

GENERAL TERMS AND CONDITIONS OF WASEL TURMDREHKRANE GMBH FOR THE SALE OF TOWER CRANES

WASEL TURMDREHKRANE GMBH

LAST UPDATED 02/2026



1. General information

- 1.1. All deliveries, services, and offers provided by Wasel Turmdrehkrane GmbH (hereinafter also referred to as the "seller") are based exclusively on these General Terms and Conditions. These are an integral part of all contracts that the seller concludes with its contracting partners (hereinafter also referred to as "client") for the deliveries or services it offers. They also apply to all future deliveries, services, or offers to the client, even if they are not separately agreed again.
- 1.2. The client's terms and conditions or those by third parties shall not apply, even if Wasel Turmdrehkrane GmbH does not separately object to their validity in individual cases. Even when Wasel Turmdrehkrane GmbH refers to a document that contains or refers to the client's terms and conditions or those by a third party, this does not constitute agreement with the validity of those terms and conditions.
- 1.3. If Wasel Turmdrehkrane GmbH also provides assembly services to the client in connection with the sale, the General Terms and Conditions of Wasel Turmdrehkrane GmbH for Tower Crane Assembly and Disassembly and the supplemental sheet on preparation work for the jobsite shall apply in addition to the General Terms and Conditions of Sale.

2. Offer, technical changes, property rights and copyrights

- 2.1. All offers made by the seller are subject to change and non-binding unless they are expressly marked as binding or specify an acceptance period. If a client's order qualifies as an offer to enter into a contract pursuant to Section 145 of the German Civil Code (BGB), Wasel Turmdrehkrane GmbH may accept this offer within two weeks of receipt. In this case, the agreement shall become binding for Wasel Turmdrehkrane GmbH upon dispatch of the written order confirmation.
- 2.2. The conclusion of the contract is subject to correct and timely delivery to Wasel Turmdrehkrane GmbH by the suppliers of Wasel Turmdrehkrane GmbH, unless Wasel Turmdrehkrane GmbH is responsible for the incorrect or delayed delivery from its own suppliers.
- 2.3. The legal relationship between the seller and the client is governed solely by the written purchase contract, including these General Terms and Conditions of Delivery. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments made by the seller prior to the conclusion of this contract are not legally binding, and verbal agreements between the contracting parties are replaced by the written contract, unless expressly agreed otherwise between the contracting parties.
- 2.4. Supplements and amendments to the concluded agreements, including to these General Terms and Conditions of Delivery, must be in writing before they shall be effective. The seller's employees are not authorized to make verbal agreements that deviate from the written contract, with the exception of managing directors or authorized signatories. Telecommunication transmission, in particular by fax or email, shall be considered sufficient in order to comply with the written form requirement.
- 2.5. Technical and operational information on weight, dimensions, and other performance and consumption data in brochures, drawings, and publications of Wasel Turmdrehkrane GmbH are

for general information only, unless reference is made to them in the order confirmation; however, even in this case, there is no express guarantee within the meaning of Section 443 of the German Civil Code.

- 2.6. Wasel Turmdrehkrane GmbH reserves the right to make changes to the design, form, shape or profile at any time prior to delivery of the goods in the client's interest. Wasel Turmdrehkrane GmbH shall inform the client of any changes.
- 2.7. Technical specifications, drawings, plans, and written documents labeled as confidential remain the property of Wasel Turmdrehkrane GmbH. Wasel Turmdrehkrane GmbH also reserves the rights to all copyrights in this regard. The disclosure of such documents to third parties requires the prior express consent of Wasel Turmdrehkrane GmbH.

3. Pricing and terms and conditions of payment

- 3.1. The prices stated by Wasel Turmdrehkrane GmbH represent net prices "ex works", unless otherwise agreed. Packaging, freight, insurance, and other ancillary costs (storage, third party inspection) are not included unless specifically agreed.
- 3.2. If the agreed price has increased at the time of performance due to a change in the market price or an increase in the fees charged by third parties included in the terms of performance, the higher price shall apply. If this price is 20 percent or higher compared to the agreed price, the client has the right to withdraw from the contract. This right shall be made in writing to Wasel Turmdrehkrane GmbH immediately after notification of the price increase.
- 3.3. Unless otherwise specified in the contract, the purchase price is due within fourteen (14) calendar days of acceptance and submission of a corresponding invoice, whereby the timeliness of the payment is determined by the date of receipt of payment by Wasel Turmdrehkrane GmbH. The purchase price shall also be due within the aforementioned period of time if the client does not accept the object of sale despite notification indicating that it is ready for collection.
- 3.4. Wasel Turmdrehkrane GmbH shall be entitled to make outstanding deliveries or provide outstanding services only against advance payment or security if, after conclusion of the contract, it becomes aware of circumstances that are likely to significantly reduce the creditworthiness of the contracting party and that jeopardize the payment of Wasel Turmdrehkrane GmbH's outstanding claims by the client from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).
- 3.5. The client's right of retention or right to offset shall only exist in the case of counterclaims by the client that have been undisputed or recognized by the seller, or legally established, based on the same contractual relationship.
- 3.6. In addition to the aforementioned amounts, value-added tax shall be charged at the applicable statutory rate. Wasel Turmdrehkrane GmbH shall list the amount of the respective value-added tax separately in the invoices.

