General Terms and Conditions

KLST Lift Systems GmbH
Blatzheimer Str. 7-9
53909 Zülpich

I. Validity and conclusion of contract

1. The following General Terms and Conditions apply to all our services within the scope of ongoing business relationships as well as to future ones, even if these terms and conditions are not expressly agreed upon. In addition, our price list in its currently valid version applies.

2. Subject to contractual agreements, only the provisions listed under I.1 apply. Any general terms and conditions of the customer shall not be recognized, even if we do not expressly object to them or if we perform services and deliveries without reservation in the knowledge of the customer's general terms and conditions.

3. Side agreements, assurances, or amendments to our General Terms and Conditions are only binding with our express written consent.

II. Offer

1. Our offers are subject to change.

2. A contract with the customer is only concluded upon our written order confirmation. The scope of our services is conclusively determined by our written order confirmation together with its written annexes. Side agreements and amendments are only valid upon our written confirmation.

3. Documents provided by us and information given, such as illustrations, drawings, weight and measurement data, are only binding if we expressly list them as part of the contract or expressly refer to them.

5. We reserve ownership rights and copyrights to samples, cost estimates, drawings, documentation, and information of a physical and non-physical nature, including in electronic form. These may not be made accessible to third parties without our prior written consent.

6. Our fulfillment of the contract with regard to those delivery items that are subject to government export regulations is subject to the proviso that we are granted the necessary approvals.

III. Prices and payment

1. Unless otherwise stated in our order confirmation, our prices are ex works plus packaging, transport, and sales tax at the applicable statutory rate.
a. For deliveries within the European Union, the customer must provide their VAT identification number in good time before the contractually agreed delivery date as proof of their exemption from sales tax. If the customer fails to provide this information in a timely and complete manner, we reserve the right to charge the applicable sales tax.
b. For deliveries outside the European Union, we are entitled to charge the statutory sales tax if the customer does not send us proof of export within one month of the respective shipment. We also reserve the right to charge sales tax that is subsequently charged to us in the course of contract processing or that is not refunded by the competent tax office in Germany or abroad, contrary to the assumption made at the time of conclusion of the contract.

2. The minimum order value is EUR 50.00, based on the value of goods, excluding shipping costs.

3. Cost estimates are only binding in writing.

4. Installation, repairs, and other services will be invoiced at the applicable rates. Surcharges will be applied for work outside normal working hours. Travel and waiting times are considered working time.

5. Unless otherwise specified in the order confirmation or other separate agreements, the amount payable shall be due upon receipt of our invoice and shall be paid within 10 calendar days of the invoice date. If the customer defaults on payment, we shall be entitled to charge default interest at a rate of 8 percentage points above the respective base interest rate p.a.

6. Payments shall be made without any deductions to one of our accounts. Any deduction from the net amount of our invoices, in particular a cash discount deduction, requires a special written agreement.

7. The customer may only offset or exercise a right of retention against counterclaims that are undisputed or have been legally established in terms of their basis and amount. Furthermore, the customer is only entitled to do so if a counterclaim is based on the identical legal relationship, i.e., an offset or right of retention from another delivery or service will not be recognized.

8. In the event of defects proven by the customer, the customer is only entitled to withhold payment if the amount withheld is in reasonable proportion to the defects and the anticipated costs of subsequent performance, in particular the rectification of defects. The customer is not entitled to assert claims and rights due to defects if they have not made due payments.

IV. Delivery, transfer of risk, acceptance

1. We reserve the right to make reasonable partial deliveries and partial invoices.

2. Incoterms 2025 shall apply as agreed. Unless otherwise agreed, deliveries shall be made EXW from the place of manufacture.

3. The risk of accidental loss or accidental damage to the delivery item shall pass to the customer upon dispatch or handover to the carrier, but no later than upon leaving our factory. This shall apply regardless of whether the shipment is made from the place of performance or who bears the freight costs or commissions the transport company. Irrespective of this, the risk of loss or damage to the delivery item shall also pass to the customer upon default of acceptance.
4. If special instructions from the customer are decisive for the shipment, the risk shall pass to the customer upon notification of readiness for shipment.

5. The provisions on the transfer of risk shall also apply if partial deliveries are made or if we have assumed other services.

6. If shipment or acceptance is delayed or does not take place due to circumstances for which we are not responsible, the risk shall pass to the customer on the day of notification of readiness for shipment or acceptance. We undertake to take out insurance requested by the customer at the customer's expense.

7. The customer may not refuse to accept the delivery in the event of minor defects and quantity deviations, without prejudice to their rights under Section X.

