

General Purchasing Terms and Conditions

For use in all contractual relationships between entrepreneurs, legal entities under public law and special funds under public law (hereinafter referred to as 'the Supplier') and any Wittur Group company or affiliate (hereinafter referred to as 'the Buyer')

1. General conditions

- 1.1. The legal relationships between the Supplier and the Buyer shall be governed exclusively by the following Terms and Conditions of Purchasing.
- 1.2. No conflicting or divergent conditions shall be accepted.
- 1.3. These General Purchasing Terms and Conditions cover all goods and services supplied in connection with purchase contracts and contracts for work and materials and apply exclusively to all legal relations between the Supplier and the Buyer. Insofar as no applicable specific or supplementary regulations are contained herein, the provisions of the general law shall apply. Individual agreements shall prevail over these General Terms and conditions.
- 1.4. The General Purchasing Terms and Conditions become an integral part of the contract once a purchase order is accepted. Any conditions of sale enclosed with the supplier's offer or the supplier's confirmation of an order do not apply even if the Buyer does not expressly object to them.
- 1.5. The acceptance of goods or services without reservation (hereinafter uniformly referred to as 'goods' or 'supplied items') or unconditional payment by the Buyer in no way signifies acceptance of the General Purchasing Terms and Conditions of the Supplier.

2. Purchasing Orders

- 2.1. Purchasing contracts, in the form of open/closed purchase orders, frame contracts, material delivery requests or others, must be in writing.
- 2.2. Verbal agreements made after the contract has been concluded, in particular subsequent amendments and supplements to our Terms and Conditions of Purchasing, as well as subsidiary agreements, must be confirmed in writing by the Buyer.
- 2.3. The Buyer may ask for reasonable design and construction modifications to be made to the supplied items. The repercussions, especially with respect to price differences and changes in delivery deadlines, must be negotiated in a reasonable, amicable manner.
- 2.4. Changes to the object of the contract by the Supplier require the prior written consent of the Buyer.
- 2.5. Purchase orders shall be deemed to have been accepted if the Supplier does not object to such within 24 hours of receipt in text form. Notwithstanding the above, each step taken by the Supplier to fulfil a purchase order shall constitute an acceptance of the respective purchase order or call for delivery. Supplier's right of objection to individual purchase orders of material call offs is suspended in case purchase order makes part of an extended contractual frame as open purchase order, supply agreement, frame contract or orders.

3. Prices, Payment

- 3.1. The agreed prices are fixed prices. Unilateral price changes are not permitted.
- 3.2. Unless otherwise agreed, payments shall be due within 90 days of receipt of the performance or, if Buyer is sent an invoice or equivalent payment statement after receipt of the performance, after the receipt of such document. Payment by Buyer shall not constitute any recognition of the goods or services being contractually compliant.
- 3.3. If goods delivered early are accepted, the due date for payment shall be based on the agreed payment deadline; in cases of doubt, it shall be no earlier than the agreed delivery date.

4. Delivery

- 4.1. The delivery deadlines and periods quoted in the order are binding. The factor used to determine whether the delivery deadline or period has been met is receipt of the goods at the place of use or fulfillment specified or agreed by the Buyer.

The place of fulfillment is the plant of the Buyer specified in the order, unless another location is specifically named. If, in exceptional circumstances, the goods are not 'delivered duty paid' (DDP pursuant to Incoterms 2010), the Supplier must prepare the goods for dispatch promptly, allowing the customary length of time for loading and dispatch, and ship these deliveries at the lowest available cost, unless the Buyer has specified a different form of transportation in writing. In other respects, the Supplier shall negotiate with the Buyer's haulage contractor.

