

Terms and Conditions of Delivery, Payment and Guarantee

I. General

1. Shipments and performance whatsoever shall be subject to these terms and conditions as well as any other separate contractual agreements, which may have been made between the "ordering party" and Kleemann Hellas S.A., (Kilkis Industrial Area, P.O. Box 25, P.C. 61100 Kilkis, Greece, G.E.MI. 14486435000), mentioned in this text hereafter as the "supplier".

2. Terms and conditions included in special agreements, especially in the distributorship agreement, or in the order confirmation document, prevail over the general terms and conditions included herein.

3. The ordering party's deviating terms and conditions of purchase shall not become an integral part of the purchase contract or agreement even upon acceptance of the order by the supplier. Unless otherwise agreed upon, a purchase contract or agreement shall come into force upon written confirmation of the order by the ordering party to the supplier and the subsequent written confirmation of the supplier back to the ordering party. Without prejudice to Art. III.6. of the present agreement, actions concerning any alteration of the order's technical specifications stated and confirmed in the order confirmation written documents imposed in writing by the ordering party to the supplier, shall be treated by the latter as a new order case, subsequently meaning revised price and technical specifications report and new delivery terms and conditions. The ordering party shall bear the agreed price equivalent to the part performance already effected.

4. The supplier reserves intellectual property rights and copyrights concerning samples, cost estimates, drawings and any similar information of physical and non-physical nature – even in electronic format; this information must not be released to third parties by the ordering party without the supplier's written consensus. The supplier undertakes to only disclose information and documents referred to by the ordering party as confidential to third parties subject to the ordering party's approval.

5. If not otherwise agreed, the supplier equally reserves rights concerning trademarks and any other intellectual property rights of any kind apart from the aforementioned.

6. The parties to the purchase contract or agreement mutually undertake the commitment to keep the commercial and technical details of the order confidential. In particular, and provided the order is placed, the parties undertake to refrain from disclosing information and documents referred to by the other party to the purchase contract or agreement as confidential to third parties without the other party's consent and to promptly return such confidential information and documents at the other party's request.

II. Price and Payment

1. Unless otherwise agreed upon between the supplier and the ordering party, the price of the order shall be ex-works (including packing and loading at the factory) of the supplier, however, excluding unloading.

2. Unless otherwise agreed upon, the invoices of the supplier shall be payable according to the payment terms stated in the order confirmation documents and confirmed by the ordering party.

3.1 If, at any point from the offer quotation to manufacture of the goods, the raw material costs of copper, aluminium alloy, inox alloy and steel scrap increase by an average of 10%, as determined by the London Metal Exchange(www.lme.com), the supplier reserves the right to unilaterally increase, and the ordering party agrees to pay in full, the price thereof. The above provision will not apply as long as a) the ordering party fully pays the value of the order within five (5) banking days since the order confirmation, unless a different time frame is agreed between the parties and b) delivery takes place within the delivery time indicated by the "supplier".

3.2. If, at any point from order confirmation to dispatch of the goods, the transportation costs increase by more than 20% of the price shown in the order confirmation document, the supplier reserves the right to charge, and the ordering party agrees to pay in full, the total increased price thereof.

3.3. The ordering party shall only be entitled to refuse performance and/or shall only have a right of retention, if the claim is undisputed by the supplier or if the right has been ascertained subject to a final and absolute judgment or if the supplier has violated material obligations under the contract.

3.4 The ordering party shall only be entitled to offset against payables any claims arising from technical problems of the order purchased or shortages of material ordered to the supplier provided both of the following conditions: a) these claims have been ascertained and accepted by the supplier subject to a final and absolute, undisputed judgment or evaluation by the latter, b) the reported technical problems or material shortages supporting the claims have been clearly stated in writing by the ordering party to the supplier in time resulting in any case to the undeniable fact that an objectively sufficient time margin has been provided to the supplier for him to cope with these problems effectively. The above mentioned "in time" condition refers directly to the supplier's right to not accept any claims of the ordering party stated after a period of 30 days has passed since the date of the order shipment from the supplier's factory. The ordering party undertakes the obligation to inspect the order thoroughly immediately upon reception so that any possible damages or deficiencies of the purchased equipment should be reported in writing to the supplier without undue delay and in any case no later than five (5) days from delivery as defined under title III. The above mentioned time limit of 5 days does not apply in cases of defective parts according to title VI par.1 "Defects as to Quality", whereupon apply the terms stated in par.VI.1

