



1202 Musser Street
Muscatine, IA 52761-1645
(563) 263-2752
Fax (563) 263-3720

WATER POLLUTION CONTROL

MEMORANDUM

To: Gregg Mandsager, City Administrator

Cc: Nancy Lueck, Finance Director

From: Roger Kirby, Director WPCP

Date: April 5, 2011

Re: Revised Crane replacement at Papoose Lift Station proposal

INTRODUCTION: We have budgeted for a repair or replacement of our crane system at the Papoose Lift Station on the river.

BACKGROUND: We anticipated trying to repair the major components, but because of the age (1964), replacement parts are no longer available plus the cost and downtime would be greater than replacing with new. We contacted three crane manufacturers and had them come and look at our existing system. This crane is used to remove mostly sand that comes into the station before it goes through our pumps and is pumped to the WPCP to be pumped again and then distributed throughout our treatment system. Sand causes tremendous wear on all components of our system. Until the sewers are separated (2024) and the city uses less sand on the streets for snow and ice control this is a necessary item.

RECOMMENDATION/RATIONALE: There has been \$175,000 budgeted for this replacement. We received two quotes for the replacement of this crane. These are attached to this memo. I recommend two purchase orders be issued to Kone Cranes for \$ 97,232.00 for the new crane system and \$37,478.00 for the removal and replacement of the existing crane. The bid from Dearborn did not include any of the hydraulic components needed for the operation of the crane and their bid was higher anyway. I will have a better estimate of the cost to repair the existing bucket before the council meeting next week but original estimates are in the \$5K-\$8K range. A new bucket would be more than \$30K. Both firms indicated the existing bucket could be refurbished on a time and material basis. We are also getting a quote from Lewis Brothers here locally to repair the bucket. Please include this item on the council agenda for April 7, 2011.

MEMORANDUM

DATE: April 1, 2011

FROM: Mike Beckman, Lift Station/Plant Maintenance Supervisor

TO: Roger Kirby, Water Pollution Control Plant Director

SUBJECT: Papoose Crane Replacement

For several weeks I have been working on the Papoose Crane project. I contacted three vendors to supply quotes for the replacement of the Papoose Crane. Two bids were received and low bid came in at \$134,710 from Konecranes. In the budget 2010/2011 Council approved \$175,000 for this project. The W.P.C.P. staff recommends that we award the contract to Konecranes out of Cedar Rapids, Iowa.

Mike Beckman
LS/Plant Maintenance Supervisor

March 22, 2011

Prop 57618 R1

City of Muscatine
Mike Beckman

Gentlemen;

First of all, we would like to thank you for the opportunity to quote your project. We're sorry we were not able to resubmit are bid faster, but as soon as I told the bucket vendors that Class 1/Div 1 was required, they either declined or said the quote would take a long time. As of this writing, we still have not received a firm bid, but one vendor said it would be in the area of \$30K!

Per our conversation yesterday, I am quoting without the bucket. It should be noted that although we're pretty sharp crane people, we have next to no experience with hydraulics. By deleting the bucket, we now had to go find a Class 1/Div 1 pump supplier, hydraulic reel supplier, etc. This would have delayed us several days. Therefore, I would like to offer the follow suggestion to speed things up. The following is a complete quote for removal of the old equipment and supply and installation of the new crane for everything except the pump and the hydraulic connection system. If our price looks good, call me and I will drop everything and go full speed ahead on the hydraulics. If not, I won't cause you any further delay and I'll save the engineering time pursuing the hydraulic pricing.

We are pleased to quote the necessary materials and labor to design, fabricate, remove the existing monorail and install a new overhead bridge crane. The bridge crane will be per the attached specs. The crane is a single girder, CMAA class D, Class 1/Div 1, spark resistant crane. The crane is a single girder, under running configuration, with a manual interlock for access to an exterior monorail. Control is via radio remote control, with control motions including up/down, north/south, east/west and bucket open/close.

New crane, monorail removal and new crane installation, (less all hydraulics)
for the sum of.....

\$136,223.00

1. Duty Cycle

Per our conversation, your application is very unusual. The crane could be described as a "standby/maintenance crane" with is a very light duty cycle spec, but when you have a breakdown, you're going to run 24/7 for several days. I have therefore quoted a CMAA Class "D" which is considered "Heavy Duty". Further, I have chosen a H4+ hoist, which is on the high end of the Class D, approaching Class E.

