



## I General

1. For all order placements and contracts the following Terms and Conditions for Sales and Deliveries have exclusive application. The following terms and conditions shall also apply to all contractual relations between us (hereinafter also "Seller") and business persons, insofar as the respective contract relates to the operation of their particular business.
2. Terms and conditions governing sales and deliveries that differ from or conflict with our own shall not become part of the content of the contract, even if we do not explicitly object thereto. This shall also apply in the event we carry out the delivery or take receipt of payment of the purchase price in full awareness of said conflicting terms and conditions.

## II Offer and Formation of Contract, Confidentiality

1. Our offers are subject to change and are not binding in terms of price, quantity, delivery period and availability for delivery. The order of the Buyer shall be deemed an offer as defined in Sections 145 et seq. BGB [German Civil Code]. The Buyer shall be bound to its order for four weeks. The contract is formed if we accept the order within this period of time in text form or electronic form or if we have carried out the delivery. We undertake, however, upon clarification of deliverability, to give immediate notification in text form or electronic form if the order is to be rejected.
2. The Buyer shall not be entitled to cancel a binding order or to cancel the purchase contract. Statutory rights of cancellation and rights of cancellation specifically mentioned in the present Terms and Conditions for Sales and Deliveries shall be unaffected hereby. If an order or a contract is nevertheless cancelled at the request of the Buyer without any right of cancellation existing, we shall be entitled to accept cancellation only in return for compensation for damages and reimbursement of expenses. In the event of cancellation within two months prior to the agreed delivery date, we shall be able to charge a flat compensation rate for damages and expenses in the amount of 15% of the purchase price; for cancellation in the third month prior to the delivery date in the amount of 5% of the purchase price. The amount of damages shall be set higher or lower, if we provide evidence of greater damages or the Buyer of lesser damages.
3. Our order confirmation shall govern the scope of delivery.
4. Due to the extensive requirements of Regulation (EC) No. 1272/2008 ("CLP Regulation"), which regulates the classification, labelling and packaging of substances and mixtures in the EU, we can supply neither paints nor coatings for repair work on the items delivered.
5. Telephone and verbal additions, secondary agreements and amendments shall for their validity require our confirmation in text form or electronic form.
6. We shall retain all rights of ownership, copyright and proprietary rights to all cost estimates, offers, drawings and other documents, materials and items, including electronic documents, given by us to the Buyer. Third-party access to said documents either to the documents themselves or their content shall not be permitted without our prior written consent. Nor is the Buyer permitted to commercialise, duplicate or alter them. The Buyer has to use them solely for the contractual purposes and, whenever requested by us, to return them to us in full and to destroy or delete any existing copies (including electronic copies) insofar as the Buyer no

longer requires them in the normal course of business and in accordance with statutory duties to preserve records.

## III Price and Payment

1. The prices shall apply ex-works including loading at works, but shall exclude packaging and transport costs. The value added tax required by law shall be added to the prices.
2. In the event of delivery within 4 months, the price applicable on the day the contract is concluded shall in any event apply. If there are more than four months between contract formation and the agreed delivery date, price alterations are permissible. The Seller's price applicable on the day of delivery shall apply in this case.
3. Unless specifically agreed, payment shall be made to us in cash without any deduction free from any charges at the payment office in Munich, namely:  
1/3 down payment upon receipt of the order confirmation;  
1/3 as soon as the Buyer has been informed that the main parts are ready for shipment.  
The remainder shall be paid within 15 days after receipt of the invoice, at the latest, however, 30 days following delivery.
4. Cheques and bills of exchange shall only be accepted after special agreement and by way of payment subject to charge of all collection expenses and discount fees.
5. We are entitled to the statutory rights of retention (§ 369 German Commercial Code, §§ 273, 320 German Civil Code) without restriction. We are in particular entitled to only make delivery in exchange for fulfilment of the due payment obligations.
6. In the event of default on payment we are entitled to the statutory rights, in particular to claim default interest and further damages for delay. This shall not affect our entitlement to commercial default interest (§ 353 HGB).
7. Should the Buyer default on payment commitments that at the time of said default make up at least 25% of our total claims to payments from the business relationship and should the Buyer fail to pay in full within a grace period to be set of at least two weeks, our entire claims to payment from the business relationship shall be due for immediate payment upon the lapse of the grace period. When setting the aforementioned grace period we shall make explicit mention of this legal consequence. The same shall apply if bills or cheques of the Buyer are not honoured. In these cases, we shall be entitled to continue fulfilment of our contractual duties simultaneously with and in exchange for payment of the respective amount owed. The statutory rights of the Seller in the event of default of the Buyer shall remain unaffected.
8. The Buyer shall only be able to apply set-off against claims of the Seller if its counterclaim is undisputed or, in the event of a claim in a proceeding, is ready for a decision or a final legal decision exists. The Buyer shall only be able to assert a right of retention for the part which is the subject of complaint and as far as said right of retention relates to claims from the same contract, the counterclaim underlying the assertion of the right of retention is undisputed or, in the event of a claim in a proceeding, is ready for a decision or a final legal decision exists.