4. Delivery, period of performance and partial performance

- 4.1. Wasel Turmdrehkrane GmbH shall not be liable for impossibility of delivery or for delays in delivery insofar

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as these are due to force majeure or other events that were not foreseeable at the time of conclusion of the contract (such as operational disruptions of any kind, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, shortages of labor, energy, or raw materials, difficulties in obtaining necessary official approvals, pandemics or epidemics, official measures, or the failure of suppliers to deliver, or to deliver correctly or on time, despite a matching cover transaction concluded by Wasel Turmdrehkrane GmbH) for which Wasel Turmdrehkrane GmbH is not responsible. If it becomes significantly more difficult or impossible for Wasel Turmdrehkrane GmbH to make delivery or performance due to such events, and the hindrance is not only of a temporary nature, Wasel Turmdrehkrane GmbH shall be entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery period or period of performance shall be extended or the delivery period or period of performance postponed by the period of the hindrance plus reasonable lead time. If, as a result of the delay, the contracting partner cannot reasonably be expected to accept the delivery or performance, it may withdraw from the contract by immediately notifying the seller in writing.

4.2. Wasel Turmdrehkrane GmbH may – without prejudice to its rights arising from default on the part of the client – demand an extension of the delivery periods and periods of performance or a postponement of the delivery periods and periods of performance from the contracting partner by the period during which the contracting partner fails to fulfill its contractual obligations to Wasel Turmdrehkrane GmbH.

4.3. If Wasel Turmdrehkrane GmbH is in default with a delivery or performance of service or if it becomes impossible for Wasel Turmdrehkrane GmbH to effect a delivery or performance of service for any reason whatsoever, the liability of Wasel Turmdrehkrane GmbH for damages shall be limited in accordance with Section 8 of these General Terms and Conditions.

4.4. Wasel Turmdrehkrane GmbH shall be entitled to make partial deliveries at any time.

5. Place of performance, shipping, packaging, transfer of risk and acceptance

5.1. Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is Bergheim (in Germany). If Wasel Turmdrehkrane GmbH is also responsible for installation, place of performance is the location where the installation is to take place.

5.2. Choice of the shipping method and packaging shall be at the discretion of Wasel Turmdrehkrane GmbH.

5.3. If shipment of the goods has been agreed and Wasel Turmdrehkrane GmbH is not responsible for transport or installation, the risk shall pass to the client at the latest upon handover of the object of delivery (whereby the start of the loading process shall be decisive) to the carrier, forwarding agent, or other third party designated to carry out the shipment. If shipment or handover is delayed due to circumstances for which the client is responsible, the risk shall pass to the client on the day on which the object of delivery is ready for shipment and Wasel Turmdrehkrane GmbH has notified the client thereof.

5.4. Storage costs after transfer of risk shall be borne by the client. If storage is provided by Wasel Turmdrehkrane GmbH, the

storage costs shall amount to (0.25) percent of the invoice amount for the objects of delivery to be stored on a weekly basis at the end of each week. The right to assert and prove lower or additional storage costs remains reserved.

5.5. Wasel Turmdrehkrane GmbH shall only insure the shipment against theft, breakage, transport, fire, and water damage or other insurable risks at the express request of the client and at the client's expense.

5.6. If it has been agreed that acceptance is to take place, the object of delivery shall be deemed accepted when: the delivery – and if Wasel Turmdrehkrane GmbH is also responsible for installation, the installation – has been completed; Wasel Turmdrehkrane GmbH has notified the client of this fact with reference to the deemed acceptance pursuant to Section 5.6 and has requested the client to accept the delivery; ten (10) working days have passed since delivery or installation, or the client has started using the object of sale (for example, having put the delivered system into operation) and, in this case, five (5) working days have passed since delivery or installation; and the customer has failed to declare acceptance within this period for a reason other than a defect reported to Wasel Turmdrehkrane GmbH that renders the use of the object of sale impossible or significantly impairs it.

