

§ 1 Area of application of the General Conditions of Sale (hereinafter referred to as: "GCS")

- (1) The deliveries and services of LiftEquip GmbH Elevator Components (hereinafter referred to as: "the Seller") are governed exclusively by these GCS; contrary conditions of the Buyer or conditions of the Buyer deviating from these GCS are not recognised, unless the Seller has expressly consented in writing to their validity.
- (2) These GCS also apply if the Seller carries out the delivery and service to the Buyer without reservation in the knowledge of contrary conditions or conditions deviating from these conditions of sale of the Buyer.
- (3) In the case of ongoing business relationships these GCS also apply to all future deals, even if they have not been expressly agreed again.

§ 2 Offer and offer documents

- (1) Unless otherwise determined, the offers of the Seller are without engagement. Minimum purchase order value shall be EUR 50,00 (domestic) and EUR 100,00 (international).
- (2) Indications of the Seller regarding the object of the delivery or service (e.g. weights, dimensions, utility values, loading capacity, tolerances and technical data) as well as its representations of the same (e.g. drawings and illustrations) are only approximately definitive, insofar as the usability for the contractually provided aim does not require exact agreement. They are not guaranteed characteristics, but descriptions or indications of the delivery or service. Commercially customary deviations and deviations which result on the grounds of legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually provided purpose.
- (3) The Seller retains title as well as copyright to all offers and cost proposals issued by the Seller as well as to drawings, illustrations, calculations, prospectuses, catalogues, models, tools and other documents and aids made available to the Client. The Client may not, without the express consent of the Seller, make these objects accessible as such or in terms of content to third parties, make them known, or use or duplicate them itself or via third parties. At the request of the Seller it shall return these objects in full to the latter and destroy any copies made, if they are no longer needed by the Client in the ordinary course of business or if negotiations do not result in the conclusion of a contract.
- (4) With its order the Buyer issues a binding offer. The Seller is entitled to accept this contractual offer within two weeks following receipt at the Seller.
- (5) Any offer accepted by Seller can be amended by Buyer within 5 business days after receipt of the order confirmation. Any amendments made after the 5th business day, which require changes to the manufacturing process, will be charged by Seller with a handling fee of EUR 150,00.

§ 3 Scope of delivery

- (1) The delivery takes place with due regard for the acknowledged rules of technology. If the Buyer is an entrepreneur, the delivery shall correspond with the technical regulations valid at the time of issue of the Seller's offer; if the Buyer is a consumer, the handover of the goods is the definitive point in time. Changes that become necessary because the technical rules change after issue of the offer shall be reimbursed by the Buyer. Fundamentally notwithstanding section 3, the Seller shall point out to the Buyer changes that become known to it.
- (2) Any notification documents necessary for the installation for official inspection of the machinery part of plant as well as operating instructions are made available by the Seller. Production drawings do not form part of the scope of delivery.
- (3) The Seller does not guarantee that building permits and other authorisations which are a precondition for the assembly of the goods can be supplied at all or on time. It is a matter for the Buyer to acquire knowledge of the respectively applicable legal provisions for the operation of plant, in particular lifts, escalators, moving walkways and conveyor systems as well as their respective components. Conditions of the approval authorities are taken into account only if they have been made known to the Seller in good time and observance thereof has been agreed in writing between the parties.
- (4) Partial deliveries are permissible and may be invoiced separately, unless they are not meaningfully usable for the Buyer.

§ 4 Delivery time

The delivery time does not commence before clarification and authorisation of all details and drawings required for execution as well as presentation of all necessary official authorisations and receipt of all

agreed advance payments or other agreed security, such as irrevocable letters of credit by the Buyer in favour of the Seller in accordance with the respective country-specific conditions. Delivery periods extend for the duration by which the Buyer is in default with its aforementioned obligations. The Delivery time counts as achieved by the Seller if the delivery item has left the Seller's works by the time of its expiry.

§ 4a Force majeure

- (1) The Seller is not liable for the impossibility of delivery or for delivery delays insofar as these are caused by force majeure or other events not foreseeable at the time of entry into the contract and for which the Seller is not responsible. To the extent that such events make the delivery or service significantly more difficult or impossible for the Seller and the hindrance is not only of temporary duration, the Seller is entitled to withdraw from the contract.
- (2) In the event of hindrances of a temporary duration the delivery or service periods extend or the delivery or service dates are postponed by the period of the hindrance plus an appropriate start-up period. Insofar as, pursuant to the delay, acceptance of the delivery or service cannot be reasonably expected of the Buyer, the Buyer may withdraw from the contract by means of an immediate written declaration to the Seller.

