

# HIAB WEBSHOP – GENERAL SALES TERMS AND CONDITIONS (USA)

(v.04/2023)

## 1 APPLICABILITY AND OBJECT OF THE CONTRACT

1.1 These Hiab Webshop General Sales Terms and Conditions (the “**Conditions**”) shall apply to all purchases from the Hiab Webshop by the Customer. In case the Parties have entered into a separate written distribution, service or other agreement specifically covering the sale and purchase of the same Products purchased by the Customer from the Hiab Webshop, then these Conditions shall be read in conjunction with such agreement. Otherwise the sale and purchase of Products shall solely be governed by these Conditions and related documentation for the given sales transaction, which hereby together constitute the full contract (the “**Contract**”) between Hiab and the Customer.

1.2 By submitting an Order, request for offer or any other document to purchase Products from the Hiab Webshop, the Customer acknowledges: (a) its complete acceptance of these Conditions; and (b) that any terms accompanying Customer’s document(s) related to the sales transaction have no effect and shall not apply. No changes, amendments or additions to these Conditions or to the Contract shall apply unless expressly agreed in writing by Hiab.

1.3 Products sold in the Hiab Webshop are meant for professional use only and require professional installation to work safely and according to the Product specification. The Products are not intended for personal or consumer use and Hiab only accepts purchases from legal companies, i.e. orders from consumers are not accepted.

1.4 Hiab reserves the right at its sole discretion to amend, modify or alter these Conditions at any time without prior notice.

## 2 DEFINITIONS

“**Confidential Information**” shall mean any and all designs, drawings, technical documentation, specifications, test results, performance data, business practices, procedures, improvements, know-how, inventions, reports, financial data or other information obtained by the Customer from Hiab under the Contract.

“**Contract**” shall mean the contract between Hiab and the Customer based on (i) Hiab’s proposal and the Customer’s acceptance thereof, or (ii) an Order from the Customer and a written Order Confirmation of Hiab.

“**Contract Price**” shall mean the total price specified in the Contract, with any agreed changes to it.

“**Customer**” means the entity whose name and address appears on an Order and/or in the Order Confirmation as the purchaser of the Product(s).

“**Delivery**” means completion of the delivery of the Product(s) as defined in the Contract. If the Contract does not specify the Delivery, the Delivery shall be deemed to have occurred when the risk of loss and damage has passed to the Customer in accordance with the agreed delivery term.

“**Hiab**” shall mean the Hiab/Cargotec Corporation entity identified in the Order Confirmation and entering into the Contract with the Customer.

“**Order**” means an order placed by the Customer to Hiab in or through the Hiab Webshop (or otherwise) for the purchase of the Product/s.

“**Order Confirmation**” means, in respect of an Order, the written confirmation issued by Hiab accepting that Order.

“**Party**” shall mean Hiab or the Customer.

“**Parties**” shall mean Hiab and the Customer.

“**Product**” shall mean the equipment, spare part(s), component(s), product(s) and/or accessories and related documentation to be delivered to the Customer under the Contract as specified in the Order Confirmation. The

Products are manufactured and/or delivered by Hiab or a Hiab affiliated company or their sub-suppliers. Hiab, however, has the sole contractual relationship with the Customer.

“**Warranty Handbook**” means the warranty handbook in force from time to time that contains rules and guidelines for Hiab’s dealers and distributors for the application of the warranty and related procedures and which is an integral part of the warranty process under the distribution relationship for the Product(s).

“**Warranty Terms**” shall mean the standard warranty terms and conditions for the Product(s), including, if applicable, the rules and requirements included in the Warranty Handbook.

### **3 CONTRACT PRICE AND PAYMENT TERMS**

3.1 The Contract Price shall be invoiced and the Customer shall pay Hiab the Contract Price in accordance with the payment terms and method stated in the Contract. In case no payment term is specified in the Contract, payments shall be made by the Customer within thirty (30) days after the date of invoice. Unless otherwise agreed, Hiab shall issue the invoice upon shipment of the Product(s). In case a credit card has been chosen as a payment method, the card will be credited upon shipment of the Product(s). The Customer shall be liable for providing Hiab full and correct details of its identity. The Customer acknowledges and accepts that any incorrect details of the Customer's identity that cause Hiab a responsibility to pay sales tax, shall be added to the value of the Contract Price.