4. If the time allowed for payment (agreed between the two parties and stated in the payment terms of the proforma invoice / invoice) by any means expires due to liability of the ordering party, outstanding payments to the supplier shall incur a monthly interest on arrears at a rate of seven percentage points (7%) calculated over the total unsettled ex-works value of the order. The calculation of these outstanding amounts shall be initiated from the date of the scheduled and agreed ex-works order delivery date. Furthermore, a manufactured and not fully paid order can be stored in the supplier's warehouse facilities without cost for the ordering party for a period of two (2) weeks from the originally designated dispatch date from the supplier's factory whereas for each of the following two (2) weeks the ordering party will be charged with a fee equal to the amount of sixty euros (60 €), excluding VAT, per complete elevator system and for each following week henceforth the Ordering party will be charged with a fee equal to the amount of one hundred euros (100 €), excluding VAT, per complete elevator system. If the delayed payment is not settled within two (2) months since the first designated date of full payment, the supplier is entitled to exercise all rights provided by law, such as, indicatively, withdrawal from contract, dismantling of the order and use of materials at will.

5. If payment is effected by the ordering party by means of cheque or bill of exchange, the payment obligation shall only be deemed to have been completed once the supplier's account has been credited with the corresponding amount.

6. It is expressly agreed that the ordering party is primarily and personally liable towards the supplier for the full payment of the order's credit price. The two parties agree that the supplier's claim is incontestably proven from the order which is signed by the ordering party or its representative, whereas the due and owing of the supplier's claim is proven by the shipping invoice which states the date the claim falls due and is signed by the ordering party or its representative.

7. The ordering party expressly states that it renounces its right to set off any claim

against the supplier's claim.

III. Terms of Delivery, Delays in Delivery

1. All deliveries are meant to be ex works. The order delivery terms comply to the order agreement between the two parties depicted in the purchase order / agreement or order confirmation / distributorship agreement documents signed by the two parties during the order confirmation stage and are clearly stated in the proforma invoice or invoice issued by the supplier. Special terms included in the purchase order super code.

It shall be observed by the supplier subject to the provision of the order that all technical and commercial issues have been clarified between the two parties to the contract/agreement or order confirmation document and that the ordering party has satisfied all its obligations such as the provision of necessary certificates or licenses issued by public authorities or effecting a down payment. If this is not the case, the terms of delivery shall be subject to corresponding delay without the obligation of a prior notice from the supplier to the ordering party. This shall not apply if the supplier is proven to be responsible for the delay. Should this be the case, the supplier must notify the ordering party of the delay, which must then acknowledge in writing to the supplier within a period of two (2) working days any alleged claims arising from the latter's liability in the order's delivery delay or else the supplier reserves the right to not accept these claims. The supplier holds no responsibility for the delay prior to the ordering party's above notification.

2. The terms of delivery shall be observed by the supplier subject to the condition that the supplier itself is supplied with the right products and components in time by its sub-suppliers. This condition shall be applicable by means of any notification of a possible delay in delivery stated by the supplier to the ordering party as soon as the supplier itself is notified by its sub-supplier about the inability.

3. The terms of delivery shall be deemed to have been observed by the supplier if the order has left the supplier's facilities if delivery of the goods has to be taken by the ordering party, or if the ordering party refuses to take delivery, the date of notification of the readiness to perform delivery shall be the decisive date.

The supplier does not bear liability if the goods of the order cannot be shipped due to liability of any party other than the supplier (e.g. logistics, customs, transportation companies, brokers etc.).

