

Sales, Delivery and Payment Conditions
of
abs Sicherheitstechnik Vertriebs- und Service GmbH

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(hereinafter "**abs**")

abs produces mechanical and electrical components, as well as accessories, for fire protection closures in barriers in track-bound conveyance systems (known as conveyance system closures / CSC) in accordance with the applicable usability certification, as well as applications for special solutions.

1. Scope

The following Sales, Delivery and Payment Conditions (abbreviated as GTC) apply to all consulting services and information, to contracts and deliveries, as well as to all other services and future business relationships, and are a constituent of every agreement made between **abs** and the purchaser or contractual partners of **abs**.

Any general terms and conditions of the purchaser will only apply if **abs** has explicitly given its agreement to these in writing.

2. Quotations

- a.) **abs** reserves its unrestricted rights of ownership and copyright exploitation rights to estimates, drawings and other documents. The documents etc. may only be made accessible to third parties after the prior approval of **abs** and, if no order is given to the **abs**, must be returned to **abs** on request without delay.
- b.) All the prices that **abs** includes in quotations are net prices ex VAT.
- c.) The current VAT rate for Germany will be given at the end of quotations for an installation or delivery location within Germany.

The tax rates of the EU or the relevant country of the delivery location will apply to quotations for installation or delivery locations outside Germany. These rates will also be presented at the end of the quotation.

- d.) Quotations are non-binding and **abs** will adhere to these for six (6) weeks calculated from the date of the quotation, if no differing period is specified in the quotation.
After the expiry of this period quotations will cease to be valid.

3. Contracts

- a.) The contents of a contract are contained exclusively in the written order confirmation of **abs**. Amendments to contracts will only be valid on written confirmation by **abs**.
- b.) Consequently, the dimensions stated for objects as given in the order confirmation apply, which will have been explicitly confirmed by the customer in advance.
- c.) The same applies to material properties.
- d.) After **abs** has sent the order confirmation, the purchaser must check it for completeness and accuracy without delay.

- e.) The purchaser's duty to check includes technical or product-specific disclosures such as dimensions, colour(s) and material property (or properties), as well as assembly (or assemblies), delivery date(s), deadlines, execution/delivery address(es). Any retrospective amendment requested for the preceding points may lead to additional costs in the event of delayed feedback from the purchaser.
- f.) All products/services that are not included in the order confirmation will not be delivered/not be installed. However, if these are necessary and if the purchaser provides their written agreement, these will be retrospectively delivered/installed and invoiced separately.
- g.) The purchaser may only offset receivables that are undisputed or have been legally established.

4. Payment

- a.) If nothing to the contrary is agreed in writing in the quotation, the following terms of payment apply:

Payable within thirty (30) days of the invoice date net without deductions:

30% prepayment, 65% can be divided in at least 5% steps according to the progress of production / delivery / assembly (maximum 1 partial invoice per month), 5% after acceptance by our client or expert acceptance.

- b.) Payments must be made to the bank accounts specified on the order confirmation.
- c.) Custom-produced, provided and/or delivered components, as well as assembly services that have already been provided, will be invoiced regardless of the method of payment detailed above, if the agreed delivery or production date/assembly is delayed on grounds for which **abs** is not responsible.
- d.) The following terms of payment apply to assembly, service and emergency assignments, provided nothing the contrary is agreed in writing in the quotation.

Payable within ten (10) days of the invoice date net without deductions

- e.) In the event of any attachments or other third-party intervention the customer is obliged to notify **abs** without delay.

5. Delivery/deadlines

- a.) Compliance with deadlines for deliveries requires the punctual receipt of all documents to be provided by the purchaser, any authorisation necessary, and approvals, in particular of plans, as well as compliance with agreed terms of payment and other obligations by the purchaser.

If these conditions are not met punctually, terms will extend accordingly. This does not apply if **abs** is responsible for the delay.

- b.) If non-compliance with deadlines is attributable to force majeure or to a non-punctual orderly delivery to **abs**, the deadlines will be appropriately extended.
- c.) The delivery address given in the order confirmation is binding for **abs**.
- d.) Reliable shipping of the ordered merchandise will be ensured by a shipping provider or carrier commissioned by **abs**. **abs** cannot be held liable for any delays caused by circumstances culpably caused by the shipping provider or carrier.
- e.) If a special type of transport or transport insurance is required, this must also be specified by the customer on placing the order. Such services will be invoiced separately, if applicable.

6. Transfer of risks

- a.) Risks transfer to the purchaser as follows:
- On delivery without installation or assembly, if preparation has been made for shipping or collection. At the request and cost of the purchaser the delivery will be insured against usual transport risks by the supplier.
 - On delivery with installation or assembly.
- b.) If shipping, the delivery, the commencement, the conduct of the installation or assembly, the acceptance at the purchaser's business or the test run are delayed on grounds for which the purchaser is responsible, or the purchaser falls into delays in acceptance for other reasons, risks will transfer to the purchaser.
- c.) In the event of force majeure or other extraordinary circumstances for which **abs** is not responsible, such as strikes, lock outs, operational disruptions, delays in the delivery of input materials etc., the agreed delivery deadlines will be appropriately extended regardless of whether these impairments occur at **abs** or at an upstream supplier. Such circumstances will also not be the responsibility of **abs** if **abs** has already fallen into a delay. In such cases the purchaser cannot assert any claims to compensation due to delays.
- d.) **abs** is entitled to provide reasonable part deliveries.

