

Global Purchasing Terms and Conditions

1. Contracting parties

This contract (hereinafter known as Purchase Order) is concluded between the supplier (referred to below as "SUPPLIER") and the Schindler company designated in the order (referred to below as "SCHINDLER"). Together, the supplier and SCHINDLER are designated as the "contracting parties".

2. Bases of and amendments to the contract

The basis of the Purchase Order expressly agreed by the contracting parties shall apply.

Alternate terms and conditions or similar documents submitted by either party shall not apply, save where agreed in writing by the contracting parties and signed in confirmation thereof.

Any departures from these purchasing conditions must be confirmed in writing by SCHINDLER. Subsequent amendments and/or additions to the purchasing order and/or delivery contract are valid only to the extent that the contracting parties so agree in writing.

3. Goods and Services to be delivered

Goods and Services mean all goods and/or services specified in the Purchase Order.

4. Delivery lead-times

The date of delivery of the Goods and Services shall be that specified in the Purchase Order unless agreed otherwise in writing between SCHINDLER and SUPPLIER.

Unless specifically stated within the Single Order as otherwise all deliveries of Goods and Services shall be made in one delivery on the date recorded in the Purchase Order.

The agreed delivery lead-time is binding. Delays in delivery shall be notified to Schindler in writing immediately, stating the reasons for the delay. In the event of delayed delivery, the supplier shall be deemed to be late in performance without further warning. However, he remains obliged to perform the order. In the event of late delivery, Schindler is entitled, at its own discretion and after granting a suitable period of grace, to insist on performance of the contract or to withdraw from the contract. However, Schindler shall remain entitled in every case to enforce claims for compensation.

Save where otherwise agreed between the contracting parties, the supplier is not entitled to effect delivery at a time earlier than that agreed.

In the event of late delivery by reason of acts of god, Schindler may withdraw from the delivery contract or, at its own discretion, extend the period for performance. Failure of sub-contractors, 3rd party strikes and industrial disputes shall not be regarded as acts of god.

5. Transfer of risks/Performance of delivery

Goods and Services from this Purchase Order shall be supplied to the delivery address specified in the Purchase Order. Risk of loss and/or damage shall pass to SCHINDLER upon safe delivery of Goods to the specified delivery address.

Any inspection obligations stipulated by law are waived. However, SCHINDLER remains entitled to check approve or reject the object to be delivered.

Save where otherwise agreed between the contracting parties, the place of performance is the domicile of SCHINDLER designated in the purchasing order. The costs incurred in connection with performance of the contractual services at the place of performance shall be charged to the supplier.

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6. Packing Material

SUPPLIER shall provide Packing Materials which shall afford sufficient protection and shall be suitable for the intended mode of transport being utilised to deliver the Goods to SCHINDLER.

Cost of suitable Packing Materials shall be included within the cost of the Goods and Services provided. SUPPLIER shall, wherever possible, use recyclable packing materials.

At the request of Schindler, the supplier must take back the packaging material free of charge. Any damage caused by inadequate and/or inappropriate packaging shall be the responsibility of the supplier.

7. Prices

The prices for the Goods and Services are specified in the Purchase Order and as agreed between the contracting parties. No other costs shall be accepted unless specifically indicated in the Purchase Order. All duties, taxes and charges shall be shown separately and on a cost basis on all invoices.

Any price reductions occurring between the time of the purchasing order and the time of delivery must be passed on in full to Schindler. Save where expressly agreed otherwise, the prices are quoted inclusive of tax, levies, customs duties, charges and packaging.

Schindler is entitled to terminate the delivery contract with the supplier if there is reason to suppose that the supplier is making deliveries at prices which are not consistent with the market.

The prices are quoted in the currency designated in the Purchasing Order.

8. Payment terms

Payments by SCHINDLER shall only be made against an invoice and against evidence of an order in compliance with these purchasing terms and conditions. The invoices must contain at least the following information:

- Order dates
- Order numbers
- Precise designation of the goods/services delivered
- Separate statement of ancillary costs (e.g. taxes, levies, charges, duties, etc.)

The invoice shall not be submitted before the goods and services have been provided by the supplier. Payment shall be made within 90 days after receipt of invoice. In the event of payment within 30 days, Schindler is entitled to deduct a discount of 3% from the value of the invoice and in the event of payment at between 30 and 60 days a discount of 2%.