2. Support System

We will install four columns flush against the four outer concrete pilasters. These columns will be anchored to the floor as well as back to the pilaster. It should be noted that the runway will run directly on top of these columns which should clear the two sets of doors. This needs to be confirmed.

3. Interlocking Crane to Monorail

Because this is an interlocking crane, we have upgraded the bridge girder to a 5 ton capacity girder. The biggest single problem with interlocking cranes is vertical and horizontal alignment. The mechanical interlock itself will provide the horizontal alignment, but it can't solve for vertical alignment. By upgrading the bridge girder, there is significantly less deflection and therefore much better vertical alignment. Frankly the books don't require this, but after having done these for 30+ years, I have always found that the less the deflection the less the operational problems and the happier the customer.

4. Handrail

We are assuming that the hand rail is removable. We will then use portable "pic's" to span the tanks.

5. Tank covers

We will be removing a number of small parts and pieces. If it is critical that no debris can be dropped into the tanks (like nuts and bolts), then a full cover shall be supplied by others.

6. Installation

We have quoted the installation on a straight time basis to start with the lowest cost option. We estimate that the takedown/installation will take two weeks.

We hope the above information and enclosures are sufficient to answer any questions you might have regarding this equipment. Should there be any further questions please feel free to call. We would welcome the opportunity to further discuss our proposal with you.

DEARBORN has been a manufacturer of cranes since 1947. DEARBORN is the only regional crane manufacturer that not only builds cranes but also has a full time field service crew that repairs all brands of cranes. We also rebuild cranes as well as provide annual OSHA inspections.

Price quoted is subject to increase to cover any applicable sales or use tax which we are required by law to pay or collect as a result of this transaction. We reserve the right to correct any stenographic errors.

Terms: 35% down payment, 55% prior to delivery 10% net 30 (pending credit approval.)

Due to the volatile steel market, all quotations must be confirmed prior to acceptance of order.

Delivery: 12-16 weeks after receipt of signed approval drawings and

Purchase Order

F.O.B.: Origin, Mishawaka, IN

Attached Bid Notes are an integral part of this proposal.

Quoted By: RLL

Ordered by:	
Total Amount:	
PO Number:	

Respectfully submitted,

Larry Dunville

Larry Dunville, DEARBORN CRANE & ENGINEERING CO.

Phone 574-259-2444 x306

Cell 574-210-8612

OFFER

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Handled by: Travis Hageman

Offer date: 02/22/2011 / Revision 04/04/2011

Offer number: T28656-315/DAV022211TLH3

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Customer: City of Muscatine Wtr Pollution , MUSCATINE	Reference: 3T RUNWAY SYSTEM
Address: 1202 Musser St	Inquiry date: 02/22/2011
MUSCATINE, IA 52761-1645	Subject: 3T RUNWAY SYSTEM
USA	Contact person: MIKE BECKMAN
	Customer Tel: 5632632752
	Customer Fax:

Thank you for the opportunity to be of service. This proposal details the planned repairs we have discussed. Konecranes is pleased to offer the following proposal for your consideration and approval.

Scope

Provide a new 3T runway system for your Pappoose storm water retention building. The new system will require and include the following:

- Removal of the existing monorail system
- Removal of the existing P&H hoist and hydraulic system
- Installation of a new 3T 29' long underhung freestanding system. This will include a 26' long bridge crane that will lock into position with the existing beam that extends outside, to allow the hoist to travel outside as the old hoist did. This will give the ability for 3 motions and full range of motion of the total square footage with the hoist. All three motions will be powered.
- 60 amp Explosion proof non-fused disconnect switch.
- A new 3T Konecranes brand low head room explosion proof hoist will be furnished as the existing hoist will not be able to be turned to allow for the proper headroom.
- Installation of new hydraulic power system. This system will be a standalone system that will be mounted in an elevated fashion off the floor of the bldg along the wall. The hydraulics will have the following features:
 - 10 Gallon steel reservoir
 - 4 gpm pump
 - 460vac tank heater
 - 4W3P Electric valve assembly
 - Aluminum explosion proof electrical enclosure. Class 1, Div 1 Groups B,C,&D.
 - Manual motor starter.
- Hydraulic hoses and power cables to the crane will be run in a flexible wire way. This will eliminate the cord reel that is currently in use.
- Remtron explosion proof radio control system.

NOTE: This price includes the price of a new hoist that was originally not included. This is due to the fact that the existing hoist would need to be turned 90 deg from its state to allow for the proper lifting technique of the gates. To maintain the proper head room and pick height needed, we are not able to reuse the existing hoist. Originally the thought was to rebuild the existing hoist. This was estimated at 18-20K for parts and labor on top of the cost of the project. With this design, the new hoist is included.

