

## 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 S.A, mentioned in this text hereafter as the "supplier".

2. Terms and conditions included in special agreements, especially in the distributorship agreement supercede 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 trade marks 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 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.

3.2 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.

After the order is completely manufactured by the supplier, it can only be stored in the supplier's warehouse facilities on behalf of the ordering party for no more than 30 days from the ex-works delivery date agreed between the two parties. After the 30-days period expires, the supplier reserves the right to dismantle the material of the unsettled order and use them according to will while still being entitled to payment of the proforma invoice or invoice by the ordering party.

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 cede.

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 or if notice of shipment has been given by the supplier to the ordering party. If delivery of the goods has to be taken by the ordering party, the date of order acceptance shall be the decisive date, unless the ordering party refuses to take delivery, provided the refusal is justified, as judged by the supplier. In case of unjustified refusal on behalf of the ordering party to take delivery, the date of notification of the readiness to take delivery shall be the decisive date.

4. 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.).

In case of unjustified refusal on behalf of the ordering party to take delivery of the already shipped order, the costs incurred as a result of the delay shall be invoiced to the ordering party 30 days after notification of the readiness for shipment and/or readiness for delivery-taking onwards.

5. If non-observance of the terms of delivery is due to force majeure, acts of God, fires, strikes, acts of war 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 warranty 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 warranty 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 upon agreement with the supplier. If this is not the case, the supplier shall be indemnified against liability for any consequences resulting there from. 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 reasonable, pre-agreed between the two parties costs of removal and installation incurred by rework or substitute delivery if the ordering party's claim has proved to be justified and accepted by the supplier. If this can be requested equitably depending on the respective situation, the supplier shall, if applicable and agreed, also bear the costs of placing one of its fitters as well as assistants at the ordering party's disposal.

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 use, faulty installation and/or improper or faulty or non compliant with the supplier's instructions shipping/commissioning by the ordering party or third parties, natural wear and tear, faulty or negligent treatment, improper or negligent maintenance, unsuitable supplies, defective construction work, faulty or improperly constructed or non 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 – unless the supplier is responsible for such circumstances. To be more precise, the following cases are not subject to any guarantee granted by the supplier:

- 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.
- Ram sealing elements, oils and car sling guidance elements.
- Wears due to inappropriate lift installation or installation of any mechanical or electrical lift parts by unauthorized by the company personnel as stated in the product manuals provided by the supplier.
- Wears due to the supply of the mains current electrical network, weather conditions (i.e. floods, thunders etc) or any other destructive external causes.
- Car parts or wooden parts subject to: moisture or rain or extremely humid environment or being installed within a 300m range from sea.
- Stainless steel door and car panels after their protective plastic cover has been removed.
- Any lift material provided as trading goods by Kleemann S.A., for which the applicable guarantee periods are those provided by the respective manufacturers exclusively. 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. Unless none of the above stated cases of no guarantee provision is valid, the supplier guarantees for the good operation of its lift components for the following periods of years starting from the date of the invoice issuing respectively:

- *Hydraulic lift unit:*
  - Ram: two (2) years,
  - Power unit (with the exception of the motor winding): two (2) years,
  - Hydraulic pressure rubber hose: two (2) years
  - Car sling, sheaves, guide brackets, cylinder brackets and shaft steelwork provided: two (2) years
  - Motor windings and coils of the valves block: two (2) years (only as long as the lift controller and hydraulic oil used have been supplied by the supplier; otherwise no guarantee is granted)
- *Lift controller and shaft electrical wiring: two (2) years*
- *Car:*
  - Steel sheet and mechanical parts: two (2) years,
  - Parts made of wood, MDF and plastic laminate: two (2) years
  - Floor construction: two (2) years
- *Automatic doors:*
  - Steel sheet, electrical and electronic parts: two (2) years
  - Rollers and wire ropes: two (2) years
- *Electric (traction) lift parts:*
  - Machine, motor, traction sheaves (with the exception of the motor and break winding): two (2) years (the same guarantee period is valid for the motor and break winding provided that the lift controller used has been supplied by the supplier as well)
  - Lift safety components (over speed governor, hydraulic buffers, diversion sheaves, safety gear): two (2) years
- *Car sling, counterweight sling, machine base and mechanical parts: two (2) years,*

During the respective above stated guarantee periods, 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.

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.

7. 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.

8. The guarantee shall apply in favour of the first/initial installer.

#### Defects in Title

8. 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.

9. 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):

- if the ordering party has promptly notified the supplier of any violations of property rights or copyrights which may have been asserted;
- 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;
- 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

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 intent;
- in case of gross negligence by the owner/ executive bodies or executive staff;
- in case of a negligent personal injury, physical damage or damage to somebody's health;
- in case of 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.

#### 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

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 (§§ 69 a et seq. Copy Right Act). 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-licences.

#### 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.