

C. Haushahn GmbH & Co. KG

Terms and Conditions of Purchase

I. Introduction

These terms and conditions of purchase of Schindler Deutschland AG & Co. KG (hereinafter referred to as "Schindler") apply to all orders in the production and non-production area and furthermore to services and work performed, insofar as reference is made to these terms and conditions in the contracts.

These terms and conditions of purchase also apply to follow-up orders, without Schindler having to refer to these terms and conditions again.

II. Ordering and conclusion of a contract / contractual basis

1. These terms and conditions of purchase apply to all orders from Schindler. The supplier's general terms and conditions do not become part of the contract either through Schindler's silence or through Schindler's unconditional acceptance of a delivery or other conduct, unless Schindler has expressly agreed to the supplier's general terms and conditions in writing. Deviations from an order, especially those in an order confirmation, require written confirmation from Schindler. This also applies to subsequent changes and/or additions to the order.
2. Offers from the supplier must be submitted in writing. Cost estimates are not reimbursed by Schindler.
3. Orders are only binding for Schindler when they are made in writing. The supplier must accept orders immediately by sending an order confirmation. Orders are considered

accepted (without change) if the supplier does not object to them in writing within 48 hours.

4. The supplier must carefully inspect the order and provided documents. The supplier shall inform Schindler in good time of identified or assumed inconsistencies and contradictions, insofar as this is part of the supplier's proper contract fulfillment. This particularly concerns such inconsistencies and contradictions that relate to generally recognized rules of technology as well as occupational safety regulations. If the supplier provides services at construction sites, the supplier must check the information provided in the documents regarding the order at the construction site, insofar as this is expressly regulated in the contract or is part of the supplier's scope of services according to the generally recognized rules of technology, in particular DIN, VDI and VDE regulations.

III. Deliveries and services

1. The scope of deliveries and services is based on the specified order or – where applicable – the schedule of services designated in the order, including listed annexes.
2. Insofar as deliveries are mentioned in the following, these regulations also apply to the provision of services (services and work performed) and vice versa.
3. Schindler is entitled, to the extent reasonably acceptable to the supplier, to request modifications to the subject matter of delivery and performance. The consequences of such modifications, particularly with respect to any additional or reduced costs and delivery

dates, shall be agreed upon in a mutually acceptable manner.

IV. Delivery time / delivery date

5. The deadlines as well as delivery and performance dates specified in the order are binding, unless otherwise expressly agreed in writing between the parties.
6. Partial deliveries are not permitted, unless the parties have expressly agreed otherwise. This also applies to deliveries before the agreed delivery or performance date.
7. The supplier is obligated to immediately inform Schindler in writing, specifying the reason, if circumstances occur or are identified by the supplier that indicate that the agreed deadlines or delivery and performance dates cannot be met.
8. The supplier may only invoke the absence of necessary documents to be supplied by Schindler if the supplier has unsuccessfully requested Schindler in writing to send the documents within a reasonable time period.
9. If the supplier is in default, Schindler is entitled to demand liquidated damages in the amount of 0.2% for each commenced work-day of the delay, however, no more than 5% (five percent) of the respective order amount in total. The supplier is entitled to provide evidence that no or significantly less damage has occurred due to the delay.
10. In the event of delay in delivery or performance, Schindler shall, in addition to the liquidated damages and any rights specified in the purchase order, retain all statutory claims without limitation. Unconditional acceptance of the delayed performance shall not constitute a waiver of Schindler's right to claim damages or any other (compensatory) claims arising from the delay in delivery or performance.

V. Transfer of risks / fulfillment

1. Unless otherwise agreed in writing in individual cases, the delivery shall be made "Delivered Duty Paid", "DDP", (according to Incoterms 2020) including packaging. Until the time of transfer to Schindler at the address specified in the order, the supplier bears the risk of accidental loss or deterioration of the delivery item.
2. For other services, the place of fulfillment is the main office of Schindler, unless otherwise agreed.