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Price includes materials only. Labor not included and is proposed on quote T28656-315A

Pricing Summary

Total price is \$97,232.00.

This quote/proposal is subject to the Konecranes, Inc. d/b/a Crane Pro Services Standard Terms and Conditions of Sale (Revision 082207), a copy of which is attached hereto or otherwise available upon request and the terms of which are incorporated as if fully rewritten herein.

Price quoted is based on clear access to the work area and work being completed during a normal workday. It is our intent to work with our customer's production schedule as much as possible. However, please note that quoted prices are based upon the equipment being available to the service technician(s) at the expected time of arrival through completion of the required work. Any unexpected delays caused by the customer will be charged at the applicable hourly rate.

All concealed damages and/or items found necessary to be repaired or replaced upon start of the above items, and not readily apparent prior to the beginning of the work, and not otherwise covered by the purchase order, shall be brought to your immediate attention and a price for said work agreed upon prior to proceeding with the repairs.

Payment terms

20% Down at time of order
40% At project Mid-point
30% At time of installation
10% Net 30 after successful project completion

Delivery time

Estimated delivery time is to be agreed separately.

Validity of the offer

This offer is valid until 04/14/2011.

We understand and appreciate the urgency of completing these repairs and will order parts/confirm scheduling promptly after receipt of your notification authorization. Please feel free to contact us at any time for any reason.

We sincerely appreciate your consideration and look forward your acceptance.

Yours truly
Konecranes, Inc.

Travis Hageman
Branch Manager
Tel: 319-366-3420
Mobile: 319-361-0409

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KONECRANES, INC. D/B/A CRANE PRO SERVICES ("KONECRANES") STANDARD TERMS AND CONDITIONS OF SALE

1. APPLICABILITY. The sale of any and all KONECRANES goods and/or services shall be conditioned upon, and subject to the following terms and conditions which shall form an integral part of any agreement therefore. Buyer's acceptance of any offer made by KONECRANES for the sale of its goods and/or services is expressly made subject to the terms and conditions stated herein. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except as revised in writing by KONECRANES and all orders received by KONECRANES shall be governed only by the terms and conditions contained herein, notwithstanding any terms and conditions which may be found in any purchase order, release order, or any other form issued by the Buyer. KONECRANES hereby objects to said terms and conditions and notifies Buyer that they are rejected.

2. PRICE. All quoted prices shall remain firm for a period of thirty (30) days from the date of quotation. The price for all goods and/or services released for delivery by Buyer after thirty (30) days from the date of quotation are subject to any increase in price that may occur between thirty-one (31) days following the date of quotation and the date Buyer releases shipment. Quotations provided are priced based on Buyer's purchase of the entire scope of goods and/or services identified therein. If less than the entire scope of goods and/or services identified in the quotation is ordered by Buyer, prices may vary. KONECRANES shall bill Buyer and Buyer shall pay to the extent of services provided, or for the quantity of goods shipped should KONECRANES be unable for any reason to provide and/or ship the entire scope of goods and/or services quoted. Prices quoted by KONECRANES are exclusive of all taxes (except taxes levied on KONECRANES' income) including federal, state and local use, sales, property or similar taxes, and Buyer shall pay all such taxes in full or shall reimburse KONECRANES for any such taxes paid by KONECRANES.

3. SCOPE OF GOODS AND SERVICES. The goods and/or services provided by KONECRANES pursuant to the quotation shall, at the express request of Buyer, be limited exclusively to those good and/or services expressly identified therein. As a result, KONECRANES does not assume responsibility and/or liability for the failure to provide any other goods and/or services. Modifications, additions or deletions to or from the scope referenced in the quotation shall only be effective if evidenced in a writing signed by KONECRANES. The sale of any and all goods and/or services affected by such modification, addition or deletion shall be subject to these same Terms and Conditions of Sale whether or not referenced therein.

4. MINIMUM CHARGE. All goods and/or services supplied by KONECRANES are subject to a one-hundred dollar minimum charge. If the total quantity of goods and/or services purchased by Buyer (excluding freight charges) results in a charge of less than one-hundred dollars (\$100.00) KONECRANES reserves the right to charge Buyer the difference between the price of the goods and/or services purchased and one-hundred dollars (\$100.00) as an additional charge for the goods and/or services purchased.

