

# OFFER

Reach Stacker SMV 4632 TC5  
for Riigi Kaitseinvesteeringute  
Keskus  
Quote Ref QUO0000033024



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**Dear**

Thank you for the opportunity to offer the SMV 4632 TC5 to your company site in Põlva, Estonia. Konecranes is the world's leading manufacturer in the material lifting business. We have delivered more than 10,000 Lift Trucks all over the world.

The SMV 4632 TC5 we are offering you today is designed to meet the toughest demands and is built according to your specific requirements. That is what we call 'Built for your World'. It has been purchased by some of the world's leading industrial companies due to its high productivity, high reliability, and low total cost of ownership.

I look forward to discussing this offer with you in detail.

With kind regards,

**Marek Ploom**  
**Willenbrock Baltic OÜ**

**marek.ploom@willenbrock.ee**

## 5 REASONS TO CHOOSE KONECRANES

1

### Global footprint

Operations at over 600 locations. in more than 120 countries worldwide and served by a broad distributor network.



2

### Optima – The best cabin on the market

Every detail has been carefully designed for comfort and safety. Controls, displays, ventilation and seating work to boost driver productivity. Excellent visibility in all directions.



3

### Smart Connected Lift Trucks

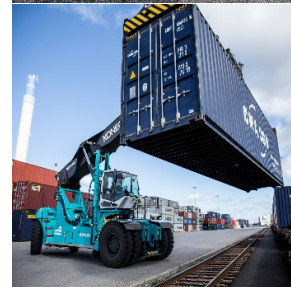
Remote monitoring is a key toward a more productive, efficient and safe workplace. With TRUCONNECT you get more out of your lift trucks.



4

### Smarter where it matters

Years of experience has proven that the combination of high quality components and cutting edge technology together with low running costs results in a lower total cost of ownership.



5

### Your uptime, our focus

The Konecranes group has the largest service organization in the world. A global and local network of maintenance professionals ensures that your machines have the optimal uptime. 24/7 spare parts supply from distribution centers worldwide.



# SMV 4632 TC5 - Reach Stacker

## DESCRIPTION OF STANDARD FEATURES AND OPTIONS INCLUDED IN THIS OFFER

### 00. GENERAL INFORMATION, STANDARDS & NORMS

The reach stacker is designed and built in accordance with the current legislations and norms, which are described below:

2006 / 42 / EC .....	Machinery Directive
ISO 22915 series .....	Stability for Container Handling Trucks
EN ISO 3691-2 .....	Safety for industrial Trucks
ISO 3046 .....	Engine power, torque, fuel & emission norm
EN 12895 .....	Electro Magnetic Compatibility approvals (EMC)
EN 16842 series .....	Visibility norm for driver
EN 13059 .....	Vibration norm for driver
EN 12053 .....	Noise level norm (DIN 45635 inside cab)

### 01. TRUCK MISCELLANEOUS INFO

#### Standard

- 

#### Included options

- 

#### Quantity

### 10. CHASSIS "BOX-TYPE"

The chassis is made with long life time, low concentration of stress, and a high torsion strength in mind. This is possible through the high-strength rectangular design that is built from two longitudinal welded box sections with powerful cross members. There is also one extra cross member in the rear upper tower section, where the boom is fixed to the chassis. The front end of the chassis is made even stronger by reinforcements with thick steel plates, support plates and brackets. All fixation points for vital main components, including drive axle, steer axle and lift boom, have very powerful fixation points which together with the design gives a durable and rigid chassis.



#### Chassis components in this offer

#### Standard

- Box type chassis, bolted tanks, mudguards front & rear
- 2+2 lift eyes (front in chassis & rear on counter weight)
- External rear view mirror on mudguards (back side)
- Longitudinal moveable cabin "TC models" (stroke 2900 mm / manual power)

#### Included options

- Extra handrail for 3 point entrance left & right side
- Mud flaps front (short metal + plastics)
- Mud flaps rear (short plastics)
- Electric heated external mirror (mudguard/high)
- Strainer on Fuel Filler

#### Quantity

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## 20-30. DRIVE LINE (ENGINE, TRANSMISSION, DRIVE / STEER AXLES)

The engine is certified low-emission CanBus diesel, with turbo charger, air-to-air intercooler, fuel injection, common rails technology with high capacity cooling system.

The automatic transmission is bolted directly to the engine and connected via flexible steel plates. Automatic gear shifting with hydraulic operation and electronic control, the softshift type gives safe and smooth driving performance.

The Kessler axle has a two-stage reduction and integral "Wet Disc Brakes". The two-stage reduction reduces stresses in the axle transmission system. The "Wet Disc Brakes" system for service brakes are mounted in each hub with multiple brake discs.

Strong welded steer axle of sandwich design in wide version, mounted in two (2) long life bushings between chassis and axle. Mechanical side stops between axle and chassis for best side stability. Hydrostatic powersteering with double acting single cylinder.

### Drive Line components in this offer

#### Standard

- Engine air filter standard, 2-stage filtration
- DANA TE-30, Automatic Transmission (5+3 gear, CanBus)
- Kessler D102
- Oil dip sticks and oil filler caps for engine & transmission, mounted on the outside

#### Included options

- Mechanical wheelnut indicators front- indicators on the bolts
- Mechanical wheelnut indicators rear - indicators on the bolts
- Cummins QSM-11-C335 (272 kW / 1800 rpm / 1674 Nm / 11 L, EU Stage 3a)
- Pre-heater for Pause / Break (engine water)
- Engine pre-filter Turbo II

#### Quantity

## 40. LOAD SENSING HYDRAULIC SYSTEM (LOW-ENERGY)



Low energy consumption is reached with the "power-on-demand" function that builds up Konecranes load sensing hydraulic system. The system is designed to work together as one unit and we use the same components in all our trucks and stackers. This means that all of them includes powerful and silent running variable piston pumps, accurate proportional valves, efficient valve regulators and electronic controls.

