



Schindler

S.A. Schindler N.V.

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Contracting parties

This contract (hereinafter referred to as the Purchase Order) is concluded between the supplier (hereinafter referred to as the "Supplier") and the Schindler company specified in the Purchase Order (hereinafter referred to as "Schindler"). The Supplier and Schindler together shall be referred to as the "Contracting parties".

2. Offer and Purchase Order

Schindler will communicate a request for goods and/or services to the Supplier. Based on this request, the Supplier shall submit - free of charge - a binding offer. The offer shall explicitly point out any ambiguities, gaps or technical specifications in the request of Schindler for quotation which may impair or make impossible the suitability of the goods and/or services for the purpose for which these are intended. The offer shall further highlight any possible deviations from the request of Schindler.

Based upon the offer received, Schindler may issue a Purchase Order to the Supplier.

3. Acceptance of Purchase Order by Supplier

The Supplier shall forward a written acceptance of the Purchase Order within two working days after the Supplier's receipt of said Purchase Order. In any event, any performance by the Supplier in relation to a Purchase Order shall constitute acceptance of this Purchase Order. In the event that the Supplier does not forward a written acceptance or does not start performance in relation to a Purchase Order within two working days after receipt of this Purchase Order, Schindler may revoke such Purchase Order without incurring any liability to the Supplier.

Acceptance of a Purchase Order by the Supplier is expressly limited to the terms of the Purchase Order and to these Terms and Conditions. Unless specifically accepted by Schindler in writing, any additional or different terms and conditions are expressly excluded and shall not form part of any supply contract. Each Purchase Order accepted by the Supplier shall constitute a separate and individual contract.

The basis of the Purchase Order expressly agreed between the Contracting Parties shall apply.

Alternative conditions or similar documents from either party shall not apply unless agreed in writing by the Contracting Parties and signed for confirmation.

Any deviations from these purchase conditions must be confirmed in writing by Schindler. Subsequent amendments and/or additions to the purchase order and/or the delivery contract shall only be valid if agreed in writing by the Contracting Parties.

4. Change request of Schindler concerning Purchase Order

After the acceptance of a Purchase Order, Schindler may request changes with respect to the goods (including, but not limited to specifications, drawings, designs, constructions as well as raw material, production process and technology as well as changes regarding the date and place of delivery, packaging, quality, quantity and means of transportation).

Such change request shall duly consider the Supplier's reasonable interests. If such change request results in an increase or a reduction of the Supplier's costs or in a potential delay of delivery, the Supplier shall immediately inform Schindler and the Contracting parties shall agree in writing on a reasonable adjustment of the Supplier's remuneration.

5. Change request of Supplier concerning Purchase Order

After the acceptance of a Purchase Order, the Supplier shall not be entitled to changes with respect to the goods (including, but not limited to specifications, drawings, designs, constructions, raw material, production process and technology as well as changes regarding the date and place of delivery, packaging, quality, quantity and means of transportation) without the prior written consent of Schindler.

6. Goods and services to be delivered

"Goods and Services" are all the goods and/or services as specified in the Purchase Order.

If volumes are set out in any requests for quotation or offers, these are solely assumptions for the purpose of price calculation, and do not establish any obligation of Schindler or another company of the Schindler Group to order such volumes.

7. Delivery Terms and Delays

The delivery date for the Goods and Services shall be the date specified in the Purchase Order, unless otherwise agreed in writing between Schindler and the Supplier.

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

Unless otherwise agreed between the Contracting Parties, the subcontractor shall not be entitled to deliver earlier than agreed.

The agreed delivery date shall be binding. The Supplier acknowledges that delivery times and quantities are of the essence and Schindler may reject and/or return at the Supplier's expense any delivery of Goods or part thereof received before or after the Delivery Terms or in excess or short of the quantity specified in the Purchase Order and/or delivery schedule.

