

## General Conditions of Purchase

### 1.0 Scope

1.1 These General Terms and Conditions of Purchase apply equally to all orders/contracts of Hans Lutz Maschinenfabrik GmbH, Hans Lutz Kundendienst GmbH, Lutz Aufzüge Berlin GmbH and Lutz Aufzüge GmbH ("ordering company")

1.2 They apply exclusively. We do not recognise any terms and conditions of the supplier/contractor that conflict with or deviate from these General Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. These General Terms and Conditions of Purchase shall also apply if we accept the delivery/service without reservation in the knowledge of terms and conditions of the supplier/contractor that conflict with or deviate from these General Terms and Conditions of Purchase.

1.3 These General Terms and Conditions of Purchase, in their current version in each case, shall also apply to our future orders and contracts with the supplier/contractor, irrespective of whether they are expressly mentioned or agreed again in the process.

### 2.0 Orders/contracts

2.1 Only orders/contracts placed in writing are valid.

2.2 Orders/contracts are to be confirmed in writing immediately; the order confirmation must be received by the ordering company from the supplier/contractor no later than 10 days after the order date, or a rejection must be made. The order/contract shall be deemed accepted/issued if not objected to by the supplier/contractor within 10 days. If the desired delivery date cannot be met, the supplier/contractor must notify us immediately in writing by email. In this case, the ordering company may accept the change in the delivery date or withdraw from the delivery without any claims being made against the ordering company as a result.

2.3 Offers, drafts, plans, cost estimates etc. shall only be remunerated by us if we have agreed such remuneration with the supplier/contractor in writing in advance.

### 3.0 Prices, terms of payment

3.1 The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "to your door", including packaging. The return of the packaging requires special agreement.

3.2 Prices are inclusive of statutory value added tax. It shall be shown separately in the invoice at the statutory rate on the day of invoicing.

3.3 We can only process invoices if they are consistent in terms of content and form - in accordance with the specifications in our order - and the order number/customer reference shown therein is stated; the supplier/contractor is responsible for all consequences arising due to non-compliance with this obligation, unless they can prove that they are not responsible for them.

3.4 We shall make payments within 14 days, less 3% discount, or within 30 days net, calculated from complete, contractual and defect-free delivery or performance and after receipt of an invoice in accordance with our specifications.

3.5 The supplier/contractor is not entitled to assign claims arising from a contractual relationship with us to third parties without our prior written consent.

3.6 The supplier's/contractor's right of set-off and their right of retention are limited to claims that are undisputed by us or have been legally established.

### 4.0 Delivery/performance dates - delay

4.1 The supplier/contractor bears the procurement risk for the ordered delivery items/services.

4.2 Agreed delivery and performance dates are binding and must be met without fail. In case of doubt, the delivery/performance date stated in the order shall be deemed binding if not contradicted. Decisive for compliance with the delivery date or a delivery deadline is the receipt of the goods/receipt

of the service at the place of receipt or place of use specified by us or the timeliness of the successful acceptance.

4.3 The supplier/contractor is obliged to inform us in writing without delay if circumstances arise or become apparent which indicate that the stipulated delivery/performance time cannot be met. If timely information is not provided and this results in avoidable disadvantages or costs for the ordering company, the ordering company is entitled to charge this to the supplier/contractor. In doing so, the ordering company will fulfil its obligation to mitigate damages.

### 5.0 Quality and defect notification

5.1 The supplier/contractor shall comply with the recognised rules of technology, the relevant safety regulations, the applicable laws and the agreed technical data for its deliveries and/or services, which shall apply at the place of business of the ordering company, unless another place is specified by us.

5.2 Changes to the delivery item or service always and without exception require our prior written consent. This also applies to product updates.

### 6.0 Special conditions for purchase contracts

6.1 Unless otherwise agreed in writing, delivery shall be made free to the customer's address. The transfer of risk shall take place at the place of business of the ordering company, insofar as no other place of receipt has been named by us.

6.2 The supplier is obliged to state our exact order number on all shipping documents and delivery notes; in case of failure do so, we shall not be responsible for any delays in processing. In addition, each order item must be shown individually on the shipping documents and delivery notes and must be provided with information on the number of items, description of the goods, weight, dimensions and, if applicable, our item number and the order number.

6.3 The return of the signed delivery note by us shall in each case be subject to correct quantity and quality information.

6.4 The supplier warrants that the products, machines, apparatus, etc. to be supplied by them comply with the provisions of the Equipment Safety Act as well as with the other relevant protective provisions and regulations, depending on the intended use.

