



General Terms and Conditions of Sale

1. Scope of Application

Our terms and conditions of sale shall be solely binding for the supply of our goods and services; we will not recognise opposing or deviating terms and conditions of the Purchaser, unless we have explicitly agreed to accept their applicability in writing. Our terms and conditions of sales shall also apply if we unreservedly perform the delivery of goods and services to the Purchaser in full awareness of such opposing or deviating terms and conditions. Inasmuch as the terms and conditions of purchase of the Purchaser have been agreed in writing, our terms and conditions of sale shall apply as a supplement.

2. Offer and Related Documentation

2.1 Unless otherwise cited in the written confirmation of order our offers shall be subject to confirmation and to foreign trade approval. We shall reserve the right to make any reasonably acceptable technical changes as well as changes in form, colour and /or weight. The documentation associated with the offer such as e.g. cost estimates, illustrations, drawings, specifications of measurement and weight are only approximate. We shall reserve all proprietary rights and copyrights. Furthermore, this documentation may not be made accessible to third parties. This shall apply in particular to written documentation designated as "confidential".

2.2 When placing an order the Customer submits a binding offer. We shall be authorised to accept this contractual offer within two weeks of receipt at our location. Orders shall only be considered as having been accepted when confirmed in writing.

3. Scope of Delivery

3.1 Only our written confirmation shall be binding for the scope of supply of our goods and services.

3.2 The delivery shall be made taking into consideration the recognised rules of technology and according to our company standards. It complies with the valid regulations for elevators, escalators, passenger conveyors and conveying systems at the time of tendering.

3.3 For the installation we shall provide the notification documentation for official approval of the mechanical part of the system as well as the operating instructions. Production drawings shall not be included in the scope of delivery.

3.4 The Purchaser shall promptly obtain building or any other licenses, apply for official approval of the system and bear all costs of such. It shall be the responsibility of the Purchaser to obtain knowledge of the operation of elevators, escalators, passenger conveyors and conveying systems as well as their respective components and of the appropriately relevant statutory provisions. Requirements of the authorising bodies shall only be taken into consideration if announced to us in good time and confirmed by us in writing.

3.5 Partial deliveries shall be admissible and may be invoiced separately.

4. Delivery Period

4.1 The delivery period shall begin on the date of order confirmation, however not before clarification and approval by Purchaser of all details/drawings necessary for execution, as well as submission of all required official licenses, receipt of all agreed advance payments and securities of payment. Delivery period shall extend by the time by which the Purchaser is in default of his obligations arising from this or other concluded contracts. We shall be considered as having adhered to the delivery period if the delivery object has left our factory prior to expiration of said delivery period.

4.2 The delivery period shall reasonably increase in the case of Act of God or other unforeseeable events, which occur outside our direct sphere of influence. Nor shall the afore - cited circumstances be our responsibility if they occur during a default in delivery on our part. In important cases we shall inform the Purchaser of the commencement and end of such impediments. Should the supply of goods or service be rendered permanently impossible or unreasonable due to Act of God or other unforeseeable events we shall be completely released from our obligation to perform.

5. Dispatch and Passage of Risk

5.1 Unless otherwise agreed in writing we shall specify the method of dispatch, shipment as well as forwarding agent and freight carrier. Inasmuch as we have consented in writing to shipment to the in-plant/in-house installation site in the confirmation of order the Purchaser shall ensure that all spatial and technical prerequisites are met.

5.2 The statutory regulation with regard to passage of risk shall apply in the case of consumers.

5.3 The following shall apply with regard to passage of risk in the case of transactions with companies:

At the time of delivery to the agreed place of destination (point of acceptance of goods by the Purchaser) the risk shall transfer to the Purchaser. This shall also apply if partial deliveries are made or we have assumed other obligations e.g. the installation (CIP).

The passage of risk for spare parts of partial deliveries shall be always ex works (EXW). We work exclusively on basis of INCOTERMS 2000.

5.4 No shipment or miscellaneous packaging in accordance with the packaging ordinance shall be taken back other than palettes. The Purchaser shall be obligated to dispose of all packaging at his own expense.

6. Assembly Obligations

6.1 The building work as well as the spatial and technical prerequisites should be so advanced on the part of the Purchaser that the assembly can be performed efficiently and unimpeded on weekdays during normal working hours. Should overtime be performed based on mutual agreement the contractual amount shall then increase commensurately to the tariff supplements. The Purchaser shall retain ownership of any material released during the remodelling work, we are however prepared to dispose of such material on behalf of the Purchaser at the latter's expense. Should the assembly need to be interrupted due to a delay in construction or should the completion of the work be delayed due to belated official approval through no fault of our own, the Purchaser shall bear the resulting additional costs and damages.

