



## PURCHASING GENERAL TERMS AND CONDITIONS

V. 1/2026

These Hiab Purchasing General Terms and Conditions govern all purchases made by Hiab. However, if a provision in Hiab's purchase order or a separate written agreement expressly conflicts with these general terms, the terms of the purchase order or the separate written agreement shall prevail.

### 1. Definitions

"Hiab" means the Hiab company that is party to the Purchase Agreement.

"Supplier" means the company supplying the Product to Hiab.

"Purchase Agreement" means the written agreement, if any, entered into by and between the Parties, or the respective purchase order placed by Hiab to which these Hiab Purchasing General Terms and Conditions are attached.

"Purchase Price" means the total price of the Product(s) as specified in the Purchase Agreement, and any changes to it.

"Product(s)" means the item supplied and/or the work or service performed by the Supplier to Hiab including but not limited to drawings and attached documents.

"Party" means the Supplier or Hiab.

"Parties" means the Supplier and Hiab together.

### 2. Technical Documents

**2.1** All technical documents, instructions for safety, use and maintenance, spare parts manual, certificates and drawings related to the Product shall be included in the Purchase Price and shall be supplied to Hiab before the delivery of the Product. Hiab has the right to use and copy these materials for any proper purpose, including providing them to subcontractors, customers, classification societies, other inspection authorities, insurance companies or third parties performing maintenance or repairs on the Product. Hiab may also use the technical documents to create or supplement its own manuals or instructions for its final products.

**2.2** All drawings and technical documents submitted by one Party to the other remain the property of the submitting Party. Such documentation may not be used, copied, reproduced, transmitted or communicated to any third party without the submitting Party's explicit consent.

### 3. Pre-Delivery Inspections

Hiab, or its designated representatives or customers, have the right to perform pre-delivery inspections of the Products at the premises of the Supplier and its subcontractors. If, during an inspection, any Product is found to be defective or non-compliant with the Purchase Agreement, the Supplier shall, at its sole cost, immediately rectify the defect or non-compliance to ensure the Products conform to the Purchase Agreement before delivery. Hiab's inspection, testing or acceptance of the Products does not release the Supplier from its liabilities under the Purchase Agreement or prevent Hiab from exercising any of its rights under the Purchase Agreement or applicable law.

### 4. Packing, Marking and Traceability

**4.1** All Products must be packed and secured appropriately for the mode of transportation, the nature and destination of the Products, and in accordance with Hiab's instructions. The Supplier must clearly mark the Products with information on the recipient's identity and the destination, along with any specific instructions needed for handling, storage or import/export.

**4.2** The materials used to protect the Products during transportation, as well as the methods for handling, treating, transferring, and packaging, must protect the Products against dirt, damage and corrosion. This protection must account for the duration of transportation, any transfers between different modes of transport and the length of storage time. Any pesticide treatment for packaging must be carried out in accordance with the destination country's applicable provisions and Hiab's instructions. All protective materials must be suitable for handling both manually and mechanically.

**4.3** The Supplier must ensure the traceability of all Products and Spare Parts. It is essential that the Supplier can identify their own Products, particularly in the event of quality issues.

### 5. Delivery

**5.1** Unless otherwise agreed, the term of delivery shall be FCA Supplier's facility in accordance with INCOTERMS 2020 (including necessary export packing and loading).

**5.2** Unless otherwise agreed, any estimated purchase volumes provided by Hiab are for informational purposes only and are not binding purchase orders. However, the Supplier shall maintain sufficient production and delivery capacity to ensure that deliveries can be made in accordance with forecasted volumes.

**5.3** If the Supplier delivers a quantity either in excess of Hiab's order or prematurely, Hiab shall not be responsible for taking delivery or storing or maintaining such Product and shall further be entitled to return any such excess or prematurely delivered quantity to the Supplier at the Supplier's expense or receive compensation for storage costs.

**5.4** Hiab is not obliged to inspect the Products at the time of delivery but only when they will be used in the Purchaser's production and then only by taking samples at random and without having to dismantle the Product or making similar extraordinary inspections.

### 6. Passing of Property

Title to the Product, all work done and all materials intended for the completion of the Purchase Agreement shall pass to Hiab at the time of: (a) delivery, or (b) payment of the first installment of the Purchase Price, whichever occurs first.

