

1. GENERAL

These terms and conditions shall apply to any agreement, which includes contracts, purchase orders, confirmations, or the like (“Agreement”), concerning the hiring and/or use of KR Wind’s services, equipment, and/or personnel (“Work”).

2. CLIENT OBLIGATIONS

a. ACCESS

The Client shall ensure that access conditions and erection sites shall be satisfactory to allow access for cranes, trucks and personnel. Client shall be responsible for any damages resulting from insufficient preparation of the site.

b. ROADS & CRANE PADS

The Client shall ensure that all of KR Wind’s equipment, including but not limited to its crane(s) (“Equipment”), can be moved on stable and firm roads and erected on stable and firm crane pads that are adequate to support the weight of the Equipment, be it loaded or unloaded. The Client agrees that it will indemnify KR Wind for all costs for damage caused to the Equipment and loss suffered by KR Wind on account of the roads and crane pads being unfit to support the Equipment.

The Client shall ensure that the roads and crane pads are completed before KR Wind receives components at each pad location.

c. PERMITS/AUTHORIZATIONS

Client shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the services provided by KR Wind that are required by applicable laws. Client will forward copies of all such documents to KR Wind prior to the commencement of the Work.

d. LIMITS OF EQUIPMENT

The Client shall not, directly or indirectly, use or permit the use of the Equipment beyond its specified lifting capacity or for any purpose other than as set forth in the Agreement. Further, if the Client and/or its employees participate or assist in a job or any part thereof, the Client shall not require, permit or use the Equipment in any manner that is contrary to applicable laws of the jurisdiction where KR Wind’s services are being offered.

3. PAYMENT TERMS

All Work will be subject to a mobilization fee of ten percent (10%) of the value of the Work. KR Wind will invoice its Work monthly with payments due within thirty (30) days of the date of invoice (net 30). KR Wind’s final invoice will be submitted at the end of the Working period.

All invoiced amounts not paid by Client within thirty (30) days of the date approved for payment by Client shall be subject to interest at 2% per month from the date the invoice became due and payable until the date of payment. The charging of interest shall not be construed as an extension of the due date for payment.

4. TERM AND TERMINATION

a. TERMINATION BY KR WIND

In the event of a breach of these Terms & Conditions, an Agreement, or in the event of non-payment of any invoiced amount, KR Wind may terminate the Agreement and immediately cease any Work and remove any Equipment from site, without notice. In the event of a termination for the aforementioned reasons, KR Wind will charge any costs incidental to the termination to the Client, who will be responsible to pay for these costs.

b. TERMINATION BY CLIENT

Should the Client terminate the Work prior to the Work being completed for any reason other than KR Wind's non-performance, the Client shall be liable to pay KR Wind for any Work performed up and to the date of termination and shall also be liable to pay KR Wind the equivalent of ten percent (10%) of the value of the outstanding Work.

5. BOOKING LIMITATIONS

Due to the specialized nature and the limited availability of Equipment, KR Wind requires a minimum eight (8) weeks notice to book Equipment. Once booked, schedule changes will be subject to Equipment availability, and may result in additional charges. Should the Equipment not be made available as agreed by KR Wind and its Client, KR Wind shall not be liable for any damages or penalties incurred by the Client.

A payment of five percent (5%) of the transportation cost is due to book Equipment.

6. CHANGES

The Client may make changes by altering, adding to, or deducting from the Work including changes to weights or dimensions. Such changes are subject to adjustments in the price of the Agreement and completion schedule. Further, any change requested by the Client is subject to KR Wind's right of refusal.

7. CONSENT

Wherever KR Wind requires the Client's approval, consent, inspection or review, it is agreed that the Client shall provide a response in a timely manner, and in no event later than seven (7) days following the request. Further, any approval or consent shall not be unreasonably or arbitrarily withheld or delayed.

8. DELAYS and INTERRUPTIONS

a. DELAYS

KR Wind shall not be liable for any losses or damage caused by any delays which are caused by any event beyond the control of KR Wind ("Delays").

Delays shall include, but are not limited to, lost time due to inclement weather, which includes, but is not limited to, hail, fog, lightning, freezing rain, rime ice, extreme cold or heat, and wind. All delays caused by wind shall be according to the restrictions in the crane manufacturer's manual with respect to maximum speeds for lifting, and calculated using crane anemometers.