4. In case of refusal on behalf of the ordering party to take delivery of a manufactured and fully paid order, it can be stored in the supplier's warehouse facilities without cost for the ordering party for a period of two (2) weeks from the originally designated dispatch date from the supplier's factory, whereas for each of the following two (2) weeks the ordering party will be charged with a fee equal to the amount of sixty euros (60 €), excluding VAT, per complete elevator system and for each following week henceforth the Ordering party will be charged with a fee equal to the amount of one hundred euros (100 €), excluding VAT, per complete elevator system, unless the ordering party notifies the supplier to send the order to a logistics centre of the ordering party's choice and at the ordering party's expense. In case the refusal to take delivery lasts more than six (6) months from the originally designated dispatch date, the parties will negotiate, in good faith and within the provisions of the applicable law, in order to reach a solution.

5. If non-observance of the terms of delivery is due to force majeure events (indicatively acts of God, fires, strikes, acts of war, pandemic, epidemic or any other events for which the supplier cannot be held responsible), the terms of delivery shall be adequately extended. The supplier shall inform the ordering party of the beginning and the end of such events as soon as reasonably possible. Any delays due to such reasons for which the supplier cannot be held responsible will not justify any claims of the ordering party to the supplier, provided the latter has informed the former as soon as reasonably possible.

6. The ordering party can cancel the order contract / agreement after prior written notice to the supplier if it becomes impossible for the supplier to perform the entire project before the transfer of property. The ordering party can also cancel the order if performance of part of the delivery becomes impossible upon order placement or if the ordering party has a justified interest in refusing to take delivery of part performance. If this is not the case, the ordering party shall pay the agreed price equivalent to the part performance already effected. Otherwise, section VII.2 of this document shall apply. In case it becomes impossible for the supplier to perform or if the supplier becomes incapable of performance during a delay by the ordering party in taking delivery or if the ordering party alone is responsible or the ordering party is mainly responsible for these circumstances, the ordering party is obliged to effect counter-performance.

IV. Transfer of Property, Delivery-Taking

1. Risks shall pass to the ordering party once the delivered goods of the order have left the ex-works facilities of the supplier even in case of partial shipments of the order or in cases that the supplier has also assumed other services such as costs of shipment and delivery to the required by the ordering party delivery site. If delivery has to be taken by the ordering party, the date of delivery-taking shall be the decisive date for the transfer of risks. Delivery must be taken promptly on the date of delivery-taking or upon notification of readiness for delivery-taking by the supplier at the latest. The ordering party must not refuse delivery-taking in case of existence of a defect in the goods which is not of the essence as evaluated by the supplier

2. If there is a delay in shipment or delivery-taking due to circumstances for which the supplier cannot be held responsible, the risks shall pass to the ordering party on the day of notification of the ordering party of the readiness of the delivered goods for shipment and/or delivery-taking.

The supplier undertakes to take out any insurance the ordering party may request at the ordering party's expense.

3. Delivery can be effectuated in partial shipments to the extent this is deemed acceptable by the ordering party or the supplier is rendered by any means unable to deliver the order complete and has notified the ordering party as soon as the inability to deliver the order complete is ascertained.

V. Retention of Title

1. The supplier reserves title to the goods of the delivered order or part of the order until receiving of all payments by the ordering party stated in the supply agreement or order confirmation.

2. If the ordering party processes the goods together with other goods which do not belong to the supplier, the latter reserves title to the new product on a pro rata basis, i.e. based on the value of the reserved goods relative to the other processed goods at the time of processing. The new product shall be considered to be a reserved good in terms of this clause; the ordering party shall acquire an expectant right to the reserved goods as well.

3. The ordering party shall only be entitled and authorized to resell the reserved goods subject to the provision that any claims to payment of the purchase price arising from resale shall be assigned to the supplier in the amount of the invoice value of the goods supplied by the supplier based on the clause above (par. V1 and V2) and that the ordering party itself retains title to the reserved goods until the purchase price is paid in full by its customer. Title to the reserved goods shall pass to the customer's customer upon payment of the purchase price in full.

4. The ordering party shall not be entitled to other types of disposal. In particular, the ordering party shall not be entitled to pledge the delivered items as security or to transfer it by

way of security in case of the order is not fully settled in terms of payment. If the goods are pledged as security or seized or if they are disposed of in any other way by third parties, the ordering party must promptly inform the supplier.