V. Retention of title

1. We retain title to all goods delivered by us or the purchased item until all claims arising from the business relationship have been paid in full. Ownership shall only pass to the customer when they have settled all their liabilities.

2. The customer may neither pledge the delivery item nor assign it as security before the transfer of ownership. In the event of seizures, confiscation, or other dispositions by third parties, the customer must notify us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse the judicial or extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.

3. The processing or transformation of the purchased item by the customer is always carried out on our behalf. If the purchased item is processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the purchased item (final invoice amount including sales tax) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under reservation.

4. If the customer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the goods after issuing a reminder. The customer shall be obliged to surrender the goods. Neither the assertion of retention of title nor the seizure of the delivery item by us shall be deemed a withdrawal from the contract.

5. An application to open insolvency proceedings against the purchaser's assets entitles us to withdraw from the contract and demand the immediate return of the delivery item. This shall not give rise to any claims for compensation on the part of the purchaser.

VI. Obligations of the customer to cooperate

1. At the start of installation, all necessary installation parts and tools must be available on site and all necessary preparatory work must be completed so that installation can begin and be carried out without delay.

2. The customer shall, at its own expense and risk, provide or make available in good time
a. Auxiliary personnel, such as laborers and skilled workers, in the number deemed necessary by the supplier. The customer shall be solely liable for this group of persons and shall indemnify the supplier against all claims in this respect.
b. All earthworks, bedding, construction, and scaffolding work, including the necessary building materials.
c. The equipment and supplies required for assembly and commissioning.
d. Heating, lighting, and operating power, including the necessary power connections.
e. Suitable, in particular dry and lockable rooms in the immediate vicinity of the work site for the storage of machine parts, materials, and tools.
f. Lockable and heatable rooms suitable for the accommodation of skilled workers and sanitary facilities, including lighting.
g. Compensation for tools and personal property of skilled workers stolen by theft.
h. Proper storage of the parts sent to the construction site and liability for any losses.

VII. Delivery period

1. Delivery dates or deadlines that can be agreed as binding must be in writing. Otherwise, deliveries and/or delivery dates are non-binding.

2. All information provided by us regarding the duration of the work is only approximate. However, compliance with a delivery period that has been agreed upon in exceptional cases requires that all commercial and technical issues between us and the customer have been clarified and that the customer has fulfilled all obligations incumbent upon them. If this is not the case, the delivery period shall be extended accordingly.

3. Compliance with the delivery period is subject to correct and timely delivery to us.

4. The delivery period shall be deemed to have been met if readiness for shipment has been notified by the end of the delivery period. If acceptance is required, the acceptance date shall be decisive. Alternatively, our notification of readiness for acceptance shall be decisive.

5. If non-compliance with the delivery time is due to force majeure, labor disputes, delays in obtaining government approvals, or other events beyond our control, the delivery time shall be extended appropriately and accordingly. This also applies in the event of an existing delay. We shall notify the customer of the beginning and end of such events as soon as possible.

6. If the shipment or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the costs incurred as a result of the delay shall be charged to the customer. The same shall apply if the customer does not open a letter of credit by the agreed date.

7. We reserve the right, after setting and fruitlessly expiring a reasonable deadline, to dispose of the delivery item elsewhere and to supply the customer with an alternative delivery within a reasonably extended deadline.

VIII. Delivery delays, impossibility

1. In the event of partial impossibility, the customer may only withdraw from the contract if the partial performance is demonstrably unreasonable for the customer. If this is not the case, the customer shall pay the contract price attributable to the partial delivery. In all other respects, Section XI shall apply. If impossibility or inability occurs during the delay in acceptance or through the fault of the customer, the customer shall remain obliged to pay consideration.

2. If neither contracting party is responsible for the impossibility, we shall be entitled to a portion of the remuneration corresponding to the work we have performed.

3. If we are in default and the customer incurs proven damage as a result, the customer shall be entitled to demand lump-sum compensation for the delay. This compensation for delay shall amount to 0.5% for each full week of delay from the time we receive the claim in writing, but shall not exceed a total of 2.5% of the value of that part of the total delivery which cannot be used in time or in accordance with the contract as a result of the delay.

4. The customer is entitled to withdraw from the contract within the framework of the statutory provisions, if - taking into account the statutory exceptions - a reasonable deadline set for us during our delay to perform the service expires without result.