VI. Materials and packaging used

1. The supplier shall pack the goods in such a way that it provides sufficient protection against damage for the selected means of transport. The scope necessary to achieve this purpose must not be exceeded. The supplier shall exclusively use environmentally friendly materials for packaging that are recyclable if possible.
2. The supplier furthermore warrants that the products and packaging supplied may be placed on the market in the member states of the European Union without any further measures. In this regard, the supplier guarantees in particular that they comply with all applicable regulations of the EU taxonomy, such as the RoHS Directive and the REACH Regulation, and ensures that the provided products and their packaging do not contain any substances in a concentration that would render their placement on the market in the European Union unlawful. The costs for the packaging are covered by the remuneration, unless otherwise agreed in the order.
3. The supplier shall take back packaging free of charge. Furthermore, the supplier's obligations regarding the return of packaging shall be governed by the Packaging Act in its current version.
4. If hazardous waste may result from the supplied products, the supplier shall be obliged to notify Schindler in writing and to provide information on disposal options.

VII. Prices

1. Unless expressly specified otherwise in the order, the agreed prices for the deliveries/services are fixed prices. They exclude additional claims.
2. The prices are net prices in EUR without value added tax, unless otherwise specified in the order. Duties, taxes, charges, and customs fees must be separately indicated in the invoice.

VIII. Method of payment

1. Schindler only makes payments against verifiable invoices and in accordance with the specifications set out in the order, but in any case the following information/documents:
 - a. Order number
 - b. Order date
 - c. Document confirming performance of the service (delivery receipt, delivery note etc.)
 - d. Statement of statutory duties such as taxes, charges and customs fees, etc.
2. Insofar as invoices are not verifiable, do not contain (some of) the above information or otherwise lack legally prescribed information, they are considered not to have been submitted and the invoice amount does not become due.
3. Unless otherwise agreed, the supplier may only submit an invoice after delivery/performance. Except where otherwise stipulated in the order, payment shall be made without discount within thirty days from delivery/performance and receipt of the invoice. If payment is made within fourteen days, Schindler is entitled to deduct 2% early payment discount from the outstanding invoice amount.
4. An assignment of receivables to third parties is excluded without Schindler's prior written consent.

IX. Claims due to defects, duties of inspection and complaint

1. The supplier shall ensure that the goods are free of defects. In particular, the goods must have the contractually agreed condition and correspond to the recognized rules of technology.
2. In the event of defects, Schindler's rights shall be governed by statutory provisions. In particular, claims due to defects become time-barred within the statutory limitation periods. If the supplier has delivered replacement parts or exchanged parts, the statutory limitation period for these parts shall recommence upon the date of acceptance. If an acceptance does not take place, the statutory limitation shall recommence upon notification of the rectification of the defect. However, this new period does not end before the expiry of the original limitation period.
3. Schindler shall report outstanding defects in the delivery/performance in writing as soon as Schindler has discovered them in the course of orderly business practice, at the latest, however, within 10 (ten) workdays after acceptance of the delivery by Schindler. Schindler shall perform function tests as soon as possible after receipt of the report on operational readiness. For systems and devices with diverse and complicated programs, Schindler reserves the right to a function test period of 30 (thirty) days.
4. When goods are delivered in such a way that it is not appropriate or usual to unpack and/or inspect them prior to their use, Schindler's duties of inspection and complaint are limited to the external integrity of the delivery, in particular to packaging damage. Schindler carries out an inspection of the goods together with their intended use; Schindler shall provide a notice of complaint about defects discovered this way without undue delay after their discovery, in particular following their use for the intended purpose.

X. Rights to deliveries and services; defects of title

1. All delivered items and performed services must be free from third-party rights. Schindler shall be granted a non-exclusive, otherwise free, unrestricted, perpetual and freely transferable right of use to any copy-rights and other intellectual property rights associated therewith, in accordance with the intended use specified in the contract. This right shall confer upon Schindler comprehensive authority to use and modify the items delivered and services performed, including the documentation to be provided under the contract.
2. Schindler shall also observe existing intellectual property rights, in particular copyrights and patent rights of the supplier.
3. The supplier guarantees that no third party rights are infringed in connection with the supplier's delivery.
4. If Schindler is held liable by a third party for an infringement of third party rights, the supplier is obliged to indemnify Schindler against these claims internally upon first request. The supplier's obligation to indemnify applies to all expenses that Schindler necessarily incurs from or in connection with claims by third parties.
5. If the supplier does not comply with this despite being granted a grace period, Schindler is entitled to reach an agreement with the third party at its reasonable discretion and at the supplier's expense to remedy the defect in title.
6. The limitation period is ten years, calculated from the time the contract was concluded.