3.2 All Hiab Webshop prices are net prices, exclusive of any value added or sales taxes. Furthermore, the Contract Price is exclusive of any delivery or transportation costs, insurance premiums or other insurance charges, taxes, customs or duties or other charges or levies of any nature whatsoever and imposed at any time relating to the export, import, transportation, delivery and sale of Product(s) (“**Additional Costs**”). Hiab shall be entitled to invoice the Customer for any Additional Costs incurred by or on behalf of the Customer in addition to the Contract Price and any such invoiced Additional Costs shall be paid directly by the Customer to Hiab. For the avoidance of doubt, unless otherwise identified in the Contract, the Contract Price does not include the costs relating to the export, import or special packaging of the Product(s) and the Customer shall assume and be responsible for all such extra costs, which shall be deemed to form part of the Additional Costs.

3.3 Hiab has the right to suspend Customer’s access to the Hiab Webshop, or suspend, delay, refuse, or cancel any delivery of Product(s), or any other performance (including warranty coverage obligations) at any time if the Customer’s financial condition does not justify delivery or in case the Customer’s payment(s) under the Contract or any other contract are overdue. Delay interest on overdue payments shall be 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower (calculated from the due date to the date of payment). The Customer shall reimburse Hiab for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees.

3.4 Hiab reserves the right to make a credit check for the Customer and/or request for a credit application (including a personal payment guarantee) from the Customer prior to accepting any Order(s).

3.5 The prices for Products are subject to change from time to time at Hiab’s sole discretion. Any price changes do not however affect the Contract Price (other than as specified in Sections 3.2 or 4.4).

### **4 DELIVERY; RETENTION OF TITLE**

#### **Delivery**

4.1 Unless otherwise agreed (and subject at all times to the provisions of clause 3.2 in respect of costs and charges associated with transport and delivery which shall be deemed to supersede the provisions of the applicable delivery term in the event of any inconsistency), the delivery term for the Product(s) shall be as set forth on the Order Confirmation (INCOTERMS 2020). Risk of loss and damage shall pass from Hiab to Customer in accordance with the agreed delivery term.

4.2 Hiab endeavors to deliver the Product(s) in accordance with the time schedule indicated by Hiab. However, the actual delivery time may vary based on the availability and amount of Products ordered and therefore all dates of Delivery and periods within which the Delivery of the Product(s) shall be made, whether communicated to the Customer or not, are estimates only. Hiab may deliver Products in partial shipments and reserves the right to invoice such partial deliveries separately. Unless otherwise specifically agreed in the Contract, the Customer undertakes to accept deliveries after the originally agreed Delivery date and the

Customer shall not have the right to claim for costs or damages for delayed deliveries.

4.3 If the Customer fails to take Delivery, Hiab may store the Product(s) at the Customer's cost and expense.

4.4 In case of changes in the circumstances during the Delivery, which Hiab was unable to take into account when entering into the Contract or in case a matter outside Hiab's control causes delay or hinders Hiab's performance, the Delivery time shall be extended accordingly. In such case, Hiab is entitled to charge for additional costs arising from such delay, including, but limited to, any storage costs, together with reasonable overhead.

4.5 Upon Delivery of Product(s), the Customer shall carry out an inspection with respect to the conformity with specifications, missing parts or Product(s) and/or damages to the Product(s). In the event that the Customer finds any unsatisfactory conditions, the Customer shall immediately inform Hiab of its claim in writing, however, no later than five (5) days after date of Delivery. Hiab shall not be liable for any claim made by the Customer after the said time period.

#### **Retention of Title**

4.6 To the extent permissible by applicable law and with the restrictions imposed by statutory legal regulations, Hiab reserves the ownership of the Products sold until the full Contract Price has been paid to Hiab, with the addition of accrued costs. If the Products are sold in preparation for subsequent resale, incorporation into, or amalgamation with, other objects, the sold Products are not covered by the right of retention if the resale, incorporation or amalgamation has taken place. In the event the Products sold are converted or processed, the right of retention remains in force to the effect that it covers the converted or processed object to an extent equaling the value represented by the sold Product at the time of its sale.