5. The ordering party shall as of today assign its claims of resale of the reserved goods to the supplier if the ordering party disposes of them before having acquired the title to the goods. It is of no importance in this respect whether the goods are sold by the ordering party to one or several customers, together with other goods not belonging to the supplier, without or after combination with or installation in another object. The assigned claim shall secure the supplier's claim up to the respective ex-works value of the reserved goods sold to the ordering party.

6. The supplier undertakes as of today to release security in a corresponding amount if the value of all of its security added together exceeds the coverage limit of 130 % of the secured claim.

7. If the ordering party has not taken out insurance, the supplier shall be entitled to take out insurance against damage caused by fire or water and other loss or damage concerning the delivered object at the ordering party's expense.

8. If the ordering party acts in violation of the contract/agreement or order confirmation document, in particular if the ordering party is in delay with outstanding payments, the supplier shall be entitled to request return of the delivered goods after notifying the ordering party in writing of its duties. The ordering party shall correspondingly be obliged to return the delivered items to the supplier at its own expense.

9. Based on the retention of title, the supplier shall only request the delivered items to be returned if the supplier has cancelled the contract.

10. If a petition for commencement of insolvency proceedings of the ordering party was filed, the supplier shall be entitled to cancel the contract and to request immediate return of the delivered items.

VI. Guarantee

The supplier shall assume the following legal guarantee for defects as to quality and defects in title, excluding any other claims, subject to Section VII – Liability:

Defects as to Quality, claims handling procedure and legal guarantee periods

1. If prior to the transfer of property to the ordering party any parts turn out to be defective the supplier shall at his discretion either have them reworked or replaced by a new item free of charge. The ordering party shall notify the supplier upon discovery of such defects promptly and in any case within 30 days after the order ex works delivery (see also par. II.3.2). Any parts replaced shall immediately become the supplier's property.

2. The ordering party shall have to provide the supplier with sufficient time and option for him to perform any necessary rework or replace any parts which might have to be substituted. If this is not the case, the supplier shall be indemnified against liability for any consequences resulting therefrom. The ordering party shall only be entitled to rectify the defect itself or to have the defect eliminated by a third party and to request compensation for any costs which might necessarily have been incurred in connection therewith in urgent cases – of which the supplier must promptly be notified in time – in which the safety of the installation is involved or to avoid causing disproportionately higher damages.

3. 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 they are pre-agreed between the two parties, only if the claim of the ordering party is justified and accepted by the supplier.

4. 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.

5. In particular, the supplier shall not assume any liability and shall be under no obligation whatsoever, with regards to the following cases:

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.

To be more precise, 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 unauthorized by the Supplier personnel 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.

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.

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

7. Unless none of the above stated cases of no guarantee provision is valid, 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 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.

8. During the two-year guarantee period, the supplier reserves the right to assume the responsibility to further evaluate and decide on its own whether he will repair or supply the ordering party with any necessary replacement parts for defective parts provided that:

- 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 no-guarantee conditions stated in VI.5 and
- 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.

9. 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.

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

10. 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 therefrom. This shall also apply to any modifications of the provided items performed without the supplier's prior expressed approval.

11. Any additional commercial warranty will be granted by the supplier only by a distinctive document which will include the terms under which the commercial warranty is granted

Defects in Title

11. If the use of the provided items results in a violation of industrial property rights or copyright in the country of Greece or in any other country hosting the supplier's range of production operations, the supplier shall at its expense generally obtain a right for further use on behalf of the ordering party or modify the provided item in a manner which is reasonably acceptable to the ordering party in such a way that the property rights are no longer violated. If this is not possible at economically reasonable conditions or within a reasonable time frame, the ordering party shall be entitled to cancel the purchase order. Subject to the above-mentioned conditions, the supplier shall also be entitled to cancel the purchase order.

12. The obligations of the supplier mentioned in par. VI.8 shall be final subject to par. VII.2 in the event of violation of property rights or copyright. They shall only be binding in the following cases (a-c):

- a. if the ordering party has promptly notified the supplier of any violations of property rights or copyrights which may have been asserted;
- b. if the ordering party has reasonably supported the supplier in its efforts to defend against the asserted claims and/or has given the supplier an opportunity to modify the delivered object pursuant to par. VI.2;
- c. if the supplier reserves all measures of defense including out-of-court settlements;

On the contrary, they shall not be binding:

-if the defect in title is based on instructions by the ordering party

-if the defect in title was caused by modifications to the delivered object by the ordering party without proper authority or by use of the delivered object by the ordering party in violation of the contract.