### 7. Delayed Delivery

**7.1** If the Supplier anticipates any inability to meet the agreed delivery date, the Supplier must immediately notify Hiab in writing, specifying the cause and the estimated duration of the delay. The Supplier shall use its best efforts to minimize the delay. Hiab may require the Supplier, at the Supplier's sole cost and expense, to arrange express transportation to limit, as far as possible, the effects of the late delivery.

**7.2** If the Supplier fails to deliver the Products by the agreed delivery date, Hiab shall be entitled to receive liquidated damages in the amount of one percent (1%) of the total Purchase Price of the delayed Products for each calendar day, beginning from the agreed delivery date until the delivery reaches Hiab's production facility or other defined place of delivery. The maximum amount for these liquidated damages shall be twenty percent (20%) of the total Purchase Price of the delayed Products. The foregoing does not restrict Hiab's right to full compensation for losses and damages caused by the Supplier's delay or any other rights under the Purchase Agreement or applicable law.

**7.3** In addition to any other rights Hiab may have according to the Purchase Agreement, Hiab is entitled to (i) cancel completely or partly the respective order(s) and orders of other Products that Hiab deems unusable due to the late delivery; and (ii) make substitute purchases from other suppliers.

### 8. Purchase Price and Payment

**8.1** The Purchase Prices quoted by the Supplier shall include all general and administrative costs, service fees, invoicing costs, and similar expenses, as well as the costs of standard or branded product packing and branding of the Products as per Hiab's instructions. This pricing and payment structure shall apply similarly to any Spare Parts.

**8.2** The Purchase Price is exclusive of value-added tax (VAT) or equivalent sales tax but is inclusive of all other applicable taxes and duties.

**8.3** The Supplier may submit an invoice for the Products as soon as delivery has been successfully completed. Unless otherwise agreed, the Supplier's invoices shall be submitted electronically using e-invoicing. The Supplier shall follow the "Hiab Suppliers' Instructions" found on the Hiab Supplier portal at <https://www.hiabgroup.com/en/about-Hiab/Suppliers/>. Invoices that do not meet these requirements may be returned to the Supplier, which can cause payment delays. Hiab is not responsible for such delays.

**8.4** Unless otherwise agreed, the payment term is ninety (90) days from Hiab's receipt of an undisputed, properly prepared invoice submitted by the Supplier.

**8.5** Hiab may set off any amount the Supplier owes Hiab against any amount Hiab owes the Supplier (arising out of the Purchase Agreement or otherwise).

### 9. Warranty

**9.1** The Supplier warrants that the Products will conform in all respects to the Purchase Agreement, its annexes and applicable drawings and specifications, will be free from defects in materials, workmanship and design, and will be fit for the purposes for which such Products are intended.

**9.2** The warranty period shall be twenty-four (24) months from the date the Product is delivered to the Purchaser's end customer, provided that in no event shall the warranty period extend beyond thirty-six (36) months from the date of the Supplier's delivery of the Product (the "Warranty Period"). Any claim for non-conformity must be notified within six (6) months after the end of the Warranty Period. If a defective Product is replaced, a new Warranty Period shall commence for the replacement Product from the date of its delivery.

**9.3** The remedies under the warranty are outlined in Section 10 below.

**9.4** Unless otherwise agreed, the Supplier shall communicate with Hiab regarding non-conformity claims via Hiab's non-conformity portal.

**9.5** The warranty under the Purchase Agreement shall be in addition to and not in limitation of all other warranties, guarantees, remedies or indemnities required and/or arising pursuant to applicable law.

### 10. Liability for Defects or shortcomings

**10.1** In the event that a Product is defective or the number of delivered Products is incorrect, either upon the arrival of the Product or during the Warranty Period, Hiab shall be entitled to, at its own discretion, (i) require that the Supplier remedy the defective Product immediately; or (ii) require that the Supplier replace the Product without delay.

**10.2** If a defective Product cannot be replaced or repaired without delay or if there is a risk of disturbance to Hiab's production or deliveries to customers, Hiab shall be entitled, at the Supplier's expense, to cancel the purchase of the Product and purchase replacement products of the same or similar description and quality from a third party without prejudice to any other rights the Purchaser may have against the Supplier.

**10.3** The Supplier shall be liable for all costs arising from or related to the defectiveness of the Product, including costs of materials (including any replacement product), labor (including inspection, disassembly and repair), transportation, claim handling and any other directly associated costs.

