

## General terms and conditions

### For the manufacture, supply and installation of elevator systems

Preliminary remark: These conditions are based on the recommendations of the German Engineering Federation (VDMA).

#### 1.0 Offer

- 1.1 The documents belonging to the offers, such as illustrations, drawings, etc., as well as information on dimensions, weights, performance, power requirements, operating costs, etc., are only binding if they have been expressly designated as binding. They shall otherwise apply within the scope of DIN tolerances. We reserve the right of ownership and copyright to cost estimates, drawings and their documentation. They may not be made accessible to third parties.
- 1.2 We shall be bound by our offers for the period stated in our offer from the date of issue. An order received by us from the customer after this acceptance period must be expressly accepted and confirmed by us in order to be legally effective.

#### 2.0 Conclusion of contract, scope of services

- 2.1 The contract is concluded when we confirm acceptance of the order in writing after receipt. Our written order confirmation shall be decisive for the scope of performance in detail. Additional agreements and changes require our written confirmation. After conclusion of the contract, we shall submit the plant plans to the Customer for approval by signature. We are entitled to explicit approval of the plans prior to commencement of manufacture and assembly of the plant(s).
- 2.2 If the content of the order confirmation deviates from the offer and/or the order, the content of the order confirmation shall be deemed binding if the Customer does not object to the content of the order confirmation within 10 days.
- 2.3 We are obliged to supply the Customer with the necessary technical documents for the expert acceptance test, which the Customer is responsible for. Conditions imposed by the approval authorities shall only be taken into account if they are notified to us in good time before conclusion of the contract and confirmed by us in writing.
- 2.4 Verbal declarations and agreements require written confirmation to be legally valid.

#### 3.0 Prices and payments

- 3.1 The prices stated in the order confirmation are lump-sum prices and apply free place of use. Value added tax in accordance with the currently valid version of the German Value Added Tax Act (UStG) shall be added to the prices.
- 3.2 If changes subsequently occur in the construction conditions on which our quotation is based, which necessitate a larger scope of materials or deployment of personnel, we shall be entitled to make corresponding cost adjustments. If the calculated labor and material costs change, we shall be entitled to make corresponding price adjustments after expiry of the fixed price commitment in accordance with our price escalation clause for the sale of new plants.

#### 4.0 Terms of payment

- 4.1 Payments are to be made within 14 days of the invoice date without any deductions and free of charge to the company's payment office. Terms of payment and payment schedule will be stated in our commercial offer; in case of several plants, if applicable, separately for each plant. In the event of culpable exceeding of these payment deadlines, we shall be entitled - subject to the assertion of further damages - to claim default interest in the amount of the base interest rate applicable at the time. If a payment deadline was not specified in the calendar, the Customer shall be in default with the first reminder. Default in payment entitles us to suspend the performance to be rendered by us.
- 4.2 The withholding of payments or offsetting on account of any counterclaims of the Customer or third parties disputed by us shall be excluded.

#### 5.0 Retention of title

- 5.1 We shall retain title to the delivery item until all our claims against the Customer arising from our business relationship, including future claims, also from contracts concluded at the same time or later, have been settled. This shall also apply if individual or all our claims have been included in a current invoice and the balance has been struck and accepted.
- 5.2 In the event of culpable non-payment after the due date, we shall be entitled to take back the delivery item. This shall also apply in the event of any other breach of contract by the Customer after expiry of a reasonable period of grace. Unless the Consumer Credit Act applies, the repossession or seizure of the item by the Supplier shall only constitute a rescission of the contract if the Customer expressly declares this in writing. In the event of seizure or other interventions by third parties, the Customer shall immediately notify us in writing.
- 5.3 An application for the opening of insolvency proceedings against the Customer's assets shall entitle us to rescind the contract immediately and to demand the immediate return of the delivery item.