6.5 The goods, equipment, etc. to be delivered must comply with the order specifications in terms of quality and design. The supplier guarantees that their deliveries comply with the specifications given by us. The provisions of the German Civil Code (BGB) shall apply exclusively to warranty claims and their assertion. Unless otherwise agreed, the warranty period shall in all cases be 36 months, calculated from the transfer of risk. A limitation period of 5 years + 2 months applies to products which have been used for a building in accordance with their customary use and which cause the building to be defective.

6.6 Sections 377 and 378 of the German Commercial Code (HGB) shall apply in such a way that any notices of defects shall still be in time if we have notified them to the supplier within ten working days from the day of delivery and, in the case of hidden defects, within ten working days from the day of their discovery. An incoming goods inspection shall only take place with regard to externally recognisable transport or packaging damage and externally recognisable deviations in identity and quantity. In this respect, the supplier waives the objection of delayed notification of defects. The timely dispatch of the notice of defects shall be sufficient to comply with the time limit.

6.7 In the case of goods for which the defect can only be detected during processing and/or installation, the notice of defect shall still be deemed to have been given in good time if it is given within one week of the defect being detected.

Hans Lutz Maschinenfabrik  
GmbH  
Hans Lutz Kundendienst  
GmbH  
Gutenbergstraße 19  
21465 Reinbek

Lutz Aufzüge Berlin GmbH  
Plantagenstraße 6  
12169 Berlin

[www.lutz-aufzuege.de](http://www.lutz-aufzuege.de)

6.8 Any payment of the purchase price made prior to the discovery of defects shall not constitute an acknowledgment that the delivery/service is free of defects and has been delivered in accordance with the instructions.

6.9 The costs of returns, replacement deliveries, rectification measures etc. resulting from justified notices of defects shall be borne by the supplier in all cases.

6.10 If the documents relating to the purchasing transactions (e.g. delivery notes, invoices) do not comply with the specifications of these General Terms and Conditions of Purchase, any costs arising therefrom shall be borne by the Supplier. In this case, the ordering company is entitled to claim at least 25 euros per order.

#### **7.0 Special conditions for contracts for work and services**

7.1 If there are ambiguities, planning errors or incorrect information that could lead to additional claims, or if work and services that are part of the complete and contractual production of the work are not specifically described, designated and calculated, the contractor must inform us of this before the conclusion of the contract. If they fail to give such notice, they shall not be entitled to any remuneration for the additional costs or additional services concerned. All other additional services shall also only be remunerated by us to the extent that we have expressly commissioned them prior to their execution.

7.2 For the calculation of services on an hourly wage basis, only the assembly reports signed by us or by our agents with details of the time spent, the materials and the use of equipment shall be authoritative. Unless otherwise agreed, only the hourly rates stated in the Contractor's quotation shall apply to invoicing.

7.3 The agreed prices are fixed prices without regard to the Contractor's cost situation and include everything that is necessary for the complete and contractual performance of the owed service.

7.4 Before commencing work, the contractor shall satisfy themselves that all the conditions necessary for the performance of their work have been met, in particular that any work preceding their work has been carried out properly and in accordance with its purpose, so that possible damaging effects on the services to be performed by them and on our property are avoided. The contractor shall notify us in writing of any concerns.

#### **8.0 Mixed-type contracts**

The above "Special Conditions" for contracts of sale or contracts for work and services are not mutually exclusive. Rather, they shall apply to each other in a complementary manner, depending on whether and to what extent the contract resulting from our order or our commission contains elements of sales and works contract law. This applies in particular to contracts for work and materials.

#### **9.0 Product liability, indemnification, liability insurance cover**

9.1 Insofar as the supplier/contractor is responsible for product damage, they shall be obliged to indemnify us against claims for damages by third parties on first demand insofar as the cause lies within their sphere of control and organisation and they are liable in relation to third parties.

9.2 Within the scope of its liability for cases of damage within the meaning of the above paragraph, the supplier/contractor shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) as well as pursuant to Sections 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with a recall action carried out by us. We will inform the supplier/contractor about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give them the opportunity to comment. Other statutory claims shall remain unaffected.

9.3 The supplier/contractor undertakes to maintain product liability insurance with a sum insured of 5 million euros per

personal injury/property damage - lump sum; if we are entitled to further claims for damages, these shall remain unaffected.

9.4 The above paragraphs apply with regard to the violation of domestic as well as foreign product liability rules.

#### **10.0 Retention of title - industrial property rights/trade secrets**

10.1 We reserve ownership and property rights to illustrations, drawings, calculations, samples and other documents and objects provided by us for the preparation of an offer; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after completion of the order they are to be returned to us without being requested to do so. They must be kept secret from third parties.