These very efficient and proven hydraulic systems are the most powerful on the market, with the key features being lowest power and fuel consumption, extended service intervals, reduced wear on components and oil, lower heat generation, fingertip precision and safety for the driver.

### Hydraulic components in this offer

#### Standard

- Load-sensing hydraulic system (variable piston pumps), return filter (10 µm)
- Hydraulic functions for lifting & spreader, 1 joystick, power steering
- Dual hydraulic tanks for brake & working hydraulics (incl oil cooler)

#### Included options

- HLL Hydraulic Long Life filter system, 3 µm, upto 12,000h, filter change 4,000h
- High mounted air breather filters for hydraulic tank (on tower section)

#### Quantity

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## 45. ELECTRICAL SYSTEM

The 24V electrical system is designed and EMC-approved according to EN 12895.

### Electrical components in this offer

#### Standard

- Electrical system 24V with monitoring system, CanBus, 7" colour touch display
- Road light Kit, LED lights (position-brake-tail-blinkers), LED working lights (mast-reverse-front)
- Transmission in neutral when seat switch is not activated

#### Included options

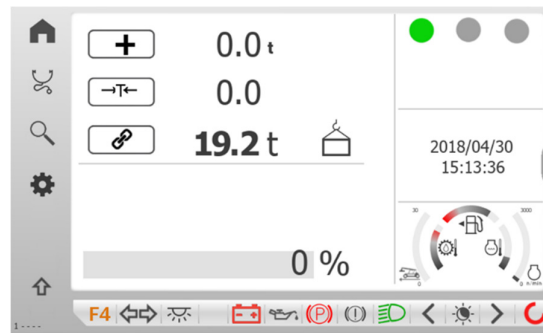
- Extra working lights LED (3000 Lum) (Medium strong - short reach)
- Reverse alarm (acoustic signal when reversing)
- Warning beacon LED (adjustable on pole, rear of the boom)
- NATO electric starting aid connection (power supply)
- Reverse distance control system
- Automatic plug fuses
- Engine room light LED
- Extra hour meter, left side chassis

#### Quantity

## 49. ELECTRONIC MACHINE CONTROL (EMC)

### Electronic Overload, Control & Monitoring System

The truck is equipped with electronic control & monitoring system to optimize performance and efficiency of the truck. This gives the operator a unique possibility to control and monitor the performance of the truck or truck fleet.



### EMC components in this offer

#### Standard

- EMC Master incl. MD4-controller with 7" colour touch display
- EMC 106 Monitoring (engine, transmission, hydraulics, levers & service)
- EMC 107 Electronic weight scale (resolution 0,1 tons)
- EMC 114 Electronic servo joystick (incl. auto accelerator/power control)
- EMC 123 ECO Drive module (fuel measure functions & settings)
- EMC 124 Driver login module (max 40 logins)
- EMC 125 Data logger module (alarms + errors)
- EMC 129 Productivity Hour Counter (idle-neutral-driving)
- EMC 134 TRUCONNECT - Basic HW (Incl. TRUCONNECT Essentials feature pack & CheckApp)
- EMC 139 Proportional Transport Mode (drive speed limitation based on Center of Gravity)

#### Included options

- Height indicator with message in display + buzzer (specify lift or building height)
- EMC 136 Tire pressure monitor system (6 x tire sensors)

#### Quantity

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## 50. OPTIMA – DRIVERS CABIN

### Remarkable visibility



Visibility is very difficult to measure objectively: you just know it when you see it. When you sit down in OPTIMA, you will see what visibility from a lift truck really means.

The remarkable visibility is made possible by very large, lowered windows with no corner posts, thin but very strong roof cross member, and curved panes.

New EMC Master with MD4 7" touch screen enables a more spacious cabin with its integrated solutions. There is also more space for operating the foot pedals.

The positioning of the instrumentation improves operating ergonomics and is located to the right-hand side of the operator's seat, easily accessible from the right hand side arm rest.

OPTIMA is customizable for your exact operational needs.

The operator space can be fine-tuned to your preferences with a selection of driver's seats and instrumentation.

### Optima Cabin features in this offer

#### Standard

- Cabin Optima (L x W x H = 1605 x 1480 x 1620 mm)
- El. connection 24V / 7.5A / 12.5mm plug front of dashboard right side

#### Included options

- Extra trainer seat foldable (2-point safety belt, LHS)
- Seat Grammer Actimo XXL Air cushion (air compressor, 8 settings, heating, length dampening, headrest, 2-p belt black)
- Arm support adjustable (left hand side)
- Interval wiper speed switch front / roof / rear window
- ACC Switch off when doors are open
- Climate control unit (ACC)
- SMV Universal mounting bar, RHS, H=700 mm
- SMV Write pad bracket A4, with sides, mounted on flexible arm, paper clight
- SMV Reading light LED, fully adjustable, RHS, L=330 mm
- El. connection USB 2 x 5V plug front dashboard right side
- Diesel powered cabin & engine water heater
- Sun blind adjustable with hooks / long / roof & front window
- Laminated glass front & side windows

#### Quantity

## 60-75. LIFT BOOM AND ATTACHMENTS

The Konecranes lifting boom of 2-stage design, with inner boom and outer boom, are made of rectangular box-type design that are built up with 4 welded steel plates. Boom front & rear end pivot points are mounted in long life bronze bushings and lifting cylinders with re-generative lift function for higher lift speeds.

Top lift spreader ELME, for loaded ISO containers.