§ 5 Shipment and transfer of title

- (1) Unless otherwise agreed in writing, the Seller determines type of shipment, dispatch as well as forwarder and carrier. Insofar as the transport to the Seller's in-plant **or** in-house erection location has also been agreed to in the order confirmation, the Buyer shall prepare all spatial and technical conditions for this in good time.
- (2) In the case of consumers title transfers to the buyer at the time of hand-over of the goods.
- (3) In the case of business with companies (unless otherwise agreed) the transfer of title occurs ex works ("EXW" as per INCOTERMS in the version applicable at the time of conclusion of the contract).
- (4) With the exception of the pallets, transport and all other packaging as per the Packaging Ordinance are not taken back by the Seller. The Buyer is obliged to take care of disposal of the packaging at its own expense.

§ 6 Prices and conditions of payment

- (1) The Seller's prices are net sales prices plus the statutory value added tax applicable at the time of the delivery within the Federal Republic of Germany. In the case of deliveries outside the borders of the Federal Republic of Germany value added tax-free calculation may take place within the European Union in accordance with the applicable value added tax provisions of the Federal Republic of Germany.
- (2) Depending on determination in accordance with INCOTERMS, the net sales price ex works increases for example in the case of CIP by the amount of freight and insurance costs to the Buyer's destination. Packing costs are calculated separately in each case.
- (3) To secure its receivables the Seller has the right at any time to demand a prepayment within 14 days, even if that receivable of the Seller is contingent. In this case, in place of the prepayment the Buyer may provide security in accordance with the provision of § 648a of the German Civil Code. In the case of delay with the prepayment or with the provision of security the Seller may forbid further disposal and processing of the delivered goods and demand their return at the Buyer's expense. The Seller is also entitled to a retention right with regard to its performance.
- (4) The Buyer has rights of set-off or retention only if its counterclaims have been established indisputably or by force of law or are in a close relationship or mutuality to the Seller's claim.
- (5) The Buyer has the following burden of proof:
 - a) In the case of deliveries within the European Union the Buyer is obliged to present to the Seller within two weeks of the delivery an appropriate end-use certificate for the delivered goods at the destination in the EU in German or English or in the national language of the destination location. If the Buyer does not comply with this obligation on time, the Seller is entitled not to treat the delivery as a delivery within the community and to add statutory German value added tax to the purchase price.
 - b) In the case of deliveries outside the European Union the Buyer, insofar as it is responsible for transport of the purchase goods, is obliged to present to the Seller the customs documents required by German value added tax law, evidencing without doubt dispatch to areas outside the EU. If the Buyer does not comply with this obligation within two weeks, the Seller is entitled not to treat the delivery as an export delivery free of value added tax and to add the statutory German value added tax to the purchase price.
- (6) All invoices are to be processed and sent electronically only.

§ 7 Retention of title

- (1) In the case of contracts with consumers the Seller retains title to the goods until complete fulfilment of its payment entitlements arising from the order; in the case of contracts with entrepreneurs until complete settlement of all receivables arising from the current business relationship.
- (2) The Buyer is obliged until full payment of the purchase price, to handle the delivery item with care and to insure it in particular against fire, theft and water damage.
- (3) In the case of connections of the delivered goods with movable items by the Buyer the Seller is entitled to joint ownership of the new item in the relationship of the invoice value of the goods subject to retention of title to the invoice value of the other objects. If the Seller's title expires as a result of connection with a plot of land or building, the Seller is entitled in addition to the contractual and statutory claims against the Buyer, to all resulting claims against the owner; cf. also 7.4 below.
- (4) The Buyer may only dispose of the delivered goods in the ordinary course of business and provided that the Buyer is not in default, with the proviso that claims arising from the resale or reprocessing transfer to the Seller in accordance with the following paragraphs. The Buyer is not entitled to dispose otherwise of the goods subject to retention of title.
- (5) The claims of the ordering party arising from the resale or reprocessing of the goods subject to retention of title or from use in the context of a work or work supply contract are already now surrendered to the Seller.
- (6) The Buyer is entitled to withdraw claims arising from the sale or use in accordance with the preceding paragraph up till cancellation at any time by the Seller. The Buyer is not authorised to surrender the claim. On request by the Seller the Buyer is obliged to notify its customers immediately of the surrender to the Seller and to give or make available to the Seller the information and documents necessary for withdrawal.
- (7) The Seller is entitled to demand the goods back, if the Buyer is in default in respect of a contractual duty incumbent upon it, in the case of cessation of payment or application for insolvency in respect of the Buyer's assets or if justified doubts exist with regard to the Buyer's ability to pay or creditworthiness. Repossession of the delivered goods by the Seller does not constitute withdrawal from the contract.
- (8) The Seller undertakes to issue such preserving security at the request of the Buyer as the realisable value of its security exceeds the claims to be protected by more than 10%. The selection of the security to be released is incumbent solely upon the Seller.
- (9) In the event of attachments or other intervention by third parties the Buyer shall notify such parties immediately of the property rights of the Seller and inform the Seller immediately in writing and hand over all relevant information and documents.