VII. Liabilities/obligations

1. If the provided items cannot be used by the ordering party in conformity with the contract/agreement or order confirmation documents for reasons for which the supplier is responsible, the provisions of Sections VI and VII.2 shall correspondingly apply, excluding any other claims of the ordering party. For the purposes of this paragraph the supplier is considered to be responsible in case of the omission of or faulty execution of proposals or consultations before or after conclusion of the agreement or as a result of violation of other collateral contractual duties –such as, in particular, instructions for operation and maintenance of the delivered items.

2. The supplier shall not assume liability for any damage, caused – on whatever legal basis – to delivered items themselves in case of: a) intent; b) gross negligence by the owner/executive bodies or executive staff; c) a negligent personal injury, physical damage or damage to somebody's health; d) defects in the delivered object to the extent liability is assumed for personal injury or defects as to quality in items in private use. In case of a negligent violation of material contractual obligations, the supplier shall also assume liability for gross negligence by non-executive staff and slight negligence. In the latter case, liability shall be limited to damage typical for such contracts as could reasonably have been foreseeable. Other claims shall be excluded.

3. The supplier and the ordering party acknowledge that the ability to perform under these terms or a purchase contract or agreement is subject to compliance with applicable export/import control, trade or economic sanctions, embargo or similar laws, regulations, rules, licenses, orders or requirements, including money laundering and anti-terrorism, implemented at a local, regional, and international level (collectively, "Trade Restrictions"). Each Party agrees that any refusal or failure by the other Party to perform on account of compliance with Trade Restrictions or other legal requirements shall not constitute a breach of any obligation under these terms or a purchase contract or agreement. The ordering party is responsible for complying with and shall not do anything which would cause supplier to be in breach of Trade Restrictions, including, but not limited to, using, selling/reselling, exporting/re-exporting, or otherwise dealing with the supplier's products directly or indirectly, to any territory to which the supply of the products would be restricted or prohibited under Trade Restrictions (unless the ordering party obtains licenses and/or approvals required to make such a supply) or to any sanctioned party or any party owned or controlled by a sanctioned party or putting the products, in their entirety or in part, to any use in connection with the development, production, operation or dissemination of chemical, biological or nuclear weapons.

VIII. Limitation of Actions

Any of the ordering party's claims – on whatever legal basis – shall become statute-barred after twelve (12) months from the order shipment date or the shipment date of its first part in case of a partial order delivery. As far as intentional acts or acts with intention to deceive are concerned as well as with a view to claims under Greek Law, the statutory periods shall apply. They shall also apply to defects in a building or for delivered items which have been used for a building in conformity with normal use and have caused defects therein.

IX. Use of Software

1. If the scope of delivery of the order comprises of software, the ordering party shall be granted a non-exclusive right to use the supplied software including its documentation. It is delivered for use on the respective delivered object destined therefore. Use of the software on more than one system shall be prohibited. The ordering party shall only reproduce, edit or translate the software or convert the software from the object code into the source code within the framework admissible by law (§§ 40 et seq Copy Right Law 2121/1993). The ordering party undertakes to refrain from removing the manufacturer's indications such as the copyright notice in particular or to refrain from changing them without the supplier's express prior approval. The supplier and/or the software supplier reserve any other rights to the software and the documentation including copies. The customer shall not be permitted to grant sub-licenses.

2. The supplier has the right to collect data regarding the operation of the products, for quality improvement purposes.

X. Governing Law, Place of Jurisdiction

1. Thessalonica, Greece shall be the place of performance and the place of jurisdiction. The supplier shall, however, also be entitled to commence an action before the courts competent at the ordering party's headquarters.

2. The laws of Greece governing legal relationships between parties initiated in free commerce shall exclusively govern the legal relationships between the supplier and the ordering party to this agreement as well as any dispute arising in any way from the present agreement and its performance. The United Nations Convention governing the International Sale of Goods dated 11 April 1980 (CISG) shall not apply

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