

Article 1 Scope of application and contract terms

- 1.1 These general terms and conditions apply to contracts (also referred to as order confirmations or agreements) between the client and the SR-Schindler Maschinen-Anlagentechnik GmbH, also SR SCHINDLER, also referred to as the contracting parties. Contracts in the negotiating phase as well as quotations, which SR SCHINDLER submits to the client, are also included in the general terms and conditions.
- 1.2 SR SCHINDLER explicitly excludes purchasing and tender terms or other general terms and conditions of the client. Deviations of these general terms and conditions by the client are only binding if SR SCHINDLER has explicitly consented to this in writing.

Article 2 Offers and offer documents

- 2.1 The offers by SR SCHINDLER are, if not described otherwise in the offer, non-binding and unshareable.
- 2.2 SR SCHINDLER reserves the ownership or copyright of all of their submitted quotations and estimates of cost as well as drawings, pictures, calculations, brochures, catalogues, models, tools and other documents and resources made available to the client. The client may not share these objects without the express consent of SR SCHINDLER with third parties, publicize them, use them themselves or through third parties or reproduce them. If SR SCHINDLER so desires, the client must also completely return these objects or copies that may have been made, or destroy these, if they are not needed any more during standard negotiations or if negotiations will not lead to the completion of a contract.
- 2.3 Details by SR SCHINDLER in pictures, catalogues, brochures, drawings as well as measurements and weight data, capacity data, yield data and other details that SR Schindler makes available are only then binding for SR SCHINDLER if they are clearly noted in the contract as guaranteed quality features.
- 2.4 The SR SCHINDLER facilities adhere to German law, while adhering to German standards, the rules of the Association for Electrical, Electronic & Information Technologies as well as German accident prevention regulations, valid from the point in time of the completion of the contract. Divergent or additional measures due to foreign standards or laws such as, for example, security and safety regulations, are to be noted by the client and SR SCHINDLER is to be compensated for these separately. Should the client not inform SR SCHINDLER of the standards and laws applicable, such as security and safety regulations, at the point of destination, thus leading to violations of applicable standards and laws at the point of destination and SR SCHINDLER is then subjected to these violations and held accountable, the client frees SR SCHINDLER of these claims; this exemption does also include prosecution costs.

Article 3 Contract

- 3.1 If the contract is concluded in written, SR SCHINDLER is only then bound after and when SR SCHINDLER has confirmed the contract in written form. The contents of the contract are exclusively determined by this order confirmation.
- 3.2 The written order confirmation is solely responsible for the legal relations between SR SCHINDLER and the client according to number 3.1 including these general terms and conditions. The order confirmation completely reiterates all accords between the contract parties regarding the contents of the contract.
Oral agreements, submitted quotations and agreements made before completion of this contract are legally non-binding. Oral agreements of the contract parties are replaced by the written contract if it is not made clear on both sides that these are further binding.
- 3.3 Excess work or reduction of work are referred to as changes regarding the size and/or the property of that which was agreed upon completion of the contract.

Article 4 Drawings and descriptions

- 4.1 The drawings and descriptions made available to the client remain the property of SR SCHINDLER. They are to be used exclusively for management and not to be shared with third parties without the express consent of SR SCHINDLER. If not explicitly agreed upon otherwise, SR SCHINDLER is not obligated to make detail drawings available.
- 4.2 Drawings, which the client must have sanctioned during the completion of the contract, are to be confirmed/denied by SR SCHINDLER within ten (10) calendar days after sending. Without objection or that is to say a written permit, the project or rather foundation plans are in effect after ten (10) calendar days.
- 4.3 The drawings and descriptions made available by the client SR SCHINDLER remain the property of the client. They are only to be used for completing the contract. SR SCHINDLER is not responsible for information that is made available by the client, for instance – but not limited to – details regarding the construction site and infrastructure. The client is liable for any damages that may occur to SR SCHINDLER due to erroneous or rather faulty information supplied by the client.
- 4.4 The know-how that is collected during completion of the contract will also be the exclusive property of SR SCHINDLER such as patent rights if not stated otherwise in the contract.