4.7 Customer hereby grants to Hiab a security interest in Products sold hereunder together with the proceeds therefrom to secure payment of the Contract Price of such Products and agrees, and appoints Hiab its agent, to take all such action and to execute and file all such documents and instruments (including, but not limited to, UCC-1 financing statements) as may be necessary or reasonably requested by Hiab to perfect and continue Hiab's security interest hereunder.

## **5 RETURN OF PRODUCTS**

5.1 The possibility to return the Product(s) depends on the location of the Customer, Product type, age of the Product and other variants. Any and all returns are subject to applicable Hiab Return and Cancellation Policy and the following conditions and any other return conditions defined by Hiab.

5.2 Subject to Section 9 (Warranty), Hiab may, in its discretion, accept a Customer's written request for an exchange of the Product(s) or a return of the Product/s and a refund of the Contract Price for the returned Product (the "**Request**") provided that:

- a) the Request is sent to Hiab in accordance with the relevant Hiab Return and Cancellation Policy (as may be amended by Hiab from time to time) and a return approval has been obtained from Hiab prior to exchange or return of Product(s);
- b) the Product(s) are in clean and re-saleable condition (e.g. the Product(s) is in its original packaging and has not been used) and have not been damaged (whether in transit or otherwise); and
- c) relevant return documents are sent to Hiab with the exchanged or returned Product(s).

5.3 Unless otherwise specified or accepted by Hiab, special or bespoke Product(s) are not eligible for exchange or return.

5.4 Unauthorized exchanges or returns will not be accepted by Hiab and Hiab will not be responsible for them. Furthermore, in case the exchange or return is not made in accordance with the above conditions and/or any other return conditions defined by Hiab, Hiab reserves the right to reject the exchange or return.

5.5 All applicable shipping fees will be charged on all returns and exchanges (other than returns covered by the Warranty Terms or returns resulting directly from an error by Hiab). In connection with returns covered by the Warranty Terms or resulting directly from an error by Hiab, the Customer shall nevertheless bear the shipping costs from Customer to Hiab. All freight must be prepaid by Customer unless otherwise specified by Hiab. All returns and exchanges are subject to applicable cancellation and/or re-stocking fees and other costs

in accordance with the applicable Return and Cancellation Policy in force from time to time. The Customer acknowledges that re-stocking charges and other applicable fees represent the costs incurred by Hiab in accepting the returned Product(s). For the avoidance of doubt, the costs of the initial delivery of the returned Product(s) are not refundable.

5.6 The Customer acknowledges that the above list may not be exhaustive and other conditions and fees may apply. The Customer shall contact and consult a local Hiab representative before returning any Product(s).

## **6 FORCE MAJEURE**

6.1 Each Party shall be entitled to suspend performance of his obligations under the Contract (other than payment of monies then due) to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: labor disputes and any other circumstances beyond the control of the Parties such as but not limited to fire, war or warlike actions, piracy, mobilization, requisition, embargo, acts of God, currency restriction, insurrection, government action, restrictions in use of power and defects or delays in deliveries by subcontractors caused by any such circumstance referred to in this clause. The Party affected by an event of Force Majeure shall promptly notify the other Party of the event and its restoration in writing.

6.2 Each Party shall be entitled to terminate the Contract by a notice in writing if the Delivery of Product(s) is or will be delayed for more than six (6) months due to Force Majeure. If the Contract is so terminated, Hiab is entitled to receive payment for the work already made and portion of Product(s) already delivered and materials ordered but not yet delivered to the Customer, which Hiab cannot utilize for other customers.

## **7 CHANGES**

Hiab reserves the right to change the design or specifications of its Products or discontinue manufacturing and sale of the Products at any time (subject to fulfilling accepted Orders). Product change does not incur any liability to carry out identical or similar changes to previously manufactured or delivered Products.

