

LEGAL GUARANTEE

Complete hydraulic, traction and electric lifts, lift components and other products (such as escalators, moving walks, parking systems, stair lifts, modernization parts etc) that the Supplier KLEEMANN HELLAS SA manufactures and/or markets are legally guaranteed as to their good manufacture, quality and operation, for a period of two (2) years from the date of dispatch from KLEEMANN's factory. If delivery of the products has to be taken by the ordering party, or if the ordering party refuses to take delivery, the legal guarantee will commence on the date of the Supplier's notification of the readiness to perform delivery.

During the guarantee period, KLEEMANN reserves the right to further evaluate and decide on its own whether it will repair or supply the ordering party with any necessary replacement parts for defective parts provided that:

- The handling, installation, maintenance and use instructions for the lift products have been applied by the ordering party as stated by the Supplier or in general by the manufacturer of the order component.
- The cause of the defect for the specific lift part is attributed solely to the manufacturer and no damage has been caused due to the following no-guarantee conditions:

Unsuitable or improper or negligent use (including possible beneficial use of the product or its use for transport of persons/loads prior to the certification of the product or prior to handover to the final client), faulty installation and/or improper or faulty or no compliant with the Supplier's instructions shipping/commissioning by the ordering party or third parties, incompatibility of a product/subsystem with other manufacturers' products/subsystems, natural wear and tear, improper or negligent maintenance, unsuitable supplies, defective construction work, faulty or improperly constructed or no compliant with the Supplier's specifications and the functional conditions installation space (suggestively lift-shaft space, engine room etc), unsuitable building estate, interference by unauthorized person to any mechanical or electronic elements of the product, chemical, electronic or electric influences, non-performance of all necessary testing of the safety components according to the Standards EN 81.20, 81.50 and the local regulations, as applicable from time to time – unless the Supplier is responsible for such circumstances by a specific written agreement.

Specifically, the following cases are not covered by any guarantee:

- a. Wears to lift parts due to damages, corrosion, moisture attributed to inappropriate transportation, storing, handling, installation or use of the products as stated in the product manuals provided by the Supplier.
- b. Wears due to inappropriate lift installation or installation of any mechanical or electrical lift parts by personnel unauthorized by the Supplier as stated in the product manuals provided by the Supplier.
- c. Damages due to the supply of the mains current electrical network, provision of unsuitable electrical current (e.g. non-constant provision of three-phase current, use of generator etc) weather conditions (e.g. floods, thunders etc) or any other destructive external causes.
- d. Wears to car parts or wooden parts subject to: moisture or rain or extremely humid environment or being installed within a 300m range from sea.
- e. Damages on surface of stainless-steel doors and car panels after their protective plastic cover has been removed.

If the defect is not substantial (i.e. not of the essence), the ordering party shall only be entitled to request a mutually agreed reduction of the purchase price.

The ordering party shall have to provide the Supplier with sufficient time and option for Supplier to perform any necessary rework or replace any defective parts. If this is not the case, the Supplier shall be indemnified against liability for any consequences resulting there from. The Supplier shall bear the costs of a defect replacement including shipment costs as well as any reasonable charges arising, even from services providing technical support

on site, that are pre-agreed between the two parties, only if the claim of the ordering party is justified and accepted by the Supplier.

Any parts replaced shall immediately become the Supplier's property. The guarantee period provided specifically for the repaired components is six (6) months after the date of the conclusion of the repair certified to the ordering party by the Supplier.

The ordering party should examine the reworked or replaced goods without delay after delivery and state whether these are of its absolute satisfaction. It is presumed that the goods are of the absolute satisfaction of the ordering party if the latter does not object within a reasonable time of three days after delivery.

If improper rework has been performed by the ordering party or by a third party on items provided by the Supplier, the Supplier shall not assume any liability for any consequences resulting there from. This shall also apply to any modifications of the provided items performed without the Supplier's prior expressed approval.

After the expiry of the two-year guarantee period, the Supplier assumes no responsibility and is under no obligation regarding repair or replacement.

Supplier does not provide any warranties, express or implied, of fitness for a particular purpose or compatibility with other manufacturers' products/subsystems.

Any additional commercial warranty will be granted by the Supplier only by a separate document which will include the terms under which the commercial warranty is granted.

Thessaloniki, Greece shall be the place of performance and the place of jurisdiction. The laws of Greece shall exclusively govern any dispute arising in any way from the present document and its performance. The United Nations Convention governing the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

KILKIS, GREECE 06/10/2022