Schindler shall be notified immediately and in writing of any delays, stating the reasons for the delay, and of occurrences which may result in the Supplier's inability to fulfil the quantities specified in the Purchase Order and/or delivery schedules. The Supplier shall also advise Schindler in writing of corrective measures which they are taking to minimize the effect of such occurrence.

In the event of a delay, the supplier shall be deemed negligent without further notice. However, he remains obliged to execute the order. In the event of a delay in delivery, Schindler shall be entitled, at its discretion and after an appropriate period of time, to insist on fulfilment of the contract or to withdraw from the contract. Schindler shall in any case retain the right to assert claims for damages.

Except for an Excusable Delay (see article 8), in the event that the Supplier fails to effect delivery consistent with the Delivery Time specified in the Purchase Order, Schindler shall, for each working day, be entitled to a handling fee of 50 EUR and to a penalty in the amount of 1% of the Purchase Order value. This shall always be subject to Schindler's right to recover from the Supplier all actual losses and damages exceeding the penalty or the right to cancel or rescind the supply contract if the penalty has fallen due.

In the event of a delay in delivery due to missing information, documents or objects to be supplied by Schindler, the Supplier shall only be excused to the extent that the Supplier has requested the transmission or supply of these items in due time.

8. Excusable Delay

Either of the Contracting parties may suspend the performance of a supply contract during the occurrence of an Excusable Delay, which shall mean any delay not occasioned by the fault or negligence of the delayed party and which results from acts of God or from restrictions, prohibitions, embargoes imposed by governmental authority, or any other circumstances beyond such party's control. Schindler may obtain



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the Goods covered by the supply contract from other sources for the duration of the Supplier's inability to perform due to the Excusable Delay and to reduce without any obligation to the Supplier, the quantity of the Goods specified in the Purchase Order or delivery schedules. Negligence of subcontractors, strikes of third parties and industry disputes shall not be regarded as Excusable Delays.

In the event that the Supplier discovers any fact which may, or could with the passage of time, result in an Excusable Delay, the Supplier shall immediately advise Schindler in writing of such fact and use its best endeavors to take all measures and precautions to mitigate and reduce the effect of the Excusable Delay.

If an event of an Excusable Delay prevents one of the parties for more than 20 working days from fulfilling its obligations, the other party may rescind or terminate the supply contract forthwith.

9. Transfer of Risk/Completion of Supply

Goods and services related to the Purchase Order shall be delivered to the delivery address stated on the Purchase Order. The risk of loss and/or damage shall pass to Schindler upon safe delivery of the goods to the specified delivery address.

Any inspection obligations laid down by law shall be waived. However, Schindler retains the right to check, approve or reject the goods to be delivered.

Unless otherwise agreed between the Contracting Parties, the place of performance shall be the registered office of the Schindler as stated on the Purchase Order. Costs incurred in connection with the performance of the contractual services at the place of performance shall be charged to the Supplier.

Unless otherwise agreed between the Contracting Parties in writing, the time at which the risk of damage to or loss of the goods shall pass to Schindler shall be in accordance with the Incoterm agreed in the supply contract. Unless otherwise agreed between Schindler and the Supplier, the goods shall be deemed to be sold "DDP" (Incoterms 2020), with named place being the premises of Schindler or any other delivery location defined by Schindler.

10. Packaging material

The Supplier shall provide packaging material that ensures adequate protection and is suitable for the means of transport that will be used to deliver the goods to Schindler. Packaging and labeling shall be in accordance with Schindler's instructions.

In any case shall the packaging be consistent with applicable standards, best practices, environmental rules and legal regulations, giving due consideration to the nature of the goods and the agreed mode of transport by the Contracting Parties.

The costs for suitable packaging material shall be included in the costs for the Goods and Services delivered. Wherever possible, the Supplier shall use recyclable packaging materials. At Schindler's request, the Supplier shall take back these packaging materials free of charge. Unless otherwise agreed, the return of empty containers and pallets shall be for Supplier's account.

The Supplier shall be responsible for any damage resulting from inappropriate and/or unsuitable packaging.