Article 5 Prices

- 5.1 The agreed upon price or tariff in euro that was stated in the contract or confirmation by SR SCHINDLER.
- 5.2 The prices exclude the value added tax and apply to delivery ex works (EXW – according to Incoterms 2010) according to the point in time of the incoterm conditions agreed upon in the contract, if not otherwise stated in the contract and/or order confirmation. Customs duty of any kind as well as taxes are not included in the price and are to be covered by the client.
- 5.3 If any other services not stated in the contract are to be executed by SR SCHINDLER, these are to be compensated for by the client according to the valid SR SCHINDLER cost rate.
- 5.4 For contracts that contain a price in a currency other than euro, the price agreed upon must be the same as the value in euro according to the conversion rate at the time of the realization of the contract.
- 5.5 For excess work, if not agreed upon otherwise, the standard rates of SR SCHINDLER at the time of execution of the excess work or the prices charged by SR SCHINDLER respectively apply.
- 5.6 If not explicitly agreed upon otherwise, the rates of SR SCHINDLER are adjusted annually.
- 5.7 If services are fulfilled at a location monitored by the client, the client must sign the hourly sheets regularly filled out by SR SCHINDLER employees. These hourly sheets are the basis for the invoice, if not otherwise agreed upon. The hourly sheets presented by SR SCHINDLER employees are considered accepted and signed if the client does not sign the hourly sheets presented within ten (10) calendar days or if he does not sign it without a written explanation as to why not.
- 5.8 In the case of delays of the work due to circumstances caused by the client, costs arising due to this, such as waiting time, additional travel and layover costs, will be billed to the client. Furthermore, SR SCHINDLER is entitled to inflationary compensation if material prices and wages change in the meantime.

Article 6 Payment

- 6.1 Payment of the contracting price must be made according to the delivery and payment conditions or rather the payment plan noted in the order confirmation. If no agreement can be reached, it is owed as followed:
 - a) Thirty percent (30%) of the order value as a prepayment within ten (10) calendar days after

- sending of the order confirmation by SR SCHINDLER.
- b) Thirty percent (30%) of the order value at half the delivery term, but no later than three (3) months after sending of the order confirmation by SR SCHINDLER.
- c) Thirty-five percent (35%) of the contract value on delivery, or rather on announcement of readiness of sending by SR SCHINDLER, according to the respective shipping terms agreed upon.
- d) Five percent (5%) of the contract value on transfer of risk, however no later than three (3) months after announcement of shipping readiness by SR SCHINDLER.
- 6.2 Should no flat rate be included in the contract price for assembly and commissioning services by SR SCHINDLER, a separate billing will take place based on cost rates of SR SCHINDLER. The settlement will take place while taking the in the assembly report reported work hours and the cost rates as a basis. Traveling expenses are billed including a five percent (5%) handling fee. The settlement takes place on a monthly basis.
- 6.3 All payments are to be made without any deductions and without any offsetting onto an account supplied by SR SCHINDLER if no other time frame has been agreed upon.
- 6.4 Any costs arising with the service of payment securities are to be covered by the client.
- 6.5 If payments – be it via documentary letter of credit – are to be made on presentation of transport documents, these are also to be made on presenting a proof of warehousing should the transport cannot be carried out due to force majeure or circumstances that SR SCHINDLER has no power over. Costs arising due to warehousing are to be covered by the client in this case according to article 7.5.
- 6.6 Should the client not pay when payment is due, he is immediately in default without any further notice. If the client is in default, he owes default interest of eight percent (8%) over the respective base interest rate as well as costs arising from court and out of court, however at least fifteen percent (15%) of the amount with which the client is in default.
- 6.7 If the client cannot uphold dates of payment or should it be obvious after contract closing that for any other reason, our payment terms are jeopardized by lacking performance capabilities by the client, we reserve the right to deny the service until a return service is completed or until a certain security exists. Any damages occurred due to this delay are to be covered by the client.
- 7.6 The delivery time is based on the point in time of conclusion of the contract applicable working conditions and on the completion of the materials ordered by SR SCHINDLER. If the delays arise due to changes, which were not caused by SR SCHINDLER, of the specified working conditions or because the materials ordered have not yet been delivered on time, the delivery time will be increased as long as needed.
- 7.7 Should the delivery time not be upheld due to circumstances out of the reach of SR SCHINDLER („force majeure“), the delivery time will be increased accordingly. Events or circumstances that are out of the reach of SR SCHINDLER are, for example, but are not limited to, industrial conflicts, not mattering if rightful or unlawful, fire, explosion, war, not mattering if declared or not, general mobilization, rebellion, revolution, confiscation, acts of sabotage, terror attacks, embargoes, requisition, limitation of energy consumption, bankruptcy, circumstances dependent on weather which halt any work (e.g. strong snow, freezing or storms) faulty or delayed delivery or services by sub companies due to such events or circumstances. Appropriate is at least the deadline by which the delivery time of the facility has been delayed by the event. Should a delivery not be able to be completed due to the previously described events or circumstances, SR SCHINDLER is exempt from having to deliver. In these cases, the client does not have any claim to damage compensations and/or rights to withdraw. SR SCHINDLER is obligated to inform the client in a timely manner of the beginning and end of such events in important cases.
- 7.8 Should SR SCHINDLER be in default due to circumstances caused by SR SCHINDLER, and if damages occur to the client due to this, SR SCHINDLER is then obligated to cover a default payment as a comprehensive and sole compensation. This amounts 0.5% after a delivery delay of four (4) weeks for each full week, but in total not more than five percent (5%) of the value of the applicable part of the entire delivery which cannot be used in time or as agreed upon in the contract. Further claims by the client due to delay and claims due to delay of a partial delivery are excluded.
- 7.9 Should fixed timeframes and/or a time frame for the completion of assembly and commissioning be agreed upon by SR SCHINDLER, these will be effected according to articles 7.2 and 7.8 with respect to article 9.