- 4.2. The Buyer is entitled to alter agreed delivery dates if this is required for the smooth running of the Buyer's company, provided this does not constitute an unreasonable imposition on the Supplier.
- 4.3. Partial deliveries and early deliveries are not permitted, unless the Buyer has expressly granted its approval. If the Supplier delivers goods early without the express consent of the Buyer, the Buyer shall be entitled to refuse to accept them and to return them or store them with a third party at the Supplier's expense and risk.
- 4.4. Accepting late delivery of goods or services without reservation does not imply that the Buyer is waiving the compensation claims to which it is consequently entitled; this shall apply until full payment has been made of the monies owed by the Buyer for the goods or services concerned.
- 4.5. If agreed deadlines fail to be met, statutory provisions shall apply. If the Supplier anticipates problems which might prevent him from meeting the deadline or supplying the agreed quality of goods, it must inform the Buyer immediately, stating the reasons and detailing the consequences and suitable preventative measures. If a faster mode of transportation is required to meet the delivery deadline, the Supplier shall bear the additional cost.
- 4.6. The Buyer is also entitled to impose an administrative fee of 200 euro or equivalent amount in local currency per order line as a result of failure to meet the deadline. In addition Supplier will bear all consequent costs that such failure has created on Buyer. Such costs shall be documented by Buyer.
- 4.7. If the Supplier is responsible for installation or assembly, it shall meet all the necessary ancillary costs unless otherwise agreed.
- 4.8. The Supplier shall bear the risk until acceptance by the Buyer or its representative at the place to which the goods are to be delivered as per the contract.
- 4.9. The Supplier guarantees that outgoing goods will be examined thoroughly to ensure zero-defect delivery. They are accepted with the proviso that they will be examined for defects, in particular to ensure that they are accurate, complete and fit for purpose. The Buyer is entitled to inspect the supplied items to the extent and as soon as this is possible in the ordinary course of business. It shall notify the Supplier immediately of any defects it discovers. To this extent, the Supplier waives the objection of late notification of defects.
- 4.10. Unless other evidence is provided, the numbers of items, weights and dimensions ascertained by the Buyer during the incoming goods inspection shall be authoritative.
- 4.11. Unless otherwise stated, the place of delivery for any supplies shall be the place of receipt or use (Buyer address stated in the purchase order).
- 4.12. The transfer of the risk for goods from the Supplier to Buyer shall take place in accordance with the agreed Incoterm. If no such agreement has been made, delivery shall be DDP (Incoterms 2010 International Chamber of Commerce at Paris) to the place of receipt or use set out in the Purchase Order.

5. Quality

- 5.1. The supplier supplies products compliant to the latest norms and directives of elevator industry.
- 5.2. The Supplier warrants that the quality of the goods to be supplied to Buyer shall conform on an on-going basis with the latest state of science and technology at the time. Any changes to the product or production processes must be reported.
- 5.3. The Supplier shall establish and maintain a suitable, documented quality assurance system corresponding to the latest state of the art. In this regard a "zero-defect strategy" shall be binding. The Supplier shall keep records, in particular in relation to its quality inspections, and shall make such available to Buyer upon request. The Supplier hereby agrees to quality audits by Buyer or, a party appointed by Buyer, for the evaluation of the effectiveness of the Supplier's quality assurance system and, if necessary, such shall involve a customer of Buyer.
- 5.4. The Supplier shall be responsible for all rules and agreements with Buyer being passed on to and implemented by its subcontractors.
- 5.5. In its quality documentation for all products, the Supplier must record when, how and by whom defect-free production was ensured. These records must be kept for 15 years and submitted to the Buyer for scrutiny upon request. The Supplier must impose the same obligation on its own suppliers to the extent permitted under the law.
- 5.6. The Supplier is aware that Buy's products are used worldwide. Consequently, the documentation and technical data sheets it produces are to be written in at least English

6. Warranty, Liability

- 6.1. Unless otherwise specified, the legal provisions governing material defects and defects of title shall apply. The warranty shall extend to the delivery of goods and services of the Supplier's sub-suppliers.
- 6.2. The Buyer shall be entitled to claim for any defect if such defect is not known to Buyer at the time of the concluding of the contract for reasons of gross negligence.
- 6.3. Buyer shall have the right to determine the type of any subsequent performance. The Supplier may refuse to perform the type of subsequent performance selected by the Buyer only if such is inequitable.
- 6.4. The Supplier shall bear all costs resulting from any subsequent performance including any costs of the disassembly or re-installation of defective parts, transport costs, as well as disposal costs and any other costs connected with the subsequent performance.
- 6.5. The Buyer may withhold payment or declare set-off in the case of counterclaims.
- 6.6. If the Supplier does not fulfill its obligations for subsequent performance within the time period set by Buyer, the Buyer may rectify any defect itself or have such undertaken by a third party and require the Supplier to compensate for the necessary costs and expenses. If any subsequent performance by the Supplier is unsuccessful, if the Supplier is in delay with any subsequent performance or in any other urgent cases, no setting of a further deadline shall be necessary and the Buyer may undertake the necessary measures itself or through a third party at the cost and expense of the Supplier. Buyer shall notify the Supplier before the undertaking of any such measures. If this is not possible, the measures may be undertaken without previous notification in urgent cases where it is necessary to prevent damage; in such cases the Buyer shall give notification without undue delay thereafter. The warranty obligations of the Supplier shall not be affected thereby; this shall not apply to any defects attributable to measures carried out by the Buyer or a third party.
- 6.7. The warranty period shall expire 24 months after final commissioning by the end customer, but no later than 36 months after delivery to the Buyer.
- 6.8. If parts of the delivery are repaired within the period of limitation, this period shall be interrupted until such time as the Supplier has completely fulfilled the claims for subsequent performance.