**10.4** In the event of serial defects and/or if Hiab initiates a recall or other campaign due to defective Products, the Supplier shall compensate Hiab for any measures taken and any costs or losses incurred or suffered by Hiab in conjunction with such campaign.

### 11. Product Changes and Discontinuation

**11.1** The Supplier shall not implement any modifications to the design or changes to the production of the Product without Hiab's prior written permission.

**11.2** Hiab may require reasonable modifications to the design or production of the Product. Justifiable adjustments to the Purchase Price and delivery time arising from such modifications may be requested by either Party.

**11.3** No claim for compensation (including claims for increased costs or adjustments to delivery time) or for any other modification to the terms and conditions of the Purchase Agreement shall be validly made by the Supplier unless such modification is confirmed in writing by Hiab.

**11.4** The liability of the Supplier shall extend to modifications required by Hiab. However, should Hiab, against the Supplier's express written advice to the contrary, insist on any particular material or design, the Supplier shall have the right, before effecting the



modifications, to formally disclaim in writing any responsibility for the consequences thereof. Any such disclaimer shall be made before the Supplier commences work on the modifications.

**11.5** If the Supplier intends to discontinue production or delivery of a Product, the Supplier shall inform Hiab at least twelve (12) months in advance to allow Hiab to plan its production accordingly. The Parties shall agree on a transitional period, taking into account Hiab's replacement schedule for the discontinued Products.

#### **12. Intellectual Property Rights**

**12.1** All technology (including, but not limited to, specifications, designs, know-how and specialized tools) provided by Hiab to the Supplier is and shall remain the exclusive property of Hiab. The Supplier shall use such technology solely for the purpose of fulfilling its obligations under the Purchase Agreement. The Supplier is specifically prohibited from using such technology to manufacture the Product for its own use or to offer, sell or supply the Product (or any part thereof) to any third party, where the manufacture or production process relies, in whole or in part, on the technology provided by Hiab.

**12.2** The title and all intellectual property rights in and to the Products, inventions or know-how developed together by the Parties, or by the Supplier on Hiab's request, shall vest in, and be the sole and exclusive property of, Hiab.

**12.3** The Supplier shall assume liability for, indemnify and hold Hiab, Hiab's affiliates and customers harmless from all claims, expenses and proceedings related to infringements of patents or other intellectual property rights in relation to the Product and the use thereof, unless the claimed infringements relate solely to technical specifications provided by Hiab. The afore-mentioned liability survives the expiration or termination of the Purchase Agreement as long as claims may be presented by a third party against Hiab, Hiab's affiliates or customers.

**12.4** In order to protect Hiab's know-how and confidential information, the Supplier shall not allow representatives of Hiab's competitors to enter the Supplier's premises where Products that include Hiab's technology or know-how are developed or manufactured. Furthermore, the Supplier shall inform Hiab in case it develops or supplies equivalent, similar, or competing products to any Hiab competitor.

#### **13. Insurance and Indemnification**

**13.1** The Supplier must continuously maintain a third-party liability insurance policy. This policy must cover global product liability and be sufficient in nature, scope and amount to cover any liability the Supplier may incur under the Purchase Agreement. The insured amount must be a minimum of one million (1,000,000) euros per event. Upon Hiab's request, the Supplier shall submit all necessary certificates of insurance.

**13.2** The Supplier shall indemnify, defend, and hold harmless Hiab and its affiliated companies, directors and employees from and against any and all losses, liabilities, damages, claims, demands, costs, charges, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the performance of the Purchase Agreement, including claims, demands, or actions based on contract, tort, warranty, strict liability, or any other legal theory, and relating to:

**13.2.1** Any injury or death to any person or damage to any property caused by the Products or the performance of any work by the Supplier or its subcontractors.

**13.2.2** Any error in the design or drawings provided by the Supplier.

**13.2.3** Any defect in, or failure of, the Products or any part thereof.

**13.2.4** Any act or omission of the Supplier or its subcontractors arising under or in connection with the Purchase Agreement.

#### **13.3 Confidentiality**

**13.4** All information, such as technical information and data, commercial information and know-how, price structures, costs and administrative and operational information, that a Party has obtained or will obtain access to through the Parties' business relationship or any future cooperation (including any process investigating the possibilities of such cooperation), shall be treated as confidential.