11. Shipping documents

Delivery notes and documents accompanying the goods shall refer to the number of Schindler's Purchase Order and shall comply with Schindler's pertinent instructions. In case of electronic order processing Schindler's "Terms and Conditions for eProcurement" shall be complied with.

The Supplier shall attach a legally compliant commercial invoice to the shipping documents, all in duplicate.

In the case of deliveries incurring customs duty, the invoice shall specify as separate items:

- cost of items not included in the price (such as commissions, brokerage, cost of licenses, cost of means of production, Schindler's free issue materials);
- cost of items included in the price (such as cost of assembly and freight cost);
- if any: value of repairs carried out, broken down into cost of materials and wages;
- certificates of origin.

Should further official documents be required in the case of imports or exports for the intended use of the goods delivered, the Supplier shall procure such documents for Schindler without delay and make them available to Schindler at the Supplier's cost.

A detailed packing list of all goods in each package must be in weatherproof envelope attached to the interior and exterior of each package. The goods shall be delivered complete with all instructions, warnings and other data necessary for the safe and proper operation.

12. Prices

The prices for the goods and services shall be stated on the Purchase Order and are as agreed between the Contracting Parties. No other charges shall be accepted unless specifically stated on the Purchase Order. All duties, taxes and charges shall be shown separately and on a cost basis on all invoices.

Any price reductions between the time the Purchase Order is placed and the time of delivery shall be passed on in full to Schindler.

Unless otherwise expressly agreed, prices shall be quoted inclusive of taxes, levies, customs duties, charges, packaging costs and delivery to the agreed place.

Schindler shall be entitled to cancel the supply contract with the Supplier if there is reason to believe that the Supplier is making deliveries at prices which are not in line with the market.

The prices shall be quoted in the currency indicated on the Purchase Order.

13. Terms of payment

Payments by Schindler shall only be made on the basis of an invoice and upon proof of an order in accordance with these Purchase Conditions. All invoices must be itemized and identified with the Purchase Order number. Freight, duties, taxes and other similar charges authorized by the Purchase Order shall be itemized separately.

Invoices must contain at least the following information:

- Order dates
- Order numbers
- Exact designation of the goods/services delivered
- Separate list of additional costs (e.g. taxes, levies, duties, etc.)

The invoice may not be presented until the goods and services have been delivered by the supplier.

Payment shall be made within 90 days of receipt of the invoice.

In the case of payment within 30 days, Schindler shall be entitled to grant a discount of 3% on the value of the invoice and a discount of 2% in the case of payment within 30 and 60 days, unless otherwise agreed by the Contracting Parties.

Payment of the Supplier's invoice does not constitute acceptance of the goods. All Supplier invoices shall be subject to adjustment for errors, shortages, defects in the goods, or other failure of the Supplier to meet the requirements of the Purchase Order.



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If the Supplier is in delay with the presentation of accompanying documents required for customs clearance, in particular with properly prepared invoices or signed certificates of origin, both in duplicate, Schindler shall be entitled to withhold an appropriate part of the purchase price, at least 10 %, until complete submission of the missing documents.

Supplier may not assign its payment rights hereunder without the prior written consent of Schindler.

In the event Schindler fails to pay the Supplier's invoice in due time without cause, the Supplier shall remind Schindler in writing. If Schindler fails to pay the overdue invoice within 10 days after the receipt of the above notice, then the Supplier shall remind Schindler again in writing. If the overdue invoice is not paid within 20 days from the date of the second reminder, the Supplier may charge interest on the amount overdue commencing from the expiry of the aforementioned 20-day period. The rate of interest is 1% per annum.

14. Warranties

Warranty periods under applicable law shall take precedence in each particular case.

In addition to any warranty pursuant to applicable law, the Supplier shall warrant that the Goods are free from defects in design, materials and workmanship, strictly conform to the specifications, drawings, approved samples and to the terms of the supply contract, meet the agreed performance criteria, are new and state-of-the art and fit for the purpose for which they have been purchased.

