



Bunse-Aufzüge GmbH | Merseburger Str.5 | 33106 Paderborn

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General

All deliveries and other services are made exclusively under the following conditions. A deviation from these conditions must be made in writing. Deviating terms and conditions of the customer will not be recognised.

I. Offer and conclusion of contract

- (1) Our offers are always subject to change, even if this is not expressly noted.
- (2) The technical documents on which the offer is based, such as illustrations, drawings, dimensions, weights, power, power requirements and the like, as well as the estimated operating costs, do not represent guaranteed characteristics. In this respect, these are only approximate figures.
- (3) We reserve the right of ownership and copyright to cost estimates, drawings and other offer and contract documents; they may not be copied or made available to third parties without our consent.
- (4) Orders are only considered accepted when they have been confirmed by us in writing. Ancillary agreements, such as changes or additions to agreements made, also require our written confirmation in order to be effective.
- (5) The terms and conditions of purchase of the customer shall only apply subject to our express written consent. If its terms and conditions of purchase have been agreed, these General Terms and Conditions shall apply in addition.

II. Scope of delivery

- (1) The scope of the deliveries and services is exclusively determined by our written order confirmation.
- (2) Delivery is carried out in accordance with the recognised rules of technology and in accordance with our factory standards. Changes in design or form that are due to the improvement of the technology or to requirements of the legislator are reserved during the delivery period, provided that the delivery item is not significantly changed and the changes are reasonable for the customer.
- (3) Before the start of production, we must be provided with an approved plant drawing. On request, we must be given explicit approval of the plant plans for the system or for individual plant components.
- (4) Documents in German for the official acceptance of the mechanical / electrical part are provided by us. In the case of installation carried out by us, our separate assembly conditions apply.
- (5) The customer must obtain building and other permits in good time and apply for official acceptance of the plant. The costs required for this are to be borne by the customer.



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III. Dates and deadlines

- (1) The planned delivery date ex works will be communicated to the customer in the order confirmation.
- (2) The delivery date is met if the delivery item has left the factory by the end of the delivery period or if the readiness for shipment has been notified.
- (3) Compliance with the delivery date presupposes compliance with the contractual obligations by the customer. If the customer is in default with its obligations under the relevant or other contracts or if we can raise the justified objection of a right of retention, a fixed delivery date loses its liability. A new delivery date will be announced to the customer in an amended order confirmation. The delivery date shall be postponed appropriately in the event of force majeure or other unforeseeable obstacles beyond our control, such as measures taken in the context of industrial disputes, in particular strikes, lockouts and other operational disruptions, such as delays in the delivery of essential raw materials and materials, changes in execution by order of the customer or a supervisory authority, insofar as the obstacle to the completion or delivery of the delivery item. This also applies if the circumstances arise with subcontractors. We are also not responsible for the aforementioned circumstances if they arise during a delay. In important cases, the beginning and end of such obstacles will be communicated to the customer as soon as possible, as far as we know. The obligation to compensate for damage caused by delay due to an exceeding of contractually fixed delivery dates for which we are responsible is excluded, unless the delay is due to intent, gross negligence or the violation of a cardinal obligation.
- (4) If the Purchaser does not notify us of any postponement of the date until a time when the production process can no longer be influenced or if delivery is delayed for other reasons for which the Purchaser is responsible, the Purchaser shall be charged the costs incurred as a result of the interim storage starting one week after notification of readiness for dispatch, and at least 0.5% of the final sum specified in the contract for each month if stored in our factory. Without proof of higher costs, the fee for interim storage is limited to 10% of the net order value. The customer is at liberty to prove a lower cost incurrence. If the Purchaser is in default of acceptance, the Purchaser shall be entitled to dispose of the delivery item elsewhere after the expiry of a reasonable grace period. The Purchaser agrees to accept the delivery of a newly manufactured delivery item or the provision of such a delivery item as fulfilment, insofar as this is reasonable for him. The customer is to be supplied with a reasonable grace period.
- (5) The aforementioned provisions shall apply mutatis mutandis to delivery periods. An agreed delivery period shall commence on the date of the order confirmation, but not before the submission of the documents to be procured by the Purchaser and required for the execution, official approvals, approvals, final technical clarification and receipt of an agreed down payment and, if applicable, from the opening of the letter of credit and the submission of any necessary import license.
- (6) Partial deliveries are permitted within the delivery periods specified by us, as long as there are no disadvantages for use.