**13.5** The obligation of confidentiality shall last for the duration of the Purchase Agreement and for five (5) years thereafter. This information may not be used for any purpose other than for the deliveries to Hiab. Copying or reproduction of such confidential information is permitted only within the framework of fulfilling a Party's obligations and in accordance with all applicable copyright laws and regulations.

**13.6** Upon Hiab's request, the Supplier must either return or destroy all of Hiab's confidential information, including any copies.

#### **14. Tooling**

If Hiab supplies tools or equipment to the Supplier for the manufacturing of the Product, such tools shall remain the property of Hiab. The Supplier shall at all times carry sufficient insurance to cover any damage to these items when they are in the Supplier's custody.

#### **15. Liens**

The Supplier shall ensure that title to the Products shall be free and clear of any liens. The Supplier agrees that it will be exclusively responsible for and indemnify and hold Hiab harmless from any such lien as well as all claims for non-payment by the Supplier to its suppliers and subcontractors.

#### **16. Force Majeure**

**16.1** A "Force Majeure Event" means any event or circumstance that prevents or substantially delays a Party's performance of its obligations under the Purchase Agreement, provided the event: (i) is beyond the reasonable control of the affected Party; and (ii) could not reasonably have been anticipated at the time of concluding the Purchase Agreement. Examples include, but are not limited to: war, fire, general mobilization, civil commotion, revolt or riot, government intervention, currency restrictions, official nationwide strike, and

natural disasters. A Force Majeure Event does not include occurrences or disruptions that merely make performance commercially impracticable or more expensive, or any lack of funds.

**16.2** If a Party is affected by a Force Majeure Event, its affected contractual obligations are suspended for the duration of the event. The Party claiming relief must notify the other Party in writing immediately upon the intervention and the cessation of the circumstance. The Supplier must also provide Hiab with a written estimate of the expected delivery resumption date. The Party claiming Force Majeure must use all reasonable means available to prevent, minimize and reduce the effects resulting from the event.

**16.3** An impediment suffered by a subcontractor or sub-supplier will only discharge the affected Party from liability if obtaining equivalent subcontracting from another source is not possible without unreasonable costs or significant loss of time. If the Supplier is discharged from liability due to a Force Majeure Event, Hiab shall be equally discharged from any corresponding liability for the duration of the Supplier's discharge, including, without limitation, any payment obligations.

#### **17. Supplier's Subcontractors**

The Supplier must notify Hiab of any changes to its subcontractors. The Supplier is responsible for its subcontractors' performance and must ensure that the terms and conditions with them are consistent in all material respects with the Purchase Agreement. Hiab's approval of any subcontractor does not create a contractual relationship between that subcontractor and Hiab.

#### **18. Termination of the Purchase Agreement**

**18.1** Either Party may terminate the Purchase Agreement prematurely with immediate effect any time by written notice to the other Party in the event of: (i) a material breach of the Purchase Agreement committed by a Party and failure to remedy such breach within thirty (30) calendar days of the other Party's written notice thereof; (ii) to the extent permitted by applicable law, a Party's insolvency, filing for bankruptcy, liquidation, compounding with creditors, appointment of a trustee or receiver for substantially all of its property, or the taking of any similar action as a result of debt; or (ii) a Force Majeure Event existing continuously for longer than ninety (90) days.

**18.2** Hiab may terminate the Purchase Agreement with immediate effect in the event of a change in the direct or indirect control of the Supplier's ownership is carried out without Hiab's prior written approval, or the Supplier enters into a joint venture or other alliance with a direct competitor of Hiab.

#### **19. Assignment**

Neither Party may assign or transfer any of its rights or delegate any of its obligations under the Purchase Agreement, in whole or in part, without the prior written consent of the other Party. If an essential change takes place in the Supplier's ownership or control, it shall immediately be reported to Hiab and the Supplier must assure that the Purchase Agreement will be upheld. Notwithstanding the above, Hiab may, without the Supplier's consent, assign the Purchase Agreement to any of its affiliated companies.

#### **20. Limitation of Liability**

In no event, to the fullest extent permitted by law, shall Hiab be liable for the Supplier or any third party for any consequential or indirect loss or damages, including but not limited to damage to persons or property, loss of profit or loss of use whether or not Hiab has been advised of the possibility of such loss or damage.