## IV Delivery and Default on Delivery

1. Delivery dates or delivery periods shall not be binding unless they have been explicitly designated by us as binding.
2. The delivery period shall commence with the sending of the order confirmation but not before the documents, permits, clearances to be procured by the Buyer have been duly provided and before receipt of the agreed down payment. The meeting of delivery dates is conditional on the fulfilment of the contract duties by the Buyer. The materials, documents, permits and clearances to be provided by the Buyer must be timely received by us, at the latest at the agreed dates.
3. If amendments to the contract are agreed upon subsequently, the original delivery period and/or original delivery date shall cease to be valid. A new delivery date or new delivery period shall be agreed upon.
4. The delivery period shall be deemed to be complied with if the item to be delivered has left the works or readiness for shipment has been notified before the delivery period lapses.
5. In the event of labour disputes, such as specifically strikes and lock-outs and in cases of force majeure and when obstacles occur that are outside the scope of influence of the Seller, the delivery period shall be lengthened by the duration of the disruption caused by these circumstances. This shall also apply if such circumstances occur with suppliers.  
We shall also not be responsible for the aforementioned circumstances if they arise during an already existing delivery delay. We shall inform the Buyer of the beginning and likely end of such obstacles as soon as possible.
6. If the delivery is delayed for reasons for which the Buyer is responsible or because the Buyer fails to undertake an act of co-operation, we are entitled to demand compensation for the resulting loss or damage as well as additional costs. Sentences 3-6 below of this paragraph 6 apply accordingly. If shipment is delayed at the request of the Buyer, the costs of storage shall be charged as from the agreed delivery date and after readiness for shipment has been notified. The Seller shall be entitled to store the item to be delivered at the expense and risk of the Buyer with third parties or at the works of the Seller. For storage at the Seller's works, at least 0.5% of the invoiced amount shall be charged for each week.  
The Seller shall also, however, be entitled to set the Buyer an appropriate period of time to accept delivery and upon the fruitless lapse thereof, otherwise dispose of the item to be delivered.
7. It shall be permissible to make partial deliveries.
8. In the case of delay in delivery, the Buyer shall be able to set us an appropriate period of time in written form and point out that it shall refuse to accept delivery upon the fruitless lapse of such period of time. Upon the lapse of said period, the Buyer shall be entitled to cancel the contract by way of written declaration.
9. During the delivery period, the right to effect minor amendments in construction or form, deviations in colour and changes in the scope of delivery on the part of the manufacturer/importer shall be reserved, providing the item purchased is not thereby significantly altered and the Buyer can be reasonably expected to accept the changes.
10. The Seller's performance of the contract, in particular punctual delivery, is subject to the proviso that there are no obstacles to the performance arising from national or international provisions of foreign trade and payments legislation and there are no embargoes and/or other sanctions.

## **V Passage of risk**

1. Upon shipment of the parts for delivery ex-works or from the warehouse location, the risk shall pass to the Buyer, even also if partial delivery is made or if we agreed to provide other services, e.g. shipment costs or transportation and installation.

At the request of the Buyer, the shipment shall be insured against theft, breakage, transportation, fire and water and for other insurable risks, at its expense.

2. Should shipment be delayed for reasons for which the Buyer is responsible, the risk shall pass to the Buyer on the day on which the consignment was ready for shipment.

## **VI Retention of Title**

1. Until all claims to which the Seller is entitled from the delivery contract have been satisfied in full, the Seller shall retain title to the item delivered.

If the Buyer is a legal entity under public law, a special fund under public law or a business person for whom the contract is part of business operations, the retention of title shall apply to all claims to payment from ongoing business relationship. The Seller undertakes, at the request of the Buyer, to release security, providing it exceeds the value of the claims to be secured by more than 10%. The Seller shall be responsible for choosing the security to be released.

