

These General Conditions of Sale apply to the sale of Products to Customer by Kalmar. Acceptance of this Agreement is limited to the conditions stated herein. Any additions, deletions or differences in the terms proposed by Customer are objected to and hereby rejected, unless Kalmar agrees otherwise in a signed writing.

1. DEFINITIONS

“**Kalmar**” means the entity issuing a Quotation or confirming a purchase order to Customer.

“**Customer**” means the entity receiving a Quotation from Kalmar or issuing a purchase order to Kalmar.

“**Quotation**” means the combination of documents describing the scope of supply proposed to be provided by Kalmar and price associated therewith including these General Conditions of Sale, and may also include a proposal, estimate, specifications, drawings or other documents.

“**Order Acknowledgement**” means that document delivered by Kalmar to Customer confirming receipt of a purchase order from Customer and setting out the agreed scope of supply, price and payment terms, and including other terms and conditions upon which Kalmar’s performance is conditioned and including these General Conditions of Sale.

“**Product(s)**” means the equipment, spare parts, replacement parts, components, software, documentation and any related services described in the Quotation or elsewhere in writing and accepted by Kalmar.

“**Agreement**” means the Quotation, Order Acknowledgement, these General Conditions of Sale, plus any other term, condition or provision to the extent expressly agreed in writing signed by Kalmar.

2. PRICE AND PAYMENT

2.1 Prices do not include any VAT, sales, use or excise taxes, customs duties or similar charges or fees imposed by any governmental, industrial, regional, local or other authority.

2.2 Payments shall be made without set off within 30 days of the date of invoice unless expressly set forth otherwise in the Quotation. Past due payments are subject to interest of 12% per annum or the maximum rate permitted by law. Kalmar may suspend performance immediately in the event payment is past due.

2.3 This Agreement is subject to credit approval by Kalmar.

2.4 Customer shall accept an adjustment to the price if after Kalmar issues the Order Acknowledgment and prior to readiness to ship, there occurs a 10% or greater increase in: (i) cost of raw materials (such as steel or steel-related products); (ii) currency fluctuation; (iii) taxes, duties or other regulatory fees; or (iv) market rate of transportation or freight.

3. DELIVERY AND OWNERSHIP

Product(s) shall be delivered in accordance with the Incoterm set forth in this Agreement and, if no Incoterm is set out, Products shall be delivered EXW (Incoterms latest version) applicable Kalmar factory or warehouse. Partial deliveries and transshipments are permitted. Delivery dates are approximate. Title transfers upon payment in full. If shipment is delayed by Customer or if Customer otherwise fails to accept delivery as agreed, Kalmar may ship and/or store Product(s) at Customer’s risk and expense.

4. ACCEPTANCE

All claims giving rise to the rejection of the Product(s) must be made by Customer in writing the later of: (i) within 7 business days after delivery; or (ii) prior to signing Seller’s acceptance certificate

if one is presented. Failure to make such claim during this period constitutes an irrevocable acceptance of the Product(s).

5. DELAYED DELIVERY

If delivery is delayed beyond a delivery date expressly agreed between the Parties for reasons solely the fault of Kalmar and Customer suffers actual harm caused exclusively by such delay, Customer may claim liquidated damages in the amount of 0.5% of the purchase price of the delayed Product(s) per complete week of delay up to an aggregate maximum of 5% of the purchase price of the delayed Product(s). The parties acknowledge and agree that: (i) Customer’s harm caused by Kalmar’s delay would be impossible or very difficult to accurately estimate; (ii) the liquidated damages are a reasonable pre-estimate of damages resulting from such harm; and (iii) the payment of liquidated damages constitutes financial damages, and not a penalty. Kalmar’s payment of liquidated damages constitutes Kalmar’s sole liability and entire obligation and constitutes Customer’s exclusive financial remedy for Kalmar’s delay.

6. LIMITED WARRANTY

6.1 Kalmar warrants that the Product(s) are free from defects in materials and workmanship (“**Warranty**”) for the period set forth in this Agreement, and if no period is set out, for 12 months from delivery but no more than 1500 hours of operation (“**Warranty Period**”). The Warranty Period is not extended by repair or replacement of any Product, nor is there a separate warranty period for any repaired or replaced Product.

