

## GENERAL TERMS AND CONDITIONS for service contracts and other services

### 1.0 Execution of the services

- 1.1 The Contractor shall perform the services in accordance with the recognized maintenance methods. The Contractor shall take into account the statutory regulations, DIN and UVV regulations applicable to elevators, in particular DIN EN 13015 for the maintenance of elevators and escalators.
- 1.2 The Contractor shall deploy trained service technicians and have tools and measuring equipment available that are required to perform the services described.

### 2.0 Working hours

- 2.1 All work shall be performed within the Contractor's regular working hours. Unless otherwise agreed in the specifications, the Contractor shall perform the services Monday to Thursday between 07:00 and 17:00, and on Fridays between 07:00 and 15:30.
- 2.2 If work is carried out outside the regular working hours at the request of the Customer (Client or AG), any additional costs incurred (e.g. overtime surcharges and emergency service flat rates) shall be invoiced separately. At the time of performance, the Contractor's valid hourly rates shall apply.

### 3.0 Power restrictions

- 3.1 In the event of delays in delivery due to force majeure and due to events which make the performance owed significantly more difficult or impossible - this includes in particular labor disputes, unrest, official measures, war, failure to receive deliveries from suppliers and the like - the Contractor may adjust or interrupt its performance accordingly or interrupt.
- 3.2 Rented equipment for emergency call devices, if part of the contract, shall remain the property of the Contractor. Upon termination of the contract, the Contractor shall be entitled to remove the relevant equipment. Not included in the contract price are costs for telephone connection, changes in the telephone network and ongoing telephone charges. The Principal shall ensure the provision of an operational telephone connection in accordance with the specifications of the Contractor. In the event of disruptions to the telephone connection, the Contractor shall be released from the services affected thereby for the duration of the disruption.
- 3.3 Maintenance work which is due to force majeure or to improper handling, use or modifications of the plant(s), to overloading or to vandalism, or which is caused by changes in the building or unforeseen events, by the effects of fire, water, moisture or by overvoltage damage to electrical supply lines, shall not be covered by the contract. Furthermore, the Contractor's services do not extend to improper use of the plant, technical modifications, elimination of weak points or changes, even if these are required due to new regulations or are recommended or ordered by competent supervisory bodies.
- 3.4 The Contractor's scope of services does not include maintenance work on the power supply line.

### 4.0 Duties of the Client

- 4.1 The legal, official and trade association regulations for elevators must be observed. Compliance with them by owners, operators, property managers, instructed persons and users must be ensured by the Client.
- 4.2 The Client must ensure that in the event of malfunctions and damage, the affected system is shut down immediately and the contractor is notified without delay. If danger is imminent in the present condition, the danger zone must also be adequately secured.
- 4.3 The Client shall ensure unhindered and accident-proof access to all areas of the building for the Contractor in which the elevator systems are located. The Client shall keep all machine rooms and shaft pits free of water, stored materials and any hazardous substances.
- 4.4 Furthermore, the Client shall provide the Contractor with any requested information about the system(s). Associated documents shall be made available for inspection.
- 4.5 The Client remains the operator of the plant(s). The legal obligations incumbent on him in this capacity shall not be affected by the conclusion of a service contract.

- 4.6 The Contractor must be notified in good time of any structural changes that may impair the function of the system(s).
- 4.7 For reasons of operational safety and liability, maintenance, troubleshooting, emergency releases, maintenance and repairs to the system may only be carried out by the Contractor or a third party commissioned by it during the term of the contract. If such work is carried out by third parties without the consent of the Contractor, the Contractor shall have no warranty for the system(s) with regard to any defects resulting therefrom.

### 5.0 Components of the Contractor and data processing for maintenance and service purposes

- 5.1 During the period for which maintenance, elevator attendant, emergency call and/or other services are agreed for a system, the Contractor shall be entitled to connect additional systems for automated remote data transmission between the respective system and the IT systems of the Contractor (hereinafter "M2M components") to the system(s) of the Client maintained and/or otherwise serviced by the Contractor for such maintenance and service purposes. These M2M Components shall remain the property of the Contractor. The Contractor shall be entitled to use the M2M components to read out, store and process elevator data from the system. This shall also include in particular the remote data transmission of the elevator data of the serviced system to the IT systems of the Contractor for maintenance and/or other service purposes.
- 5.2 The exclusive right to use the data stored in the M2M components in accordance with Section 5.1 shall be vested exclusively in the Contractor. The same applies to the data collected in the system. Neither the Client nor third parties are entitled to read out and/or modify the data.
- 5.3 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 maintenance and service purposes.