2. The Seller shall be entitled to insure the item to be delivered at the expense of the Buyer against theft, breakage, fire, water and other damages unless the Buyer itself has verifiedly obtained insurance.
3. The Buyer may neither pledge nor assign the item for security or provide it to third parties in such manner as to impair the security of the Seller. The Buyer shall immediately notify the Seller of any attachment or confiscation or other third-party disposal.
4. The Buyer shall be entitled to resell the item in the course of regular business operations or to combine, mix, compound or process it. In the case of processing, mixing, compounding or combining the goods to which title is retained, the Seller shall be entitled to the resulting co-ownership of the new item in the proportion of the invoiced amount of the goods to which title is retained to the acquisition price of the other adapted item.

The Buyer hereby in advance assigns its claims to payment from the resale, processing, mixing or compounding of the goods to which title is retained to the Seller; the Seller hereby accepts said assignment. Notwithstanding the assignment and the right of the Seller to collect payment, the Purchaser shall be entitled to collect payment providing it continues to satisfy its obligations to the Seller. At the request of the Seller, the Buyer shall provide the necessary information for payment collection and shall inform the debtors of the assignment. The entitlement of the Buyer to resell or to combine shall not apply if the customer of the Buyer renders the assignment of the amount it owes dependent on consent.

5. Should the Buyer default on payment or fail to fulfil its obligations arising from the retention of title following an unsuccessful warning notice, the Seller can cancel the contract and demand the item purchased back from the Buyer. If the Seller demands the return of the item purchased, to the exclusion of any rights of retention – unless they are based on the purchase contract – the Buyer is obliged to promptly return the item purchased to the Seller. All costs incurred in taking back and commercialising the item purchased shall be borne by the Buyer. The commercialisation costs amount without proof to 10% of the proceeds of commercialisation including value added tax. These costs are to be set higher or lower if the Seller proves higher costs or the Buyer lower costs. The proceeds shall be credited to the Buyer after deduction of the costs and the Seller's other receivables relating to the purchase contract.

## **VII Rights of the Buyer in case of Defects**

1. The documents, such as illustrations, drawings, details of weights and measurements that are part of the offer shall only be deemed approximate, unless they are explicitly designated as binding or unless we explicitly guarantee certain qualities.
2. We shall not be liable on the grounds of our own public statements or the public statements of the manufacturer/importer or the assistants thereof if the statement was not known to us or we could not have reasonably been expected to be aware of it, if the statement had already been corrected at the time the decision was taken to purchase the item or if and to the extent the Buyer is unable to provide evidence that the statements influenced its decision to purchase.
3. We shall not be liable for defects that only insignificantly diminish the value or the suitability of the item. A minor defect exists in particular if the error disappears of its own accord in a brief period of time or if it can be eliminated by the Buyer with little effort.
4. No liability is assumed for damages derived from the following grounds and unless we are responsible for them: specification of design or material by Buyer, inapt or inappropriate use, defective assembly and/or putting into service by the Buyer or third parties, natural wear-and-tear, faulty or negligent treatment, improper operation or use of unsuitable operating resources, substitute materials, poor construction work, unsuitable construction ground, chemical, electrochemical or electrical influences, non-compliance with use manual and maintenance instructions, installation of third party parts (products of other manufacturers) which are not approved in the use manual or by express and written declaration of the Seller.
5. Claims of the Buyer due to defects in the case of a commercial transaction shall be subject to due compliance with the Buyer's obligations to inspect and file objection as defined in Section 377 HGB [German Commercial Code].
6. If the Buyer calls for subsequent performance, we shall decide whether to provide rectification or replacement. To carry out necessary rectifications, we shall agree on a deadline and be granted due time and opportunity. Replaced parts shall become our property. Our right to refuse replacement performance under the statutory conditions remains unaffected.
7. The Buyer shall provide the Seller with all information necessary for investigation and elimination of defects. This specifically includes the Seller's right of access to and analysis of elevator electronics data. The Seller shall be able to refuse subsequent performance for as long as the Buyer fails to comply with this obligation of collaboration.
8. Should subsequent performance be unsuccessful, the right of the Buyer to cancel the contract or to call for a decrease of compensation (reduction) shall not be affected.
9. All claims due to a defect shall become statute-barred within one year as from delivery of the item. Any warranty shall be excluded for the delivery of used items.
10. For third-party products, our liability shall be restricted to the assignment of the claims to which we are entitled vis-à-vis the seller of the third-party product.
11. In the case of alterations of any nature to the delivered item that can impair the safety of persons, animals and objects, our declarations of conformity and manufacturer's declarations shall no longer apply. Said declarations shall only apply for the delivered item in an unmodified state.

Claims against the Seller shall not exist if damages are attributable to alterations of the delivered item or if damages were caused by products used in conjunction with doors of the Seller but not manufactured by the Seller.