6. Retention of title

6.1. The retention of title agreed as follows serves to secure all existing and future claims of Wasel Turmdrehkrane GmbH against the client arising from the delivery relationship between the contracting parties (including outstanding balance claims from a current account relationship limited to this delivery relationship).

6.2. The goods delivered by the seller to the client remain the property of Wasel Turmdrehkrane GmbH until all secured claims have been paid in full. The goods and the goods covered by the retention of title that replace them in accordance with the following provisions are hereinafter referred to as "goods subject to retention of title".

6.3. The client shall store the goods subject to retention of title free of charge for the seller.

6.4. The client shall be entitled to use, process and dispose of the goods subject to retention of title in the ordinary course of business unless and until an enforcement event (Section 6.9) occurs. It is not permitted to pledge the goods or transfer them by way of security.

6.5. If the goods subject to retention of title are processed by the client, it shall be agreed that the processing shall be carried out in the name and for the account of Wasel Turmdrehkrane GmbH as the manufacturer and that Wasel Turmdrehkrane GmbH shall immediately become the owner or – if the processing is carried out using materials from several owners or if the value of the processed item is higher than the value of the goods subject to retention of title – co-owner (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. In the event that no such acquisition of ownership should occur at Wasel Turmdrehkrane GmbH, the client shall hereby transfer its future ownership or – in the above-mentioned ratio – co-ownership of the newly created item to the seller as security. If the goods subject to retention of title are combined with other items to form a single item or

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are inseparably mixed and one of the items is to be regarded as the main item, so that the seller or the client acquires sole ownership, the party to whom the main item belongs shall transfer to the other party proportional co-ownership of the single item in the ratio specified in Section 6.5 clause 1.

- 6.6. In the event of resale of the goods subject to retention of title, the client shall hereby assign to Wasel Turmdrehkrane GmbH by way of security the resulting claim against the purchaser, or in the case of co-ownership of the goods subject to retention of title by the seller, proportionately in accordance with the co-ownership share. The same applies to other claims that replace the goods subject to retention of title or otherwise arise in relation to the goods subject to retention of title, such as insurance claims or claims arising from tort in the event of loss or destruction. The seller shall revocably authorize the client to collect the claims assigned to the seller in its own name. The seller may only revoke this collection authorization in the case of an occurrence of an enforcement event.
- 6.7. If third parties access the goods subject to retention of title, in particular through seizure, the client shall immediately inform them of the ownership of Wasel Turmdrehkrane GmbH and notify the seller thereof in order to enable it to enforce its property rights. If the third party is unable to reimburse the seller for the judicial or extrajudicial costs incurred in this connection, the client shall be liable to the seller for these costs.
- 6.8. Wasel Turmdrehkrane GmbH shall release the goods subject to retention of title and the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 50 percent. The selection of the items to be released thereafter shall be made by the seller.
- 6.9. If Wasel Turmdrehkrane GmbH withdraws from the contract due to breach of contract by the client (enforcement event), in particular default of payment, Wasel Turmdrehkrane GmbH shall be entitled to demand the return of the goods subject to retention of title.

7. Warranty and material defects

- 7.1. The warranty period shall be one year from delivery or, if acceptance is required, starting at acceptance. This period shall not apply to claims for damages by the client arising from injury to life, limb, or health or from intentional or grossly negligent breaches of duty by the seller or its vicarious agents; these are subject to the relevant statutory limitation period.
- 7.2. The objects of delivery shall be carefully inspected immediately after delivery to the client or to a third party designated by the client. They shall be deemed to have been accepted by the client with regard to obvious defects or other defects that would have been apparent during an immediate, careful inspection if Wasel Turmdrehkrane GmbH does not receive a notice of defects in writing within seven (7) working days of delivery. With regard to other defects, the objects of delivery shall be deemed to have been accepted by the client if Wasel Turmdrehkrane GmbH does not receive a notice of defects within seven (7) working days of the time at which the defect became apparent; if the defect was already apparent at an earlier point in time during normal use, however, this earlier point in time shall be decisive for the start of the period for giving notice of defect. An object of delivery that is the subject of a complaint must be returned at the request of Wasel Turmdrehkrane GmbH to Wasel Turmdrehkrane GmbH free of transportation charges. In the

event of a justified notice of defects, Wasel Turmdrehkrane GmbH shall reimburse the costs of the least expensive shipping method; this shall not apply if the costs increase because the object of delivery is located at a place other than the place of intended use.

