

General Conditions of Sales and Delivery of SEMATIC

Stand 2006-02-02



Terms:

SEMATIC means

- Sematic Spa
- Sematic UK Ltd
- Sematic Hungaria Kft
- Sematic Singapore Pte Ltd
- Sematic Elevator Products Changshu Co. Ltd

I. Applicability

The following conditions are applicable towards:

1. individuals or corporates or partnerships with legal capacity, who on conclusion of the contract exercise their commercial or independent or self-employed professional function.
2. legal entities of public law or of a public special fund.

II. General terms

1. For all our deliveries and services the following conditions and eventual separate agreements shall apply. Diverting conditions of sales of the customer shall not become – even in case of acceptance of the order – part of the contract. In absence of a different agreement, the contract is concluded by the acknowledgment of the order in written form by SEMATIC.
2. SEMATIC reserves its property and intellectual property rights with respect to models, cost estimates, drawings and the like, physical and non-physical information – even in electronic form -; they must not be made accessible to thirds.

III. Price, payment, financial situation of the customer

1. Unless otherwise agreed, prices are understood ex warehouse of the Manufacturing Plant packing included, loaded. The prices do not include the value added tax.
2. Unless otherwise agreed, payment is to be made without any deduction and free of charge for SEMATIC as soon as the customer is notified that the mainparts are ready for shipment.
3. The right of the customer to withhold payments or to set off against counter-claims is only admitted, if the counter-claims are accepted as undisputed by SEMATIC or are legally binding.
4. The filing of a bankruptcy proceeding with respect to the property of the customer entitles SEMATIC to withdraw from the contract and to immediately ask for the restitution of the goods delivered.
5. In case that a credit report shows that the customer is not creditworthy, SEMATIC is entitled at any time – despite the agreed payments – to ask for immediate payment, to assert its right of property with respect to the goods delivered, to take away the goods and to withdraw from the contract. The right to compensation of damages shall remain unaffected.

IV. Time of delivery, delay of delivery

1. The time of delivery results from the agreement concluded by both parties. For SEMATIC to be able to meet the delivery time requires that all commercial and technical details between both parties are completely clarified and the customer has fulfilled all his obligations, e. g. to produce the necessary administrative documentations or authorizations. If this is not the case, the time of delivery shall be extended adequately. This does not apply as far as SEMATIC is responsible for the delay.
2. The agreed time of delivery is applicable provided that SEMATIC itself is supplied correctly and in time.
3. The delivery deadline is met, if the good has left the warehouse of SEMATIC before expiration or notice that the good is ready for shipment has been given.
4. Should the shipment of the good of delivery be delayed by circumstances for which the customer is responsible, all costs caused by the delay will be debited to the customer beginning one month after the good was ready for shipment.
5. In case that the delivery time cannot be met because of force majeure, strike, or other incidents which are located outside the sphere of influence of SEMATIC, the time of delivery extends adequately. SEMATIC shall notify the customer with respect to the begin and the end of such circumstances as soon as possible.
6. The customer is entitled to withdraw from the contract without fixing a deadline, if for SEMATIC the

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whole delivery becomes finally impossible before the risk has passed. The customer, moreover, is entitled to withdraw from the contract, if with respect to an order a partial delivery becomes impossible and he has a legitimate interest to refuse the partial delivery. If this is not the case, the customer shall pay the contractual price that falls to the partial delivery. In case that the delivery should become impossible during default in taking delivery or the customer is solely or for the most part responsible for these circumstances, he remains obligated to pay.



V. Passage of risk, partial deliveries

1. The risk passes to the customer when the good of delivery has left the warehouse even in case that partial deliveries occur or SEMATIC has taken over services, e.g. the costs of shipment or transportation.
2. In case that delivery is delayed or does not take place because of circumstances which are not attributable to SEMATIC, the risk passes to the customer on the day of notice that the good is ready for shipment.
3. Partial deliveries are allowed as far as reasonable for the customer.

VI. Retention of title

1. SEMATIC retains its title of property with respect to the goods delivered until receipt of all payments out of the delivery contract.
2. If the retention of title expires, especially because of reselling, combining, processing, an extended retention of title shall apply.
 - a) In case of combining and processing, SEMATIC shall acquire indirect title of property and all rights resulting therefrom. The customer shall already now cede to SEMATIC the claims of payment for contracts - in particular for contracts to manufacture - that he will receive upon extinguishment of the title of property, even if this is not yet due.
 - b) In case of reselling of the goods delivered by SEMATIC, the customer shall be obligated – in order to maintain the retention of title – to secure his own retention of title against his contracting partner. All claims for payment that the customer acquires hereby shall be ceded to SEMATIC already now.
3. Upon request the customer shall be obligated to inform SEMATIC completely and exhaustively about the whereabouts of the goods delivered under the retention of title, the mode of possible extinguishment of the title of property of SEMATIC and the claims acquired hereby against a third party.
4. Upon receipt of payments by his contracting partner, the customer shall immediately satisfy the claims of SEMATIC out of these payments.
5. Upon request the customer is obligated to hand over to SEMATIC a declaration of assignment in writing. SEMATIC shall be entitled to disclose this assignment.
6. Any assignment of claims to third parties, as far as they come from deliveries of goods supplied by SEMATIC, shall be excluded, particularly for the procurement of credits.
7. The customer is obligated to inform SEMATIC at any time immediately about executions or other restrictions against SEMATIC's title of property. A breach of this obligation makes the customer liable for indemnification. The consequences described in sec. III.5 are applicable. Eventual costs of intervention shall be borne by the customer.
8. The securities granted to SEMATIC will be released on request at SEMATIC's choice as far as their value exceeds the claims lastingly by more than 20 %.

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