6.2 The Warranty does not cover any: (i) consumable parts (such as tyres, fluids, hoses, filters, belts, incandescent bulbs, fuses, bolts, nuts, straps, accessories, fastenings, starter batteries, or parts that are part of normal maintenance replacements) unless proved to having been defective at delivery; (ii) normal wear and tear; (iii) defects, deficiencies, or damage caused by Customer, third parties, accidents, external factors, or the use of non-OEM parts; (iv) prototype, demonstration, pilot, second-hand, or used Products, which are sold “as is” and without any liability or express or implied warranty or representation; (v) Products the materials or design for which have been provided by or on behalf of Customer, (vi) Products not stored, installed, operated, maintained, or repaired in accordance with Kalmar’s or its suppliers’ furnished manuals and other written instructions; (vii) Products modified, altered, adjusted, or repaired without Kalmar’s prior written consent; (viii) Products used in commercial operation prior to acceptance; or (ix) large third-party manufactured components (such as batteries, engines, transmissions, generators, inverters, electrical drive motors, and hoist motors), which are warranted by the original component manufacturer.

6.3 With respect to any defective product covered by the Warranty, Kalmar shall, at its option, repair or replace such product or give a reasonable price reduction as financial compensation for the defect. The repair or replacement is carried out by Kalmar or its authorised representative during normal working hours or, with Kalmar’s prior written consent, by a third party according to Kalmar’s instructions. Replacement parts are delivered free of charge to Customer’s nearest international entry under CIP (Incoterms latest version) and may be new, repaired, or approved remanufactured parts. Customer assumes all other responsibility and expense for removal, reinstallation, and freight associated with the repair or replacement. Replaced parts become Kalmar’s property and must, at Kalmar’s option, be returned to Kalmar or kept available for inspection until the warranty claim is settled. If the warranty investigation result is that Kalmar is not obliged to correct a defect under the Warranty, Customer shall compensate



Kalmar for incurred costs and expenses related thereto, such as troubleshooting and travel costs.

6.4 The Warranty is conditional upon: (i) Kalmar's receipt of a written notice of a defect in a Product within the Warranty Period but not later than 14 days after Customer discovered or ought to have discovered the defect; and (ii) Customer's cooperation in permitting Kalmar or its authorised representative to investigate the defect.

6.5 Except for warranty of title, the Warranty: (i) is expressly in lieu of all other warranties, representations, guarantees, and the like, including but not limited to implied or statutory warranties of merchantability, fitness for a particular purpose, and infringement of intellectual property rights; and (ii) constitutes the only warranty of Kalmar with respect to the Products whether arising by law, course of dealing, course of performance, usage of trade, or otherwise. Customer acknowledges that it has not relied upon any representation or warranty made by Kalmar or any person on Kalmar's behalf. The remedies described above constitute Customer's sole and exclusive remedies and Kalmar's entire liability for Product defects, whether in contract or tort or under any other legal or contractual or extra-contractual basis or theory, and whether arising out of warranties, representations, instructions, installations, or defects from any cause.

7. CUSTOMER APPROVALS, PERMITS AND DATA

Customer is responsible at its expense to obtain any permits or governmental approvals for installation and operation of the Product(s). Timely performance by Kalmar is contingent upon Customer promptly supplying Kalmar all necessary and reasonably requested technical information, data, commercial documentation and drawing approvals. Drawing approval by Customer denotes acceptance of design as proposed. Absent written communication to the contrary, drawings shall be deemed approved and accepted 7 business days after receipt by Customer.

8. TERMINATION

8.1 Kalmar may terminate this Agreement with immediate effect if Customer: (i) materially breaches this Agreement and fails to cure such breach within 30 days from receipt of written notice thereof; or (ii) becomes insolvent, bankrupt, enters into reorganisation or a threat thereof is evident. Either party may terminate this Agreement if continued performance by either party would violate any applicable law, rule, regulation or government order such as economic sanctions or export control.

8.2 In the event of cancellation or termination pursuant to this section 8 or section 9, Customer shall compensate Kalmar for all Products shipped plus work in progress, including without limitation the cost incurred for materials, parts and components. In the event Kalmar terminates the Agreement for breach by Customer, Customer shall also compensate Kalmar for any other costs and expenses incurred by Kalmar in fulfilling this Agreement, or in relation to termination thereof, plus reasonable overhead and profit.