XI. Liability / offset / assignment

1. The supplier shall be liable for breaches of obligation in accordance with the statutory provisions.
2. To the extent the supplier is responsible for a product defect, the supplier shall be

obliged to indemnify Schindler against claims for damages from third parties to the extent that the cause lies within the supplier's sphere of control and organization and the supplier is liable itself in relation to such third parties.

3. Within the scope of its liability for product liability cases, the supplier shall also be obliged to reimburse any expenses in accordance with Sections 683, 670 BGB as well as Sections 830, 840, 426 BGB arising from or in connection with a recall action (so-called corrective actions) carried out by Schindler. Schindler shall, to the extent possible and reasonable, inform the supplier about the content and scope of the recall measures to be carried out and give the supplier the opportunity to comment. Any further statutory claims shall remain unaffected.
4. Subject to other provisions in the order, the supplier shall be obliged to maintain a product liability insurance with a coverage amount of EUR 5 (five) million per case of personal injury / property damage claim; if Schindler is entitled to further claims for damage, these shall remain unaffected.
5. The supplier shall, on its own initiative, immediately inform Schindler of any defects and other circumstances that may result in disadvantages for the delivery/performance or its further use. This includes defects and other circumstances in supplied documents.
6. The supplier may only set off or exercise a right of retention with an undisputed, ready-for-decision, or legally established claim.
7. The supplier's rights and obligations under a purchase order may not be assigned or transferred without Schindler's prior written consent.

XII. Spare parts

1. The supplier undertakes to make suitable original spare parts available for a period of 20 (twenty) years from the time of delivery to or acceptance by the end customer.

The supplier shall keep other spare parts available as long as these are provided by the original manufacturer, at the longest, however, for a period of 20 years.

2. The supplier undertakes to notify Schindler in writing six months before the discontinuation of production and/or delivery of any spare part.
3. The supplier may replace spare parts with new products insofar as they are equal to the spare parts in form, function and compatibility and can replace the spare parts. The supplier shall inform Schindler accordingly and shall provide Schindler with copies of the latest valid versions of all specifications and technical data of the new products at least 12 weeks prior to such replacement.

XIII. Export control, duty to inform, and customs

1. The supplier shall inform Schindler immediately and without being requested when the contractual products are subject to export licensing requirements. In this regard, the supplier shall provide Schindler with the foreign trade information and documents (e.g., export list numbers, ECCN numbers) for obtaining such license. Where Schindler requires further information, the supplier shall immediately provide this upon request. If the supplier does not provide such information and documents, the supplier warrants that none of the contractual products supplied under the respective contract, including materials and parts received from any sub-suppliers, are subject to any export or international trade restrictions.
2. The supplier shall be responsible for acquiring and maintaining all export and import licenses required for the contractual products.
3. In the case of cross-border deliveries, the supplier shall include with the delivery all required documents such as the

commercial invoice, delivery note and information for a complete and correct customs import declaration.

4. The supplier shall comply with all reporting, notification and information obligations relating to environmental impacts applicable to the import of goods from countries outside of the European Union and shall provide Schindler with the corresponding documentation without being requested. This includes, in particular, compliance with the obligations set forth in the EU Deforestation Regulation (EU VO 2023/1115) and the Regulation (EU) 2023/956 establishing a carbon border adjustment mechanism (CBAM).
5. The supplier shall indemnify and hold Schindler harmless from any third party claims arising from a breach of obligations set forth in the foregoing paragraphs and shall bear any cost and damages incurred by Schindler in this context. This shall not apply where the supplier is not responsible for the breach of duty.