The Supplier shall further guarantee that:

- i. the Supplier has title, free and clear of all liens, claims, security interests and encumbrances to the Goods.
- ii. the Goods comply with all statutory requirements, applicable laws, regulations and standards, including without limitation, those dealing with environmental issues, health and safety, in force at the final place of delivery indicated in the Purchase Order.
- iii. the Goods or their intended use thereof do not infringe Intellectual Property Rights of any third party.
- iv. the Supplier has all appropriate permits, licenses and authorizations to manufacture and sell the Goods.
- v. all of the Supplier's activities and processes are in full compliance with laws, regulations and standards applicable to the Supplier, its affiliates, its business, its manufacturing process and the Goods, foreign and domestic.
- vi. Services are provided in a competent and professional manner and in accordance with the specifications.

The warranty period of the above warranties is 36 months, commencing upon the later of (i) delivery at the agreed place of delivery, or (ii) - if so agreed - final joint acceptance of the Goods, subject to longer warranty periods provided at law or legal regulations regarding commencement, suspension or restart of warranty periods or statutes of limitation. In cases of Systematic Failures and/or Serial Defects the warranty period is 60 months from the Delivery Time. Schindler's notice of a defect shall suspend the statute of limitation regarding any claims arising out of or in connection with the respective defect.

Where no specifications or samples are available at the time the Purchase Order is placed, the Goods and Services shall be fit for the purpose intended by Schindler and in accordance with generally accepted industry quality standards.

Subject to any deviating agreement between the Contracting Parties in the individual case, Schindler's inbound inspection of the Goods shall be limited to an inspection regarding identity, quantity and visible transport damage. Other, in particular hidden defects, may be detected in the ordinary course of business.

Schindler may notify a breach of warranty during the entire warranty period to the Supplier.

Schindler has the right to notify customers of defects at any time during the warranty period.

In case of any breach of the warranties provided herein, Schindler may, in addition to any remedies available at law, reject, return for credit, require prompt correction, repair or replacement of the defective or non-conforming Goods. All costs, including shipping, travel, removal and installation costs, as well as taxes, duties and other levies, howsoever incurred in connection with Goods to be replaced or repaired or faulty work to be repaired or corrected shall be borne by Supplier.

If the Supplier fails to repair or correct a defective Good within 14 days or replace it within two days, Schindler, following an additional two days' notice to the Supplier, may repair or correct the Supplier's non-conforming Goods or procure replacement Goods elsewhere with all costs for such actions for the Supplier's account. Schindler shall be entitled to deduct all costs for the foregoing repairs, corrections or replacements from the price for the Goods and the Supplier shall be liable for any excess such as special handling (airfreight etc.) and damage costs.

The warranty period of repaired or replaced Goods shall recommence on the date of acceptance by Schindler of the repair, correction or replacement and shall in case of repairs continue for a period of 12 and in case of replacements 36 months or the remainder of the original warranty period, whichever is longer.

15. Liability

Subject to any statutory limitations, the Supplier shall be liable to Schindler for any damage caused by the delivery of defective or non-contractual goods or services. He shall be fully liable for acts and omissions of his official bodies and staff and those of any assistants or third parties engaged by him.

Supplier shall defend, indemnify, and hold harmless Schindler and its affiliates, distributors or agents and assigns, against all losses, claims, expenses and damages, which may result in any way from any accident, injury or damage either to person or property or from death of any persons by reason of any act or omission on the part of the Supplier, its agents, employees, subcontractors or sub-suppliers.

16. Quality & Environment

Unless otherwise agreed, the Supplier shall, at Schindler's request, by submitting quality records or other documents, provide evidence of the efficiency of its ISO 9001 or equivalent quality management system.

Upon request, the Supplier shall further provide evidence that they have implemented and maintain an environmental management system in accordance with the requirements of ISO 14001, or at least an equivalent system derived from ISO 14001.

