

Purchasing Terms and Conditions

General Terms and Conditions for Deliveries to OTIS GmbH & Co. OHG and OTIS Holdings GmbH & Co. OHG

1. **Ordering:** Orders from OTIS GmbH & Co. OHG or OTIS Holdings GmbH & Co. OHG ("OTIS") are placed in writing; only written orders are valid. The following terms and conditions govern and apply to our orders. Differing terms and conditions of the supplier do not become a component of the agreement.
2. **Order confirmation:** Orders must be confirmed immediately in writing to OTIS. OTIS must however receive the order confirmation within ten days of the order date at the latest. If the supplier cannot confirm the desired delivery date, the supplier must notify OTIS immediately in writing. OTIS can then choose to extend the time for delivery or withdraw [from the order]. In such cases the supplier is not entitled to any claims against OTIS.
3. **Delivery dates:** The delivery date is considered to be the time and date at which the goods are received at the place of delivery specified by OTIS. Goods are only considered received if they are unobjectionable in terms of both quality and quantity. OTIS reserves the right to object to the quality of goods delivered for a period of two weeks after receipt of the goods at the place of delivery. Shipments received early [before the agreed delivery date] will be accepted in exceptional cases only. In such cases, the date on which the invoice is due corresponds to the delivery week specified by us. OTIS will only accept partial deliveries in justified exceptional cases.
4. **Delivery:** Deliveries must be shipped to OTIS GmbH & Co OHG, Goods receipt department, Otisstraße 33, 13507 Berlin unless a different place of delivery is specified in the order. Deliveries must always be made within business hours. Each delivery must be accompanied by a delivery note specifying the order number, supplier's company, number of units, description of the goods, if applicable, OTIS part number and weight and to the attention of the shipping address specified by us. The supplier must pay the costs of incorrect deliveries.
5. **Rights arising from defects:** The statutory provisions pursuant to sections 434 et seq. BGB (German Civil Code) and sections 634 et seq. BGB apply. For delivered items whose manner of use is not general knowledge, installation and operating instructions must be sent to us under separate cover with the delivery, without being requested. It must be indicated to us what order they are intended for. Should the supplier fail to do so, the supplier is also liable for any damage caused by improper use.
6. **Product liability:** The supplier warrants the following: The product is free of defects and is suitable without limitation for the intended use. Furthermore, the product does not exhibit any special risks associated with handling or use. The supplier bears the burden of proof. If the delivered product is defective, however, the supplier is liable for it. This applies especially, but not exclusively, in cases where claims based on the principles of the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) are asserted against OTIS. The supplier shall insure himself appropriately against such risks. OTIS can demand proof of insurance.
7. **Drawings:** The drawings, sketches and samples, as well as design and production documents given or sent to the supplier are the property of the OTIS company. They must not be copied, reproduced, used for other purposes or disclosed to third parties. Exclusively OTIS is entitled to make changes to drawings and material specifications.
8. **Third-party rights:** The supplier warrants by way of an independent promise of guarantee that the commercial exploitation of the goods it has delivered to OTIS does not infringe the property rights of third parties, domestic or foreign, and shall compensate OTIS for any damage incurred by OTIS deriving from such an infringement of property rights.
9. **Packaging:** The packaging materials must be in accordance with applicable waste and environmental protection regulations.
10. **Recycling:** Delivery of items to OTIS is subject to applicable statutory recycling regulations. The supplier must comply with its return obligations in accordance with the Packaging and Electronics Waste Regulation.
11. **Transport insurance:** The supplier is responsible for determining whether and to what extent the shipped goods must be insured. If the supplier fails to clarify this question, any resulting disadvantage is at the supplier's expense. Written approval from OTIS is required to conclude special transport insurance policies the cost of which is not covered by the supplier.
12. **Transport:** The supplier must choose the most economical shipment mode and ensure correct consignment notes. Shipping via air freight always requires our written approval. In the event of delayed delivery, the supplier pays any additional costs should accelerated delivery become necessary.
13. **Prices and payment conditions:** All prices specified on the order are fixed and are not subject to any change. If no other terms and conditions are agreed in writing, payments made within 21 days after delivery and receipt of the invoice are subject to a 2 % discount, or otherwise must be made within NET 30 days.