#### **21. Compliance**

**21.1** People and Society. The Supplier shall respect human rights in its operations and supply chain. The Supplier represents and warrants that neither it nor its parent or affiliated entities or subcontractors are engaged in any practice inconsistent with the rights set forth in the ILO Labour Standards, which, inter alia, require that the Supplier shall take all appropriate measures to prevent modern slavery, child labour or exploitative labour practices by its employees or any other person engaged by the Supplier to perform any services in relation to the Purchase Agreement. The Supplier shall follow all applicable health and safety regulations. The Supplier shall comply with applicable conflict and battery minerals regulation and cooperate fully with Hiab in investigating the source of any tantalum, tin, tungsten or gold or battery minerals in the Products it supplies to Hiab.

**21.2** Environment. The Supplier agrees to operate in an environmentally conscious manner and comply with all environmental laws and regulations (including without limitation the REACH and Prop 65 regulations and TSCA, REACH, POPs, RoHS and PFAS restrictions). If any Product supplied to Hiab under the Purchase Agreement contains regulated substances (REACH, RoHS, POPs, TSCA, Prop 65, PFAS), the Supplier agrees to share up-to-date and correct information via BOMcheck platform in a timely manner. The Supplier agrees to actively monitor, report, set targets and strive to reduce greenhouse gas emissions in its own operations and value chain. If any Product supplied to Hiab under the Purchase Agreement contains commodities listed in the EU Deforestation Regulation, the Supplier agrees to provide required due diligence information safeguarding the compliance with the regulation.

**21.3** Governance. The Supplier shall comply with all applicable laws and regulations pertaining to money-laundering, embargoes and/or sanction requirements, bribery, corruption and anti-terrorism, including but not limited to the principles contained in the applicable export control and sanctions regulations as well as the US Foreign Corrupt Practices Act and the UK Bribery Act. The Supplier agrees that, at all times in connection with and throughout the course of the Purchase Agreement, it shall not give or accept any undue pecuniary or other advantage of any kind to the extent that doing so would be in violation of the anti-bribery laws of any relevant jurisdiction. All payments under the Purchase Agreement shall be made by wire transfer.



**21.4** The Supplier confirms that it is aware of and shall comply with Hiab's Business Partner Code of Conduct as found online at Hiab Supplier portal (<https://www.hiabgroup.com/en/sustainability/governance/>) and principles of social responsibility as made publicly available by Hiab from time to time.

**22. Spare Parts**

The Supplier shall guarantee the supply of all necessary spare parts for the Product for a minimum period of fifteen (15) years after the date Hiab's purchases for serial production from the Supplier have ceased.

**23. Offset and Countertrade Support**

The Supplier acknowledges that Hiab may incur Offset, Countertrade or other industrial benefit obligations when selling to customers in international markets. The Supplier agrees and commits that, upon Hiab's request and on a case-by-case basis, it shall use its best reasonable efforts to proactively support Hiab in fulfilling these obligations. The specific nature, scope and value of any such support shall be subject to the mutual written agreement of the Parties.

**24. Order of Precedence**

**24.1** The Purchase Agreement may be composed of the following documents: 1. a written purchase agreement, 2. Hiab's purchase order, 3. Hiab Purchasing General Conditions, 4. Supplier's order confirmation and 5. Supplier's offer.

**24.2** In the event of any conflict or discrepancy between the documents listed above, the document with the lower number shall prevail over any document with a higher number.

**25. Entire Agreement**

The Purchase Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, representations and agreements, if any, whether written or oral.

**26. Severability**

If any provision of the Purchase Agreement is held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect and shall not in any way be affected or impaired.

**27. No Waiver**

No waiver of any provision of the Purchase Agreement shall be effective unless it is in writing and signed by the waiving Party. Furthermore, no failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise thereof.

**28. Governing Law and Dispute Resolution**

The Purchase Agreement shall be governed by and construed in accordance with the laws of Finland. Any dispute, controversy or claim arising out of or relating to the Purchase Agreement, or breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by three arbitrators appointed in accordance with the said rules. The seat of arbitration shall be Helsinki, Finland, and the language to be used in the arbitral proceedings shall be English. Notwithstanding the foregoing, Hiab shall be entitled to seek injunctive relief and/or an order for specific performance in any court of competent jurisdiction as may be necessary to enforce its rights regarding confidentiality and intellectual property rights.