5. There are no further claims arising from the delay in delivery. In general, reference is made to Section XI.

IX. Acceptance

1. Depending on the agreement, our products shall be deemed accepted upon handover or delivery, otherwise 2 (two) weeks after our notification of readiness for acceptance, unless the customer gives written notice of existing material defects within this period.

2. The customer is only entitled to refuse acceptance if the defect negates or significantly reduces the normal and/or contractually stipulated use and/or value of the goods. If the delivery is defective but this does not entitle the customer to refuse acceptance, acceptance shall take place subject to the defect being remedied.
entitle the customer to refuse acceptance, acceptance shall take place subject to the rectification of the defect.

3. Refusals of acceptance, objections to acceptance, or reservations regarding acceptance must be made immediately in writing, stating and describing the defect complained of.

X. Warranty

1. We provide the following warranty for material defects and defects of title:
Material defects
a. At our discretion, we shall deliver new goods or repair all services that are proven to be defective as a result of circumstances occurring prior to the transfer of risk in accordance with Section IV. of these General Terms and Conditions. The customer must report material defects immediately and in writing, stating and describing the defect complained of. We reserve title to parts replaced in the exchange process.
b. In particular, no warranty is given for damage caused by the following reasons, but which is not attributable to our fault:
aa. Natural wear and tear, improper intervention or repair work by the customer or third parties.
bb. Unsuitable or improper use, incorrect
operation, installation, or commissioning, faulty or negligent handling, failure to
proper maintenance, use of unsuitable operating materials/replacement materials.
cc. Defective construction work, unsuitable building ground, harmful environmental conditions unknown to us.
dd. Chemical, electrochemical, or electrical influences, changes made to the delivery item without our consent
made to the delivery item.
c. In order to be able to carry out the repair or replacement delivery that we deem necessary at our reasonable discretion, the customer must give us the necessary time and opportunity, otherwise we shall be released from liability and warranty for the resulting consequences. Only in urgent cases where operational safety is at risk or to prevent disproportionately large damage – in which case we must be notified immediately – shall the customer be entitled to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us.
d. If the complaint is justified, we shall bear the direct costs of rectification
or, in the case of replacement, the costs of the replacement part and its shipping costs. For delivery/installation locations outside the Federal Republic of Germany, the total costs to be borne by us shall be limited to the order value.
e. In cases of contributory negligence on the part of the customer, in particular due to failure to comply with their obligation to avoid or mitigate damage, we shall be entitled to claim damages corresponding to the customer's contributory negligence after rectification.
f. The customer has the right to withdraw from the contract at his discretion if – taking into account the statutory exceptions – a reasonable deadline set for us to repair or replace the goods due to a material defect expires without result.
If the defect is only minor, the customer shall only be entitled to a reduction in the contract price. Otherwise, the right to a reduction in the contract price is excluded.

For installations, repairs, and other services, Section XV. 8. and 9. shall apply instead of Section X.1.f.

Legal defects

g. If the use of the delivery item within the periods specified in Section IV leads to the infringement of industrial property rights or copyrights, we shall, as a matter of principle, procure the right for the customer to continue using the delivery item or modify the delivery item in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time,
both parties shall be entitled to withdraw from the contract. Within the periods specified, we shall indemnify the customer against any undisputed or legally established claims of the relevant property right holders.

h. The warranty for legal defects under Section X. 1. g. is final, subject to Section XI. in the event of an infringement of property rights or copyrights.
It shall only apply if

aa) the customer informs us immediately in writing, stating and describing the asserted infringements of property rights or copyrights.

bb) The customer supports us to a reasonable extent in defending against the asserted claims or enables us to carry out the modification measures in accordance with Section X.I. g.

cc) We reserve the right to take all defensive measures, including out-of-court settlements.

dd) The legal defect is not based on an instruction from the customer, or the infringement of rights was not caused by the customer
without authorization or used it in a manner not in accordance with the contract.

2. All other warranty claims (in particular for compensation for damage not caused to the delivery item itself) shall be determined exclusively in accordance with Sections XI and XV. 8. and 9.

XI. Liability

1. We shall only be liable, even in the event of damages due to breaches of duty during contract negotiations, regardless of the legal basis (in particular for compensation for damages that did not occur to the delivery item itself), in the following cases:

aa) Intent.

bb) Culpable breach of essential contractual obligations.

cc) Gross negligence on the part of our executive bodies or senior employees.

dd) Culpable injury to life, limb, or health.

ee) Defects that we have fraudulently concealed or whose absence we have guaranteed.

ff) Defects, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

2. In the event of a breach of essential contractual obligations, we shall also be liable for gross negligence on the part of non-executive employees, whereby liability shall be limited to reasonably foreseeable damage typical for this type of contract.

