

## **General KONE Purchasing conditions**

### **1. Validity**

We order exclusively on the basis of KONE's General Terms and Conditions of Purchase. These terms and conditions also apply even when provisions contrary to these terms and conditions appear in your order confirmations, delivery notes, invoices or other written correspondence. Amendments to our terms and conditions must be expressly confirmed by us in writing. Should provisions within the terms and conditions of purchase become legally ineffective, only these provisions become ineffective; the remainder of the terms and conditions of purchase remain binding.

### **2. Written Form of Orders, Order Confirmation**

We only deem orders, and any amendments to them, as valid and binding when in written form. We request that each order be confirmed immediately, in full, compliant to our terms and conditions. Our orders are deemed legally binding when submitted in writing or via electronic data transfer. If no confirmation is received within 5 days, the order is considered fully and irrefutably accepted.

The contractual partners are obliged to treat all generally unknown business or technical details, which become apparent through the business relationship, as business secrets. Subcontractors must be subject to the same corresponding obligations.

### **3. Delivery Dates**

The delivery date stipulated by us must be maintained. If a delivery date is not met, our order only remains valid when the change of the delivery date has been accepted by us in writing. In the case of delayed or incomplete delivery or performance, we are entitled to withdraw from the contract, demand delivery or purchase substitute deliveries at the supplier's expense as we see fit. We reserve the rights to claims for compensation in each case.

Partial deliveries and performance will only be accepted following explicit agreement. In the case of partial deliveries, the remaining quantity must be itemized.

### **4. Excess Delivery**

Excess deliveries will only be accepted by us when we have been informed prior to the delivery and have submitted our agreement in writing.

### **5. Weight and Dimensions**

In the case of deliveries or work which is calculated according to weight or dimensions, the exclusive calculation basis are the weights or dimensions on acceptance at our plant.

### **6. Warranty, Guarantee, Claims for Compensation**

You are liable for ensuring best material, proper construction and careful execution according to the specifications in the order, submitted moulds, drawings and samples.

The scope of your liability is not only related to replacing or improving defective parts delivered but also covers all forms of damage suffered as a consequence of the defects in the goods delivered and work performed.

We also reserve the right to have defects rectified by third-parties or make covering purchases from third-parties at your expense. We also reserve our other rights to claims for compensation in all cases. You are liable, without restriction, for all products you supply in accordance with the Product Liability Law 1988 and any exemptions in your terms and conditions of business have no validity in respect of us.

With regard to your deliveries and performance and any supplies or work contracted from third-parties, you are obliged to implement environmentally friendly products where economically and technically feasible. You are liable for the ecological compatibility of the products supplied and packaging materials as well as for all consequential damage resulting from violation of your legal obligations regarding disposal. At our request, you must submit a certification of inspection for the goods delivered.

## **7. Notice of Defects, Period of Warranty**

### 7.1. Notice of Defects

In accordance with § 377 UGB (Austrian Code of Law), examination and objection must be reported within a reasonable period.

### 7.2. Period of Warranty

The period of warranty is extended in that we can assert claims under the terms of warranty within a period of two years following start of processing, commissioning or installation. The absolute deadline for asserting claims under the terms of warranty is three years from the date of delivery.

## **8. Prices, Packaging, Dispatch**

### 8.1. Prices

The prices agreed are fixed prices. Subsequent increases, regardless of the grounds, will not be accepted. Where nothing else is agreed on, prices are always DDP (in accordance with Incoterms 2000, delivered, duty, paid) to our main administrative headquarters in Vienna 23 or to the delivery address stipulated in the order, including packaging and transport insurance and breakage.

### 8.2. Packaging

Packaging wood must comply with the current EU phytosanitary requirements (in accordance with EC RL No. 2000/29/EC and the currently valid version of the Austrian Plant Protection Ordinance) and must be identified accordingly. Any fees related to the wear of packaging material will not be considered.

Your obligation to accept return of packaging materials is aligned to the relevant legal provisions. Packaging materials must only be used within the scope necessary for serving the purpose. Only environmentally friendly packaging materials may be used.

### 8.3. Dispatch

The risks involved regarding dispatch is borne by you. The transfer of risk occurs at the moment the goods are handed over to us.

## **9. Invoicing, Payment**

### 9.1. Invoicing

Where nothing else has been agreed, a single copy of the invoice must be sent immediately following delivery to the address specified as the invoice address by the purchaser. Invoices which do not specify our order number and your supplier number cannot be processed.

Advance payment invoices are not accepted. In exceptional cases, advance invoices could be agreed on following submission of a bank guarantee (expenses will be charged to the contractor).

### 9.2. Payment

Except in the case of early delivery, payment must be made within 30 days of receipt of the invoice with a deduction of 3% discount or 45 days net or according to special agreement following receipt of the invoice, proper transfer of the goods or performance and assuming full settlement of the invoice. Subrogation will only be accepted when our expressed agreement is available.

Invoices submitted which are not correct are only deemed as having been received by us from the date the adjustment is received

## **10. Acceptance of Goods**

With regard to the delivery of your goods, AQL 1 applies as agreed and we complete the incoming goods test as a simple random sample test in accordance with the valid version of ISO 2859-1. If the random samples prove unsatisfactory, the entire lot will be tested by us; any ensuing costs will be charged to you and defective parts returned against replacement or credit note.