Upon 48 hours' notice, Schindler may have access to the Supplier's premises during normal business hours and without interfering with Supplier's business in order to inspect all documents, instruments, books and records relating to any supply contract or the Goods which are subject of such supply contracts, as well as the Supplier's manufacturing process.

The aforementioned inspection shall not prejudice the remedies available to Schindler in connection with defective Goods.

Supplier agrees to keep all records documenting the quality of the Goods for at least 10 years from the date of delivery.

The Supplier shall impose the aforementioned obligations also on its sub-contractors and/or sub-suppliers and upon Schindler's request submit pertinent evidence.

17. Spare Parts / End of Life

The Supplier shall supply spare parts at competitive conditions and for a period of at least 20 years following delivery of the Goods concerned.



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The Supplier shall without delay inform Schindler, if the Supplier intends to discontinue the manufacture and/or supply of Goods or, after expiry of the above 20-year period, spare parts for the Goods sold to Schindler. The pertinent notice has to be given at least six months prior to the discontinuation of production. Within three months following receipt of such notice, Schindler shall be entitled to place a final order for the delivery of Goods or spare parts at customary market conditions.

Schindler may procure spare parts, not covered by the Supplier's Intellectual Property Rights, directly from sub-suppliers of the Supplier or of any third party.

The Supplier shall impose the aforementioned obligations also on its sub-contractors and/or sub-suppliers and shall not impair Schindler's right to procure from sub-suppliers or third parties by restricting its sub-suppliers contractually.

18. Export Control

The Supplier shall be responsible and liable for (i) compliance with all government export authorizations, including without limitation ensuring that export licenses and other governmental approvals required for the delivery of the Goods are obtained, export-related paperwork and documentation are properly completed and timely filed, and (ii) to provide the importer with complete and accurate required trade information such as customs entry requirements, applicable Harmonized Tariff Number (HS Code), the Export Control Classification Number (ECCN, if applicable), country of origin, preferential treatment, including certificates of origin, declarations, as well as government export authorizations related to goods falling under this agreement, where applicable. Schindler shall obtain any required import licenses and shall comply with any legislation or regulations governing the importation of the Goods into the country of destination.

The Supplier shall inform Schindler forthwith, if a Good or component thereof is listed in an applicable export control list.

The Supplier shall inform Schindler immediately of any circumstances of which it gains knowledge prior to or after conclusion of the supply contract, likely to constitute a breach of any applicable export control regulations.

If violations of export control regulations have been established or cannot be excluded, Schindler may, at its election, withdraw from the Purchase Order or the supply contract or rescind those partial deliveries presumably constituting a breach of export control regulations.

The Supplier shall indemnify and keep Schindler harmless against any damage resulting from the non- or faulty performance of its obligations. The scope of the damages to be compensated shall include the compensation of all necessary and reasonable expenses incurred by Schindler, in particular costs and expenses in connection with its defense as well as any administrative or criminal fines and penalties.

19. Business Continuity & Responsible Sourcing Policy

The Supplier shall have adequate business continuity processes and plans (Business Continuity Framework) in place to ensure and maintain the required safety on reliability of production and supply of the Goods and to fulfill its obligations under a supply contract in case of disruption or any other unforeseeable events which may affect production (e.g. business interruption; default of a subcontractor of the Supplier).

The Supplier shall adhere to Schindler's Responsible Sourcing Policy, as may be updated from time to time at Schindler's sole discretion, at all times in its business relation with Schindler and the Schindler companies. The Responsible Sourcing Policy can be accessed under the following link: <https://group.schindler.com/rsp>. Furthermore, The Supplier shall comply with all applicable codes, laws, regulations, standards relating to corrupt practices, anti-trust, non-discrimination, etc.

The Supplier shall impose the obligations pursuant to this article also on its sub-suppliers and sub-contractors and upon Schindler's request, shall provide evidence thereof.

20. Termination for Convenience

Schindler may terminate any Purchase Order or supply contract in whole or in part, at any time for its convenience, by written notice to the Supplier. Schindler is not liable for any damages, including loss of anticipated profits on the Purchase Order or the supply contract or the part thereof so cancelled.