10.2 Insofar as we provide parts to the supplier, we reserve ownership of these. Processing or transformation by the supplier/contractor shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

10.3 If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier/contractor shall hold the sole ownership or co-ownership in safe custody for us.

10.4 We retain ownership of tools; the supplier/contractor is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at their own expense. At the same time, the supplier/contractor hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier/contractor is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in good time at their own expense. They shall notify us immediately of any malfunctions; if they culpably fail to do so, claims for damages shall remain unaffected.

10.5 The supplier/contractor is obliged to treat all commercial and technical information which is not in the public domain and which becomes known to it through the business relationship as a trade secret and not to pass it on to third parties, unless the supplier/contractor can prove that this information was already known to it or was subsequently made available to it by a third party authorised to do so or that it was or becomes generally known without the supplier being responsible for this.

10.6 The duty of confidentiality shall survive the termination of the contract.

10.7 Insofar as the supplier/contractor engages third parties to fulfil its obligation, it must ensure that these are also obliged to the extent of these General Terms and Conditions of Purchase.

10.8 The supplier/contractor shall be liable for claims arising from the infringement of property rights in the contractual use of the delivery item.

#### **11.0 Data protection**

The supplier/contractor declares that they are informed about and agree to the fact that all data concerning them and relevant to the business relationship - including personal data - are stored within the scope of our electronic data processing.

#### **12.0 Business ethics**

12.1 The ordering companies share the same values. Reliability and honesty, credibility and integrity. These values

determined our behaviour in the past and shape our company now and in the future. The Code of Conduct reflects these values. You can find information on this under

[www.lutz-aufzuege.de/unternehmen/code-of-conduct-1/](http://www.lutz-aufzuege.de/unternehmen/code-of-conduct-1/)

12.2 We also expect our suppliers/contractors to behave ethically and lawfully in accordance with the following minimum standards:

12.2.1 Suppliers/contractors shall observe the ILO minimum requirements, in particular

- The prohibition of forced labour (No. 105)
- The prohibition of discrimination (No. 111)
- The minimum age for starting employment (No. 138)
- The prohibition of child labour (No. 182)
- The right to freedom of association and the right to collective bargaining (No. 98)
- Equal pay for women and men for equal work (No. 100)

12.2.2 Suppliers/contractors shall observe relevant legal regulations that apply to the employment of employees and actively ensure that undeclared work and illegal employment are prevented. In addition, the personal rights, safety and health of suppliers/contractors are respected and the treatment of employees is characterised by fairness and respect and is free of discrimination.

12.2.3 The employees of the suppliers/contractors shall be remunerated in accordance with the law and fairly in accordance with the generally applicable minimum wages or, where applicable, collectively agreed contracts. It goes without saying that the minimum labour standards are complied with.

12.2.4 Suppliers/contractors, for their part, shall ensure that the minimum standards referred to in this section are also complied with by their suppliers or subcontractors.

12.3 In the event of non-compliance with these minimum standards, the ordering company shall be entitled to terminate the cooperation with the suppliers/contractors with immediate effect and, in addition, to claim compensation for any damage incurred by the ordering company as a result of such non-compliance.

### **13.0 Final provisions**

13.1 Verbal agreements, supplements, amendments to these General Terms and Conditions or contracts underlying our orders/contracts require our written confirmation to become effective.

13.2 Insofar as written form is required in these terms and conditions, text form within the meaning of § 126 b BGB (German Civil Code) shall suffice

13.3 The contracts concluded between us and the supplier/contractor shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13.4 Unless otherwise agreed in writing, the place of performance for services resulting from our orders or contracts is the registered office of the ordering company.

13.5 The place of jurisdiction for all disputes arising from the purchase contracts concluded between us and the supplier/contractor, including claims arising from bills of exchange and cheques, is the registered office of the ordering company. If the supplier(/contractor) is not a merchant, this agreement on the place of jurisdiction shall nevertheless apply if the supplier's/contractor's place of residence or habitual abode is unknown at the time the action is brought. However, we are entitled to bring an action against the supplier/contractor at their general place of jurisdiction.

13.6 We will not participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the Act on Alternative Dispute Resolution in Consumer Matters (VSBG) and are not obliged to do so.

13.7 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 event of partial invalidity of a condition, the validity of the remaining condition content). The invalid or void terms and conditions shall be replaced by terms and conditions which are valid and

which come as close as possible to the economic purpose intended by the invalid or void terms and conditions.

*In case of discrepancy between English and German version of the General Terms and Conditions of Purchase, the German version shall prevail, even if the correspondence / communications held under the order/contract is in English language only.*