Article 7 Delivery time

- 7.1 The delivery time begins after receipt of the first prepayment and, if agreed upon, after guaranteeing payment securities for the rest the amounts to be paid.
- 7.2 Prerequisite for the compliance with the delivery time contractually agreed upon is:
- a) that all commercial and technical questions between the contracting parties have been resolved;
- b) that the client has fulfilled all of the necessary obligations;
- c) that all necessary details and required documents have been made available to SR SCHINDLER by the client.
- 7.3 If a certain delivery date has been agreed upon and the client does not fulfill the conditions stated in article 7.2, the delivery date will be postponed accordingly.
- 7.4 If the first prepayment has not been made within three (3) months after the date of bill of the order confirmation by SR SCHINDLER or the contract has not been signed, SR SCHINDLER has right to withdraw from the contract and claim damages according to provisions of the law.
- 7.5 Should a delivery not be possible due to requirements not met by the client (e.g. payments or collection), the components must be put into interim storage. All costs arising from this will be billed to the client, however at least 0.5 percent of the invoice amount of delivery or

Article 8 Shipping and transfer of risk

- 8.1. SR SCHINDLER makes the components available ex works and unpacked for the client to pick these up. A differing clause with respect to INCOTERMS 2010 will be agreed upon separately and the costs arising from this are to be covered by the client. A transport type as well as an appropriate packaging for the recipient country, and also the loading is to be covered by the client.
- 8.2. Upon sending SR SCHINDLER ensures, if desired by and billed to the client, the goods on breach according to the usual conditions of SR SCHINDLER.
- 8.3. Risk is transferred to the client when the goods have left the works, and even then, when partial deliveries are made, unless a different written agreement has been made between the client and SR SCHINDLER.
- 8.4. As far as an acceptance at the time of sending is to occur, this must take place immediately on the date of acceptance, alternatively after SR SCHINDLER has informed the party of the acceptance to occur. The client may not decline the acceptance of goods if there are no substantial defects.
- 8.5. If sending is delayed or does not occur due to circumstances out of SR SCHINDLER's reach, the risk is transferred to the client on the day of readiness of shipping. SR SCHINDLER is obliged

to take out the insurances demanded by the client at his cost.

- 8.6. SR SCHINDLER is only obligated to sending of the goods when the costs of warehousing have been covered by the client with regards to article 7.5.
- 8.7. Partial deliveries are valid. In this case the client is obligated to payment of the respective partial amounts as soon as SR SCHINDLER has shipped the goods, or rather when SR SCHINDLER has notified the client of readiness of shipping respectively.

Article 9 Conditions of assembly and commissioning

- 9.1 If not agreed upon otherwise in the order confirmation, assembly and commissioning are limited to an arranging master assembly and commissioning by SR SCHINDLER which are connected to the following conditions:
 - 9.2 Assembly
 - 9.2.1 For assembly, all building materials delivered and important to the commissioning that are included in the scope of delivery and are assembled and examined for their operational conditions by SR SCHINDLER.
 - 9.2.2 All details on duration of assembly are estimated values. Should the duration of assembly be agreed upon as binding, it is then considered upheld if the entire assembly of the building materials included in the scope of delivery has been executed by SR SCHINDLER before expiration. Assembly must be made without interruptions regarding the client or his performing agents. The client is to assist SR SCHINDLER's employees for a smooth process at his own cost. In the case of waiting time caused by the client, all occurring costs, including traveling expenses of SR SCHINDLER employees, are to be covered by the client. This also applies if a flat price has been agreed upon regarding assembly and/or commissioning. The conditions also apply to articles 9.2 – 9.5.
 - 9.2.3 Fulfilling the following obligations for the client is a requirement for an orderly and consistent assembly and commissioning:
 - 9.2.3.1 Before beginning of assembly as well as before beginning of commissioning, check lists that are to be filled out and sent back may be provided by SR SCHINDLER.
 - 9.2.3.2 The client is obligated to construction site coordination for crafts that are not included in the SR SCHINDLER scope of delivery as well as designating someone responsible for the construction site.
 - 9.2.3.3 Upon arrival of the deliveries to the client, but at beginning of assembly the latest, the client must supply the following permanently (including the time of assembly, commissioning, instruction and assembly as well as the time of permanent acceptance) at their own cost and risk:
 - a) compiling static calculations necessary to or also required by the facility location, especially for the building, foundations, stairs, ladders, platforms and scaffolds; that are not immediately required by SR SCHINDLER.
 - b) Preparation of all necessary building measures according to the recommendations of final drawings made available by SR SCHINDLER;
 - c) Supplying exact, durable and broom-clean foundations according to SR SCHINDLER's final foundation plan;
 - d) Disassembly of facility components that may exist;
 - e) Supplying a drivable access road (admissible traffic load according to SLW 60) for unloading and transporting material to the site of assembly;
 - f) Supplying a suitable fenced-in area for temporarily storing as well as protecting the material from climatic influences;
 - g) Unloading from the truck and installation of the facility components at the position determined according to plan;
 - h) Supplying cranes and other lifting gear (including an operator) as well as hydraulic lifts or operating