5. PAYMENT TERMS. Unless otherwise provided in the quotation, all KONECRANES invoices shall be paid by Buyer within thirty (30) days of the date of invoice. A late charge equivalent to the lesser of 1-1/2% per month (18% per annum) or the maximum rate allowed by law will be assessed on all unpaid invoices or invoices not paid in accordance herewith. Buyer shall reimburse KONECRANES any and all expenses, regardless of their nature or type (including attorneys fees), related in any way to KONECRANES' collection of invoices not paid in accordance herewith or otherwise incurred by KONECRANES in the enforcement of any of the terms and conditions hereof.

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6. CREDIT APPROVAL. All orders are subject to Buyer credit approval by KONECRANES. KONECRANES reserves the right to refuse shipment of any and all goods and/or services identified in any quotation, to modify the Payment Terms identified therein or in paragraph 5 hereof or to cancel without penalty or charge any contract formed and concerning the goods and/or services identified in its quotation if, in its sole discretion and for any reason whatsoever, KONECRANES requests and is unable to secure acceptable payment assurances from Buyer for the goods and/or services identified in the quotation.

7. DELIVERY TERMS AND DELAYS. Unless otherwise identified in the quotation, all shipments within the United States are F.O.B. KONECRANES' plant or warehouse and title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at such plant or warehouse. Unless otherwise identified in the quotation, all shipments outside the United States are F.C.A. KONECRANES' plant, warehouse or dock, as defined by Incoterms 2000, and title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at such plant, warehouse or dock.

a. Delivery. All dates of shipment and delivery identified by KONECRANES are approximate. KONECRANES shall not be liable for delay in or failure to make shipment by any identified date for any reason whatsoever including, but not limited to, causes beyond its reasonable control such as strikes, fires, floods, epidemics, quarantine restrictions, severe weather, freight embargoes, allocation orders issued by or to the account of the government, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.

b. Freight Charges. Any reference to freight charges contained in the quotation is an estimate. KONECRANES is not responsible for any differences that may occur between freight estimates contained in the quotation and actual freight charges applicable at the time of shipment.

c. Packaging. Unless otherwise identified in the quotation, the quoted price for any goods referenced therein does not include the cost for export or special packaging of the goods. Buyer shall assume those extra costs associated with such packaging.

d. Cost of Goods. Unless otherwise stated in the quotation, Buyer shall pay all cost increases KONECRANES is assessed for materials incorporated into goods and/or services, including but not limited to steel, copper, and fuel surcharges, to the extent such increases exceed those estimated costs used by KONECRANES to develop the quotation by ten-percent (10%) and which occurs subsequent to the issuance of the quotation, but prior to the delivery of the goods and/or services.

e. Site Condition. Buyer warrants that the installation site shall be ready and adequate for KONECRANES' delivery of the goods and/or services (including adequate power to the crane, free and clear access, aligned runway beams, etc.) and all obstructions shall be removed prior to delivery. Buyer shall assume all extra costs associated with KONECRANES' inability to install any goods due to Buyer's failure to comply with this provision. KONECRANES in no way warrants the sufficiency of the site for the goods and/or services referenced in the quotation.

8. WARRANTIES.

a. Products manufactured by KONECRANES and/or its affiliates ("KONECRANES Products"). KONECRANES warrants that all KONECRANES Products conform in all material respects to the description of Products identified in the quotation to Buyer and will be free from defects in material and workmanship for one (1) year from date of shipment to Buyer. Replacement parts are warranted for one (1) year. Repair and replacements do not extend

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the original warranty provided with the product at the time of sale as stated in the KONECRANES Standard Product Warranty revision in effect on the date of sale a copy of which is attached to this quotation and incorporated by reference as if fully rewritten herein or otherwise available upon request of Buyer.

b. Services. KONECRANES warrants that all services will conform in all material respects to the description of services identified in the quotation and will be performed in a good, workmanlike manner.

c. Products manufactured by manufacturers other than KONECRANES and/or its affiliates ("Competitor Products"). Competitor Products supplied by KONECRANES to Buyer are not warranted by KONECRANES. Competitor Products may be warranted separately by their respective manufacturers and KONECRANES shall, to the extent possible, assign to Buyer whatever rights to Buyer KONECRANES may obtain under any such warranties.

Warranty of Defective or incorrect parts is limited to the replacement of those parts. Konecranes does not accept any labor costs under any circumstances.

THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY KONECRANES TO BUYER WITH RESPECT TO THE GOODS AND/OR SERVICES PROVIDED UNDER THE QUOTATION 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.