9. Warranties

SUPPLIER warrants that:

- i. Goods; correspond to the agreed specifications and are free from defects in material, workmanship and title.
- ii. Services; are rendered in a skilful and professional manner and in accordance with the Specifications.

The warranty shall be valid for a period of 12 months from the putting into service or 18 months from delivery, whichever shall be the shorter.

Where no specifications or samples are available at time of Purchase Order the Goods and Services shall fit the purposes to which they shall be used by SCHINDLER as well to generally accepted industrial quality standards.

Longer warranty periods under the law applicable in each particular case shall take priority.

Schindler is entitled to notify complaints in respect of defects at any time during the warranty period.

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10. Liability

SUPPLIER shall be liable to SCHINDLER, subject to any statutory limitations, for all prejudice caused by the delivery of defective or non-contractual goods or services. He shall be liable in full for actions and omissions on the part of his official bodies and staff and for those of any assistants or third companies used by him.

11. Applicable law and place of jurisdiction

This delivery contract shall be governed by the law of ... *[the law of the country in which the Schindler company which places the order has its registered office must be inserted here in bold type]*. The application of the United Nations Convention on the International Purchase of Goods ("Vienna Purchasing Law") is excluded.

In the event of disputes arising out of, or in connection with, the delivery contract or with these terms and conditions of purchase, the contracting parties hereby declare that the courts at the place where Schindler has its registered office shall have sole jurisdiction. However, Schindler is also entitled to file actions against the supplier in any other courts holding jurisdiction over him.

12. Other matters

a) Intellectual property rights

The supplier guarantees that he is able to transfer to SCHINDLER all the intellectual property rights required without any infringement to third parties. Should action be taken against Schindler by third parties on grounds of breach of such rights, the supplier undertakes to release Schindler in full from all claims and to compensate Schindler for all costs incurred as a result.

All intellectual property rights in works provided to SCHINDLER by SUPPLIER shall vest in SCHINDLER and SUPPLIER undertakes to execute all documents required to ensure such ownership.

b) Ownership of tools and materials

Tools, including the associated software, drawings etc., which the supplier makes or causes to be made on behalf of Schindler, shall become the property of Schindler. The same applies to any intellectual property rights created therein.

If Schindler makes its own tools and materials available to the supplier, these must be returned to Schindler without special request and at the cost of the supplier.

If tools or materials are stored by the supplier with the consent of Schindler, they shall be marked in a clearly visible position as "Property of Schindler," kept in a suitable place, maintained and suitably insured.

c) Confidentiality

All data which might be of use to a third party or deserve special protection, provided that such data is not in the public domain, shall be treated in confidence by the contracting parties and may not be made available to third parties without the consent of the other contracting party. The contracting parties shall take suitable organizational measures to comply with these secrecy obligations.

d) Insurance

The supplier is required to insure the object to be delivered to an adequate extent and at his own expense against the normal risks in the branch. Schindler assumes that insurance cover is included in the offered price.

e) Assignment of claims

Assignment of claims arising out of the relationship of obligation between Schindler and the supplier is permissible only if the supplier has notified Schindler expressly and in advance of such assignment of claim and Schindler does not object to such assignment within ten days of due notification.

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f) Involvement of sub-contractors

If the supplier intends to involve sub-contractors in the performance of his obligations, he must notify Schindler in writing in good time, stating the name of the appropriate sub-contractors and their activities and arrange for Schindler to approve the involvement of such sub-contractors in advance.

SUPPLIER remains fully liable for the performance of sub-contractors as for it's own performance.

g) Bankruptcy or restructuring of the supplier

The supplier is required to inform Schindler without delay if his financial circumstances may lead to bankruptcy or financial restructuring and he may then no longer be able to comply with his delivery obligations or if these are called into question.

h) Duty of information

The supplier is required to inform Schindler without delay in writing of any defects, which may have a detrimental effect on the object to be delivered or on its production, such as errors in documents made available by Schindler.

i) Written form

For the purposes of these terms and conditions of purchase and/or the delivery contract, the written form denotes:

- documents signed by the contracting parties;
- forms of transmission which permit evidence by text, such as fax, e-mail or other forms of electronic transmission;
- verbal agreements with written confirmation by the contracting parties.