### Boom and Attachments in this offer

#### Standard

- Duplex 2-stage lift boom
- Pivot mount, telescopic, rotation +105/-195 deg, sideshift  $\pm 800$  mm, MPS pile slope  $\pm 2,0$  deg
- Lift / Lower interrupt system

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- Automatic TWL locking & manual TWL unlocking
- LED light twistlock panel, 4 working lights (LED), 4 lift eyes (end beams)
- ELME 817 Toplift spreader, 20-40ft, MPS  $\pm 2,0$  deg (C=25-46 t / W=8,0 t)
- Yellow-black painting on end beams on spreader (tiger/zebra stripes)
- Working lights LED per pair, on end beams towards closest TWL

#### Included options

- ELME 817 - 857 Automatic movement of 20"-40" & 40"-20" position
- Special colour RAL 6031-F9

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www.kcliftrucks.com

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## 80. EXTRA EQUIPMENT

Extra equipment consists of factory mounted accessories that help improve productivity and safety in the daily operation of Konecranes lift trucks.

### Extra Equipment in this offer

#### Included options

- Central greasing "Lincoln Auto-Lube" basic truck (steer, lift cylinders, boom rear / jacks)
- Central greasing "Lincoln Auto-Lube" spreader (817, boom front, OFL)
- Central greasing boom pads plus side pucks from spreader greasing system
- Reverse camera (1) colour monitor integrated in MD4

#### Quantity

## 85. WHEELS, TIRES & RIMS

#### Standard

- Diagonal (STD tires) 18.00x25"/PR40(6x)

#### Included options

#### Quantity

## 90. COLOUR & PAINTING

### Standard

- Lightgrey (Cabin) RAL 7035
- Lightgrey (Engine hood) RAL 7035
- Black (Axles) RAL 7021
- Joystick function sticker (Transparent, on right window)

### Included options

- Other colour RAL 6031-F9 than standard, per changed colour ( chassis, tanks, mudguards, counter weights )
- Other colour RAL 6031-F9 than standard, per changed colour ( boom )
- Other colour RAL 6031-F9 than standard, per changed colour ( rims )

Quantity

## 95. DOCUMENTATION

The standard package includes the following: Operator's Manual, Maintenance Manual, Spare Parts Catalogue, Machine Card, Warranty/Start-up Protocol, Engine Operator's Manual.

### Documents in this offer

### Standard

- Operators Manual
- Doc set on OneDrive - Maintenance Instructions & Operating Instructions
- Doc set on OneDrive - Spare Part Catalogue

### Included options

Quantity

## 98. SPARE PART KIT

### Spare part kit in this offer

### Included options

Quantity

## 100. WARRANTY

Warranty according to Konecranes standard or extended warranty conditions. For further information see warranty documentation.

### Included in this offer

### Standard

### Included options

- Warranty 36 months / 6000 hours (whichever comes first) Month 13 up to month 36 or 2001 – 6000 hours according to extended warranty terms

Quantity

## 101. TECHNICAL TRAINING

### Standard

- 

### Included options

- 

Quantity

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## **LOCAL OPTIONS**

Included in this offer

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## COMMERCIAL TERMS

### 1. DELIVERY SCHEDULE

Approx. 12 month Ex. works after fully clarified order.

### 2. DELIVERY TERMS

Seller shall deliver the Equipment on the delivery terms:  
DAP Delivered at Place (INCOTERMS 2020)

### 3. PAYMENT TERMS

Will be agreed

### 4. GENERAL TERMS AND CONDITIONS

This offer shall be subject to Seller's General Terms and Conditions attached hereto and available upon request and incorporated as if fully rewritten herein:  
General Terms and Conditions of Sale (KC LT December 2017).

### 5. VALIDITY OF OFFER

Will be agreed

### 6. WARRANTY

Warranty 36 months / 6000 hours (whichever comes first) Month 13 up to month 36 or 2001 – 6000 hours according to extended warranty terms. Will be carried out by Willenbrock Baltic OÜ, Uus-Ringi tee 11, Jüri, Estonia. Working hours 08:00-17:00

### 7. CURRENCY CLAUSE

Prices are based on a fixed currency (USD/EUR). If the currency exchange rate is changed more than 2%, we reserve the right to adjust the prices.

### 8. FREIGHT COST CLAUSE

The freight pricing is based on a rate of 7000 eur. If, at the date of actual shipment, the shipping rate quoted by us differs from the contractual rate of by more than 5 percent, we reserve the right to adjust the freight pricing accordingly.

### 9. MADE IN SWEDEN

### 10. LIFE TIME AT LEAST 20 000 h

## PRICE

**591 556 EUR+VAT**

The Parties understand and acknowledge the current global component shortages may and will cause direct and/or indirect adverse effect or effects and/or hardship to the Seller. To the extent such effect or effects and/or hardship is/are caused, in Seller's reasonable opinion, by component shortage, the Seller is entitled at its sole discretion and without any liability or liquidated damages/penalties to withhold or postpone the performance of any and/or all of its obligations under this Agreement. Any relevant deadline, delivery milestone or other agreed timeline shall be adjusted accordingly. The Seller shall inform the Buyer of any such withholding or postponement and its practical consequences as soon as practically possible.

RECOMMENDED OPTIONS (NOT INCLUDED IN THIS OFFER)

## GENERAL TERMS AND CONDITIONS OF SALE -LIFTRUCKS

### 1. APPLICATION OF THESE TERMS

These Terms and Conditions of Sale ("Terms") shall apply to any tender and any contract of sale ("Agreement"), unless the parties agree otherwise in writing. The parties object to any other or different terms and conditions than these even if they or one of them have not made an express objection. In the event of any inconsistency between the Agreement and these Terms, the Agreement shall govern.

### 2. SCOPE OF DELIVERY

2.1 The delivery of the equipment ("Equipment") includes all components, materials and services expressly specified in the Agreement.