- 7.3. In the event of material defects in the objects of delivery, Wasel Turmdrehkrane GmbH shall first be obliged and entitled to repair or replace the objects at its discretion within a reasonable period of time. In the event of failure, that is, impossibility, unreasonableness, refusal, or unreasonable delay in repair or replacement, the client shall be entitled to withdraw from the contract or reduce the purchase price appropriately.
- 7.4. If a defect can be attributed to Wasel Turmdrehkrane GmbH, the client shall be entitled to claim damages under the provisions specified in Section 8.
- 7.5. In the event of defects in components from other manufacturers that Wasel Turmdrehkrane GmbH cannot remedy for reasons of licensing or practical reasons, Wasel Turmdrehkrane GmbH shall, at its discretion, assert its warranty claims against the manufacturers and suppliers on behalf and account of the client or assign them to the client. Warranty claims against Wasel Turmdrehkrane GmbH for such defects under the other conditions and in accordance with these General Terms and Conditions shall only exist, if legal enforcement of the above-mentioned claims against the manufacturer and supplier has been unsuccessful or is futile, for example, due to insolvency. The statute of limitations for the client's warranty claims against Wasel Turmdrehkrane GmbH shall be suspended during the duration of the legal dispute.
- 7.6. The warranty shall lapse if the client modifies the object of delivery or has it modified by third parties without the consent of Wasel Turmdrehkrane GmbH and this makes it unreasonably difficult or impossible to remedy the defect. In any case, the client shall bear the additional costs of remedying the defect resulting from the modification.
- 7.7. Wasel Turmdrehkrane GmbH excludes any warranty for material defects if the subject matter of the contract is the purchase and/or delivery of used items.

8. Liability for damages due to culpability

- 8.1. The liability of Wasel Turmdrehkrane GmbH for damages, regardless of the legal basis, in particular due to impossibility, delay, defective, or incorrect delivery, breach of contract, breach of duties during contract negotiations, and tort, is limited in accordance with Section 8, insofar as culpability is relevant in each case.
- 8.2. Wasel Turmdrehkrane GmbH shall not be liable in the event of simple negligence on the part of its corporate bodies, legal representatives, employees, or other vicarious agents, unless this involves a breach of essential contractual obligations. The essential terms of the contract are the obligation to deliver and install the object of delivery on time, to ensure that it is free of legal defects and material defects that more than insignificantly impair its functionality or usability, as well as the obligations to provide advice, protect, and care that are intended to enable the client to use the object of delivery in accordance with the contract or that are intended to protect the life and limb of the client's personnel or to protect the client's property from significant damage.

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- 8.3. Insofar as Wasel Turmdrehkrane GmbH is liable for damages on the merits pursuant to Section 8.2, this liability is limited to damages that Wasel Turmdrehkrane GmbH foresaw as a possible consequence of a breach of contract at the time the contract was concluded or that Wasel Turmdrehkrane GmbH should have foreseen if it had exercised its due diligence. Indirect damages and consequential damages resulting from defects in the object of delivery shall also only be eligible for compensation if such damages are typically to be expected when the object of delivery is used as intended. The above provisions under Section 8.3 shall not apply in the event of intentional or grossly negligent conduct on the part of board members or senior executives of Wasel Turmdrehkrane GmbH.
- 8.4. In the event of liability for simple negligence, the obligation of Wasel Turmdrehkrane GmbH to provide compensation for damages to property and any resulting further financial losses shall be limited to an amount of 5,000.00 Euros per claim, even if this involves a breach of essential contractual obligations.
- 8.5. The above exclusions and limitations of liability apply to the same extent in favor of the corporate bodies, legal representatives, employees, and other vicarious agents of Wasel Turmdrehkrane GmbH.
- 8.6. Insofar as Wasel Turmdrehkrane GmbH provides technical information or advice and this information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.
- 8.7. The limitations of Section 8 here shall not apply to the liability of Wasel Turmdrehkrane GmbH for intentional conduct, for guaranteed specified features, for injury to life, limb, or health, or under the German Product Liability Act.

9. Final provisions

- 9.1. If the client is an entrepreneur, a legal entity under public law, or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between Wasel Turmdrehkrane GmbH and the client shall be the registered office of Wasel Turmdrehkrane GmbH. Bergheim (in Germany) shall be the exclusive place of jurisdiction for legal action against Wasel Turmdrehkrane GmbH. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- 9.2. The relationship between Wasel Turmdrehkrane GmbH and the client shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG), as adopted on April 11, 1980, shall not apply.
- 9.3. In the event that the contract or these General Terms and Conditions contain loopholes, the legally effective provisions that the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loophole shall be deemed to have been agreed upon to fill these loopholes.

Please note: *The German version of these General Terms and Conditions, which formed the basis of the English language translation provided here as a courtesy, is the legally binding version.*