terms and Conditions of Use” available at http://manitowocranes.com/termsofuse. Buyer agrees that its use of the Telematic System constitutes acceptance of the Telematic System Terms and Conditions of Use.

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

21. Miscellaneous
21.1 The Agreement does not authorize any party to act as agent or representative of any of the other parties. No party is granted any right or authority to undertake any obligation or to create any responsibility on behalf of, or in name of any of the other party. None of the provisions contained in the Agreement may be construed to make the party partners or joint ventures or to render any party liable for the debts or obligations of any of the other party.

21.2 In the event that any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby as long as the remaining provisions do not fundamentally alter the relations among the parties and the parties shall negotiate and agree a fair revision of the Agreement so as to replace the invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

22. Language, applicable law and jurisdiction
The English language shall be the language used for the interpretation and construction of these Terms and Conditions.

These Terms and Conditions shall be governed by and construed in accordance with Italian law.

Without prejudice to any right of Seller to apply to any competent court for injunctive relief, any dispute arising out of or in connection with the Agreement, shall be referred to and finally resolved by the courts of Milan (Italy).

23. Final provisions
Pursuant to Articles 1341 and 1942 of the Italian civil code, Buyer hereby represents that it has examined the content of these Terms and Conditions and specifically approves in writing the provisions set forth in the following Sections: 1 (Scope, offers, orders and cancellation); 3 (Credit approval and payment terms); 5 (Retention of title); 6 (Passage of risk, Delivery and claims); 7 (Changes); 8 (Warranties); 9 (Consequential damages, other liability and indemnity); 11 (Assignment); 14 (Insurance); and 22 (Language, applicable law and jurisdiction).

T&C Sales MCG Italy – rev. n°1 dated October 1st, 2019
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