## **8 SPECIFICATIONS**

8.1 Any samples, drawings, descriptive matter (in catalogues, operating manuals or otherwise) or advertising produced by Hiab are produced for the purpose of giving an approximate idea of the Product(s) identified in them. They shall not form part of the Contract or have any contractual force.

8.2 Notwithstanding any recommendation or suggestions relating to the use of the Product(s), whether contained in Hiab's catalogue, operating manuals or elsewhere, or made by Hiab in response to an enquiry from the Customer, it is the Customer's responsibility (unless otherwise specifically agreed by Hiab in writing) to satisfy himself of the suitability of the Product(s) for his own particular purpose and he shall be deemed to have done so. Hiab shall have no responsibility for the accuracy of any drawings, particulars or specification supplied by the Customer or for any defect or failure of the Product(s) to comply with any specifications arising as a result of the same, to the extent permissible by applicable law.

## **9 WARRANTY**

9.1 Unless specified otherwise in the Warranty Terms for a Product, Hiab warrants that the Product(s) shall be free from defects in materials and workmanship during a period of twelve (12) months from the date of Delivery (the "**Warranty Period**"). For Products categorized by Hiab as "accessories", the Warranty Period shall be twenty-four (24) months from the date of Delivery. Unless specifically agreed otherwise in writing, Hiab makes NO WARRANTIES with respect to used or second hand Product(s) or to any non-Hiab branded parts or products ("**Third Party Parts**"). Hiab's sole obligation with respect to Third Party Parts shall be to transfer to the Customer the manufacturer's warranty for such parts, to the extent transferable.

9.2 Under the above warranty, Hiab agrees to, at its option and as Customer's sole and exclusive remedy, either repair or replace a defective Product(s) (or part thereof), or credit or refund the price of such Product(s) at the pro rata Contract Price rate. Any defective Product(s) or parts that are replaced shall become the property of Hiab. The Customer shall bear the risk and cost of transportation of the returned Product to Hiab. Any and all costs (including labour time) arising out of or in connection with the installation of any repaired or replacement Products or dismantling or uninstalling any defective Products are expressly excluded under the

warranty. The above warranty does not cover any costs and expenses for freight, labor or travel time involved in fulfilling the above warranty obligations by Hiab.

9.3 The Customer shall without undue delay and at latest within fourteen (14) days from the discovery of a defect, notify Hiab in writing of any defect appearing under the above warranty. If the Customer fails to give notice of such defect within the warranty period, the Customer shall lose its rights in respect of the defect.

9.4 A warranty claim must include the (i) original order number, (ii) original purchase invoice, (iii) replacement purchase invoice, as well as (iv) the Product and machine serial numbers and hour readings (when applicable).

9.5 Seller's liability shall apply only to defects that appear under the conditions of normal operation and in proper use. In particular, the warranty does not cover defects arising from (i) the Customer's faulty or improper maintenance, installation, handling, service, storing or inspection, (ii) non-compliance with manufacturer's or operator's manual, operating or maintenance instructions or other instructions relating to the Product(s) or the equipment to which the Product is installed, or (iii) from repairs, alterations or adjustments carried out by the Customer. Furthermore, the warranty does not cover defects arising from an accident, theft, vandalism, misuse or negligence, nor does it cover normal deterioration or wear and tear. Further exclusions and requirements for the warranty coverage may be included and specified in the Warranty Terms.

9.6 If defects in Product(s) may cause damage or danger, the Customer shall take all immediate measures, which are necessary to prevent or reduce such damage or danger.

9.7 In case the Customer is a dealer or distributor of Hiab, further rules and requirements for warranty processing are included in the Warranty Handbook.

9.8 EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 9, HIAB MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

## **10 LIMITATION OF LIABILITY; INDEMNITY**

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HIAB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HIAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HIAB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT PRICE.

10.2 THE REMEDIES OF THE CUSTOMER SET FORTH IN THE CONTRACT ARE EXCLUSIVE.

10.3 The Customer hereby agrees to defend, indemnify and keep Hiab and Hiab's affiliated companies harmless from and against any injuries, losses, damages, costs, fees, judgment, settlement or other expenses caused by, related to or arising from Customer's operations, use, sale or ownership of the Product(s), or other claims however arising in connection with the use or operation of the Product(s), unless caused by the gross negligence or willful acts of Hiab.