14. **Invoices:** Unless something different has been marked on the order by OTIS, invoices must include the order number, have the delivery note attached and must be sent to OTIS GmbH & Co. OHG or OTIS Holdings GmbH & Co. OHG, Department FI-FS-KRE. We are entitled to withhold payment for deliveries to which objections have been made.
15. **Models and tools:** Models and other aids provided by us remain our property. This also applies to materials, tools, equipment and measuring devices provided by us. With the exception of the models, the above must be sent back to us immediately after the order has been completed, without being requested, provided no different written instructions have been given.
16. **Venue:** The venue is Berlin. In cases where the Local Court [Amtsgericht] has jurisdiction, the venue is the Local Court of Wedding.
17. **Place of performance:** The place of performance for the delivery is the delivery address marked on the order.
18. **Data privacy:** The products and/or services being provided may result in the collection of personal information. OTIS and the Supplier will comply with applicable Data Privacy Laws. In addition reference to OTIS' data protection statement can be found on the internet under <http://www.otis.com/de/de/datenschutzerk%C3%A4rung/>
19. **Business ethics:** The supplier shall not pay, offer or promise money or valuables, directly or indirectly to the following entities/persons for any of the purposes listed below:
 - (a) Persons, companies or entities that follow instructions from or coordinate with OTIS GmbH & Co. OHG, OTIS Elevator Company, United Technologies Corporation or their subsidiaries or affiliates (referred to collectively as the "OTIS GROUP"), or managing directors, executives or employees of the OTIS GROUP, or
 - (b) Political parties or their functionaries, candidates for political office, executives or employees of governments or organizations subject to state supervision or persons acting on behalf of a government or an organization subject to state supervision:
 - (i) Influencing the actions or decisions of the aforementioned persons, functionaries, candidates, executives, employees or persons in relation to the exercise of their respective jobs; or
 - (ii) Enticing the aforementioned parties, functionaries, candidates, executives, employees or persons to use their influence with governments or organizations subject to state supervision for the purpose of determining or influencing actions or decisions by the relevant governments or organizations in order to promote the sale of products or services offered by the OTIS GROUP or otherwise to support the commercial activity of the OTIS GROUP in any respect.
 - (c) OTIS GmbH & Co OHG, OTIS Elevator Company, United Technologies Corporation or their subsidiaries or affiliates (referred to collectively as the "OTIS GROUP") or managing directors, executives or employees of the OTIS GROUP.If the supplier breaches this obligation, OTIS can terminate this agreement in writing with immediate effect.
20. In application of **ILO Conventions 138 and 182** (Convention on the worst forms of child labor, 1999), OTIS GmbH & Co. OHG prohibits any use of child labor in its companies whatsoever. Solely lawful apprenticeship arrangements, internships and similar training programs are permitted. Furthermore, OTIS does not purchase any goods or services from suppliers that make use of child labor. The supplier attests that the operative companies, company divisions and other business units under his control around the world do not make use of child labor to provide goods and services to their customers. If the supplier breaches this obligation, OTIS can terminate this agreement in writing with immediate effect.
21. **International Trade Compliance**
 - 21.1 The Parties agree to comply with any and all applicable export, import, sanctions, orders or any other trade regulations or authorizations (collectively "Export Laws"). Furthermore, any Party that receives any technology, commodity, technical data, software, goods and services (including products derived from or based on such technical data) information or any other item subject to any applicable Export Laws, shall adhere to and comply with those laws, regulations, orders and authorizations.
 - 21.2 The Parties to this Agreement shall not divert or cause to be diverted, any commodities, technical data, software, goods and services (including products derived from or based on such technical data) subject to the Export Laws to any (i) person, (ii) entity, (iii) country, (iv) end use, (v) end user, or (vi) any entity located or incorporated in a country, that is on any denied party list or list of sanctioned countries, or otherwise prohibited, pursuant to either the Export Laws or any other applicable governing regulations.

- 21.3 Neither Party shall modify or divert the other Party's commodities, goods, services or technical data controlled by Export Laws to any military application, unless such Party receives advance, written authorization from the other Party and such modification or diversion is done in compliance with all applicable Export Laws.
- 21.4 In the event it is determined at a later date that the Supplier is included in a Denied Party List, OTIS reserves the right to terminate an existing contract extraordinarily and without notice