- 6.9. The Supplier undertakes to contract public liability insurance and product liability insurance, which includes cover for product-related damage and recall expenses. Cover of up to €2 million per occurrence must be provided for each of the areas of personal injury and property damage, and product-related damage and recall expenses.
- 6.10. If the Supplier becomes aware of accidents or other events of significance to the product safety of the supplied goods, it must inform the Buyer accordingly at once, and forward any related documents in its possession to the latter.
- 6.11. In the case of defects of title, the Supplier shall also indemnify the Buyer and its customers against third-party claims. A period of limitation of ten years applies in the case of defects of title.

7. Inventions, Industrial property rights

- 7.1. The Supplier hereby grants the Buyer free, transferrable rights of use for an unlimited period to patentable inventions arising from the legal relationship between the Supplier and the Buyer, in particular where development services are provided. The Supplier shall ensure that it can meet its obligation of utilization and transferal as far as organizational matters are concerned.
- 7.2. The Supplier is aware that the Buyer's products are used worldwide. It gives its assurance that it informs the Buyer before the contract is awarded of the use of published and unpublished industrial rights and industrial rights applications owned or licensed by its company, in respect of the supplied items.
- 7.3. If claims are made against the Buyer because of a breach of an industrial right abovementioned, the Supplier shall intervene in the dispute and bear all the costs.
- 7.4. Should there be a breach of third-party rights, the Buyer shall be entitled to compensation from the Supplier for the loss or damage arising therefrom, regardless of its level of culpability in the matter. The Buyer shall be entitled to obtain a permit from the rights holder at the Supplier's expense to use the goods or services concerned.

8. Title

- 8.1. The Supplier may only enforce retention of title rights if these are the subject of a separate explicit agreement. No extended or expanded retention of title shall be deemed to have been agreed.
- 8.2. The Buyer retains all proprietary rights and copyright relating to its illustrations, drawings, models, templates, calculations and other documents and information. The Supplier may only use the above documents and information for the purpose of manufacturing the object of the contract in accordance with the Buyer's order. They shall be kept by the Supplier on behalf of the Buyer and must be returned automatically to the Buyer once the contract has been fulfilled.
- 8.3. The Supplier is responsible for the care, maintenance and partial renewal of the abovementioned items and shall bear all associated cost and expenses.
- 8.4. The Buyer shall retain title in all items it provides to the Supplier. Any processing or reconfiguring by the Supplier shall proceed on behalf of the Buyer. If the property of the Buyer is processed with the goods of others, the Buyer shall acquire co-ownership of the new product in the proportion of the value of the Buyer's own property (purchase price plus VAT) to that of the other items processed at the time of processing.
- 8.5. If an item provided by the Buyer is mixed with the items of others, the Buyer shall acquire co-ownership of the new product in the proportion of the value of the Buyer's own property (purchase price plus VAT) to that of the items with which it is mixed at the time of mixing. If mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it is agreed that the Supplier shall transfer a proportional share in ownership to the Buyer. The Supplier shall keep the sole title or co-title on behalf of the Buyer.
- 8.6. The Buyer shall retain all rights, in particular title, to all tools, molds and other manufacturing equipment which it makes available to the Supplier for the purpose of fulfilling the contract. They may only be used for the purpose of manufacturing in accordance with the Buyer's order. They