10.4 The limitations of liability shall not apply to liability caused by or arising from fraud or fraudulent misrepresentation; willful misconduct or gross negligence; or death or personal injury caused by negligence. Some states or countries do not allow the exclusion of certain warranties or the limitations and/or exclusions of liability described herein. In such case, (some of) these limitations and/or exclusions may not apply to a Customer who resides in one of those states or countries, but otherwise they are in effect to the maximum

extent allowed by applicable laws.

## **11 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

11.1 The Customer shall be entitled to use the Confidential Information, drawings, documents and other information furnished by Hiab only for the purpose, which they were provided for. The Customer shall take all necessary precautions to prevent an unauthorized disclosure or use of Confidential Information by the Customer's employees, subagents or other intermediaries. The confidentiality obligation shall survive the termination or expiry of the Contract.

11.2 Any and all intellectual property rights related to the Product(s) delivered by Hiab, including, without limitation, any and all patents, trademarks, copyright, know-how, Confidential Information, software, drawings and/or documentation or data included in, with or comprising the Product(s) ("IPR"), and all ownership rights in and to the IPR shall remain solely and exclusively with Hiab or its licensor(s), as applicable. The IPR shall not, without the consent of Hiab, be used for any other purpose than that for which they were provided for and may not be copied, reproduced, transmitted or communicated to a third party. Hiab shall not be obligated to provide any manufacturing drawings of the Product(s) to the Customer or any information to the extent that it is considered by Hiab to be commercially sensitive.

## **12 TERMINATION**

12.1 In addition to the other termination rights provided for in these Conditions, either Party may terminate this Contract with immediate effect if (i) the other Party commits a material breach of the Contract and has not remedied the situation within thirty (30) days (five (5) days in the case of a payment default) from the receipt of written notice thereof; or (ii) to the extent permitted by applicable law, the other Party becomes insolvent, bankrupt, enters into reorganization or a threat thereof is evident; or (iii) to the extent permitted by applicable law, the other Party suspends, or threatens to suspend, payment of its debts as they fall due or is deemed or declared to be unable to pay its debts under applicable law.

12.2 In case of termination due to Hiab's default, Hiab shall be paid for the value of the work completed to such date and Product(s) already delivered as well as materials ordered but not delivered to the Customer, which Hiab cannot utilize for other customers.

12.3 If Hiab terminates the Contract, in whole or in part, due to the Customer's fault (which includes cancellation of the Order at any time), without prejudice to any other remedies which may be available to Hiab: (i) the Customer shall compensate Hiab for the loss it suffers as a result of or in connection with the Customer's default (including, but not limited to, and loss of profits, and any indirect or consequential losses); and (ii) any invoices relating to the provision of Product(s), which are outstanding and unpaid as at the date of termination of the Contract shall become immediately due and payable with effect from such date.

## **13 ASSIGNMENT**

The Parties hereto shall not without the prior written consent of the other Party assign any of their rights or obligations arising out of the Contract to a third party. Notwithstanding the foregoing, Hiab shall, however, be entitled to assign the Contract to any of its affiliated companies.

## **14 PRODUCT RECALL**

14.1 The Customer acknowledges that Hiab has obligations pursuant to applicable legal requirements in respect of product safety. The Customer undertakes not to take any actions or do anything, which may hinder or restrict Hiab's ability to comply with such legal requirements.

14.2 If the Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Product's from the market it shall immediately notify Hiab in writing enclosing a copy of the request, court order or other directive. The Customer undertakes to provide any assistance as may reasonably be requested by Hiab in connection with contacting customers or end-users of Product(s) in order to effect any product recall process.

14.3 Unless required by law, the Customer may not undertake any recall or withdrawal without the written permission of Hiab and only then in strict compliance with Hiab's instructions as to the process of implementing

the withdrawal.

## **15 PROVISIONS SEVERABLE; ENTIRE AGREEMENT**

15.1 In case any provision or any part of a provision of the Contract is held invalid or unenforceable, the validity of the remaining provisions of the Contract shall not be affected thereby and each remaining provision or part thereof will be valid and enforceable to full extent permitted by law. Where any provision is held invalid or unenforceable, the parties endeavor to negotiate in good faith to agree a replacement provision that to the greatest extent possible, achieves the intended commercial result of the original provision.