XIV. Business continuity and responsible sourcing policy

1. The supplier shall maintain appropriate business continuity processes and plans in order to ensure the necessary security in respect to reliable production and delivery of the goods, in order to fulfill the contractual obligations even in the event of disruptions to business operations or other unforeseeable events (e.g. failure of a subcontractor) as well.
2. The supplier undertakes, in connection with its activities for Schindler, to acknowledge and comply with the principles on employment conditions, human rights and environmental standards set forth in the Schindler Responsible Sourcing Policy (RSP) in the context of its activities for Schindler. The RSP is available at www.schindler.de, under Downloads, Documents for business

partners/Sustainability. The supplier shall train its employees and ensure their compliance correspondingly. The supplier warrants that it will carry out the respective order in compliance with applicable statutory provisions, in particular the Act to Combat Illegal Employment (Schwarzarbeitsbekämpfungsgesetz), the regulations for combating unlawful employment, the Minimum Wage Act, the Posted Workers Act (AEntG) and the statutory reporting obligations contained therein, the applicable minimum wage requirements and minimum working conditions, as well as the due payment of social security contributions, statutory accident insurance and the full payment of contributions to the applicable body representing the collective bargaining parties in accordance with Section 8 AEntG.

3. Upon Schindler's request, the supplier shall provide evidence of compliance with the obligations set forth in foregoing Number 2 above by procuring and providing the appropriate documents. In particular, the supplier shall promptly inform Schindler if there is any suspicion of noncompliance with these requirements. Schindler may also verify compliance with the obligations (audit) insofar as it provides a reasonable period of notice. The supplier shall assist Schindler in such verification, provide reasonable support, and grant Schindler adequate access to information, while Schindler undertakes to protect the supplier's business and trade secrets (in particular under data protection law and the Trade Secrets Act). The audit shall take place during normal business hours. The supplier agrees that Schindler shall not be liable for any costs incurred by the supplier in connection with such assistance.

XV. Miscellaneous

1. The parties shall treat as confidential all non-public commercial and technical details that have become available and known to them through the business relationship.

2. If the order does not exclusively concern goods, Schindler's supplier must obtain written consent in good time when using subcontractors, especially on construction sites, specifying the name of the subcontractor.
3. The supplier shall inform Schindler immediately of any significant deterioration of its financial circumstances if these could cause the supplier to be unable to provide its service, unable to provide it on time or otherwise unable to provide it according to the contract. Schindler may terminate the contract and claim damages for non-fulfillment of the non-performed part of the service if the customer has stopped payments or if insolvency proceedings or comparable statutory procedures have been applied for, opened, or rejected for lack of assets. The services shall be settled according to contractual prices; in addition, Schindler shall reimburse the suppliers for costs already incurred for services not performed.
4. For purposes of this agreement, "written form" shall mean documents signed by both parties, oral agreements and agreements confirmed in writing by both parties, as well as other forms of transmission, in particular e-mail, telefax, etc., provided the parties have previously agreed to such form of transmission.

XVI. Confidentiality

1. Schindler and the supplier shall treat as confidential all non-public commercial and technical details that have become known and available to them through the business relationship. All data and information in connection with the order remain the exclusive property of Schindler and shall only be made available to those persons at the supplier's company who are necessarily involved in the delivery to Schindler. This data and information may not be passed on without the written permission of Schindler. Sub-

suppliers shall be placed under a corresponding obligation.

2. Schindler retains ownership rights and copyrights in all figures, drawings, calculations and other documents. These shall be returned without request upon completion of the order.
3. The confidentiality obligation remains even after the end of the business relationship.
4. The supplier may only advertise the business relationship with Schindler's prior written consent.

XVII. Applicable law / place of jurisdiction

1. The order shall be governed by German law, excluding any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of jurisdiction is the registered office of Schindler, provided the supplier is an entrepreneur (German Civil Code, Sec. 14). Schindler, however, is entitled to assert its claims at any other permissible place of jurisdiction, in particular at the place of performance or at the supplier's registered office.