12. Claims to compensation for damages and expenses shall not be affected unless they are excluded under Section VIII.

## **VIII Liability**

1. Claims to compensation for damages irrespective of the legal grounds shall be excluded. This shall not apply if we are to blame for wilful intent or gross negligence or if we are responsible for the wilful intent or gross negligence of our legal representatives or agents.
2. The aforementioned discharge from liability shall likewise not apply if the claim to damages is derived from a breach of major contractual duties. Unless we have been negligent in respect of a major contractual duty, our obligation to compensate shall be limited to compensation for typical foreseeable damages.
3. The liability for damages arising from injury to life or limb and liability under the Product Liability Act shall remain unaffected.

## **IX Acceptance and Seller's Right to Cancellation**

1. The Buyer shall be entitled to check the delivered item at the agreed place of acceptance within eight days after receiving notification of readiness for shipment and undertakes to accept the item within said period of time.
2. If the item offered has defects, which are not fully eliminated within another 15 workdays after objection to them has been made within the period of time specified in para. 1, the Buyer shall be able to refuse acceptance.
3. If the Buyer is at fault in failing to accept the purchased item for more than 14 days after receipt of the notification of readiness for shipment, the Seller shall be able to set the Buyer a subsequent period of grace of 14 days, upon the fruitless lapse of which the Seller shall be able to cancel the contract and call for compensation of the damages incurred. It shall not be necessary to set a period of grace if the Buyer seriously or ultimately refuses acceptance or clearly is unable to pay the purchase price within this period of time.
4. Subject to the requirements of the above No. 3, the Seller shall be able to call for compensation for damages in the amount of 15% of the purchase price. The amount of damages shall be set higher or lower if the Seller provides evidence of greater damages or the Buyer of lesser damages.
5. If the Seller fails to exercise the rights specified in para. 3 and para. 4 although the conditions are met, he shall be able to dispose freely of the purchased item and in its place deliver an identical item within an appropriate period of time on the terms of the contract.
6. The statutory rights of the Seller in respect of the Buyer's default on acceptance shall remain unaffected. In particular, the Buyer shall bear the costs of storage. Section IV para. 6 shall apply correspondingly. Until the storage costs accrued have been paid, we shall be entitled to retain the purchased item.

## **X Diagnosis and Operating Data, Meiller App**

1. Certain types of delivery items are equipped with devices which collect, process and store data concerning the condition, the use and the technical environment of the delivery item, e.g. temperature data, closing cycles or parameter changes (collectively "diagnosis and operating data"). The Seller has developed an app through the functions of which a display of certain diagnosis and operating data is possible as well as an accessing of information concerning the start-up operation and configuration of the

- delivery item as well as further additional offers free of charge, such as assembly and operating manuals ("Meiller App").
2. A general condition for the use of the Meiller App is the consent of the Buyer with the present conditions. In addition the functions of the Meiller App are only useable as far as remote data transmission of the diagnosis and operating data to the Seller occurs. For this it is necessary that the respective app user establishes a connection to the remote data transmission between the delivery item and the mobile end device used by him, which in particular requires the activation of the transmission function preinstalled in the delivery item ("connection activation"). A further condition for the usability of certain Meiller App functions can also be the scanning of the QR code of the respective delivery item or the indication of the respective order number.
  3. The Buyer declares his consent that after the connection activation diagnosis and operating data are automatically sent to the Seller through the end device of the respective user of the Meiller App. In addition to the preparation of the diagnosis and operating data for the Meiller App, we use the diagnosis and operating data if appropriate for the purposes of error identification and elimination as well as for a continuous improvement of our products and services. Without a separate express agreement we have no obligations with respect to the diagnosis and operating data; in particular we are not obligated to analyse or provide data.
  4. The Buyer is solely responsible for ensuring that a connection activation is only made by the specialized personnel authorized by him for this purpose. As far as the Purchaser obtains knowledge of an unauthorized connection activation or an unauthorized or illegal use of the Meiller App and/or the data or content provided through it with respect to the delivery item, the Purchaser shall inform the Seller thereof without delay.
  5. The Seller shall make efforts to carefully prepare the information accessible through the Meiller App (e.g. monitoring data or instructions). The utilized software-based analysis processes are, as any scientific method, subject to natural limits and do not permit any binding recommendations for action. The Seller does not assume any liability for the currency, completeness, accuracy, reliability and/or uninterrupted availability of the functions and information accessible through the Meiller App. This diagnosis and operating data is not generated on the basis of security sensors, are only intended as non-binding aids and cannot replace any independent review and/or a critical assessment of the Buyer as to whether and which organizational and technical measures must be taken with respect to the operation of the delivery item.
  6. The Buyer is responsible for ensuring that the specialized personnel to be utilized by him for the start-up operation, configuration and maintenance of the delivery item, and which is not employed at the Seller, carefully inspects the delivery item as to whether the respective settings correspond to the applicable technical standards and other legal requirements. In this connection the specialized personnel must follow the assembly instructions and other indications of the Seller and must after the start-up operation or changes respectively review whether the respective settings (especially forces and energy) are within the permissible values. This also applies as far as through the use of the Meiller App upon the start-up operation, configuration and/or other changes automatic pre-settings for the delivery item are adopted.
  7. The Seller reserves the right to change, add to, reduce or completely discontinue the functions and information accessible through the Meiller App at any time. In other respects the information and instructions accessible through the Meiller App will only become the basis for the contractually stipulated quality of delivery items if they are expressly made a binding part of the purchase agreement by us.