#### 6.0 Our components and data processing for maintenance and service purposes

- 6.1 During the warranty period, we shall be entitled to connect additional systems for automated remote data transmission between the delivered system and our IT systems (hereinafter "M2M components") to the system(s) delivered by it. These M2M components shall not be part of the delivery item and shall remain our property. We may remove the M2M Components at our own discretion. We shall be entitled to use the M2M components to read out, store and process elevator data from the system. This also includes in particular the remote data transmission of the elevator data of the delivered system to our IT systems for warranty and/or service purposes.
- 6.2 The exclusive right of use of the data stored in the M2M components in accordance with Section 6.1 shall lie only with us. The same applies to the data collected in the plant by means of the M2M components. Neither the Customer nor third parties are entitled to read out and/or change this data.
- 6.3 Personal data is generally not collected and processed. Should the collected data exceptionally allow conclusions to be drawn about identifiable persons, the data concerned will be processed within the framework of the applicable data protection law and, in particular, will only be used for warranty and service purposes.

#### 7.0 Deadlines and dates

- 7.1 Agreed deadlines shall only commence after complete clarification of all technical details, approval of our plant drawings, for the preparation of which the required construction plans must be provided to us and readiness for measurement must exist on the construction site, as well as after receipt of an agreed down payment. The exceeding of payment deadlines from open claims of the business relationship extends the agreed execution and delivery deadlines by the period of the delay in payment.
- 7.2 Agreed completion deadlines presuppose the possibility of an unimpeded start of installation at the originally agreed time as well as the completion of the necessary on-site services. Insofar as on-site services are to be provided during the installation, these are to be promoted in such a way that obstructions or interruptions of the installation are excluded. If the installation has to be interrupted due to construction delays or if the completion of the work is delayed due to late expert acceptance tests through no fault of our own, the Customer shall bear, among other things, the costs for the waiting time and any repeated trips by the fitters.
- 7.3 Agreed contract dates are dependent on official measures at the location of the construction project, the location of