6.2 The "delimitation of services" cited in our offer or attached thereto includes services and tasks performed by the Purchaser before and during assembly and with the aim of guaranteeing a flawless Tuv (MOT) inspection. The Purchasers shall perform these services and tasks promptly and properly.

6.3 The dates and times of assembly described in Clause 4 shall apply accordingly.

7. Transfer and Acceptance, Completion

7.1 Times of completion, acceptance and commissioning of systems do not always coincide. Independent of an acceptance the systems shall also be considered as being complete if they cannot yet be used due to lack of power, semi-finished buildings or such like. Should the authorities, the energy supplier or the Purchaser raise objections, without impediment to the plant operation, postponements of the payment deadlines shall be precluded.

7.2 Inasmuch as we assemble the system the said system shall then be immediately transferred following assembly. The Purchaser shall be obligated to accept the system following notification within twelve working days of the implementation of the statutorily authorised acceptance on his part. The Purchaser may not refuse acceptance based on objections, which do not significantly affect the correct functioning of the system.

8. Prices and Terms and Conditions of Payment

8.1 Our prices are net sales prices plus the statutory VAT at the time of delivery and are, unless otherwise specified in the confirmation of order, for deliveries including packaging within Germany carriage paid to place of destination (CPT). Spare parts and partial deliveries at home and abroad are delivered including packaging "ex works" (EXW) at our valid list prices on the respective day of provision.

8.2 All payments including agreed advance payments shall be made within ten days of receipt of invoice or demand for payment with no deduction. The receipt of the invoice constitutes an event in accordance with § 286 sec. 2 no. 2 of the German Civil Code.

8.3 In the case of default in payment we shall reserve the right to interrupt the unpaid work and/or to refrain from performing any other deliveries as well as to only perform any still outstanding deliveries of services or goods in return for advance payment or provision of collateral security, after first having provided the Purchaser with the appropriate written notification. We shall also be authorised to prohibit a resale and further processing of the delivered goods and demand the return of said goods at the Purchaser's expense. We shall at all times be entitled to conventional securities in order to hedge our claims, even if our claims are conditional or restricted.

8.4 The Purchaser shall only be authorised to rights of offset or retention if his counter-claims are legally determined or uncontested.

9. Retention of Title

- 9.1 In the case of contracts with consumers we shall reserve the right of ownership of the goods until such time as all pecuniary claims to which we are entitled from the contract have been completely satisfied. In the case of contracts with companies we shall reserve the right of ownership until such time as all claims arising from the current business relationship have been completely settled.
- 9.2 The Purchaser shall be obligated to treat the delivery item with care, and in particular to insure it against fire, theft and water damage. Inasmuch as maintenance and inspection work is required, the Purchaser shall be obligated to regularly perform such work at his own expense.
- 9.3 Should the Purchaser combine the conditional commodity with movable objects we shall be entitled to joint ownership of the new item in the ratio of the invoice value of the conditional commodity to the invoice value of the other objects. Should our ownership expire due to combination with a piece of real estate or building, we shall be entitled to all emergent claims against the Owner in addition to the contractual and statutory claims against the Purchaser.
- 9.4 The Purchaser may only sell the conditional commodity in an ordinary business transaction and as long as he is not in default of payment, with the provision however that the claims arising from the resale are transmitted to us in accordance with the following paragraphs. The Purchaser may not dispose of the conditional commodity in any other way.

Any claims of the Purchaser arising from the resale of the conditional commodity or from use within the scope of a contract for work and materials shall be assigned to us at this juncture.

The Purchaser shall be authorised to collect receivables from the resale or use in accordance with the previous paragraph until such time as we revoke such authorisation. The Purchaser shall however at no time be authorised to assign the claim. At our request the Purchaser shall be obligated to immediately inform his Acceptors of the assignment to us and to give/provide us with the necessary disclosures and documentation to enable us to collect any such receivables.