### 6.0 Liability

- 6.1 The Contractor shall remedy all culpably caused damage to the system(s). The Client shall notify the Contractor of the defects without delay.
- 6.2 The Contractor shall only be liable for further damages in the event of intentional or grossly negligent breach of duty, culpable injury to life, limb or health, fraudulent concealment of defects and claims under the German Product Liability Act.
- 6.3 In such cases, however, liability shall be limited to the damage typically foreseeable at the time of the conclusion of the contract.
- 6.4 The Contractor shall be liable for personal injury and property damage up to EUR 10 million or for financial loss up to EUR 100,000 per loss event and insurance year, insofar as the existing business liability insurance provides compensation.
- 6.5 The personal liability of the Contractor's legal representatives, vicarious agents and employees for damage caused by them through slight negligence is excluded.
- 6.6 The Contractor shall not be liable if the defect is insignificant for the interests of the Client or is due to a circumstance attributable to the Client.
- 6.7 In the event of any modifications or repair work carried out by the Client, the Contractor's liability for any consequences arising therefrom shall be waived. Only in urgent cases of danger to operational safety and to prevent disproportionately large damage, in which case the Contractor must be notified immediately, or if the Contractor has allowed a deadline set for it to rectify the defect to expire, shall the Client have the right to rectify the defect itself or have it rectified by third parties and to demand reimbursement of the necessary costs from the Contractor.
- 6.8 Even after conclusion of service contracts, the conclusion of usual insurances by the Client remains necessary.

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- 6.9 If emergency call devices are provided, the Client shall be liable for loss and damage up to the amount of the current value until they are returned, unless the occurrence of the damage is beyond the Client's control; however, the Client shall always be liable for damage that is usually insurable.
- 6.10 Damage caused by overvoltage, e.g. lightning strike to emergency call devices and other electrical parts (control units, circuit boards, etc.), necessary replacement of devices or parts and necessary repairs shall be borne by the Client.
- 7.0 Remuneration**
- 7.1 Agreed contract prices are net prices. The statutory value added tax shall be charged additionally in the amount of the applicable tax rate and shown separately.
- 7.2 Basis of calculation of the contract prices:  
The price shall be calculated on the basis of the assembly wage in the Contractor's tariff area applicable at the time of the contract offer.
- 7.3 In the event of changes in the assembly wage as well as benefits equivalent to wages such as collectively agreed vacation pay, working hours, reduction of working hours, vacation time, etc., in the event of changes in travel costs as well as in the trigger rates and hardship allowances, the maintenance price may be adjusted accordingly.
- 7.4 The calculation of the maintenance price increase results from the price escalation formula for the maintenance/service area.
- 7.5 In the event of default in payment, the Contractor shall be entitled to suspend its contractual obligations. The Contractor shall not be liable for any damage during the default. The contract does not release the Contractor from his obligations as owner, operator or user of the plant, in particular from the relevant laws and regulations, e.g. the obligation to report accidents.
- 7.6 If the Client is an entrepreneur, a legal entity under public law or a special fund under public law, the Contractor shall be entitled, in particular in the event that payment deadlines are exceeded, to demand interest in the amount of 8% points above the base interest rate, subject to the assertion of further damages. For contracts with consumers, the interest rate shall be 5% points above the base interest rate.
- 8.0 Ban on offsetting**
- Offsetting shall only be permitted with undisputed or legally established claims. The Client shall only have a right of retention to the extent that it arises from the same contractual relationship. A right to refuse performance only insofar as it arises from § 320 BGB.
- 9.0 Contract duration, interruption, termination**
- 9.1 A service contract comes into force upon conclusion and is valid for the agreed term from the start of performance. It shall be tacitly extended by one year at a time if it is not terminated in writing no later than three months before the end of the current contract year.
- 9.2 The Client undertakes to notify the Contractor immediately of any changes in the use of the plant(s) and the building. Should such changes in use result in changes in the stress on the plant(s), the Contractor may demand a corresponding adjustment of the contract.
- 9.3 After technical modifications or conversions of the plant(s), the Contractor may request a corresponding amendment to the contract.
- 9.4 The right to extraordinary termination for good cause, in particular due to violations of the provisions of Section 4 (Obligations of the Client) shall remain unaffected. The termination must be made in writing.
- 9.5 In the event of decommissioning of the plant(s), the contract shall be suspended for the duration of the planned or agreed period. In order to maintain the technical operability of the plant(s), shutdown maintenance shall be carried out for the period of shutdown with a correspondingly adjusted interval and flat-rate price.
- 9.6 After completion of the shutdown maintenance and before resumption of the regular maintenance contract, an inspection of the system(s) shall be carried out by the Contractor to determine any cleaning, repair and spare parts requirements. The costs for this work shall be borne by the Client.
- 9.7 In the event of permanent decommissioning or dismantling of the plant(s), a service contract shall expire at the end of the current calendar month, provided that the Contractor has been informed by the Client in writing three months in advance.
- 10.0 Legal succession**
- The Client is obliged to inform the Contractor of any change in its legal relationships in good time so that the Contractor is in a position to conclude a successor agreement with the legal successor. This shall also apply in the event of a sale, other letting or leasing for the individual legal successor. If this information is not provided, the Client shall compensate the Contractor for the services which the Contractor provides to a legal successor on the basis of this contract.
- 11.0 Agreement of the written form**
- Amendments and supplements to this contract must be made in writing to be legally effective. Verbal collateral agreements do not exist.
- 12.0 Effectiveness**
- Should individual provisions of these terms and conditions be or become invalid or void, this shall not affect the validity of the remaining terms and conditions.
- 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 shall be the registered office of the contractor, insofar as this can be agreed upon in a legally binding manner.
- 13.3 The contractor shall not participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the VSBG in the case of a Client who is a consumer and is not 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.