Where Delays affect the completion date of the Work, KR Wind will be entitled to an extension to the completion date which is commensurate to the length of the Delay. Further, delay charges may be charged by KR Wind at its sole discretion, regardless of whether the completion date is affected.

b. INTERRUPTIONS

KR Wind reserves the right to interrupt, at any time, the operation of the crane(s) or any other equipment when it deems it advisable for the protection of the persons involved or for the preservation of the crane(s) and/or any equipment and property, in which event neither the Client nor any other person shall be entitled to any compensation in respect of such interruption. Should service be hindered, interrupted or delayed by any mechanical breakdown or defect of the crane(s) or any other equipment, by any accident, fortuitous event, act of God or other cause beyond the control of KR Wind, such as, but not limited to, a strike, a labour dispute, the impossibility of or a delay in securing a replacement part, civil strike, natural disasters, sabotage, riots, fires, floods, wind, storms, explosions, inability to obtain power, a court injunction or order, or some other such cause, KR Wind shall be relieved of its obligations under this agreement for the duration of such hindrance, interruption or delay and the Client shall have no right to claim damages from KR Wind in respect of any loss, including, without restricting the generality of the foregoing, deprivation of use of the crane(s) or equipment, waiting time of the Client's employees and any other similar claims by other persons.

9. TAXES

Sales and/or use taxes are the responsibility of the Client and will be charged in addition to any quoted prices.

10. TRANSPORTATION PERMITS

a. GENERAL

The prices are based on local authorities giving permission to use the local road network. Please note that as a minimum a pre-notice of 12-14 weeks is required for authorizations. Moreover, the execution of the project will only start based on and after obtaining all necessary transport permits and all authorizations.

b. SPECIAL REQUIREMENTS

Any transportation work is subject to the rules or guidelines as set out by any federal, provincial, municipal or state authority and the timely approval and issuance of any necessary permits. Any special conditions or requirements of the permit(s) or approval(s), which are not specifically described in the scope of work or quotation, shall be billed extra at cost plus fifteen percent (15%).

11. WARRANTY

Should KR Wind agree to provide a warranty, such warranty will guarantee that KR Wind's Work will be of good quality and that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the Client's requirements. Should the Work not meet the warranted standards, KR Wind agrees to address the problem in order to bring the Work up to the warranted standard. Unless otherwise agreed to by the parties, the warranty provided by KR Wind shall be for a period of twelve (12) months from the date of completion of the Work. KR Wind warranty excludes repair for damage or defect caused by abuse, modifications not executed by KR Wind, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Further, should any other person perform any work or service on any part of the Work covered by the warranty, during the warranty period, then KR Wind shall be relieved of its warranty obligations as it relates to such work or service.

12. INSURANCE

a. KR WIND INSURANCE

KR Wind maintains commercial general liability, standard auto liability insurance, and where applicable cargo insurance. Prior to the commencement of the Work, KR Wind will supply the Client with a certificate evidencing the insurance policies and their limits.

KR Wind shall supply any further or other insurance requested by the Client, only if same is available to KR Wind and at Client's expense.

b. CLIENT INSURANCE

The Client, or its client, shall carry an "All Risk" insurance policy for the project and must ensure that KR Wind is added as an additional insured. The Client shall further ensure that the All Risk insurance policy contains a waiver of subrogation in favour of KR Wind. The Client shall, prior to mobilization, provide KR Wind with a certificate of insurance evidencing that the aforementioned coverage is in force and effect.

13. LIABILITY

a. LIABILITY

KR Wind accepts no liability whatsoever beyond any sum recoverable under our various insurance policies. Further, under no circumstance shall KR Wind's liability exceed the value of the Agreement.

b. CONSEQUENTIAL DAMAGE

KR Wind shall have no liability whatsoever for any consequential, special, exemplary, indirect or incidental losses or damages whatsoever, or for any loss of use, loss of production, cost of capital, loss of goodwill, loss of opportunity, loss of revenues or profit or the loss of use thereof, or damage to or loss of any property or Equipment, whether based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence and strict liability) or on any other legal or equitable theory. All of KR Wind's liability shall terminate thirty (30) days following completion, abandonment or termination of the Work.

c. INDEMNIFICATION

The Client shall indemnify, defend, and hold harmless KR Wind, and all of its officers, directors, agents, and employees from all claims, loss, damage, cost, charges or expense, arising out of the Equipment or services performed by KR Wind, except to the extent any of such claims, loss, damage, cost, charges or expense is a result of the negligence or willful, wanton or intentional misconduct of KR Wind, or its agents or employees.

14. INTELLECTUAL PROPERTY

All intellectual property rights to drawings, technical specifications, designs, calculations, models, etc. which have been produced by KR Wind and have been provided to the Customer, shall remain vested in KR Wind. Without KR Wind's prior, express written approval, said documents may not be copied, displayed and/or provided to third parties. These documents must be returned to KR Wind immediately upon request.