

## GENERAL TERMS AND CONDITIONS OF PROVISION OF THE ELEVATORSENSE BOX

### I. General

1. WITTUR GmbH ("WITTUR") is offering, either itself or through Affiliates as further defined hereinafter, a solution consisting of hardware collecting data from passenger and freight elevators in buildings ("Elevator(s)") or components thereof (the "ElevatorSense Box"), and the ElevatorSense mobile and web application (the "App") (both the ElevatorSense Box and the App hereinafter "ElevatorSense Solution").

2. The following general terms and conditions of provision of the ElevatorSense Box ("ElevatorSense Box Terms") apply to all orders for the ElevatorSense Box (each an "Order") and constitute together with the respective Order an agreement ("Order Agreement") that WITTUR GmbH concludes with a customer ("Customer", "It") (WITTUR and Customer jointly referred to as the "Parties" and individually as a "Party"). The provision of the App will be governed by terms of use to be accepted separately by Customer when accessing the App and which can be found hereunder [please insert link to App terms].

3. The ElevatorSense Box may also be offered by Affiliates of WITTUR to Customer, which are acting on behalf of WITTUR, with WITTUR remaining the sole contracting party of Customer in such scenario with respect to the ElevatorSense Box. "Affiliate" means all companies that are majority owned or involve majority shareholding or equity interests in relation to each other, dependent and controlling

companies, companies under the uniform management of a single controlling company, and companies that hold shares or equity interests in each other.

4. WITTUR provides the ElevatorSense Box exclusively to entrepreneurs. An entrepreneur is a natural or legal person or a partnership with legal capacity who or which, when entering a legal transaction, acts in the exercise of its trade, business or profession. Consumers may not use the ElevatorSense Box.

5. WITTUR and Customer agree that the Order and these ElevatorSense Box Terms shall exclusively govern the provision and use of the ElevatorSense Box and no other general terms and conditions will apply, even if they have not been expressly rejected while knowing of terms and conditions of the other Party that conflict with or deviate from these ElevatorSense Box Terms. In the event of any conflict between the provisions of the Order and these ElevatorSense Box Terms, the provisions of the Order shall take precedence.

6. The Parties acknowledge and agree that the provision of the ElevatorSense Box in the local jurisdictions specified in Appendix 1 require additional or divergent terms or requirements to be added to or in place of those set out in these ElevatorSense Box Terms. Thus, the contractual relationship between the Parties is subject to additional or divergent terms as specified in Appendix 1, if applicable (hereinafter: "Local Jurisdiction

Terms"). In case of conflict between these ElevatorSense Box Terms and the Local Jurisdiction Terms, the Local Jurisdiction Terms shall prevail.

## **II. Description of the ElevatorSense Solution**

1. The ElevatorSense Box is a portable technical device with internal sensors as well as interfaces for external sensors enabling to generate, collect and record physical data of Elevators as listed in more detail in the Order Agreement ("Raw Data"). The ElevatorSense Box is to be installed by Customer on the roof of the Elevators which are maintained by Customer. WITTUR transmits secure and encrypted data streams through a cellular network and maintains and reports functions of lift communication, monitoring and safety devices. All Raw Data are automatically transferred from the ElevatorSense Box to a cloud based data center operated by a third party provider on behalf of WITTUR. The ElevatorSense Box is compatible with WITTUR elevator doors only.

2. Raw Data will be processed, and new data will be generated from Raw Data by WITTUR using state of the art algorithms, including but not limited to physical models, machine learning, and artificial intelligence, for the purpose of evaluations relating to the proper functionality of the Elevator, its utilization, wear of certain Elevator components and its energy-efficient and equipment-saving operations ("Derived Data").

3. The Derived Data will be made available to Customer in aggregated and anonymized form in the format of

visualizations, notifications, instructions and evaluations in the App ("Recommendations"). Such Recommendations include but are not limited to measures to be implemented and proposals regarding the renewal or addition of components to the Elevator and may contain a hyperlink to WITTUR's web shop for elevator components and products.