platforms respectively. The necessary need and time frame will be determined by SR SCHINDLER before assembly begins.

- i) Supplying operating platforms, scaffolds, ladders according to a list of requirements made available by SR SCHINDLER;
- j) Transport of SR SCHINDLER employees from/to the airport as well as on site between lodging and construction site (rental car may be needed). Travel time is considered working hours.
- k) Supplying a warehouse for assembly that is wind and rainproof for assembly of SR SCHINDLER's scope of delivery. A minimum temperature of positive five degrees Celsius (+5°C) in the warehouse is to be guaranteed.
- l) Supplying lodging (middle class hotel or apartment) to SR SCHINDLER employees according to following specifications: minimum standard three-star (3*) middle European standard, single room with shower/toilet or bathroom/toilet including daily cleaning and towel change, change of linens weekly and continental breakfast.
- m) Supplying a dry and lockable room for storing SR SCHINDLER employees' tools or supplying an area for constructing a twenty (20) feet tool container with a power connection.
- n) Supplying burglarproof common and work rooms with a heater and lighting as well as sanitary equipment for SR SCHINDLER employees.
- o) Supplying sufficient qualified aid personnel for transport and assembly in required number and qualification. The exact number will be specified by SR SCHINDLER. The aid personnel is to follow SR SCHINDLER employees' instructions. SR SCHINDLER does not carry any liability/responsibility for aid personnel. For installation of further, not specified components, such as noise cancellation, additional personnel is required. If not sufficiently qualified, SR SCHINDLER reserves the right to make personnel available at a cost in order to guarantee a smooth procedure of the assembly and commissioning.
- p) Making all required security measures for personal protection available according to local regulations, as far as these are not included in SR SCHINDLER's scope of delivery. Due to reasons of liability, commissioning may only commence when all security requirements have been met completely.
- q) Training SR SCHINDLER employees regarding local security regulations as well as notification regarding possible disregard of these security regulations.
- r) Supplying electricity and water according to circuit diagrams or that is to say according to the notes in the foundation drawings. If not agreed upon otherwise, scope of delivery for SR SCHINDLER equipment and services begins at the main switches installed in the control cabinets. Current transformers, power distributors and access lines in respective measurements and with appropriate fusing are to be made available by the client. All power lines to each building part are to be installed in cable ducts. Should any other cabling (meaning cable racks) be necessary, this will be billed separately.
- s) Supplying all components/services that are not included in SR SCHINDLER's scope of delivery (products/services of third parties). Technical data, services, interfaces for control and other services for products of third parties must be exactly clarified by the client before assembly works commence. The time plan for the delivery and assembly of products of third parties as well as their services is to be coordinated with SR SCHINDLER fifteen (15) workdays before assembly works begin.
- t) Supplying welders including oxygen as other resources and tools according to a list separately made available by SR SCHINDLER.
- u) Supplying a German or English-speaking interpreter with technical knowledge, should no German or English-speaking personnel be present.
- v) Grounding and illumination of the entire facility.
- 9.3 Commissioning and test run
- 9.3.1 Commissioning and test run occur in two (2) parts:

- 9.3.1.1 Cold commissioning (without material): The core functionality of each component or that is to say the workflow of the facility is tested without material. Only after cold commissioning can the facility be taken into operation with material.
- 9.3.1.2 Warm commissioning (with material): commissioning or that is to say test run occur, if not contractually determined otherwise by testing the manufacturing process with a standard form.
During warm commissioning, the client must make a sufficient number of qualified operating personnel available for each component. SR SCHINDLER recommends making the operating personnel available from the start of assembly as this will give them sufficient time to familiarize themselves with the facility.
- 9.3.1.3 If additional forms are tested, or that is to say run-in, all costs arising from this will be billed to the client if no other flat rate has been agreed upon.
- 9.3.1.4 The client must make the following available free of charge until the start of the testing and commissioning phase:
- Compressed air
 - Resources such as, for example, hydraulic oil
 - Separate phone line for the use of a modem for remote maintenance or a high-speed internet connection with a transfer rate of at least 500 Kbit
 - Forklifts for the commissioning of the facility, for instance for transporting brick packs, for change in form, etc.
 - Sufficient amounts of resources and ingredients, such as binder materials, cement, additives, colors, etc. of sufficient quality. The amount of required materials must be determined by the client before the start of the test run and commissioning. The agreed upon product services may only be fulfilled if concrete aggregates in accordance with DIN 52100-2 and concretes in accordance with DIN 1045 are used. SR SCHINDLER only has an advisory role regarding concrete mixture and quality. The client is responsible for the selection and provision of appropriate resources and ingredients as well as their formulation.
 - At least one form in accordance with the technical specifications of SR SCHINDLER, provided it is not included in the scope of delivery contractually agreed upon.
 - Production padding (e.g. metal sheets, wooden boards) in sufficient number and of sufficient quality, for instance regarding flatness, carrying capacity, strength surface condition.
 - Transport pallets in sufficient number and of sufficient quality, provided these are needed for the production process.
 - Required industrial safety devices for the construction site as well as for facilities and products of third parties.
 - Transitions over conveyor tracks, provided they are not included in the contractually agreed upon scope of delivery of SR SCHINDLER.
- 9.4 Training and instruction
- 9.4.1 If not agreed upon otherwise, training and instruction of the operating personnel will already take place during commissioning and test production. Training and instruction are to take place without any interruptions on the part of the client. If not agreed upon otherwise, training and instruction are to end at the latest, two (2) weeks after start of the test production.
- 9.4.2 The scope of training and instruction essentially contains all aspects to guarantee the following points:
- Following all relevant security instructions regarding the SR SCHINDLER scope of delivery.
 - The continual operation of the components delivered by SR SCHINDLER as far as they can be operated independently from third parties.
 - Procedural regulations regarding the delivered components.
 - Failure analysis and corrective action
- 9.4.3 The instruction and training for building materials made available by the client or delivered by third parties are not a part of trainings and instruction given by SR SCHINDLER.
- 9.5 Acceptance
- 9.5.1 The client is obligated to the acceptance of the facility as soon as its completion has been shown and a contractually agreed upon test (comprehensible test run) has taken place, the latest three (3) months after the end of assembly. If commissioning or the test run respectively has been successful, the client is to subsequently issue an acceptance certificate and is to be signed by the client as well as a representative of SR SCHINDLER.
- 9.5.2 Should a test run not have been contractually agreed upon, the facility is considered accepted when it shows the agreed upon characteristics during commissioning.
- 9.5.3 Should the agreed upon conditions not be met during a test run, SR SCHINDLER is obligated to correct the flaw at its cost and has the right to repeat the test run. This does not apply if the fault is insignificant to the interests of the client or the fault was caused outside of SR SCHINDLER's reach. Should an insignificant fault occur, the client does not have the right to decline the acceptance.
- 9.5.4 If SR SCHINDLER has shown the client the completion of the facility and if the client is obligated to acceptance, the acceptance is considered completed after two (2) weeks since the notification of completion if SR SCHINDLER has notified the client of this. SR SCHINDLER's right according to § 640 par. 1 sentence 3 of the German Civil Code of setting an appropriate deadline for the acceptance after its fruitless expiration when the acceptance is considered complete, remains in place.
- 9.5.5 Acceptance of individual assembly groups or building conversions takes place without written confirmation immediately after assembly and commissioning of single assembly groups or after building conversions have taken place.
- 9.5.6 In the case of faults which do not or barely affect the intended use, the objects and services are considered accepted regardless. SR SCHINDLER will correct these faults according to the guarantee found in article 12.
- 9.5.7 The use of the facility by the client for production purposes is considered the same as acceptance.
- 9.5.8 It is expressly noted that service details or other characteristics found in advertisements are not part of the contract between the client and SR SCHINDLER.
- 9.6 Assembly materials
- 9.6.1 All assembly tools and devices provided by SR SCHINDLER remain the property of SR SCHINDLER.
- 9.6.2 The assembly materials are complemented by additional material (detailed lists will be created by SR SCHINDLER) which remain the property of SR SCHINDLER and will be used as a reserve during assembly. These additional materials as well as the entire remaining assembly materials will go back to SR SCHINDLER after commissioning. The backhaul will take place at the cost of SR SCHINDLER. In no case is there a right to keep the mentioned materials, neither by the client, his performing agents or third parties.
- 9.6.3 Should tools and facilities provided by SR SCHINDLER at the assembly location be damaged or lost through no fault of SR SCHINDLER, the client is obligated to replace the resulting damages. This does not apply if damages are due to normal deterioration due to intended use of the materials.
- 9.7 Delays
- 9.7.1 If commissioning is delayed or any other services SR SCHINDLER is contractually obligated to are delayed due to reasons out of SR SCHINDLER's reach, especially such as force majeure such as industrial conflicts, commissioning and any other services will be delayed accordingly. At least a time frame by which the completion of the facility and/or the execution of the services delayed by the event is considered an appropriate delay. The assumption of costs arising from

