Article 1 Scope of application and contract terms

1.1 These general terms and conditions apply to contracts (also referred to as order confirmations or agreements) between the contractee and the SR-SCHINDLER MaschinenAnlagentechnik GmbH, also SR SCHINDLER, also referred to as the contracting parties. Contracts in the negotiating phase as well as quotations, which SR SCHINDLER submits to the employer, are also included in the general terms and conditions.

1.2 SR SCHINDLER explicitly excludes purchasing and tender terms or other general terms and conditions of the employer. Deviations of these general terms and conditions by the client are only binding if SR SCHINDLER has explicitly consented to this in writing.

Article 2 Offers and offer documents

2.1 The offers by SR SCHINDLER are, if not described otherwise in the offer, non-binding and unshareable.

2.2 SR SCHINDLER reserves the ownership or copyright of all of their submitted quotations and estimates of cost as well as drawings, pictures, calculations, brochures, catalogues, models, tools and other documents and resources made available to the employer. The employer may not share these objects without the express consent of SR SCHINDLER with third parties, publicize them, use them themselves or through third parties or reproduce them. If SR SCHINDLER so desires, the employer must also completely return these objects or copies that may have been made, or destroy these, if they are not needed any more during standard negotiations or if negotiations will not lead to the completion of a contract.

2.3 Details by SR SCHINDLER in pictures, catalogues, brochures, drawings as well as measurements and weight data, capacity data, yield data and other details that SR Schindler makes available are only then binding for SR SCHINDLER if they are clearly noted in the contract as guaranteed quality features.

2.4 The SR SCHINDLER facilities adhere to German law, while adhering to German standards, the rules of the Association for Electrical, Electronic & Information Technologies as well as German accident prevention regulations, valid from the point in time of the completion of the contract. Divergent or additional measures due to foreign standards or laws such as, for example, [illegible] noted by the employer and SR SCHINDLER is to be compensated for these separately. Should the employer not inform SR SCHINDLER of the standards and laws applicable, such as security and safety regulations, at the point of destination, thus leading to violations of applicable standards and laws at the point of destination and SR SCHINDLER is [illegible] accountable, the employer frees SR SCHINDLER of these claims; this exemption does also include prosecution costs.

Article 3 Contract

3.1 If the contract is concluded in written, SR SCHINDLER is only then bound after and when SR SCHINDLER has confirmed the contract in written form. The contents of the contract are exclusively determined by this order confirmation.

3.2 The written order confirmation is solely responsible for the legal relations between SR SCHINDLER and the employer according to number 3.1 including these general terms and conditions. The order confirmation completely reiterates all accords between the contract parties regarding the contents of the contract.
Oral agreements, submitted quotations and agreements made before completion of this contract are legally non-binding. Oral agreements of the contract parties are replaced by the written contract if it is not made clear on both sides that these are further binding. 3.3 Excess work or reduction of work are referred to as changes regarding the size and/or the property of that which was agreed upon completion of the contract.

Article 4 Drawings and descriptions

4.1

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has informed the party of the acceptance to occur. The employer may not decline the acceptance of goods if there are no substantial defects.

8.5. If sending is delayed or does not occur due to

risk is transferred to the employer on the day of readiness of shipping. SR SCHINDLER is obliged to take out the HDFK WKH

u) Supplying a German or English-speaking interpreter with technical knowledge, should no German or English-speaking personnel be present.
v) Grounding and illumination of the entire facility.

9.3 Start-up and test run

9.3.1 Start-up and test run occur in two parts: 9.3.1.1 Cold start-

conflicts, commissioning and any other services will be delayed accordingly. At least a time frame by which the completion of the facility and/or the execution of the services delayed by the event is considered an appropriate delay. The assumption of costs arising from such delays is to be handled amicably between the employer and SR SCHINDLER.

9.7.2 Should the assembly, commissioning, schooling or test run as well as the acceptance be interrupted due

are not force majeure in any case, all additional costs including the travel expenses will be billed to the employer.

Article 10 Reservation of ownership

10.1 SR SCHINDLER reserves the ownership of the items to be delivered or the facility respectively until all payments contained in the order confirmation have been made.

10.2 SR SCHINDLER has the right to take out an insurance at the cost of the employer for theft, breach, fire and water damages or any other damages if the employer himself has not explicitly taken out such an insurance.

10.3

12.2.5 The demands only stand when:
a) The employer immediately informs SR SCHINDLER of the applicable violations of property rights and copyrights,
b) The employer assists SR SCHINDLER in an appropriate scope in the defense of the alleged demands or makes it possible for SR SCHINDLER to complete the modification procedures according to article 12.2.1,
c) SR SCHINDLER reserves the right to all defensive measures including settlements out of court,
d) the delivery item was not changed on demand of the employer and the violation of rights was not caused by the employer producing the delivery item unilaterally or in using it in a way not negotiated in the contract.

12.3 Claims of the employer regarding faults becomeract.

of termination in accordance with article 14.3, the price agreed upon as far no other reprieve has previously occurred - and the saved costs by SR SCHINDLER due to said delay are due immediately, the deductions already paid excluded. Furthermore, the employer is obligated to pay the previously mentioned amount and accept all items included in this, otherwise SR SCHINDLER is allowed to store these at his expense.

14.5 The employer is not entitled to retroactively demand the termination of the contract.

14.6 After a potential termination or in the event of negligence of the contract occurring for any reason, these general terms and conditions remain in effect,