2.2 The delivery includes Seller's standard technical documents, such as spare part lists, operating manuals, erection instructions (if the erection is not included in the scope of delivery) and main dimension drawings in English. The Seller shall not be obliged to provide manufacturing drawings for the Equipment or spare parts.

2.3 Design, work at site, erection, supervision of erection, training services, start-up assistance and materials other than components are included to the extent they are expressly specified in the Agreement.

### 3. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

3.1 The Seller shall have all rights, title and interest including ownership right, copyright and other intellectual and industrial property rights to documents, drawings, software, reports, technical information, definitions, descriptions, manuals and any other intellectual property that the Seller has or creates and to Equipment Usage Data as well as to the data and reports made available in the Portal or data or reports created by the Seller.

3.2 Documents, drawings, software, reports, technical information, definitions, descriptions, manuals and any other intellectual property received by the Buyer shall not, without the consent of the Seller, be used for any other purpose than for the erection, commissioning, operation or maintenance of the Equipment. They may not otherwise be used or copied, reproduced, transmitted or communicated to a third party. The Buyer may, however, transmit the documents or software to a third party that the Buyer sells the Equipment to.

3.3 The Buyer shall keep confidential and shall not disclose to any third parties, or use for any other purposes than those of the Agreement, any information regarding Agreement, Seller's business, Equipment Usage Data, reports and/or data in Apps and/or Portal provided or made available to the Buyer. This obligation of confidentiality shall survive the termination of the Agreement

### 4. PACKING AND MARKING

The Equipment shall be packed in accordance with Seller's standard packing procedures as required for transportation under normal transportation conditions. The Equipment shall be clearly marked and carry the necessary information concerning Buyer's identification and place of destination.

### 5. PRICE

5.1 In addition to the price set forth in the Agreement, the Buyer shall be responsible for additional charges as set forth in these Terms.

5.2 If any part of the delivery of the Equipment is delayed due to reasons caused by the Buyer or any third party under the control of the Buyer, the Buyer shall compensate any additional expenses incurred by the Seller due to the late delivery.

5.3 Prices do not include any stamp duty, turnover or valueadded tax, bank charges or any other similar taxes, duties or charges payable in the country into which the Equipment is to be imported and where the installation is to be carried out. In the event the Seller is required to pay any such tax or charge, the tax or charge will be added to the invoice as a separate charge and the Buyer shall reimburse the Seller for the payment. If the Seller so demands, the Buyer shall furnish the Seller with documentation on its domicile,

residence and other necessary certificates, documentation and/or information required by taxing authority for tax purposes.

### 6. TERMS OF PAYMENT

6.1 The payments shall be made in accordance with the payment schedule specified in the Agreement.

6.2 Whenever any part of the payment is to be made by means of a Documentary Credit, Section 23. shall apply.

6.3 If the Buyer delays making any payment or in the establishment of the Documentary Credit or if it becomes evident that the Buyer will not fulfil his contractual obligations, the Seller may postpone the fulfilment of its obligations until such a payment is made or the Documentary Credit is established.

6.4 The Seller shall be entitled to charge interest from the Buyer, if payment to the Seller is past due. The rate of the interest is the highest rate permissible under the applicable law. The interest shall be counted from the due date until the actual date of the payment. The Buyer shall pay such interest within thirty (30) days from the date of the respective invoice. If the Buyer has not paid the amount due within three months, the Seller shall be entitled to terminate the Agreement by notice in writing to the Buyer and to claim compensation for the loss it has incurred.

### 7. STANDARDS OF MANUFACTURING AND DESIGN

The Equipment supplied and the work carried out shall be in accordance with the technical standards commonly used in Seller's country. If the Equipment shall be operated outside of Seller's country, the scope of the work agreed in the Agreement shall prevail. The Seller shall not take into consideration laws and regulations prevailing at the place of operation, if they are not agreed in the Agreement. The Buyer shall inform the Seller of the applicable safety regulations. Any costs in excess of the costs of compliance with European standards resulting from mandatory local laws and regulations shall be added to the price and paid by the Buyer.

### 8. INSPECTIONS DURING MANUFACTURING

The Buyer has the right at its own expense, subject to agreement with the Seller as to the time and place, to inspect the progress of manufacture and the quality of the Equipment. The inspections of the Equipment shall be carried out at Seller's works or at the place of manufacturing. Inspection carried out by the Buyer is not a precondition to the delivery of the Equipment.

### 9. DELIVERY TERM AND PASSING OF THE RISK

9.1 Any agreed delivery term shall be construed in accordance with INCOTERMS 2020. If no delivery term is specifically agreed, the delivery term shall be Ex Works Seller's manufacturing plant (EXW).

9.2 The risk of loss of or damage to the Equipment shall pass from the Seller to the Buyer in accordance with the agreed delivery term. If no delivery term is set forth in the Agreement, the risk of loss shall pass to the Buyer Ex Works Seller's manufacturing plant.

### 10. DELIVERY TIME

10.1 The delivery time shall start to run on the latest of  
(a) the date of execution of the Agreement by the Seller;  
(b) the date of receipt by the Seller of the agreed down payment as set forth in the Agreement; or;  
(c) the date of receipt by the Seller of all agreed 2 information and approval by the Buyer of the general arrangement drawings.

10.2 The Seller shall be entitled to a reasonable extension of the delivery time (which shall not be less than the length of the delay), if the delivery is delayed due to the Buyer's actions or actions by a third party under the control of the Buyer such as modifications requested by the Buyer, delay in the approval of the relevant drawings, delay in the preparing work at the erection site and delay in payments or it becomes evident that the Buyer will not fulfil his contractual obligations.