- shall be kept by the Supplier on behalf of the Buyer and must be returned to the Buyer once the contract has been fulfilled.
- 8.7. Tools, molds and other manufacturing equipment made by the Supplier itself to complete an order and which are invoiced separately to the Buyer in full shall become the property of the Buyer at the time of their manufacture. If only part of the cost is invoiced, the Buyer shall acquire only pro rata ownership; the Buyer is entitled at any time to demand complete transfer of ownership concurrently with payment of the outstanding cost. The tools, molds and other manufacturing equipment shall initially be kept on behalf of the Buyer and may only be used to complete the Buyer's order. Tools, molds and other manufacturing equipment owned by the Buyer must be supplied to the Buyer immediately at the latter's request after completion of the contract or if the contract is terminated prematurely. If the Buyer only has co-ownership of the tools, molds or other manufacturing equipment, this shall apply only if it acquires sole ownership concurrently with payment of the outstanding cost.
- 8.8. The Supplier must undertake to provide adequate insurance against fire and water damage and theft at its own expense for the tools, molds and other manufacturing equipment. The Supplier hereby assigns all claims arising from this insurance to the Buyer, and the Buyer hereby accepts the assignment. The Supplier must conduct servicing, inspection, maintenance and repair work when it is due and at its own expense. The Supplier must give notification of any damage or breakdowns at once. The Supplier must hand over goods whose return is requested in a due and proper condition. These provisions shall supplement those concluded in any tool rental agreement.
- 9. Spare Parts**
- 9.1. After normal production the supplier should keep the production capability in the equivalent condition in order to supply spare parts to the aftermarket, the price will be agreed otherwise between the Buyer and the Supplier.
- 9.2. The Supplier shall keep in store spare parts for the goods supplied to the Buyer for a period of at least 15 years after supply. Subject to the prior written agreement of the Buyer the Supplier may cease production of spare parts for the goods supplied to the Buyer.
- 10. Confidentiality**
- 10.1. No information made available by the Buyer (including characteristics which can be obtained from items, documents or software to which the Supplier has been given access, as well as other knowledge or experience) may be divulged to third parties for as long as and inasmuch as it cannot be shown to be generally known. It shall remain the exclusive property of the Buyer, and may only be divulged to individuals at the Supplier's company on a need-to-know basis for the purpose of effecting the delivery to the Buyer, such persons are in turn obliged to observe confidentiality. Information of this kind may not be copied or used commercially apart from in connection with deliveries to the Buyer itself, except with the latter's prior written consent. At the Buyer's request, all information originating with its company, including copies, recordings and loaned items, must be returned or disposed of immediately and completely, and a suitable written declaration made to this effect at the time.
- 10.2. The Buyer retains all rights to such information (including copyright and the entitlement to apply for industrial property rights). If the Buyer has received such information from third parties, this proviso shall also apply vis-à-vis these third parties.
- 10.3. Items made on the basis of documents drafted by the Buyer, such as drawings, models, etc., or on the basis of its confidential information or with its tools or copies thereof, may neither be used by the Supplier itself, nor offered or supplied to third parties. This shall also apply mutatis mutandis to print jobs.
- 10.4. The obligation to observe confidentiality shall survive the termination of the contract. It shall expire only when confidential information becomes generally known without the Supplier having been in breach of the confidentiality commitment.
- 10.5. The Supplier shall impose a corresponding obligation on sub-suppliers.
- 11. Force majeure**
- 11.1. In the case of force majeure, industrial disputes, operational disruptions arising through no fault of its own, unrest, official measures or other unavoidable incidents, the Buyer shall be entitled – notwithstanding its other rights – to withdraw from the contract in whole or in part, if as a consequence there is a serious reduction in its requirements and the situation persists for an extended period.
- 12. Safety and environmental protection**
- 12.1. Packaging must be designed in such a way that it is easy to separate and can be recycled, mixed containers are avoided, and materials from natural renewable raw materials are used. The corresponding product and material information is to be supplied.
- 12.2. The Buyer shall only accept hazardous materials if upon delivery the Supplier produces a safety data sheet which complies with the relevant legislation (e.g. the Regulation on the Carriage of Dangerous Goods by Road and Rail and the Recycling and Waste Management Act).
- 12.3. Persons working on the Buyer's premises for the purpose of fulfilling the contract must observe the applicable factory regulations. Such persons must also attend a safety briefing by the Buyer's representative and sign the records in confirmation of this. If several individuals are present on the Supplier's side, the Buyer must be given the name of a contact person who is responsible for ensuring that the safety regulations are observed. No liability shall be accepted for accidents which occur to such persons on works premises unless they were caused as a result of an intentional or grossly negligent breach of duty on the part of the legal representative or vicarious agent of the Buyer.
- 12.4. If there are grounds for assuming that the delivery of goods or services does not comply with applicable safety requirements or even that the intended use of the delivery or service might be extremely hazardous, the Buyer may demand an itemized report on compliance with the provisions relating to equipment safety law. If the Supplier cannot produce this report at all or by a reasonable deadline, the Buyer shall be entitled to withdraw from the contract.
- 13. Final provisions**
- 13.1. Germany shall be the exclusive legal venue for all disputes arising directly or indirectly from contractual relationships which exist on the basis of these Terms and Conditions of Purchasing. The Buyer is further entitled to bring a lawsuit against the Supplier at the court in whose jurisdiction its headquarters, its branch or its place of fulfillment are situated, at its own discretion.
- 13.2. Contractual relationships shall be governed exclusively by German law, with the exclusion of the conflict of law's provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). If one of the parties to the contract ceases payment, or if insolvency proceedings are initiated against its assets or an application is made for judicial or extra-judicial composition proceedings, the other party shall be entitled to withdraw from the part of the contract which remains to be fulfilled.
- 13.3. If one of the provisions of these Terms and Conditions of Purchasing or of the other agreements which are concluded is or becomes ineffective, this shall not affect the validity of the remaining Terms and Conditions of Purchasing. The parties to the contract must undertake to substitute the ineffective provision with one whose commercial intent approximates as closely as possible to it.