9. CHANGES

If a Party requests to modify this Agreement, no modification shall be effective unless agreed in writing signed by both parties, setting out (to the extent applicable) a mutually accepted lump sum adjustment in the purchase price based upon the variation in costs and expenses incurred by Kalmar due to the modification plus reasonable overhead and profit. If no mutually acceptable agreement is achieved within 30 days after Kalmar's submission of a change request, Kalmar shall have the right to cancel this Agreement at the end of the 30-day period.

10. CONFIDENTIALITY

10.1 During performance of this Agreement, Kalmar may share valuable business information comprising or relating to its intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "**Confidential Information**").

10.2 Confidential Information does not include information that at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement; (ii) is or becomes available to Customer on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; or (iii) was in Customer's possession prior to being disclosed by or on behalf of Kalmar.

10.3 Customer shall not: (i) share, distribute, or divulge Confidential Information and shall strictly protect and safeguard the confidentiality of Confidential Information; (ii) use Confidential Information, or permit it to be accessed or used, for any purpose other than for purposes necessary to the completion of this Agreement; and (iii) disclose Confidential Information to any person, except its employees who need to know the Confidential Information to assist Customer, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All drawings, data, software, and works of authorship furnished by Kalmar to Customer ("**Works**") are the proprietary and intellectual property of Kalmar, its affiliates or its suppliers and are to be used by Customer solely for the purpose of installing, operating, maintaining and repairing the Product(s). Such Works may not be otherwise used, reproduced or disclosed. Kalmar, its affiliates and its suppliers retain all right, title and interest in its and their patents, trademarks, copyright, software, know-how, inventions, concepts, ideas, and other intellectual property embodied in or related to its Product(s).

11.2 Kalmar will pay damages and costs a court or arbitrator has ordered Customer to pay as a result of an unappealable suit or arbitration finding that Customer's receipt, use or sale of the Product(s) as furnished by Kalmar infringes a 3rd party's intellectual property rights; provided, Customer promptly notifies Kalmar in writing of any charge of infringement, and Kalmar is given the sole right to settle such charge and to defend and control the defense of any suit based upon such charge. Kalmar shall have no obligation to the extent the claim(s) arises out of Customer requested design or specification, use of the Product(s) in combination with products not supplied by Kalmar or in a manner contrary to Kalmar's manuals and instructions, or in breach of this Agreement. This section sets forth Kalmar's exclusive liability with respect to infringement of intellectual property.

12. ELECTRONIC DATA

12.1 In the event the Product contains equipment monitoring devices, Kalmar may collect and compile data and information related to Customer's use and performance of the Product(s) ("**Data**") for the purpose of optimising performance of the Product(s). Kalmar may also store and utilise the Data to compile statistical and performance information and for research, development and commercialisation purposes. As between Kalmar and Customer, all right, title, and interest in these aggregated statistics, and all intellectual property rights therein, belong to and are retained solely by Kalmar. Customer acknowledges that Kalmar may compile these statistics based on Customer data.

Customer may disable Kalmar's access to this data at any time at its cost and expense.

12.2 In respect of the Products which are placed on the European Union market, the Parties agree on the terms regarding use and accessing data from connected products and related services, regulated by the Data Act (EU 2023/2854), in the Data Annex available at www.kalmarglobal.com/4a5b34/globalassets/footer/kalmar_data-annex.pdf. The Parties further agree that this Data Annex forms an integral part of this agreement. By entering into this agreement, the Customer confirms that it has read and understood the Data Annex, and the Parties agree that its terms shall be binding and enforceable as contractual terms.

12.3 In the event Customer has purchased Kalmar digital services, such as Kalmar Insight, Kalmar Digital Service Terms and Conditions (available at <https://www.kalmarglobal.com/legalnotice/kalmar-digital-service-terms-and-conditions/>) are expressly incorporated in and made part of this Agreement by reference as if fully set forth herein.