### 11. TRANSFER OF PROPERTY

11.1 Notwithstanding Section 9.1, the Equipment shall remain Seller's property until the total purchase price has been paid. In the

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event the applicable laws do not permit the Seller to retain title, the Seller shall be entitled to a security interest or charge in the property. The Buyer shall give the Seller every assistance in securing an interest in the property or taking any measure required to protect Seller's title or such other rights. The retention of title, security interest or charge shall not affect the passing of risk of loss under Section 9.

11.2 The Seller shall retain title to any software and documentation. To the extent that such software and documentation are included in the scope of delivery, the Buyer shall receive a royalty-free, non-exclusive and non-transferable license to use such software and documentation only in connection with the Equipment and for no other purpose whatsoever.

## 12. ACCEPTANCE TESTS

12.1 Should the Agreement require separate acceptance tests, the tests shall be carried out in accordance with the Agreement. If the Agreement does not specify the requirements, the tests shall be carried out in accordance with general practice in the industry in the country of manufacture.

12.2 The Seller shall notify the Buyer of the tests on sufficient time to permit the Buyer to be represented. If the Buyer is not represented, the test report shall be sent to the Buyer and shall be deemed accepted as accurate.

12.3 If the tests show the Equipment not to be in accordance with the Agreement, the Seller shall without delay remedy any deficiencies in order to ensure that the Equipment complies with the Agreement. New tests shall then be carried out at Buyer's request, unless the deficiency was insignificant.

12.4 The Seller shall bear its own costs for tests carried out at the place of manufacture. the Buyer shall bear all its own costs, including but not limited to travelling and living expenses for Buyer's representatives in connection with such tests.

## 13. FINAL ACCEPTANCE

13.1 Should the Agreement require separate acceptance, the Equipment is deemed to be finally accepted when acceptance tests have been carried out and the Equipment is found to be in accordance with the Agreement. Minor defects do not prevent the acceptance of the Equipment. Such defects shall be listed and the Seller shall remedy any listed deficiencies without delay. If acceptance tests are not to be carried out, the Equipment is deemed to be delivered and taken over when delivered in accordance with the delivery term specified in Section 9.

13.2 If the acceptance has been agreed, the acceptance is to be made without delay after the notification of readiness for acceptance. If the acceptance is not carried out in due time or completely, the Equipment is deemed to be finally accepted seven (7) days after the notification of readiness for acceptance.

13.3 The Buyer is not entitled to take the Equipment into use before final acceptance. If the Buyer takes the Equipment into use before final acceptance without Seller's consent, the Equipment is deemed to be finally accepted.

13.4 In the cases specified in Section 13.2 and 13.3, the Seller is entitled to invoice the Equipment from the Buyer and the period of warranty shall start to run.

## 14. WARRANTY

14.1 The Seller warrants that to the best of its knowledge the Equipment is free from defects caused by faulty design, materials or workmanship, which would prevent the electrical or mechanical functioning of the Equipment. The cost of disassembling and installing a repaired or replaced part furnished under this warranty is excluded.

14.2 These warranty conditions apply to the Equipment named in this Agreement. The warranty applies for the original Buyer and for later owners who have acquired the Equipment within 6 months from the delivery date to the Buyer.

14.3 The period of the warranty for any part of the Equipment is the earliest of

- (i) twelve (12) months from the date of the delivery of the Equipment in accordance with applicable delivery term or
- (ii) 2000 operating hours whichever occurs earlier.

14.4 The warranty period for replaced or repaired parts is twelve (12) months from the date of repair or replacement. However, no

warranty for any parts shall apply after twenty-four (24) months from the delivery of the Equipment.

14.5 The Seller provides a warranty on genuine spare parts for 12 months or 2000 hours, whichever occurs earlier, counted from the date of delivery. The Seller does not reimburse labor costs or other costs referable to the replacement or repair of a defected spare part. Otherwise, the same warranty conditions apply in applicable parts as for new Equipment.

14.6 Should defects occur during the period of this warranty, the Seller or its authorized dealer will, at its option, either repair the defects or supply the correct parts free of charge. The defected parts of the Equipment shall on request of the Seller be sent to the Seller together with a claim report according to Section 14.7 below. In case the parts have not been defected, the Buyer will cover all the costs including, but not limited to repair, replacement and/or sending costs.

14.7 Claims must be reported in writing to the Seller within 45 days after the alleged fault has been discovered. Claims must always include information concerning Equipment's serial number, type designation, and date of delivery and total hours of operation. In addition, a complete description of the nature of the fault must be given.

14.8 This warranty is given on the condition that the Equipment is in all respects operated, handled, serviced and maintained properly, in accordance with Seller's instructions and under specified operating conditions. Excluded from the warranty are those parts including spare parts

- (a) To which repair or replacement becomes necessary due to normal wear, tear and corrosion;
- (b) To which repair or replacement becomes necessary due to the overloading of the Equipment
- (c) Which are used for purposes other than for those intended by the Seller and have not otherwise been used in an appropriate manner,
- (d) Which are exhaustible items, including but not limited to such items as bulbs and fuses;
- (e) Which are not approved by Seller
- (f) On which repairs, alterations or adjustments have been performed or begun by the Buyer or any third party without the Seller's previous consent;
- (g) Which failures are not promptly reported to the Seller within the warranty period above;
- (h) Which failures or damage are due to negligence other than that of the Seller, included but not limited to accident, abuse, improper installation (other than installations made by the Seller), improper operation, or abnormal conditions of temperature, moisture, dirt, corrosive matter, dust or other similar type of reason;
- (i) Which have been damaged otherwise without the fault of the Seller.

The delivery inspection and warranty service specified in the service manual are to be carried out by the Seller or by a dealer or service workshop authorized by the Seller. If the Buyer and Seller have agreed on a longer warranty period (called also extended warranty) such an extended warranty is subject to these Terms and additionally:

- (a) The extended warranty covers only the main components including engine, transmission, drive axle, hydraulic pumps, valves and cylinders, electric control units and structural parts
- (b) It is to be noted that the extended warranty does not cover on bolded items, for example, turbo alternator, starter, water pump, sensors, hydraulic hoses, connections, seals, solenoids, electrical cabling, plugs, switches, fan and wiper motors.