8. The Seller shall make efforts for a greatest possible availability of the Meiller App, but does not assume any responsibility for disturbances or non-availability. The customer is himself responsible for the remote data transmission through the mobile end device which is respectively used. The Seller reserves the right to partially or fully limit the access to the Meiller App or its possibility for use, in particular if this is necessary with respect to capacity limits, for reasons of safety or to carry out technical measures.
9. Since the Meiller App and the functions and information accessible through it are additional services without charge, the Seller is liable for any damage caused thereby solely pursuant to the provisions of Section VIII.1 and Section VIII.3 of these Terms and Conditions.
10. The Seller and the Buyer are themselves responsible for the compliance with the data protection provisions applicable to them. The Buyer shall in particular ensure that the data protection requirements which may be applicable for a processing and use of the diagnosis and operating data are fulfilled (e.g. through obtaining any necessary consents of the data subjects as ascertainable users of the delivery items). With respect to the individual persons who install the Meiller App on their end device, the data protection declaration of the Seller provided for such purpose applies.

#### **XI Export Control, Other Obligations of the Buyer**

1. The Buyer agrees to in all cases refrain from the following transactions:
  - Business with persons, organizations and institutions which are on a sanction list according to EC regulations or US export regulations.
  - Business with embargo states which is prohibited.
  - Business for which the necessary permit has not been obtained.
  - Business which could occur in connection with ABC weapons, military end use.
2. The Buyer shall inform the Seller without delay in textual form of his own initiative if he obtains knowledge of a violation or the existence of a corresponding suspicion.
3. If the Buyer violates the above obligations, the Seller is entitled to rescind the purchase agreement. The assertion of any further claims, in particular damage claims, remains unaffected.

#### **XII Place of Performance, Venue, Applicable Law**

1. For all liabilities derived from the contractual relationship, Munich shall be the place of performance, unless specifically stipulated otherwise.
2. For all disputes arising from or in connection with the contract, providing it is concluded with a business person and the contract is part of his business operations, Munich shall be the exclusive venue. We shall also be entitled to file legal action at the registered seat of the Buyer.
3. The contract shall be exclusively subject to the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

#### **XIII Data Protection**

1. Meiller Aufzugtüren GmbH, Ambossstr. 4, 80997 München info(at)meiller-aufzugtueren.de +498914870) processes personal contact data (e.g. name, email address) of employees of the Buyer, received from the Buyer or from publicly accessible sources (e.g. Buyer's website), in the context of the contractual relationship and in compliance with applicable data protection laws, in particular the General

Data Protection Regulation (GDPR) and the Data Protection Act of Germany. The processing is based on Seller's legitimate interests in business correspondence with the Buyer (Art. 6 (1)f GDPR) and will take place for the duration of the business relationship and the statutory retention periods (maximum ten years). To the extent necessary data may be forwarded to IT service providers.

2. Data subjects have the right to request access to the data and restriction of the processing, as well as data portability, correction, and erasure of the data and can **object** to processing based on Art. 6 (1)f GDPR and to lodge a complaint with a supervisory authority. The Seller's data protection officer may be contacted via [privacy\(at\)meiller.com](mailto:privacy(at)meiller.com).
3. The Buyer informs its affected personnel about processing of their data by Seller so that Seller complies with its information obligation under data protection laws; if reasonably missing details, Buyer will get further information at [www.meiller-aufzugtueren.de/gdpr](http://www.meiller-aufzugtueren.de/gdpr), or alternatively upon request.

#### **XIV Validity of the present Terms and Conditions**

The invalidity of single provisions shall not result in the invalidity of the contract as a whole. Any invalid provision shall be replaced by a provision that comes closest to the business purpose pursued by the invalid provision.