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IV. Shipping and transfer of risk

- (1) Deliveries are made at the expense and risk of the customer. Unless otherwise agreed, we determine the shipping method, shipping route and the freight forwarder or carrier at our best discretion, but without any guarantee for the best, cheapest and fastest option.
- (2) With notification of readiness for shipment, but at the latest as soon as the goods leave our business or storage premises, the risk passes to the customer, even if partial deliveries are made or we have taken over other services.

V. Installation services

If installation has been agreed, separately regulated assembly conditions apply.

VI. Receipt and acceptance

Delivered items, even if they have insignificant defects, are to be inspected by the customer without prejudice to the rights under No. X.

VII. Prices, payment terms and packaging

- (1) The prices are sales prices excluding VAT. If there is a VAT liability, this will be shown separately.
- (2) The prices as well as the invoicing are always in EURO, even for deliveries abroad.
- (3) The prices for complete elevator systems are ex works Paderborn including standard packaging. The prices for parts and spare parts are ex works Paderborn excluding packaging and possibly postage costs.
- (4) The delivery item is invoiced when you report that it is ready for shipment.
- (5) With the publication of new price lists, list prices of older date are invalid. If possible, price changes will be announced at least 6 weeks before validity.
- (6) Our invoices are due for payment within 30 days from the date of invoice net or within 10 days with deduction of 3% discount. The invoice amount is to be paid to us in EURO free of charge and fees, whereby the payment obligation is only fulfilled when we have received the full amount of the invoice at our disposal.
- (7) In the case of new customers or in the event of a significant deterioration in the creditworthiness of the customer that becomes known subsequently, we are entitled to demand the provision of security by means of a guarantee or deposit.
- (8) Offsetting is only permissible with undisputed or legally established claims. In principle, the customer is not entitled to a right of retention, unless this has been separately agreed in writing.
- (9) If the payment deadline is exceeded or in the event of default of payment, the customer must pay interest on the amount of the claim at 8% above the base interest rate pursuant to § 1 of the Discount Rate Transition Act. The assertion of further damages remains unaffected. Cheques and bills of exchange are generally not accepted, only accepted on account of payment after separate prior agreement. Credits for bills of exchange and cheques are subject to receipt and with the value date of the day on which the equivalent value can be disposed of. Even after these bills of exchange have been received, cash payment may be demanded for them at any time, regardless of whether the purchaser is a subscriber or not. The bills of exchange will be returned after receipt of the cash payment.
- (10) If the customer culpably fails to comply with the terms of payment or if circumstances subsequently become known that indicate a deliberate concealment of the customer's creditworthiness, all claims arising from the business relationship shall become due immediately. In this case, outstanding deliveries and services will only be carried out against security in the form of a guarantee or deposit.



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(11) In the case of a justified partial delivery, there is the right to issue a partial invoice in the scope of the respective partial delivery.

VIII. Ownership

(1) We reserve title to all goods delivered by us until payment of all claims arising from the business relationship, including all ancillary claims. During the effective period of the reservation of title, we are entitled to insure the delivery item against theft, breakage, fire, water and other damage at the expense of the customer, unless the customer has demonstrably taken out the insurance himself. With the settlement of individual claims, the retention of title with regard to those delivery items to which the payment related only expires if the total security exceeds the total liability by more than 20%. If the customer does not make a repayment provision for several claims, this will be determined by us.

(2) If the goods subject to retention of title are combined by the customer, we shall be entitled to co-ownership of the new item in proportion to the respective invoice values. If the customer processes or reshapes the goods, this will always be done for us. If our property ceases to exist due to connection to a plot of land or building, we are entitled to all claims arising from this against the owner.

(3) The customer may only sell the goods subject to retention of title in the ordinary course of business, under his usual terms and conditions and as long as he is not in default, but with the proviso that the claims from the resale are transferred to us in accordance with the following paragraph. He is not entitled to dispose of the goods subject to retention of title in any other way.

(4) The claims of the customer arising from the resale of the goods subject to retention of title or from use within the framework of a contract for work or services are already assigned to us. They serve as security to the same extent as the goods subject to retention of title. If the goods subject to retention of title are sold or used by the customer together with other goods not sold by us, the assignment of the claim from the resale shall only apply in the amount of the invoice value of the goods subject to retention of title sold.