14.9 THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY THE SELLER TO THE BUYER WITH RESPECT TO THE EQUIPMENT AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



## 15. FORCE MAJEURE

Either party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by circumstances beyond the control of the party, including but not limited to war (whether declared or not), revolution, strikes, failure of supplies of power, fuel, transport, equipment or other goods or services, natural disasters, unacceptable weather conditions, acts of government, traffic accidents, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil commotions, riots, and breakage or loss during transportation or storage as well as delays of deliveries by the subcontractors (when caused by Force Majeure as herein defined).

## 16. LIQUIDATED DAMAGES OF DELAY OF THE SELLER

The Buyer is entitled to liquidated damages for delay from the date on which the delivery should have taken place in case the delivery is delayed due to Seller's fault. The liquidated damages shall be 0,5 per cent of the price of the delayed portion of the Equipment for each complete week of delay. In no event shall the liquidated damages for delay exceed 5 % of the price of the delayed portion of the Equipment. The Buyer shall forfeit his right to liquidated damages if the Buyer fails to claim liquidated damages by written notice within one (1) month after the date when the delivery took place. The liquidated damages referenced in this Section shall be the sole and exclusive remedy for such delay. The parties agree that such liquidated damages are a reasonable estimate of the damages the Buyer is likely to incur as a result of such delay.

## 17. LIQUIDATED DAMAGES OF DELAY OF THE BUYER

If any part of the delivery or the acceptance of the Equipment is delayed due to reasons not caused by the Seller, the risk of loss passes to the Buyer and the Buyer pays the liquidated damages in the amount of 0.5% of price of the delayed portion of the Equipment for each complete week of delay, starting 14 days after notification of the readiness for shipment or acceptance, where the liquidated damages are limited to 5% of the price of the delayed portion of the Equipment, unless higher costs or damages can be proven by the Seller. The Buyer shall compensate any additional expenses incurred by the Seller due to delay.

## 18. REPORTING

18.1 If separately agreed, the Seller may deliver reporting services to the Buyer including also remote Data Connection reporting services using distribution channel of its choice without being responsible or liable for the selected channel. The Buyer may prohibit the collection of data at any time. Despite of such prohibition the Buyer is obliged to pay the agreed charges till the end of contract period.

18.2 The Seller is entitled, at its sole discretion and without any liability, to suspend and/or to cancel the remote Data Connection service at any time. The Seller reserves the right to use and develop the Equipment Usage Data for its general research and development of equipment, for delivering services, for other services and products, for marketing them and for other purposes.

18.3 The Seller shall keep confidential and not disclose Equipment Usage Data to any third parties in such manner that the identity of the Buyer or its customers would remain recognizable but may otherwise use the said Equipment Usage Data without restriction.

18.4 The Buyer accepts and agrees that the Seller is not responsible to monitor, inspect or otherwise follow any Equipment, Equipment Usage Data, report including Equipment Usage Data or other information that is generated by using CMS Unit, Data Connection and/or otherwise. Any such Equipment Usage Data, report and/or other data shall be created and provided to the Buyer on "as is" and as available basis and without warranties of any kind either express or implied made in relation to the correctness, accuracy or reliability of such Equipment Usage Data, report and/or other data.

18.5 The Words have the following definitions: "Data Connection" means any data connection (including but not limited to machine to machine connection) to be used for transferring information between the Seller and the Buyer from and to the Equipment. "Equipment Usage Data" means any data relating to the Equipment

and/or its usage collected and/or processed by the Seller in connection with remote services, remote reporting or by other means.

## 19. LIMITATION OF LIABILITY

SELLER'S LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE ACTUAL DIRECT DAMAGES INCURRED BY THE BUYER OR TO 40 % OF THE PRICE PAID BY THE BUYER TO THE SELLER FOR THE EQUIPMENT OR TO THE REPLACEMENT OF THE EQUIPMENT, WHICHEVER IS THE LOWEST. THE BUYER SHALL BE ENTITLED TO NO OTHER REMEDY REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, TORT, LAW, STRICT LIABILITY OF OTHERWISE.

IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, LOSS OF REPUTATION OR LOSS OF AGREEMENTS.

## 20. COMPLIANCE AND EXPORT LAWS AND REGULATIONS

20.1 The Buyer undertakes to comply with these terms, the Agreement; all Laws and Regulations, including but not limited to Trade Laws in relation to the Sold Items, AntiCorruption Laws, competition laws and ethical business practices. Any breach of this Section 20 is deemed to be a material breach of this Agreement.

20.2 The Buyer understands that the Laws and Regulations change over time and may vary depending on, for example, the product, software, documentation, and technical data. The Buyer undertakes to know about and comply with such changes.

20.3 The Buyer confirms that it has sufficient and effective internal controls, ethics and compliance programs or measures for preventing and detecting any violations of 4 Section 20.1 above. The Buyer's Representatives are to Buyer's best knowledge in compliance with all Laws and Regulations and ethical business practices.

20.4 The Buyer represents and warrants that

- (a) The Buyer or any of its Representatives will neither solicit or accept nor give, offer or promise to give anything of value, directly or indirectly, to any private individual or organization, or public official in an effort to:
  - I. improperly influence any act or decision by the above mentioned parties (including a decision to do or omit to do any act in violation of his/her or its lawful duties or proper performance of functions); or
  - II. obtain or retain business or an improper advantage for the Buyer or any of its business partner or a third-party intermediary.
- (b) Neither the Buyer nor any of its Representative is a public official who may have responsibility for or oversight of any business activities of the Buyer, other than any relationships or associations that have been disclosed in writing to the Seller.