such delays is to be handled amicably between the client and SR SCHINDLER.

- 9.7.2 Should the assembly, commissioning, training or test run as well as the acceptance be interrupted due to reasons outside of SR SCHINDLER's control and are not force majeure in any case, all additional costs including the travel expenses will be billed to the client.

Article 10 Reservation of ownership

- 10.1 SR SCHINDLER reserves the ownership of the items to be delivered or the facility respectively until all payments contained in the order confirmation have been made.
- 10.2 SR SCHINDLER has the right to take out an insurance at the cost of the client for theft, breach, fire and water damages or any other damages if the client himself has not explicitly taken out such an insurance.
- 10.3 The client is not allowed to either sell, pawn or transfer the rights of the delivery item or facility until the complete payment has been made. SR SCHINDLER is to be notified immediately of pawning as well as confiscation or any other regulations through third parties.
- 10.4 Should the client behave contrary to agreement, especially during delayed payment, SR SCHINDLER is entitled to retrieve the delivery item or facility after giving notice and the client is obligated to surrender said items. The assertion of the retention of ownership as well as pawning of the delivery items by SR SCHINDLER are not considered avoidance of contract and is notwithstanding regarding SR SCHINDLER's right to compensation.
- 10.5 The request for beginning the bankruptcy procedure regarding the client's assets allows SR SCHINDLER to avoid the contract and demanding the immediate return of the delivery items or facility respectively. This does not diminish SR SCHINDLER's right to compensation.

Article 11 Software usage

- 11.1 As far the scope of delivery contains software, the right to utilize this delivered software as well as its documentation is transferred to the client. The software is surrendered to the client for usage regarding the determined scope of delivery. Usage of the software on more than one (1) system is prohibited.
- 11.2 The client may only duplicate, edit, translate or transfer it from the object code to the source code with the written consent of SR SCHINDLER. The client commits to – especially copyright memoranda – not deleting or changing anything without the written consent of SR SCHINDLER beforehand.
- 11.3 All other rights to the software and documentations including all copies remain in the possession of SR SCHINDLER or the software supplier respectively. The allocation of sublicenses is prohibited.

Article 12 Guarantee

Guarantee for material defects and defects of title regarding the delivery is to be upheld by SR SCHINDLER while excluding further claims with regards to article 13. Warranty as follows:

- 12.1 Material defects
- 12.1.1 All of these parts that are considered faulty due to circumstances before transfer of risk are to be retouched or to be delivered in new free of charge by SR SCHINDLER. SR SCHINDLER must be immediately notified in writing of such faults. Replaced parts are the property of SR SCHINDLER.
- 12.1.2 In order for SR SCHINDLER to execute the necessary reworks and replacement deliveries, the client must communicate the necessary time and place after consulting with SR SCHINDLER; otherwise SR SCHINDLER is freed from the liability of the consequences that may arise from this. Only in urgent cases regarding jeopardizing industrial safety or

avoiding disproportionately major damages respectively, in which case SR SCHINDLER is to be immediately notified, the client has the right to correct the error themselves or by third parties and to demand compensation from SR SCHINDLER.