(5) The customer is entitled to collect claims from the sale or use in accordance with the above paragraph until our revocation at any time. In no case shall he be entitled to assign the claims. At our request, the customer is obliged to inform his customers immediately of the assignment to us and to provide us with the information and documents necessary for collection.

(6) In the event of breach of contract on the part of the customer, in particular in the event of default of payment, we are entitled to take back the delivery item after a reminder and the customer is obliged to hand it over. The same applies if the customer ceases to make payments or files for insolvency. The assertion of the reservation of title by us shall not be deemed to be a withdrawal from the contract. Rather, this requires an explicit declaration. The customer already agrees that we may take away the reserved goods at his expense without hindrance. Insofar as the goods subject to retention of title have become an essential part of a plot of land or building, the customer already irrevocably permits us to appropriate them. In this case, we are entitled to take away the property and acquire the property with the separation from the land or building.

(7) If the value of the existing collateral exceeds the secured receivables by more than 20% in total, we shall be obliged to release collateral at our discretion at the request of the customer. The customer must notify us immediately of the seizure or other impairment by third parties, enforcement officers or a third party must inform us of our property.

(8) The Purchaser may neither pledge the delivery item nor transfer it as security.



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IX. Warranty

(1) Our specifications on power requirements, speed and performance of the systems are considered to be fulfilled if deviations do not exceed +/- 10%.

(2) Obvious defects as well as the lack of a warranted property must be reported in writing by the customer within 10 days of the defect being discovered. The dispatch of the notice of defects is decisive. Non-obvious defects must be reported in writing during the statutory warranty period immediately after discovery. During the statutory warranty period, the customer is only entitled to the removal of defects (subsequent performance) in the event of timely complaint. If a defect subject to the warranty obligation cannot be remedied or if further attempts at rectification are unreasonable for the customer, the customer may demand conversion or reduction instead of the rectification. We can take over the repair of defects in elevator parts that are no longer subject to warranty obligations. In this case, the repair costs as well as the spare parts, including the costs incurred for shipping and transport, are to be borne by the customer.

(3) Liability for defects and damage in the event of unsuitable or improper use, incorrect installation or commissioning by the customer or by third parties, natural wear and tear, incorrect or negligent handling or operation, defective construction work or other influences affecting the operation of the system (insofar as they are not attributable to our fault) is excluded.

(4) It is the responsibility of the customer to obtain knowledge of the special and country-specific legal provisions applicable to the operation of elevators. We are not liable for errors based on incorrect documents or inaccurate information submitted by the customer.

(5) The assignment of warranty claims is generally excluded.

X. Liability, Exclusion of Claims for Damages

(1) Claims for damages arising from tort and breach of contractual duty are excluded, unless the damage was caused intentionally or by gross negligence. This also applies to the actions of our vicarious agents and vicarious agents.

(2) Our liability is limited to the insurance cover existing under our insurance contract. In each case, there is only an obligation to assume liability within the framework of the statutory maximum amounts. There is no liability beyond this.

XI. Withdrawal of the Purchaser and Other Liability of the Contractor

Insofar as performance becomes definitively or subjectively impossible for us before the transfer of risk due to a circumstance for which we are not responsible, the customer must withdraw from the contract to the exclusion of further claims. Insofar as we are responsible for the impossibility, we are only liable for intent and gross negligence in the event of claims for damages.

XII. Early termination of the order or contract

In the event of unilateral cancellation of the order or contract by the customer and in the event of an amicable cancellation of the order, we are entitled to charge damages for non-performance in the amount of 10% of the gross order amount (plus VAT) without proof, unless we can prove a higher damage or the customer cannot prove a lower damage to us.



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XIII. Cession

The customer may not assign the claims arising directly or indirectly from the contract to third parties without our express consent.

XIV. Supplier's declaration

Upon request, we will issue the customer with a supplier's declaration - if possible - but we do not assume any liability for its accuracy, with the result that neither we nor the employee commissioned to do so are liable for any consequential damages resulting from any incorrect supplier declarations. Claims of any kind are hereby excluded.

XV. Final provisions

- (1) The invalidity of individual provisions of the above does not result in the total invalidity of all provisions. Insofar as individual provisions have not become part of the contract or are invalid, the content of the contract shall be governed by statutory provisions.
- (2) The place of performance for all payments is Paderborn.
- (3) The place of jurisdiction is Paderborn, also for dunning proceedings and for lawsuits in bill of exchange and cheque proceedings. We are also entitled to sue the customer at his general place of jurisdiction.

Paderborn, 20.11.2024