20.5 To ensure full compliance with Trade Laws, prior to any use or transfer of the Sold Items to a third party the Buyer shall in particular ensure that:

- (a) The use and/or transfer of the Sold Items does not infringe the Trade Laws, also considering the prohibitions of bypassing those embargos; and
- (b) If the Sold Items are intended for use in connection with armaments, nuclear technology or weapons, all required authorizations have been obtained. The Buyer is obliged to inform the Seller about such use or possible use immediately after such use or possible use has been identified.

20.6 In case of conflicting Trade Laws or differences in Trade Laws resulting in ambiguity over applicability of different Trade Laws, the Buyer shall contact the Seller for Seller's final decision. The Buyer will accept Seller's decision without any further claims or demands.

20.7 The Buyer shall maintain all documentation required by the Trade Laws and shall provide the same to the Seller without delay at Seller's reasonable request. This recordkeeping obligation of the

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Buyer shall continue for five (5) years from the final acceptance of the Sold Items.

20.8 The Buyer shall at its own expense apply for, obtain and have renewed all permits, authorizations and licences, including export control authorizations, required for its activity or needed to perform its obligations pursuant this Agreement.

20.9 If the Buyer learns or has a reason to believe that there has been any violation of Laws or Regulations, especially relating to Trade Laws or Anti-Corruption Laws, or violations of the Seller's Code of Conduct by the Buyer or any of its Representatives, it shall immediately notify the Compliance and Ethics Officer of the Seller. In such case the Buyer agrees to undertake all actions reasonably requested by the Seller, including investigative and remedial actions.

20.10 The Buyer shall assist and cooperate fully with the Seller's efforts to comply with Laws and Regulations. Upon request the Buyer shall provide the Seller with all information and documents necessary to verify the Buyer's compliance with its obligations under the Agreement. The Seller may also audit the premises, books and records and other documents of the Buyer which reasonably relate to the performance of its obligations under this Section 20, not only during the continuance of this Agreement, but for seven (7) years after its expiry or termination. The Seller shall provide at least 15 days prior written notice of the audit. The Seller has the right to make copies of documents audited.

20.11 If required by applicable competition laws, the above audit right and collection and review of information provided by the Buyer shall be exercised through a third party auditor selected by the Seller to ensure that no commercially sensitive information is disclosed or exchanged between the Seller and the Buyer.

20.12 The Seller hereby informs the Buyer that certain personal data relating to the Buyer and its customers may and will be collected by the Seller as data controller for the purpose of executing the Agreement, of complying with the applicable laws and regulations, including tax and accounting laws as well as for other purposes in accordance with Konecranes personal data processing information at <http://www.konecranes.com/data-protection>. For special purposes the Seller may also act as a data processor.

20.13 The Buyer accepts and agrees with the foregoing and confirms that providing the data is necessary for executing the Agreement and managing the contractual relationship and accepts an obligation to inform its customers (if applicable), employees and other representatives about the handling of personal data by the Seller as part of the Agreement.

20.14 The words have the following definitions: a) "Anti-Corruption Laws" means Laws and Regulations relating to anti-bribery and anti-corruption, always including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010, money laundering and extortion. b) "Laws and Regulations" means all international, country specific, federal, state and local laws, rules and regulations applicable to either party, as amended from time to time. c) "Representatives" means a party's partners, officers, directors, employees, agents and anyone acting on its behalf or for its benefit. d) "Sold Items" means the Equipment, spare parts and services and all related software. e) "Trade Laws" means Laws and Regulations relating to export control, trade sanctions, re-export and trade, normally including the Trade Laws of the United Nations, European Union and the United States of America.

## **21. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

21.1 The Agreement shall be governed by and construed in accordance with the laws of Seller's place of incorporation.

21.2 All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Stockholm, Sweden. The language of the arbitration proceedings shall be English.

21.3 Notwithstanding the above, The Seller shall be entitled to take action for collecting its receivables from The Buyer at the courts of the Buyer's place of domicile.

## **22. LANGUAGE**

All documents and correspondence between The Seller and The Buyer shall be in English.

## **23. LETTER OF CREDIT (DOCUMENTARY CREDIT)**

23.1 The Documentary Credit shall be irrevocable and transferable, it shall allow partial shipments, loading on deck, charter party Bill of Lading, shipment on barge and transshipments.

23.2 The Documentary Credit shall be established in a form acceptable to the Seller not later than 30 days from the date on which the Agreement is executed by the Seller and it shall remain valid for a period of at least 30 days after the date of last shipment.

23.3 The Documentary Credit shall be confirmed by a first class international bank acceptable to the Seller and it shall be payable at sight at the counters of a bank nominated by the Seller against presentation of a commercial invoice and/or other documents specified in the Agreement.

23.4 Regardless of any other section or term of these Terms, if any, if the Seller is unable to ship the goods due to any reason outside of its control, the Documentary Credit shall be payable against the forwarding agent's receipt, or, 5 should The Buyer fail to name the forwarding agent, against the warehouse receipt.

23.5 The Documentary Credit shall provide that the rules in the "Uniform Customs and Practice for Documentary Credits (2007 Revision) ICC Publication No. 600" are applicable to the Documentary Credit.

23.6 All charges and expenses, related to the fulfilment of this Contract of Buyer's Bank including opening and extension of Documentary Credit and confirmation commission of the same in the Seller's Bank shall be borne by the Buyer. The charges and expenses of Seller's bank, except the confirmation commissioning of Documentary Credit, shall be borne by the Seller.

## **24. PORTAL**

24.1 The Seller may provide the Buyer with an access to a portal and/or app. The Buyer undertakes to act in strict compliance with the applicable portal and/or app terms of use that are applicable from time to time. Such terms shall be available in the portal and/or in the app and shall also be provided to the Buyer upon written request.