15.2 The Contract states the entire agreement between the Parties relating to the subject matter thereof and supersedes all prior communications, whether written or oral, between the Parties.

## **16 NO WAIVERS**

Any failure of either Party to enforce, at any time or for any period of time, any of the provisions of the Contract shall not be construed as a waiver of such provisions or of the right of the Party thereafter to enforce each and every such provision.

## **17 COMPLIANCE WITH LAWS; PROVISION OF INFORMATION**

17.1 Each Party shall comply with and shall conduct its business at all times in accordance with all applicable laws and regulations pertaining to, without limitation, sanction requirements and (re-)export control regulations, anti-money laundering, bribery and anti-corruption, as well as the US Foreign Corrupt Practices Act and the UK Bribery Act. When reselling Product(s), Customer shall comply with sanction requirements imposed, administrated or enforced from time to time by European Union, the United Nations Security Council and any other applicable sanctions authority. The Customer agrees that any Products quoted and delivered by Hiab shall be quoted and delivered subject to all applicable export controls, sanction requirements, or restrictions that are enforceable in the jurisdiction of Hiab or any of its affiliated companies. None of the Products delivered by Hiab can be sold, exported, re-exported, or otherwise diverted to a prohibited end-user, destination, or end-use. Customer confirms that it is not listed on, or owned or controlled by a person listed on, any sanctions list or program of any authority. Customer will immediately notify Hiab if Customer, any of its shareholders, or any of its or their respective directors, officers, agents, or employees, or any party acting on behalf of any of them becomes identified on any sanctions list or program. Without prejudice to any other rights or remedies that Hiab may have, Hiab shall have the right to terminate or suspend the delivery of the Products with immediate effect if Customer or any party acting on Customer's behalf violates or causes Hiab to violate this Section or if Hiab in its reasonable judgement, becomes exposed to the risk of being sanctioned, or where a relevant authority may consider the delivery of Products to be prohibited or sanctionable. If Hiab does not fulfil its contractual obligations due to the circumstances mentioned herein, Hiab shall not, in any way, be liable towards the Customer.

17.2 The Customer shall obtain and provide to Hiab, in a timely manner, all such information, documentation and assistance as may be requested by Hiab in order for Hiab to fulfill its obligations under the Contract and applicable laws and regulations.

## **18 CONTROLLING TERMS**

If the Contract is deemed an acceptance of a prior offer by the Customer, such acceptance is limited to the express terms contained in the Contract. The Customer's acceptance of the Contract is limited to the terms contained in the Contract, and Hiab hereby objects to and rejects any additional, different or varying terms proposed by the Customer (including, without limitation, any terms attached to or referenced in the Customer's purchase order), unless Hiab expressly assents to such terms in writing. Such proposal of additional, different or varying terms by the Customer will not operate as a rejection of Hiab's offer, and Hiab's offer will be deemed accepted without such additional, different or varying terms. The Contract constitutes the final expression of the terms between Hiab and the Customer regarding the Product(s) and is the complete statement of those terms. Any terms, conditions, negotiations or understandings not contained in the Contract will have no force

or effect unless made in writing and signed by Hiab and the Customer.

## **19 GOVERNING LAW AND DISPUTE RESOLUTION**

19.1 This Contract shall be construed and interpreted in accordance with the laws of the state of Ohio, USA, excluding its rules for choice of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

19.2 Except as provided in Section 19.3 below, any action, claim, suit or proceeding between the Parties, whether based on federal, state, statutory, or common law, shall be litigated solely and exclusively before the United States District Court for the Northern District of Ohio or the courts of the State of Ohio sitting in Wood County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the United States District Court for the Northern District of Ohio or the courts of the State of Ohio sitting in Wood County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

19.3 Notwithstanding the above, any action by Hiab to collect overdue payments related to the Products sold under the Contract may, at Hiab's sole discretion, be initiated and pursued by Hiab in any a court of competent jurisdiction.