All Goods completed prior to the date of termination shall become the property of Schindler.

The Supplier's obligations concerning Warranty Liability, Indemnity, Spare Parts, Infringement of Third Party Intellectual Property Rights and Confidentiality shall survive termination and expiry of these Purchasing Conditions.

21. Intellectual property rights

The Supplier guarantees that it can transfer all required intellectual property rights to Schindler without infringing third parties. In the event that action is taken by third parties against Schindler on the basis of an infringement of such rights, the Supplier undertakes to fully indemnify Schindler against all claims, liabilities, costs, damages and expenses (including court costs, legal expenses and any settlement of such claims/actions) and to compensate Schindler for all costs incurred as a result.

All intellectual property rights for works delivered to Schindler by the Supplier shall be held by Schindler. The Supplier undertakes to prepare all required documents to secure such property rights.

The Contractual Parties shall inform each other forthwith of all actual or alleged infringements of third party rights of which they become aware. The Supplier shall assist Schindler in its investigation, defense or handling of any such claim, including the provision of any documents needed by Schindler to defend the action.

If Schindler selects its own legal counsel, the Supplier's indemnification obligation extends to the reasonable costs and fees associated with such representation. If Schindler does not select its own legal counsel, Schindler shall give the Supplier sole conduct of the defense of any such claims or actions.

Upon Schindler's request, the Supplier shall specify any and all Intellectual Property Rights known or becoming known to it, which are used in the design or manufacture of or which otherwise affect or relate to the Goods.

In the event of a claim of infringement of any third party rights that is communicated to the Supplier, they shall take the required steps to ensure for Schindler a non-infringing source of Goods, which may involve securing the required licenses (if any), redesign of the product, or other steps the Supplier deems necessary to ensure that a non-infringing product is delivered to Schindler.

22. Ownership of tools and materials

Tools, including related software, drawings, etc., which the Supplier makes or causes to be made on behalf of Schindler, become the property of Schindler. This shall also apply to any intellectual property rights created.

If Schindler provides its own tools and materials to the Supplier, they must be returned to Schindler without special request and at the expense of the Supplier.

If tools or materials are stored by the subcontractor without the consent of Schindler, they may be marked in a clearly visible place as "Property of Schindler" and shall be stored in a suitable place and adequately insured.

23. Confidentiality

All commercial and technical data which may be useful to third parties or which may require special protection, provided that such data is not in the public domain, shall be treated as confidential by the Contracting Parties and shall not be made available to third parties without



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the consent of the other contracting party. The Contracting Parties shall take appropriate organizational measures to comply with these confidentiality obligations.

Drawings, patterns, jigs, samples and similar objects shall not be disclosed or otherwise made available to third parties without the prior written consent of the party, which owns them. Reproduction of such items is permitted only if agreed in writing with the party owning them and is in all cases subject to compliance with the applicable copyright laws.

The Supplier shall include obligations equivalent to this article in all contracts with sub-contractors and shall ensure that all sub-contractors are contractually obliged to comply with the same.

Without Schindler's prior written consent, the Supplier shall not publish in any manner through any marketing or other medium that the Supplier has contracted with or has been supplying the Goods to Schindler, unless such publication is required by mandatory law.

24. Insurance

Supplier shall procure and maintain at its sole expense their possible liability, property damage and employer's liability insurance with reputable and financially sound insurance companies, as will protect Schindler and its customers from the risks stated in the article on liability in these terms and conditions and will supply, upon request of Schindler, certificates satisfactory to Schindler evidencing such coverage.

In particular, Supplier shall maintain a comprehensive general and products liability insurance policy with world-wide coverage (covering bodily injury and property damage and the financial losses arising therefrom). Supplier's insurance coverage shall be no less than the equivalent of EUR 5 million per occurrence.

Schindler assumes that the insurance coverage is included in the price offered.