7. Retention of title

- a.) The merchandise remains the property of **abs** until the complete payment of all claims that **abs** has against the purchaser resulting from the business relationship. This also applies to part deliveries and part-delivery quantities.

The purchaser is obliged to avoid any adverse effects on the merchandise as long as it is still the property of **abs**. The purchaser must bear any costs incurred as a result.

- b.) In the event of a breach of contract by the purchaser, **abs** is entitled to take back the item purchased.
- c.) In the event of any resale of delivered merchandise that is subject to retention of title the entire proceeds or the full purchase price receivable will pass to **abs**.
- d.) In the event of any mixing of the item with other objects that are not the property of **abs**, **abs** acquires co-ownership to the new item in relationship of the value of the item purchased to the other item at the point in time of mixing. If the purchaser's item is deemed to be the main item, the customer must transfer pro rata ownership to **abs**.

8. Instructions for use / Approval regulations

- a.) Instructions for use can be viewed on the abs website. The requirements stated there must be complied with.

- b.) Legal requirements oblige **abs** as the manufacturer of track-bound/pneumatic conveyance system closures and the operator of plant in Germany to refer to the following requirements:

Duty to provide information/acceptance inspection/periodic maintenance intervals:

Legal requirements oblige the operator to have an acceptance inspection carried out by an expert after the operations-ready installation of the conveyance system closure. This acceptance must be arranged by the installation contractor of the conveyance system closure. The operator is obliged to keep the plant functional at all times, as well as to arrange at least one monthly functional check, as well as an annual inspection, and to maintain the plant in accordance with its conditions of use. In the event of heavy soiling/dust formation etc. regular cleaning work and more frequent functional checks must be carried out in order to guarantee functional safety. In order to meet these requirements **abs** offers maintenance agreements on request. The inspections and the maintenance work described above are pre-conditions for approval. If these conditions are not met, the plant will be deemed to be non-approved and in the event of any damage this may lead to serious legal disadvantages.

9. Acceptance/Handover/Installation/Assembly

- a.) As a result of the requirements detailed above, within the scope of the duty to provide information **abs** will include a corresponding item in the quotation and **abs** must be commissioned in this respect. In this item **abs** will take care of and settle the entire expert check/acceptance, which, however, applies only to assembly locations in Germany.
- b.) If nothing is agreed to the contrary in writing, the following provisions apply:

The purchaser must at its cost assume and provide the following in good time:

- all earth-moving and construction work and other ancillary services not specific to the trade, including the necessary specialists and auxiliary staff, construction materials and tools,
- the materials and substances required for the assembly and commissioning,
- energy and water to the place of use including connections, heating and lighting,
- sufficiently large, suitable, dry and lockable rooms at the assembly site to store machinery parts, repairs, materials tools etc.

- c.) The customer must provide information about country-specific inspections, acceptance and checks in the quotation phase. **abs** must be paid separately for any clarification meetings and appointments that are necessary.
- d.) In general, the purchaser is obliged to accept all deliveries and services that it commissions from **abs**. These will be carried out as per the order, measurement sheet and/or additional reports signed by the customer for documented work. If a formal acceptance has been agreed, this will be carried out either after the completion of an expert acceptance (experts' report) and/or by means of a project or handover report drawn up by **abs**.
- e.) The purchaser cannot refuse the acceptance of deliveries due to minor defects.

10. Material defects

abs shall be liable for material defects as follows:

- a.) All those parts or services that demonstrate a material defect will at the choice of **abs** be rectified free of charge, redelivered or provided once again, provided the cause already existed at the point in time of the transfer of risks.

- b.) Claims to supplementary performance become time-barred twelve (12) months after the commencement of the statutory limitation period. The same applies to withdrawal and reduction. This period does not apply if the law as per sections 1) 2 (Buildings and items for buildings), 479 (1) (Right of recourse) and 634a (1) 2 (Construction defects) BGB stipulates longer periods, in the event of intent, fraudulent concealment of the defect, as well as in the event of non-compliance with a guarantee of properties and condition. The statutory regulations with regard to expiry suspension, suspension and the recommencement of the periods remain unaffected.
- c.) Claims to defects of the purchaser must be made in writing without delay.
- d.) In the event of defect complaints payments of the purchaser may be withheld at a scope in an appropriate relationship with the material defect that has occurred. The purchaser may only withhold payments if there are no doubts about the justification of the defect complaint that has been asserted. The purchaser will have no right to withhold payment if its claims to defects have become time-barred.

If a defect complaint is made unjustifiably, **abs** will be entitled to demand reimbursement of the costs it has incurred from the purchaser.