9. WARRANTY REMEDIES. Buyer's sole and exclusive remedy for KONECRANES' breach of the foregoing warranties during the warranty period shall be, at KONECRANES' sole discretion, KONECRANES' repair and/or replacement of the defective or nonconforming service and/or repair and/or replacement of any defective product or component part thereof provided that KONECRANES is given notice within seventy-two (72) hours of any claimed nonconformance or defect and the defective part or component part thereof, if applicable, is made available for inspection or, at the request of KONECRANES and at its expense, delivered to KONECRANES. In the event that any warranty claim involving defective products or component part thereof arises after KONECRANES stops exclusively performing crane inspection and/or maintenance services for Buyer, KONECRANES shall not be liable for the cost, including labor costs, of dismantling and installing replacement parts or for any other expense connected therewith.

BUYER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS OR LIMITATIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

10. LIMITATION OF DAMAGES. KONECRANES SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE SALE OF PRODUCTS OR PROVISION OF SERVICES UNDER THE QUOTATION FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF KONECRANES WAS ADVISED OF THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES. KONECRANES' DIRECT DAMAGES ARE LIMITED TO THE CONTRACT PRICE. IN NO EVENT SHALL KONECRANES BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID BY BUYER FOR GOODS AND/OR SERVICES REFERENCED IN THE QUOTATION.

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11. DISCLAIMER (Inspection Services). Notwithstanding any representation made by any party to the contrary in any other verbal or written communication, the performance of any crane (or component) inspection under the quotation by KONECRANES and the preparation of the report derived therefrom are conditioned upon and evidence of Buyer's acknowledgment and acceptance of these additional terms, conditions and disclaimers:

a. At the request of Buyer, the scope of any crane (or component) inspection performed by KONECRANES is limited exclusively to a search for readily observable defects apparent on the crane and on those crane component parts identified in the inspection scope accompanying this quotation that are safely and conveniently accessible to the inspecting technician. KONECRANES shall not dismantle the crane or the crane components to be inspected, nor shall it use any ultrasonic or other technical means to inspect and detect latent or non-observable defective conditions in the crane or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, including the inspection report prepared by KONECRANES, latent or non-observable defects may exist or may form on the subject crane or its components on, or following the date of inspection and the Buyer is hereby notified of the potential existence thereof. The use of a crane possessing any defect, including latent or non-observable defects, may result in catastrophic crane failure potentially causing damage to property or injury or death to persons in, on or around the subject crane.

b. The conditions identified during the crane (or component) inspection and reported by KONECRANES in the report derived therefrom are representative of the conditions of the subject crane and its components as they appeared during the inspection. These conditions can and will change immediately following operation of the subject crane (and its components) after which KONECRANES shall not be liable for the accuracy or completeness of the inspection or the information contained in the report derived therefrom.

c. The decision concerning whether or not to repair, or replace the crane or any deficient component of the subject crane lies exclusively with the Buyer. By completing the inspection and preparing the inspection report KONECRANES expressly recommends that Buyer authorize the repair and/or replacement of the crane or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject crane. KONECRANES hereby notifies Buyer that failure to do so may result in catastrophic crane failure causing damage to property or injury or death to persons in, on or around the subject crane.

12. NON-SOLICITATION. Buyer agrees that during KONECRANES' performance of the work referenced in the quotation and for a period of one (1) year thereafter Buyer shall not directly or indirectly solicit, entice, approach, offer employment to, or employ in any capacity any employee of KONECRANES associated in any way with KONECRANES' performance of the work referenced in said quotation. For purposes of this paragraph the term "employee" means any individual actively employed by KONECRANES at the time the quotation is accepted and associated in any way with KONECRANES' performance of the work referenced therein. The terms of this paragraph shall be binding on the Buyer, its parents, subsidiaries, affiliates, successors and assigns.

13. CONFIDENTIALITY. Without limitation, Buyer shall not, at any time disclose to any other person or entity any information relating to the business of KONECRANES, including without limitation, plans and specifications and any other inventions, devices, formulas, processes, programs, software, listings, print-outs, documentation, notes, charts, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, policies, techniques, trade practices, accounting methods, methods of operation or other data that KONECRANES considers confidential, and trade secrets of every kind relating to KONECRANES' business, whether or not patentable or copyrightable. Such information shall remain the exclusive property of KONECRANES and shall be returned to KONECRANES upon request at any time.