- 12.1.3 SR SCHINDLER is to cover the costs arising from the reworks and compensation delivery respectively – as far as the claim is determined valid – as well as the costs of the replacement including the shipping costs as well as appropriate costs of dismantling and installation, moreover the costs of assemblers and aides if this option proves cheaper in single cases. This does not apply if the expenditures increase due to the parts delivered having to be delivered at a location other than the seat or industrial branch of the client.
- 12.1.4 With regards to legal regulations, the client is allowed to avoid the contract if SR SCHINDLER fruitlessly allows elapse regarding a deadline for reworks or substitute deliveries. Should merely an insignificant fault exist, the client only has the right to decrease the contract price. In any other case, the right to a decrease is not applicable.
- 12.1.5 No guarantee is made on the part of SR SCHINDLER especially in the following cases: Unsuitable or inappropriate use, faulty assembly or commissioning due to the client, natural or operational deterioration or wear and tear respectively, faulty or negligent handling, invalid maintenance, unsuitable resources, faulty construction work, unsuitable building ground, chemical electrochemical or electrical factors – as far as not caused by SR SCHINDLER.
- 12.1.6 The client is liable for faults caused by wrongful instructions by the client and if attributed to the client making faulty information available, for instance regarding the construction site and infrastructure. In this case, SR SCHINDLER is only liable in accordance with the regulations and general terms and conditions when the risk of faults was assumed by instructions of SR SCHINDLER in written. With respect to SR SCHINDLER, the client is responsible for the instructions and guidelines not leading to a fault within the object produced by or delivered by us unless SR SCHINDLER has explicitly assumed the risk of occurrence of faults in written.
- 12.1.7 Should the client or a third party inappropriately retouch, there is no liability on the part of SR SCHINDLER regarding the subsequent consequences. The same is true for changes made to the delivery item or facility respectively without the written consent of SR SCHINDLER beforehand.
- 12.2 Legal defect
- 12.2.1 If the use of the delivery item leads to the violation of industrial protective rights or copyright laws in-country, SR SCHINDLER will generally make the further use possible at its cost or modify the delivery item in such a way that the violation of protective rights does not occur anymore.
- 12.2.2 Should this not be possible regarding economically appropriate conditions on the client's side or at an appropriate deadline, the client is eligible to avoid the contract. Under the named requirements SR SCHINDLER is also eligible to avoiding the contract.
- 12.2.3 Furthermore, SR SCHINDLER will release the client from undisputed or legally dismissed demands regarding the concerned proprietor.
- 12.2.4 The obligations named in articles 12.2.1 up to article 12.2.3 by SR SCHINDLER are pending article 13 for the case of violation of protective and copyrights to be arranged.
- 12.2.5 The demands only stand when:
- the client immediately informs SR SCHINDLER of the applicable violations of property rights and copyrights, the client assists SR SCHINDLER in an appropriate scope in the defense of the alleged demands or makes it possible for SR SCHINDLER to complete the modification procedures according to article 12.2.1,
 - SR SCHINDLER reserves the right to all defensive measures including settlements out of court,

- d) the delivery item was not changed on demand of the client and the violation of rights was not caused by the client producing the delivery item unilaterally or in using it in a way not negotiated in the contract.
- 12.3 Claims of the client regarding faults become statute-barred after a year or two-thousand (2,000) operating hours (depending on what occurs first) after commissioning without material in accordance with article 9.3.1.1, but eighteen (18) months the latest after delivery or notification of delivery readiness by SR SCHINDLER. This does not apply for malice or fraudulent concealment of the fault and when violating a guarantee of quality assumed by SR SCHINDLER as well as an item which was used for its appropriate usual usage for a structure and has caused the defectiveness of the structure. If SR SCHINDLER corrects a fault, the limitation period amounts to three (3) months for reworks and substitute parts but expires at least until the expiration of the original limitation period for fault demands of the delivery item. The legal periods in accordance with the product liability act apply to demands made.

Article 13 Liability

- 13.1 Should the delivery item not be able to be properly used by the client due to SR SCHINDLER omitting or faulty execution of advices and consultation occurring before or after conclusion of the contract as well as violation of secondary obligations – especially instructions for operating and maintenance of the delivery item – the regulations of article 12 and 13.2 apply with the exclusion of further demands by the client.
 - 13.2 In accordance with legal regulations, SR SCHINDLER is liable for damages caused by culpable negligence on the part of SR SCHINDLER, their legal representatives or leading employees as well as for personal damage.
 - 13.3 In the event of malice or culpable negligence regarding simple vicarious agents as well as in the event of slight negligent violation of essential contractual obligations which are vital for completion of the intended purpose of the contract and the client thus having to be able to depend on their strict adherence, SR SCHINDLER is liable in accordance with legal regulations limited to such direct damages which were foreseeable by SR SCHINDLER in the broad scope of things. In such a case, SR SCHINDLER is not liable for indirect and/or follow-up damages such as, but not limited to, breakdown, loss of goodwill, loss of profit, decrease in value of or partial damages to assets and damages for third parties due not being able to deliver, incorrect delivery or missing a deadline and/or the not functioning, not correct functioning or missing a deadline regarding a service.
 - 13.4 SR SCHINDLER is liable for damages to the client's property if said damages occurred due to gross negligence or malice on the part of SR SCHINDLER.
 - 13.5 Undamaged regarding the other clauses in these conditions with respect to the liability of SR SCHINDLER, SR SCHINDLER is not liable for indirect or follow-up damages.
 - 13.6 SR SCHINDLER is not liable for damages due to errors or faults in any sense if SR SCHINDLER did not negotiate a counter performance for its services or the acting or forbearance of the client, their employees or third parties on the side of the client contrary to operating instructions, maintenance instructions or any other instructions and if any material or bodily damages occurred and/or if the items were changed in any way without the express consent of SR SCHINDLER, SR SCHINDLER is not liable.
- 14.1 In the event of not being able to execute the contract due to force majeure, including, among other things, fire, explosions, work stoppages, judicial measures, negative travel recommendations, occupation of the workplace and excessive absent due to illness, or if the execution of the contract cannot be demanded from SR SCHINDLER due to circumstances arising from events outside of SR SCHINDLER's reach, SR SCHINDLER is eligible to either delay the execution of the contract for six (6) months without a court's approval or completely or partially terminate the contract without being obligated to any damage compensation. During the reprieve SR SCHINDLER is eligible and obligated at the end of said reprieve to decide between the execution of complete or partial termination of the delayed contract (the delayed contracts).
 - 14.2 Not only in the event of suspension but also in the event of termination in accordance with article 14.1 SR SCHINDLER is eligible to demand payment for the execution of the contract regarding the resources, materials, parts and other objects ordered, in process and produced as well as the achieved direct and indirect working time, this for the fairness of the value in consideration.