- e.) **abs** must be granted an opportunity to provide supplementary performance within an appropriate deadline.
- f.) If supplementary performance fails the purchaser may – notwithstanding any claims to compensation – withdraw from the agreement or reduce the payment.
- g.) No claims to defects may be made in the event of only minor deviation from the agreed properties and condition, in the event of only minor impairment or usability, in the event of natural wear and tear or damage that occurs after the transfer of risks as a result of faulty or negligent treatment, excessive load, unsuitable operating material, defective construction work, unsuitable construction land, or that occur as a result of special external influences that are not preconditions in accordance with the agreement, as well as in the event of non-reproducible software errors. If improper amendments are or maintenance work is carried out by the purchaser or by third parties, no claims for defects may be made for these or the resulting consequences.
- h.) Any further claims of the purchaser due to a material defect are excluded. This does not apply in the event of the fraudulent concealment of a defect, non-compliance with a guarantee of properties and conditions, death, personal injury or injury to health, or an intentional or grossly negligent breach of the duties of care of **abs**. Any amendment of the burden of proof to the purchaser's disadvantage is not associated with the preceding regulations.

11. Warranty

- a.) Furthermore, **abs** grants a warranty for mechanics and electronics. Parts subject to wear, soiled warning devices and batteries, as well as operator errors and unauthorised modifications to components, are excluded from the warranty. No warranty will be granted in the event of external assembly (i.e. if acceptance is not carried out by **abs** representatives).

The warranty period is two years from commissioning.

- b.) On conclusion of an **abs** maintenance agreement the warranty period for the mechanical and electrical scope of supply will extend to five years.
- c.) The pre-condition for asserting warranty claims is compliance with the assembly and operating instructions of **abs**, as well as the **abs** inspection and maintenance regulations, which must be documented in the inspection and maintenance book.

12. Other claims to compensation

- a.) If nothing to the contrary is regulated, claims to compensation made by the purchaser, regardless of the legal basis, in particular due to breaches of contractual obligations and from unlawful acts, are excluded.
- b.) This does not apply if there is any liability as follows:
- in accordance with the German Product Liability Act ("Produkthaftungsgesetz")
 - for intent
 - for the gross negligence of owners, legal representatives or executives
 - for fraudulent intent
 - for non-compliance with a warranty that has been assumed
 - due to the culpable causation of death, personal injury or injury to health, or
 - due to the culpable breach of material contractual obligations.

However, compensation for a breach of material contractual obligations is limited to the foreseeable loss typical for the contract, if none of the preceding cases applies.

- c.) Any amendment of the burden of proof to the purchaser's disadvantage is not associated with the preceding regulations.
- d.) **abs** will not accept any liability for indirect losses, such as lost profit, loss of interest, financial losses, third party claims or additional work expenses/wage costs. **abs** will also not accept any liability if software or data on data storage media is lost and must be restored.

13. Data Protection

abs stores and processes the following data related to prospects/purchasers:

Address and contact details of the company, as well as all relevant employees in the course of existing business relationships, data about projects and completed acceptances.

abs reserves the right to obtain a credit check about a service provider, and company information about prospects/customers, and to store this data. The purpose here is exclusively the protection of **abs**, and establishing the solvency of prospects/customers and of their affiliated companies before accepting and carrying out an order.

14. Software/Documentation

- a.) The customer will be granted a non-exclusive and non-transferable right of use for internal use to **abs** in-house software for control systems and the accompanying documents, as well as to subsequent supplements. All other rights to the software and documentation, including to make copies and subsequent supplements, remain with **abs**. The customer must ensure that this software and these documents are not made accessible to third parties with the prior agreement of **abs**. Copies may generally be made solely for archiving purposes as substitutes or for troubleshooting. The transfer of source software requires a separate written agreement. If nothing is agreed to the contrary the right of use is deemed to be issued on commissioning/delivery of the system(s), documentation and subsequent supplements. No amendments to the programs are permissible. If programs amended by customers or by third parties are used, **abs** will not be liable for any losses caused, including for any consequential losses that may be caused by **abs** control systems.

- b.) The purchaser is informed that according to the current state of technical development errors in software programs cannot be fully ruled out. **abs** assumes a warranty that the software essentially functions in accordance with the description in the documentation or the specifications in the approval. Furthermore, **abs** warrants neither for certain properties of the software programs nor for their suitability for customer purposes or customer needs. The software that runs in the **abs** control systems is intended exclusively for the approval-compliant function with all safety-relevant properties. **abs** is not liable for restoring data unless **abs** caused the loss or irrevocable destruction of this data due to negligence or intent.

15. Severability clause

Should any provisions of these conditions be ineffective or void in full or in part, or become ineffective or void as a result of changed legal circumstances, or in any other manner, the Parties agree that the other provisions of this agreement are unaffected and remain valid, as long as adherence to the agreement would not cause undue hardship.

16. Court of jurisdiction

The exclusive court of jurisdiction for all legal disputes resulting from these GTC is Mainz. German law applies exclusively under the exclusion of standards that refer to other law.

Mainz, October 2022