§ 8 Material defect rights

The following applies vis-à-vis entrepreneurs:

- a) With regard to the nature of the goods only the producer's product description counts as agreed. In addition to this, public utterances, promotions or advertising by the producer do not constitute a contractual indication of the nature of the goods. Unless otherwise agreed, any sound protection values also count as maintained if they are achieved on average.
- b) If certain indications are made by the Seller about the power requirement, they still count as fulfilled if the power requirement is exceeded by not more than 10% and the performance is undershot by not more than 10%.
- c) The speeds indicated by the Seller do not extend in respect of lift installations to start-up and approach paths. Minor deviations from the indicated net speeds are permissible up to +/- 10%.
- d) The Seller is not liable for the consequences of inaccurate indications about the electrical connection conditions or for any complaints arising from retroactive effects of the starting current on the mains.
- e) Apparent defects must be indicated to the Seller in writing within two weeks, otherwise the assertion of claims on account of material defects is excluded. Sending the notification on time is sufficient for adherence to the deadline.
- f) In the case of defects the Seller may elect at its choice to repair the fault or send replacement (supplementary performance). If the supplementary performance fails (several unsuccessful repair attempts), the Buyer may in principle at its discretion require a reduction or withdraw from the contract. In the case of merely minor defects withdrawal is excluded.
- h) Compensation has in any case only to be paid by the Seller in accordance with § 9 of these conditions, subject to other compelling regulations of material defects law.

i) The time limitation of the defects claims – except in the cases of § 438 section 1, no. 2 of the German Civil Code, in which the statutory period of limitation applies – amounts to one year from the time of the commencement of statutory limitation.

j) Any rights of the Buyer arising from corporate recourse (cf. § 478 and § 479 of the German Civil Code) remain unaffected.

k) The Buyer has no right of withdrawal. Goods which are not defective will not be taken back by the Seller.

§ 9 Liability

- (1) Above and beyond the arrangement in § 8 the Seller is liable – Including in the case of breach of duty by a legal representative or by a vicarious agent of the Seller – regardless of whatever legal reason – solely
 - a) for intent and gross negligence,
 - b) for culpable injury to life, body and health (including in the context of product liability law),
 - c) insofar as according to product liability law liability exists for damage to objects normally intended for private use,
 - d) for damage that falls under the area of protection of a guarantee or assurance issued by the Seller as well as for defects that have been fraudulently concealed,
 - e) in the case of the infringement of significant contractual duties the Seller is also liable in the case of slight negligence of the Seller, its legal representatives or vicarious agents, however limited to damage typically foreseeable for the contract. Significant contractual duties are such the fulfilment of which is necessary for the orderly fulfilment of the contract and in the fulfilment of which the Buyer trusts and also may trust. Further claims are excluded.

§ 10 Concluding provisions

- (1) The contract is subject exclusively to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- (2) The collection, processing and use of personal data occurs exclusively in accordance with the statutory provisions, in particular the regulations of the Federal Data Protection Law. In accordance with § 28 b of the Federal Data Protection Law the Seller points out that for the purposes of deciding on the formation, execution or termination of a contractual relationship the entitlement exists in the future to use, collect or arrange for the collection by third parties of probability values concerning the payment behaviour of the Buyer. The calculation of the probability values takes account among other things of address data. In the case of the use of address data the Buyer is informed in advance about the intended use of such data.
- (3) If the Buyer is a registered trader, public-law legal entity or public-law special fund, except in the case of differing legally binding arrangements, the Seller's business location is agreed as the exclusive place of jurisdiction. However, the Seller is entitled also to take proceedings against the Buyer in any other competent court.
- (4) Should a provision of the contract or of these GCS be or become wholly or partly ineffective or inexecutable, this shall not affect the validity of the remaining provisions of the contract and of these GCS. The same applies if and insofar as there should turn out to be a gap in the contract or in these GCS. In place of the ineffective or non-executable provision or in order to fill the gap an appropriate arrangement shall apply, which, insofar as legally possible, comes or corresponds closest to that which the contractual parties wished commercially or according to the meaning and purpose of the contract would have wished if they had thought of this point.