In the event of termination in accordance with article 14.1, the client is obligated to accept the items covered in the owed amount of the previous article after payment, otherwise SR SCHINDLER is eligible to store these items at the client's costs and risk or sell these at the client's expense.
 - 14.3 If the client is not able completely, incorrectly or fulfill any obligation stated in the concluded contract with SR SCHINDLER at due date or the justified fear exists that the client is or will be unable to fulfill their contractual obligations regarding SR SCHINDLER as well as in the event of bankruptcy, moratorium, quiescence, liquidation or transfer of the client's company – be it as a security – including transferring a substantial part of this demands, SR SCHINDLER is entitled to either delay the execution of the contract for up to six (6) months or completely or partially terminate the contract without having to give notice default and without any interference by a court. All of this without any damage compensation or a guarantee and any other rights remain unaffected by this.

During the reprieve SR SCHINDLER is entitled to and obligated at the end of said reprieve to decide on executing or completely or partially terminating the delayed contract (the delayed contracts).
 - 14.4 In the event of reprieve in accordance with article 14.3, the price agreed upon, the deductions already paid included, and the saved costs by SR SCHINDLER due to said delay are due immediately. In this case SR SCHINDLER entitled to storing the resources materials, parts and other items ordered, in process and produced, with regards to the completion of the contract, at the client's cost and risk. In the event of termination in accordance with article 14.3, the price agreed upon – as far no other reprieve has previously occurred - and the saved costs by SR SCHINDLER due to said delay are due immediately, the deductions already paid excluded. Furthermore, the client is obligated to pay the previously mentioned amount and accept all items included in this, otherwise SR SCHINDLER is allowed to store said items at the client's cost and risk or sell these at his expense.
 - 14.5 The client is not entitled to retroactively demand the termination of the contract.
 - 14.6 After a potential termination or in the event of negligence of the contract occurring for any reason, these general terms and conditions remain in effect, as far as they have an independent meaning and/or they were determined for ruling the consequences, such as especially (but not limited to) the conditions regarding the delivery, penalty payment clauses, liability or judicial responsibility and the applicable right.

Article 14 Suspension and rescission or invalidity of the contract

Article 15 Spare parts

- 15.1 These conditions are also valid for the delivery of spare parts, as far as nothing else has been agreed upon otherwise.
- 15.2 SR SCHINDLER is entitled to delivering parts other than those ordered by the client under the condition that said parts are technically equal to the originally ordered parts.
- 15.3 The assembly of the spare parts is not included in the price.
- 15.4 The guarantee for spare parts amounts to six (6) months after the delivery date ex works.

Article 16 Statute of limitation

- 16.1 Pending article 12.3, all claims of the client – indifferent of as to due to which legal reasons – lapse in twelve (12) months, six (6) months for the delivery of spare parts. The legal deadlines apply to deliberate or malicious behavior as well as claims in accordance with the product liability law. They also apply to structures and items which are used in their usual intended form.

Article 17 Applicable law and disputes

- 17.1. Under exclusion of the international civil law and UN Convention on Contracts for the International Sale of Goods, the prevailing law of Germany for legal relations of domestic parties exclusively applies to all legal relations between SR SCHINDLER and the client.
- 17.2. The place of jurisdiction for all immediate and mediate obligations stemming from the contract is the court responsible for the seat of SR SCHINDLER. SR SCHINDLER, however, is entitled to press charges at the legal seat of the client.