24.2 The Buyer expressly accepts and agrees that if not otherwise agreed the use of the portal and/or app, its content and any services or items obtained through the portal and/or app are at Buyer's own risk, on "as is" and "as available basis, without any warranties of any kind, either express or implied. The Buyer further accepts that the Seller does not make any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the portal and/or app without limiting the foregoing and if not otherwise agreed, the Seller does not represent or warrant that the portal and/or app, its content or any services or items obtained through the portal and/or app will be accurate, error-free or uninterrupted, that defects will be corrected, that the portal and/or app are free of viruses or other harmful components or that the portal and/or app meet Buyer's expectations. The Seller reserves the right to revise portal and/or app or withdraw access to them at any time.

## **25. NO WAIVER**

No course of dealing between either party, no failure or delay on the part of either party in exercising any right or remedy under the Agreement or no single or partial exercise of any other right or remedy of either party shall operate as a waiver of any such right or remedy.

## **26. SEPARABILITY; REFORMATION AND AMENDMENTS**

26.1 The invalidity or enforceability of any provisions of the Agreement shall not impair the validity or enforceability of any other provisions; provided, however, that the Agreement shall be reformed to the maximum extent permitted by law to carry out the parties' original intention.

26.2 The Agreement may be amended only in writing signed by both parties.

KC 5 December 2022

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VAT  
SE556142496001

## EXTENDED WARRANTY REGULATIONS FOR NEW KONECRANES LIFT TRUCKS (KCLT)

### 1 SCOPE

These warranty conditions apply to the machine (Machine) named in this warranty certificate and/or specified as agreed in the purchasing agreement. The original warranty period applies for the original Buyer and for later owners.

### 2 WARRANTY PERIOD

Warranty time is 12 months or 2.000 running hours from date of signing the "Warranty start up report", or as latest 15 months from KLFT invoice date, whichever comes first

The Extended Warranty time is limited to following components:

Including major components such as;

- Engine.
- Transmission.
- Drive axle.
- Hydraulic pumps, valves and cylinders.
- Electric control units.
- Structural parts.

Excluding on-bolted items such as;

- Turbo, alternator, starter, water pump, sensors,
- Engine after treatment systems,
- Hydraulic hoses, connections, seals, solenoids,
- Electrical cabling, plugs, connections, switches, fan and wiper motors.

The warranty period for replaced or repaired parts during the warranty period is limited to the machine warranty.

### 3 WARRANTY OBLIGATIONS

Should defects occur during the period of this warranty, KCLT or its authorized dealer will, at its option, either repair the defects or supply the correct parts free of charge. The defective parts of the Machine shall on request of KCLT be sent to KCLT together with a claim report according to clause 4 below. In case the parts are not defective, the Buyer will cover all the costs including, but not limited to, repair, replacement and/or shipping costs.

### 4 CLAIMS

Claims must be reported in writing or via Konecranes Warranty On-Line (WOL) system to KCLT within 45 days of discovery of the alleged fault. Claims must always include information concerning the machine's serial number, type designation, and date of delivery and total hours of operation. In addition, a complete description of the nature of the fault must be given.

### 5 FAULTS

This warranty is given on the condition that the Machine is in all respects operated, handled, serviced and maintained properly, in accordance with KCLT instructions and under specified operating conditions.

Excluded from the warranty are those parts including spare parts, to which repair or replacement becomes necessary due to:

- Normal wear, tear and corrosion, tyre equipment, batteries, fuses, light bulbs or LED's or other wear parts of the machine. It does neither cover fluids, filters and unspecified material such as grease, oil, cleaning material.
- To which repair or replacement becomes necessary due to the overloading of the Machine
- Which are used for purposes other than for those intended by KCLT and has not otherwise been used in an appropriate manner,
- Which are exhaustible items, including but not limited to such items as bulbs and fuses;
- Which are not approved by KCLT
- On which repairs, alterations or adjustments have been performed or begun by the Buyer or any third party without KCLT previous consent
- Which failures are not promptly reported to KCLT within the warranty period above
- Which failures or damage are due to negligence other than that of KCLT, including but not limited to accident, abuse, improper installation (other than installation by KCLT), improper operation, or abnormal conditions of temperature, moisture, dirt, corrosive matter, dust or other similar type of reason.
- Which have been damaged otherwise without the fault of KCLT.

Further, this warranty is given on the condition that,

The delivery inspection, warranty service and other in Service manual specified services have been carried out by KCLT or by a KCLT authorised dealer or service workshop

### 6 LIMITATION OF LIABILITY

This is the sole and exclusive warranty given by KCLT to the Buyer with respect to the equipment and is in lieu of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including but not limited to, any implied warranties of merchantability or fitness for particular purpose.

### 7 E-VER BATTERY & SPARE PARTS WARRANTY

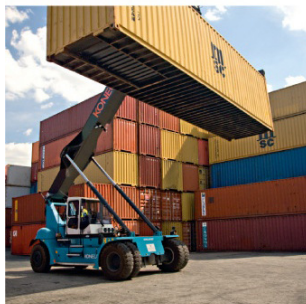
See separate terms and conditions.

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WE THANK YOU FOR  
YOUR INTEREST



**HISTORY  
AND  
EXPERIENCE**  
GOING BACK TO  
THE 1930S

**GLOBAL MARKET  
LEADER**  
IN LIFTING  
EQUIPMENT  
AND SERVICE

**GROWING  
STEADILY**  
FINANCIALLY  
SOLID

**MAINTENANCE  
CONTRACTS**  
COVERING OVER  
400,000 ITEMS OF  
LIFTING  
EQUIPMENT OF  
DIFFERENT MAKES

**KONECRANES IN A SNAPSHOT**

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