Acceptance of goods will be completed on work days at the following times:

At our administrative  
headquarters in Vienna 23:

Mondays-Thursdays from 8:00-12:00 and 1:00-3:00 p.m.  
Fridays from 8:00-12:00

At our office in Wien 2:

Mondays-Fridays from 8:00-12:00 and 12:30-4:00 p.m.

At our office in <u>St. Pölten</u> :	Mondays-Thursdays from 7.30-12:00 and 12:30-4:00 p.m. Fridays from 8:00-12:00. 12:30-2:30 p.m.
At our office in <u>Linz</u> :	Mondays-Thursdays from 7:30-3:30 p.m., Fridays from 8:00-12:00
At our office in <u>Salzburg</u> :	Mondays-Thursdays from 7:30-12:00 and 12:30-3:30 p.m. Fridays from 7:30-12:00
At our office in <u>Innsbruck</u> :	By arrangement/Tel. Voravis in the secretary's office in Innsbruck
At our office in <u>Graz</u> :	Mondays-Thursdays from 7:30-12:00 and 12.30-3:30 p.m., Fridays from 8:00-12:00
At our office in <u>Poggersdorf</u> :	Mondays-Fridays from 7:00-12:00 and 12:30-3:30 p.m.
At our external warehouse <u>Walter Lagerbetriebe</u>	Mondays-Fridays from 7:00-12:00 and 12.30-2:30 p.m, Contact person Frau Kainz

## **11. Drawings, Samples, Moulds etc.**

Drawings, samples, moulds etc. are our property and may not be used for any other purpose. They must be returned to us, in perfect condition and free of charge, on delivery or supply.

## **12. Working on the Construction Site**

### 12.1. Glazing of Glass/Steel Wells

Glazing must be completed according to the valid, relevant version of ÖNORM B2459, all the strength test assessments prescribed by authorities must be submitted by yourselves.

The glazing must not be completed from the car; openings for deliveries and supplies must be kept free on the respective storey.

In the case of projects in Vienna, glazing must be completed according to the respective, valid version of the Directive of the Municipal Authorities of Vienna regarding the approval of glass in buildings.

### 12.2. Metal Panelling

The strength of the metal panelling must comply with the respective, valid version of the ÖNORM EN81-1/-2

### 12.3. Safety on the Construction Site

When completing work in residential buildings or buildings which are occupied at times, conspicuous openings must be covered completely over their entire height.

We would particularly like to point out that footpaths and traffic routes must be kept clear of obstacles caused by your employees. Where this is not possible, appropriate warning signs must be provided.

Escape routes must be kept clear at all times.

### 12.4. Acceptance and Completion of the Performance Ordered

Acceptance of the work or service performed will be completed by the person responsible for assembly stipulated in the individual order using the "Abnahmeprotokoll für Leistungen von Subunternehmen" ("Acceptance Report for Services by Subcontractors") submitted with the order. This inspection report must be handed to the person appointed responsible for the assembly by KONE prior to the acceptance test and signed both by yourselves and our person appointed responsible for the assembly when the inspection is completed and considered satisfactory.

This report, indicating that the performance is free of defects and signed by both parties, must be enclosed with your invoice.

All applicable standards and all relevant national laws apply in respect of completing the work.

### 12.5. Engaging Subcontractors

Should work ordered by us be transferred to subcontractors, you are obliged to state the name of this company in advance and obtain our written agreement.

Violation of this procedure entitles us to cancel the order. In cases where a subcontractor is engaged without our agreement, a contractual penalty of € 5.000.—is due. This does not exclude the assertion of further claims for damages in individual cases.

#### 12.6. Safety Instructions, Personnel and Other Requirements

In your position as our contractor, you are solely responsible for ensuring that the personnel you deploy

- a) have a valid work permit and valid residence permit,
- b) are familiar with and apply the last, valid version of KONE's safety instructions SA00 "Zero Tolerance Safety Initiative", SA01 "Wearing Personal Protective Equipment", SA02 "Safety Precautions Working On Lifts" and SA03 "Working On Lifts in Residential Buildings" submitted to you and have received any necessary safety instruction from you.  
If persons employed by you do not observe the safety instructions, we are entitled to expel them from the construction site.
- c) You are obliged to fulfil and observe the requirements stipulated in the law on occupational health and safety and any special construction site provisions for a project specified in the respective order.
- d) You are solely responsible for ensuring that all working resources, lifting gear, attachment devices, securing and fall safety devices implemented by you comply with the applicable, valid regulations and/or have been tested and serviced according to any official requirements.
- e) If the work is transferred to other subcontractors (see "12.5 Engaging Subcontractors"), you are obliged to ensure that the subcontractors are subject to the same obligations in respect of these points

#### 13. Standards

The order must be fulfilled according to EN standards and ÖNORMEN (Austrian standards); only where these do not exist may work be completed according to DIN or ISO. It is essential to specify the title of the standards on invoices and delivery notes etc. In the event of deviations from provisions in EN standards or ÖNORMEN or DIN or ISO from the specifications in the order, the specifications in the order apply.

#### 14. Place of Fulfilment, Place of Jurisdiction, Applicable Law

##### 14.1. Place of Fulfilment

The place of fulfilment is the delivery address specified in the order. Should the order not contain a delivery address, the place of fulfilment is Vienna.

##### 14.2. Place of Jurisdiction

The place of jurisdiction in the case of all disputes related to this order, or any deliveries resulting from it, is Wien-Innere Stadt (Vienna Inner City).

##### 14.3. Applicable Law

Legal matters must be conducted using Austrian law; the provisions of the UNCITRAL Purchasing Convention do not apply.