- 9.5 We shall be authorised to take back the conditional commodity should the Purchaser be in default of his incumbent contractual duty, in the case of cessation of payment, application for a composition or application for insolvency proceedings with regard to the Purchaser's assets or if reasonable doubt exists as regards the Purchaser's financial solvency or credit standing. The repossession of the conditional commodity shall not constitute a withdrawal from the contract.
- 9.6 We shall undertake to release the outstanding securities at the Purchaser's request inasmuch as the realisable value of our securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released shall be at our sole discretion.
- 9.7 In the case of garnishments or other interventions by third parties the Purchaser shall immediately refer said parties to our rights of title and immediately inform them in writing and transfer all pertinent information and documentation.

10. Warranty

- 10.1 In general, even in the case of transactions subject to the regulations of the German Civil Code with regard to the purchase of consumer goods, the following applies:
- a) Excluded shall be claims for damage of the Purchaser unless these are claims arising from injury to life, body or health or claims for damages based on an intentional or grossly negligent breach of duty on our part (or that of our vicarious agents).
- b) The Purchaser shall receive no legal warranties from us. This shall not affect any manufacturing warranties.
- 10.2 In addition, the following shall apply to companies:
- a) We shall safeguard against deficiencies in the first instance by rectification of defect or compensation delivery at our discretion.
- b) Should the subsequent fulfilment fail the Purchaser may in principle request a reduction or withdraw from the contract at his discretion. A withdrawal is excluded should the deficiencies be only minimal.

c) It is imperative that we be notified in writing of obvious deficiencies within a period of three weeks of receipt of goods. Should this obligation be neglected the assertion of warranty claims shall be exempted. The prompt dispatch of the notification shall be considered as sufficient proof of the deadline having been observed. The Purchaser shall bear the full burden of proof for all claim conditions and, in particular, for the deficiency itself, for the time of determination of the deficiency and for the promptness of the notice of defect.

d) The warranty period shall be one year from the time the statutory limitation of time begins. This shall not apply in the cases of § 438 sec. 1 no. 2 of the German Civil Code and §§ 634 a sec. 1 no. 2 of the German Civil Code.

e) With respect to the quality of the goods/service only the product description of the manufacturer shall be considered as having been agreed. Public statements, pitching or advertising on the part of the manufacturer shall not constitute any additional contractual specifications with regard to quality.

Should we provide exact specifications with regard to the power requirements or output these shall still be considered as having been met if neither the power requirement nor the output is exceeded by more than 10%. The speeds specified by us shall not extend to the acceleration and deceleration phase.

Minimal deviations from the specified net speeds of up to +/- 10% shall be admissible.

We shall not be liable for the consequences of inexact specifications with regard to the electrical connection conditions or for any objections resulting from repercussions of the starting current in the network or from line variations.

f) Any rights of the Purchaser arising from corporate regress (cf. §§ 478, 479 of the German Civil Code) shall remain unaffected.

11. Liability for Breaches of Duty not involving Deficiencies

In the case of breaches of duty not involving deficiencies the following shall apply: Our liability for damages shall be excluded inasmuch as these are not caused by intentional or grossly negligent breaches of duty on our part or on the part of our legal representatives or vicarious agents. In the case of breaches of contractual cardinal obligations we shall however also be liable for slight negligence on our own part, the part of our legal representatives and our vicarious agents. The same shall apply in the case of damages resulting from injury to life, body or health. In this instance too we shall be liable for every culpable breach of duty perpetrated by ourselves, our legal representatives or our vicarious agents.

For companies the following shall apply restrictively: In the case of a slightly negligent breach of contractual cardinal obligations, which do not involve injury to life, body or health our liability shall be restricted to foreseeable contractually typical average damages according to the type of goods/service.

12. Rescission

In the case of an unauthorised cancellation of the contract by the Purchaser we shall be authorised to request a cancellation fee of 8% (plus statutory VAT) of the agreed net contractual amount provided we are unable to furnish proof of greater damage.

13. Final Provisions

- 13.1 Should any provision of this contract become invalid, this shall not affect the validity of the remaining provisions of the contract.
- 13.2 Any modification to the originally concluded contract shall require the written form as shall the revocation of the requirement of the written form.
- 13.3 This contract is subject to the material law of the Federal Republic of Germany. The provisions of the UN purchasing law shall not apply.
- 13.4 Should the Customer be a businessman, legal entity under public law or public special assets, the following shall apply: Our principal place of business shall be the place of jurisdiction unless a deviating exclusive place of jurisdiction has been agreed. We shall, however, be authorised to bring charges or initiate other legal proceedings at the general place of jurisdiction or place of business of the Purchaser.