3. Our liability for the destruction of data is limited to the costs that would be necessary for its reconstruction if this data had been properly backed up by the customer.

4. Compensation for pure financial losses is limited by the general principles of good faith, for example in cases of disproportion between the order value and the amount of damage.

5. Any further liability – for whatever legal reasons – in particular for compensation for damage not caused to the delivery item itself, is excluded.

6. We shall not be liable for the consequences of defects for which we have not assumed any warranty in accordance with Section X. I. b.

XII. Insurance contract claims

Insofar as we, as co-insured parties, have direct claims against the purchaser's insurer with regard to the delivery item, the purchaser hereby grants us its consent to assert these claims directly.

XIII. Software

1. The general terms and conditions of other providers shall take precedence for software products from other providers included in the scope of delivery.

2. Our terms and conditions apply in addition to the general terms and conditions of other providers. Sections XI11. 3. to XI11. 5 apply analogously. In the event that the general terms and conditions of other providers are invalid, our terms and conditions shall apply.

3. The customer shall receive a simple, non-exclusive right of use to our software products on a permanent basis. The granting of sublicenses is not permitted.

4. The transfer of the source code underlying the software product is excluded, and we are not obligated to do so.

5. The customer may only modify our software products to the extent permitted by law. The customer may not remove manufacturer information—in particular copyright notices—or change it without our prior written consent.

XIV. Limitation period

1. Warranty claims of the customer shall become statute-barred 12 months after the transfer of risk. There is no warranty for the delivery and sale of used goods. The same applies to wear parts.

2. The statutory provisions shall apply in the event of intentional or fraudulent conduct and in the case of claims under the Product Liability Act.

3. All other claims of the customer - for whatever legal reasons - shall become time-barred 12 months after the transfer of risk.

4. The start of the limitation period is determined by the statutory provisions.

XV. Assembly, repairs, and other services

The following shall apply in addition to assembly, repairs, and other services:

1. The customer shall inform our personnel at its own expense about existing safety regulations and hazards and shall take all necessary measures to protect persons and property at the workplace.

2. The customer shall support our personnel in carrying out the work at its expense to the
to the extent necessary and provide any assistance required by the contract
, such as, if necessary, preparing the construction site, providing tools and lifting equipment, providing water and electricity, etc.

3. The assistance provided by the customer must ensure that our work can be started immediately upon arrival of our personnel and carried out without delay until acceptance.

4. If the customer fails to fulfill its obligations, we shall be entitled, but not obliged, to carry out the actions incumbent on the customer in its place and at its expense.

5. If a repair cannot be carried out for reasons beyond our control, the customer shall compensate us for services already rendered and expenses incurred.

6. Parts replaced in the exchange process become our property and must be handed over.

7. If the service has been lost or deteriorated prior to acceptance through no fault of our own, the customer shall reimburse us for the price minus any expenses saved.

8. Only repair deadlines confirmed by us in writing are binding.

9. In the case of installation, repairs, and other services, the customer is entitled to a reduction in accordance with the statutory provisions if—taking into account the statutory exceptions - a reasonable deadline set for us during our delay to perform the service expires without result. The right to a reduction also applies in other cases where the rectification of defects fails. The customer is only entitled to withdraw from the contract if, despite the reduction, the repair is demonstrably of no interest to the customer.

XVI. General

1. In the case of the sale of used goods, any warranty on our part is excluded, unless we are legally liable.

2. All taxes, fees, and charges in connection with the service outside the Federal Republic of Germany shall be borne by the customer and reimbursed to us if necessary.

3. We store personal data in compliance with the statutory provisions.

4. We do not reimburse any return transport costs for packaging.

5. The customer shall obtain the permits and/or export and import documents required for their use of the products at their own expense.

6. The place of performance and fulfillment for the customer's obligations towards us is Zülpich.

7. Should individual provisions of these terms and conditions or of the contract be or become invalid in whole or in part, the remaining provisions shall remain unaffected.

XVII. Applicable law, place of jurisdiction

1. For all disputes arising from the legal relationship between us and the customer, the place of jurisdiction shall be Euskirchen if the customer is a merchant, a legal entity under public law, or a special fund under public law. This applies to all disputes arising directly or indirectly from the legal relationship between us and the customer, including any actions on bills of exchange and checks. We are also entitled to bring legal action at the purchaser's headquarters. However, we reserve the right to assert our claims at any other permissible place of jurisdiction.

2. The law of the Federal Republic of Germany applies, excluding all conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).