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14. INDEMNIFICATION. KONECRANES SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY AND HOLD KONECRANES, OR ANY ENTITY AFFILIATED IN ANY WAY THEREWITH, HARMLESS FROM ANY CLAIMS, DEMANDS, DAMAGES REGARDLESS OF THEIR TYPE INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL, ACCOUNTS, GRIEVANCES, LOSSES AND EXPENSES, WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE, ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF ACTIONS, CAUSE[S] OF ACTIONS, ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, STATE OR FEDERAL, OF WHATEVER KIND OR NATURE, THIRD PARTY ACTIONS, INCLUDING SUITS FOR CONTRIBUTION AND/OR INDEMNITY ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF THE BUYER, ITS AGENTS OR EMPLOYEES AND RELATING IN ANY WAY TO THE GOODS AND/OR SERVICES PROVIDED UNDER THE QUOTATION OR THE EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF AND CAUSES (FOR INSPECTION SERVICES): (I) OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN PARAGRAPH 9.B. HEREOF, (II) ANY CONDITION THAT OCCURS FOLLOWING THE CRANE'S USE AFTER AN INSPECTION AS IDENTIFIED IN PARAGRAPH 9.C. HEREOF, (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY DEFECTIVE CRANE OR COMPONENT AS IDENTIFIED IN PARAGRAPH 9.D HEREOF OR ANY OTHER CAUSE IDENTIFIED HEREIN OR THAT MAY BE REASONABLY INFERRED HEREFROM EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF KONECRANES.

14. SURVIVAL. Each of the paragraphs hereof intended for the benefit of KONECRANES shall survive expiration or termination of the services or delivery of the goods outlined in the quotation.

15. ENTIRE AGREEMENT. These Standard Terms and Conditions of Sale, the quotation together with the KONECRANES Standard Warranty in effect on the date of sale represent the entire agreement between KONECRANES and Buyer. **THESE TERMS AND CONDITIONS AND THE PRICES SET OUT IN THE QUOTATION SPECIFICALLY RECOGNIZE THE ALLOCATION OF THE RISKS OF PERFORMANCE OF THE PARTIES AS WELL AS THE LIMITATION OF LIABILITY AND DAMAGES AND THE RECOVERY OF COLLECTION COSTS, AND THE PARTIES EXPRESSLY AGREE THAT THESE LIMITATIONS ON REMEDIES, RESPONSIBILITY FOR COLLECTION COSTS, AND OBLIGATIONS TO INDEMNIFY ARE ESSENTIAL PARTS OF THE AGREEMENT BETWEEN THEM AND ARE SPECIFICALLY BARGAINED FOR.** Any purchase order or other document issued by Buyer shall be deemed to (i) be solely for the record keeping convenience of the Buyer and (ii) confirm these terms and condition and not add to, delete from, or otherwise change or modify these terms and conditions or those contained in the quotation.

16. SEVERABILITY. The partial or complete invalidity of any one or more provisions hereof shall not affect the validity or continuing force and effect of any other provision. If any portion of this Agreement shall be determined to be invalid or unenforceable, that portion shall automatically be modified to the extent necessary to make it valid. Notwithstanding the foregoing, such original determination of invalidity or unenforceability shall not affect any other portion of this Agreement and such other portions shall remain in full force and effect.

17. GOVERNING LAW; JURISDICTION. Any controversy arising out of or related to these Terms and Conditions of Sale, the quotation, the provision of goods and/or services thereunder, or any contract between KONECRANES and the Buyer shall be construed and governed by the laws of the State of Ohio, including Article 2 of the Uniform Commercial Code as codified in Ohio Revised Code Chapter 1302, notwithstanding conflicts of law principles. Any action arising from or related to these Terms and Conditions of Sale, the quotation, the provision of goods and/or services thereunder, or any contract between KONECRANES and the Buyer shall be instituted and litigated in any state court located in Clark County, Ohio, or in any federal court with jurisdiction over Clark

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County, Ohio. KONECRANES and the Buyer hereby irrevocably consent to the jurisdiction of the courts of Clark County, Ohio.

18. NUCLEAR LIABILITY. In the event that the work, goods and or services provided by KONECRANES and/or otherwise identified herein or in the quotation are provided, used, or otherwise employed in, on or around a facility generating and/or otherwise employing in any manner nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance, the Terms and Conditions of the KONECRANES Nuclear Liability Addendum (Revision 010107) a copy of which is attached hereto or otherwise available upon request of Buyer and shall be incorporated as if fully rewritten herein.