13. FORCE MAJEURE

13.1 Kalmar is entitled to delay or suspend performance due to a cause which impedes continued performance or makes it unreasonably onerous, commercially unreasonable or otherwise could not have been anticipated with the exercise of due diligence at the time of entering into this Agreement and which shall include, without limitation, institution of trade or economic sanctions, epidemic and pandemic, terrorism, civil disturbance, war, government action, extreme weather conditions strikes (each a "Force Majeure Event") and delays of deliveries by suppliers or subcontractors which are caused by Force Majeure Events.

13.2 Either party may terminate this Agreement if the resulting suspension continues for a period exceeding 6 months and, in such case, Customer shall compensate Kalmar for all Products shipped plus work in progress, including without limitation the cost incurred for materials, parts and components.

14. LIMITATION OF LIABILITY

14.1 Kalmar shall not be liable for any indirect, incidental, special, punitive or consequential damage or loss, or any loss of production, loss of profit, loss of contracts, loss of use, loss of business, loss of data, or increased expense of operation or maintenance regardless whether arising out of contract (including breach of representation or warranty), tort, infringement or any other contractual or extra-contractual theory or basis.

14.2 In any event, Kalmar's total financial liability arising out of this Agreement shall not exceed 15% of the purchase price to the extent paid by Customer.

15. SAFETY

Customer is responsible for the safe operation of the Product(s). Customer releases and shall indemnify, defend and hold Kalmar harmless from and against all injuries, losses, damages, costs, fees, expenses, claims, and judgements caused by, related to or arising out of Customer's acts or omissions, its operations, or use of the Products, unless caused solely by Kalmar's gross negligence or willful misconduct.

16. ASSIGNMENT

Neither party shall assign its rights or obligations under this Agreement to any third party without the prior written consent of the other party. Notwithstanding the aforesaid, no consent is required for Kalmar to assign this Agreement to an affiliate or pursuant to a corporate reorganisation.

17. NO WAIVER

No failure or delay on the part of either party in exercising any right or remedy or any act, omission, or course of dealing between the parties shall operate as a waiver, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver authorised on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.

18. COMPLIANCE WITH LAWS

18.1 The parties will comply with all applicable laws and regulations in the performance of this Agreement including without limitation antimoney laundering, embargoes, sanctions, export control and any applicable anticorruption legislation.

18.2 Each party represents and warrants to the other that it and its employees, agents and representatives in any capacity have not directly or indirectly made, authorised or offered any payment, or given, authorised or offered the giving of anything of value, to: (i) any official or employee of any government, state-owned enterprise or international organisation; (ii) any person acting in an official capacity for or on behalf of any government or international organisation, for the purpose of illegally or improperly influencing any act or decision in any such person's official capacity, or illegally or improperly inducing any such person to use its influence with any government; or (iii) any political party of any government, or to any person known to be a candidate for any office in any government.

18.3 Customer represents and warrants that the Product(s) shall not be used for military purposes except as specifically disclosed in writing.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1 This Agreement shall be governed by the laws of Finland, excluding rules for choice of law that would cause the laws of another jurisdiction to apply. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

19.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall be confidential and conducted in the English language, and the seat of arbitration shall be Helsinki, Finland. Notwithstanding the foregoing, Kalmar may pursue collection of monies owed in any court of competent jurisdiction.

20. EQUITABLE REMEDIES

Notwithstanding the dispute resolution provisions of section 19, Customer acknowledges that a breach by it of any confidentiality, intellectual property and proprietary rights provision of this Agreement will cause Kalmar irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Kalmar may institute an action to enjoin Customer from any and all acts in a violation of those provisions, which remedy shall be cumulative and not exclusive, and Kalmar may seek the entry of an injunctive order enjoining any breach or threatened breach of those provisions. The foregoing shall not prevent Kalmar from seeking any other relief at law or in equity with respect to those provisions or any other breach of this Agreement.

21. GENERAL

21.1 The Agreement comprises the entire understanding between the parties and supersedes all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral.

21.2 No amendment to or modification of this Agreement is effective unless it is in writing and signed by the party against whom enforcement is sought.

21.3 The headings in this Agreement are for organisation and reference only, are not a part of this Agreement and do not impact the interpretation thereof.

21.4 In the event of a conflict between the Quotation and the Order Acknowledgement, the Order Acknowledgement shall govern.

