

General Terms and Conditions (GTC) of Palfinger concerning the marketplace for used equipment

I. General Provisions

1. This is an Internet platform of PALFINGER AG (“**Palfinger**”) specialised in the marketing of used Palfinger products (“**Goods**”) via the Internet.
2. An Offerer on this platform can solely be authorized dealers of Palfinger products (both hereinafter called “**Offerrers**”).
3. Any Offerer who intends to sell a Good may offer such Good to customers on the marketplace. Such a good is sold by way of placing an offer on the Internet site of Palfinger (“**Offer Price**”). Under the selling format Offer Price, the Offerer and Customer may enter into a contract without any further involvement of Palfinger.
4. Palfinger shall enable users to initiate contracts for sale. Such contracts for sale shall be exclusively between the users, that is, the Offerer on the selling side and the Customer on the buying side. Parties to such contracts shall be solely liable for compliance with such statutory provisions as shall apply to the conclusion and execution of such contracts. Upon initial request, the contractual parties shall save Palfinger harmless with respect to all such claims as may be brought against Palfinger by a user by reason and in the context of Offer Price or contract conclusions.

II. Validity of General Terms and Conditions

1. These GTC of Palfinger shall apply exclusively. Any terms and conditions of users to the contrary or departing herefrom shall not be recognised by Palfinger unless Palfinger shall have expressly consented thereto in writing.

III. Registration to and Use of the Internet platform

1. Offerers shall register via the Palfinger-Extranet. Employees of Palfinger shall subsequently make enquiries on the premises of the Offerer in order to determine whether such Offerer meets the quality requirements of Palfinger. Any Offerer meeting such requirements shall be admitted. Palfinger reserves the right to deny access in individual cases.
2. Any Offerer participating in such service shall authorise Palfinger, by way of registration, to collect, store and use such user’s data as well as to publish such person’s user name. Admission to the platform shall be granted by means of a user name and password assigned to such person.
3. Any Offerer participating in such service shall undertake to inform Palfinger

immediately of any changes to such information as such user has just provided. Such Offerer shall have no automatic right of admission to the platform. Palfinger shall reserve the right to withdraw any admission upon provision of false information or misuse.

4. Palfinger reserves the right to alter the marketing of the offered Goods at its own discretion, to stop the marketing for a certain time, in parts, finally and completely, as well as to alter, to amend, to complete the content of the Internet site anytime at its own discretion and to make deletions.

IV. Special Provisions regarding "Offer Price"

1. Under "Offer Price", the Offerer shall provide information on the Goods offered. For this purpose, the Offerer himself or herself shall not be deemed to make an offer in a legally binding manner. Any such information provided shall be deemed an invitation to Customers to place legally binding bids themselves. The Offerer may withdraw his or her invitation at any time. The Offerer shall not be bound by it; as a result, Customers shall have no legal claims with respect to and on the grounds of such information provided by the Offerer.

2. The Customer shall contact such an Offerer directly as has placed the offer in the marketplace. The Customer and the Offerer shall enter into a direct contract concluded on such terms and conditions as agreed upon between them and without any further involvement of Palfinger. For such purposes, acceptance of any one offer shall be at the discretion of the Offerer.

V. Warranty

1. The Offerer is obliged to compile the information on the platform concerning the offered Goods carefully and truthfully and to delete the Offered Price immediately as soon as the Good is no longer available or the information has changed otherwise. The Offerer is responsible for the content and the correctness of the transferred information exclusively. In particular the Offerer has to state all essential characteristics of the offered Good truthfully. Furthermore, he is obliged to observe in its full extent all legal provisions which are relevant for his business, in particular competition law and data privacy laws. The Offerer assures that the submitted information does not violate laws or third person rights, in particular property rights, lien, other rights in rem, patent rights, trademark rights and other industrial property rights. In addition the Offerer is obliged not to sell Goods which Offer violates penal provisions, which sale is forbidden or requires an official concession. Furthermore, the Offerer is obliged to keep his user name and password confidential. The Offerer shall save Palfinger harmless with respect to all such claims as may be brought against Palfinger by third persons in the context of the mentioned violations. This includes the refund of costs for necessary legal representation.

2. Since the contract for sale shall be between the Offerer and the Customer, Palfinger shall not assume any warranty obligations with respect to the Goods sold. Any warranty obligations shall exist exclusively between the Offerer and the Customer by virtue of any contract entered into between them. The information contained in the specifications of the

Offerer, in particular technical specifications, measurements, quantities or any reference to quality standards, shall not be deemed warranted characteristics if the Offerer has not made any express representations to the contrary. In the absence of any provisions by the Offerer to the contrary, the Goods shall be deemed offered as they are and excluding any warranty whatsoever, as far as legally possible.

3. If any one user fails to fulfil his or her obligations hereunder, Palfinger shall be entitled to exclude such user from any further participation on the platform. Palfinger shall reserve the express right to assert any claims for damages in connection therewith. The user shall save Palfinger harmless with respect to any such damage as may arise for Palfinger as a result of flawed data or data containing viruses received from the user.

VI. Liability exclusion

1. Any liability concerning direct or indirect links to foreign Internet sites for which Palfinger is not responsible is excluded. The provider of the linked Internet site is solely responsible for illegal, false or incomplete information or offers and for damages which result from the use or non-use of such contents.

2. Palfinger shall not make any warranties with respect to the availability of its Internet site <http://www.palfinger.com> at all times and shall not be liable for any imponderabilities in connection with the medium Internet. In addition Palfinger does not warrant the up-to-dateness of the information presented on the platform.

3. The right to use the platform exists only as far as technically possible. There is no liability of Palfinger concerning false display of information, interruption of availability of the Internet site and the up-to-dateness of the information.

4. Any liability for slight negligence is excluded. Any liability shall be limited to such damage as can be reasonably foreseen and as is deemed typical.

5. Palfinger does not assume any liability for the Offerer (e.g. financial status, correctness of information, etc.).

VII. Final provisions

1. Place of jurisdiction shall be Salzburg, Austria.

2. All legal relationships between Palfinger and the user shall be subject to the laws of Austria with the exclusion of conflict-of-laws provisions and exclusion of the UN Sales Convention.

3. Should conditions of this contract be or become invalid or unenforceable, the remainder of the contract will not be affected by that. In this event, instead of the invalid or unenforceable conditions, conditions shall be considered agreed that achieve the intended purpose as well as possible.

4. In case a Customer is a consumer corresponding to the Austrian Konsumentenschutzgesetz (KSchG), the compulsive provisions of the KSchG shall be valid.