The existence of any insurance shall not limit Supplier's obligation under any provision hereof or under the supply contract.

25. Allocation of claims

The assignment of claims arising from the contract between Schindler and the subcontractor shall only be permitted if the subcontractor has notified Schindler expressly and in advance of such assignment and if Schindler does not object to such assignment within ten days of notification.

26. Involvement of subcontractors

If the Supplier intends to engage subcontractors or third parties for the performance of its obligations, in whole or in part, under a Purchase Order or supply contract, it shall notify Schindler in writing and in due time, stating the name of the appropriate subcontractors and their activities. The Supplier shall also have the involvement of such subcontractors approved by Schindler in advance in writing.

The Supplier shall not subcontract a substantial portion of the Purchase Order or the supply contract without the written approval of the Schindler. The Supplier is fully responsible for the acts and omissions of its sub-contractors or sub-suppliers, or persons employed by such sub-contractors or sub-suppliers.

The Supplier shall inform Schindler in relation to all planned changes of material suppliers in writing and request Schindler's written approval to the changes prior to the implementation of such changes. Schindler shall not withhold its approval without good reasons.

The Supplier shall, in any case, remain fully liable for the performance of subcontractors and for its own performance.

27. Bankruptcy or restructuring of the subcontractor

The Supplier shall immediately notify Schindler if its financial situation could lead to bankruptcy or financial restructuring and it is no longer able to fulfil its delivery obligations or if these are challenged.

28. Duty to inform

The Supplier shall immediately inform Schindler of any defects that could adversely affect the delivery item or its production, such as errors in documents made available to Schindler.

29. Written form

In the context of these purchase conditions and/or the supply contract, the term written refers to documents signed by the Contracting Parties forms of transmission which allow for textual evidence, such as fax, e-mail or other forms of electronic transmission verbal agreements with written confirmation by the contracting parties.

30. Severability

If any provision hereof or any partial provision is or is held by any competent court or authority to be invalid or unenforceable, such provision or partial provision shall be deemed null and void, the remaining portions hereof continuing to be in full force and effect. If required, the Contractual Parties shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of these terms and conditions is not materially altered.

31. Exercise of rights

No delay or omission of Schindler to exercise any right or remedy granted under a Purchase Order or the supply contract and these Terms and Conditions shall operate as a waiver of such rights, and every right and remedy of Schindler provided herein shall be cumulative, concurrent and in addition to any other further rights and remedies available at law or in equity.

32. Safety regulations concerning work places

In case of erection or other services at Schindler's or a third party site, the Supplier shall, in addition to these Terms and Conditions, observe the safety regulations applicable at the erection or work place.

33. Compensation

Without prejudice to its other rights, Schindler and its affiliates reserve the right to deduct from any payment due to the Supplier or any of its affiliates under the contract the amount of any bonafide contra-account and/or other claim which Schindler or any of its affiliate may have against the Supplier or any of its affiliates in connection with this contract.

34. Entire Agreement Clause

These Terms and Conditions together with the Purchase Order constitute the complete and exclusive statement of agreement between the Contracting Parties hereto with respect to the subject matter of these Terms and Conditions and supersede all prior agreements between the Contracting Parties or prior or subsequent terms and conditions issued by the Supplier.

35. Hierarchy of Contractual Documents

In the case of discrepancy or inconsistency between a Purchase Order and these Terms and Conditions, the Purchase Order shall prevail over these Terms and Conditions.

36. Applicable law and jurisdiction

These Terms and Conditions shall be governed exclusively as to all matters including validity, construction and performance by and under the laws of Belgium.

The application of the UN Convention on the International Sale of Goods (Vienna Convention) is excluded.



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In case of disputes arising from or in connection with the delivery contract or these purchase conditions, the Contracting Parties declare that the courts of the place where Schindler has its registered office shall have exclusive jurisdiction. Schindler shall however also be entitled to institute legal proceedings against the subcontractor in other courts of competent jurisdiction.