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- production or component manufacture, the existence of undisturbed supply chains, the freedom of movement of persons, subcontractor assignments and own personnel and the pandemic-related staffing levels at Lutz and the named subcontractors. Should a disruption occur in this respect which affects the construction process, no contractual penalty shall be due as a result and no claims for damages shall arise, but the process shall be adapted to the circumstances by mutual agreement. This shall also expressly apply if the contract dates were agreed in the knowledge of an acute or imminent pandemic situation and the possibility of disrupted supply chains.
- 7.4 Delays in delivery due to force majeure and due to events which make delivery significantly more difficult or impossible - including in particular labor disputes, riots, official measures, war, failure to receive deliveries from suppliers and the like - shall entitle us to postpone delivery for the duration of the impediment plus a reasonable start-up period, but for no longer than 4 months. After the expiry of 4 months, either party may withdraw from the contract without the other party being entitled to claim damages or a contractual penalty.
- 7.5 If the delivery or the assembly of the plant(s) is delayed for reasons for which the Customer is responsible, we shall be entitled, among other things, to dispose of the material otherwise and to supply the purchaser within an extended period of time after the expiry of a reasonable grace period and after the performance has not yet been paid for. If there are no proper storage facilities on the construction site, we are entitled to store the material at the expense of the customer. The Customer will be informed of the costs in writing in advance.
- 8.0 Handover, acceptance, transfer of risk**
- 8.1 The handover of the plant(s) shall take place by means of a handover protocol at the time of the expert acceptance test. The Customer is obliged to take over the plant(s) manufactured in accordance with the contract if we offer to take over the plant(s) and invite him to take over the plant(s) in accordance with the contract. If the Customer does not appear for the handover despite timely notification, or if he takes the system(s) into use, the handover shall be deemed to have taken place. Acceptance cannot be refused by the customer if the expert acceptance by the "notified body" (e.g. TÜV) cannot take place following completion for reasons relating to the construction, or if complaints are raised which do not affect the functionality of the system(s). We are obliged to remedy justified complaints within a reasonable period of time.
- 8.2 The risk shall pass to the Customer upon handover of the system(s). If the installation of the system(s) is interrupted for reasons for which we are not responsible, the risk shall pass to the Customer at the start of the interruption of the installation work. If compensation for the damage to the system(s) is provided by a third party, e.g. insurance benefits, the compensation shall be due to the party who was bearing the risk at the time of the damage to the system(s).
- 9.0 Early termination of contract**
- 9.1 If it becomes known to us after conclusion of the contract that the Customer is in an unfavorable financial situation or if the construction project can no longer be carried out by the Customer, we may demand securities or advance payment for our services or demand reimbursement of the expenses incurred by us. If these are not received within 18 working days and two reminders, we can withdraw from the contract. These expenses may be invoiced without proof at 20% or, in the case of material already manufactured, at 70% of the gross order sum, unless the Customer proves lower expenses or we prove higher expenses.
- 9.2 If the Customer cancels the contract, we are entitled to charge cancellation costs of 20% of the gross order amount without proof, unless higher costs are proven or the customer proves lower damages.
- 10.0 Warranty, claims for defects**
- 10.1 The system(s) shall be constructed in accordance with the state of the art, taking into account the factory standards of our company, and shall comply with the elevator regulations in force at the time of submission of the offer.
- 10.2 Information provided by our company on the power requirement, speed and performance of the system(s) is deemed to have been met if any deviations do not exceed  $\pm 10\%$ . The system(s) are designed in accordance with EN 50082-1/2 and EN 55011 for sufficient freedom from radio interference and mains feedback in residential buildings. Additional radio interference suppression and filtering devices are not intended for delivery.
- 10.3 All parts which, in accordance with the period of limitation agreed in writing, are demonstrably rendered unusable or significantly impaired in their usability after the transfer of risk as a result of a circumstance occurring prior to the transfer of risk, shall be repaired or replaced at our discretion within a reasonable period of time and free of charge. Further claims of any kind are excluded in case of successful repair or replacement. We must be notified immediately in writing of the discovery of any defects.
- 10.4 The warranty requires regular appropriate professional maintenance in accordance with the written agreement by the manufacturer.
- 10.5 The warranty does not apply to natural wear and tear, nor to damage or effects resulting from causes for which we are not responsible:
- Building subsidence or other defective building work or building structures.
  - Building noise sensitivity
  - Influence of temperature and weather
  - chemical and other natural influences
  - Lack of maintenance, such as maintenance intervals that are too long
  - rough treatment
  - Overloading and non-compliance with our requirements set forth in the facility drawings, etc.
  - Vandalism
- 10.6 The Customer shall grant us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary at our discretion, otherwise we shall be released from liability for defects.
- 10.7 The provisions on warranty shall apply accordingly to rectification work and replacement parts, but only until the end of the warranty period for the original delivery item.
- 11.0 Liability and responsibility**
- 11.1 We shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage at the Customer's expense, unless the Customer can prove that it has taken out the insurance itself.
- 11.2 Further claims of the Customer, in particular a claim for compensation for damage that has not occurred to the delivery item itself, are excluded. This exclusion of liability shall not apply in the event of intent, gross negligence on the part of the owner or executive employees, or culpable breach of material contractual obligations. In the event of culpable violation of essential contractual obligations, we shall be liable - except in cases of intent and gross negligence on the part of the owner or executive employees - only for reasonably foreseeable damage typical for the contract. Furthermore, the exclusion of liability shall not apply in cases where liability is assumed under the Product Liability Act for personal injury or property damage to privately used objects in the event of defects in the delivery item. It shall also not apply in the absence of characteristics which have been expressly warranted if the purpose of the warranty was precisely to protect the Customer against damage which did not occur to the delivery item itself. Irrespective of this, however, we shall be liable to the Customer to the extent that the existing business liability insurance provides us with compensation.
- 12.0 Assignment**
- 12.1 The Customer may not assign the claims arising directly from this contract to third parties without our express consent.
- 13.0 Final provisions**
- 13.1 These General Terms and Conditions as well as the contracts on which these conditions are based - including the form of its conclusion as well as all rights and obligations arising from it - is subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory protective provisions of the law of the state in which the client, who is a consumer, has his habitual residence, shall remain applicable
- 13.2 The place of jurisdiction is the registered office of the company, insofar as this can be agreed in a legally binding manner.
- 13.3 We will not participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the

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Status September 2023  
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VSBG in the case of a Customer who is a consumer and shall not be obliged to do so.

- 13.4 Should individual parts of the above conditions (or parts of a condition) be invalid or void, this shall not affect the validity of the remaining conditions (in the case of partial invalidity of a condition, the validity of the remaining condition content). The invalid or void conditions shall be replaced by conditions that are valid and come closest to the economic purpose intended by the invalid or void conditions.

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