4. The App includes further features based on Derived Data as described in the specific Order Agreement ("Services") that Customer may select in accordance with the package chosen as specified in the specific Order Agreement.

5. In order to take full advantage of the ElevatorSense Solution, an internet connection must be established.

## **III. Order Process, Conclusion of the Order Agreement**

1. The ElevatorSense Solution displayed on WITTUR's or its Affiliates websites including the ElevatorSense Box constitutes a non-binding offering and does not constitute an offer to conclude an agreement.

2. By placing an order (physically or via the website), depending on the package chosen in the Order, Customer makes a binding offer to purchase or rent the ElevatorSense Box and, thus, to conclude an Order Agreement.

3. To place an Order via the website, Customer may put the ElevatorSense Box into its shopping basket in a non-binding manner and then correct its entries at any time using the "Back" button in the browser before placing the binding Order. In the basket itself, Customer can change the

quantity and specifications of the ElevatorSense Box or delete it from the basket at any time.

Next, Customer is required to enter all of the data that is relevant to the processing of the Order (first and last name, billing and delivery address, selection of a payment method and payment details, e-mail address). During the order process, WITTUR provides technical resources in the form of a standard check for completeness and plausibility (check to see whether all mandatory fields have been completed and whether the characters entered are appropriate for the mandatory field in question) to help to recognize any errors Customer have possibly made in its entries.

Customer's order data is then summarized in an overview once again for the final check. By clicking on the "Buy Now" button, Customer places a binding Order for the ElevatorSense Box in its basket.

4. Customer may only place a binding Order if Customer takes note of and agrees to the application of these ElevatorSense Box Terms and the Privacy Policy. If the Order is placed online this is to be done by placing a checkmark in the respective field.

5. The ElevatorSense Box Terms can be printed using the "Print" function and saved using the "Save" function on the website.

6. After Customer has placed an Order for an ElevatorSense Box through WITTUR's website or physically, WITTUR will confirm without undue delay receipt of Customer's Order ("Order Acknowledgement"). For Orders placed on the website Order Acknowledgement will

be done to the email address indicated in the Order via an automatically generated email. This Order Acknowledgment means that the Customer's Order has been received; it does not mean that the Customer's Order has been accepted.

7. The Order Agreement between WITTUR and Customer regarding the provision of the ElevatorSense Box will only be formed when WITTUR sends an order confirmation ("Order Confirmation") to the Customer by separate email or in writing. The Order Confirmation will be sent within three (3) business days following the day of the Order. The Order Confirmation will also contain all details of the Order Agreement (including the details of the Order and these ElevatorSense Box Terms as well as the Privacy Policy) in text form.

8. As an entrepreneur, the Customer has no right of withdrawal.

#### **IV. Provision of ElevatorSense Box**

1. Upon Customers choice the ElevatorSense Box can be provided to Customer in different packages which differ in their scope of services as further specified in the specific Order.

2. Customer will install the ElevatorSense Box to its or its client's Elevators only in accordance with the instructions given by WITTUR and will in particular refrain from any mounting that could be considered a combination with its or its client's goods ("Verarbeitung").

#### **V. Add-ons**

In addition to the packages chosen in the specific Order, Customer shall have the option to purchase add-ons as specified in the Order.

## **VI. Obligations of the Customer**

1. Customer shall give clear notice to the Elevator owner or its representative that the ElevatorSense Box is installed and of its purposes, in particular that WITTUR is neither willing to nor technically able to process any personal data of passengers of the Elevator by the ElevatorSense Box.
2. Customer shall not install the ElevatorSense Box if the Elevator owner, or any of its representatives, have disagreed with the installation of the ElevatorSense Box.
3. Customer shall not, without WITTUR's prior written consent, make or give any other representations, warranties, promises or other statements to passengers, the Elevator owner or any other parties concerning the ElevatorSense Box or the ElevatorSense Solution.

## **VII. Prohibited Use**

1. It is strictly prohibited for the Customer:
  - to try to get access to any data from the ElevatorSense Box or to download and print off materials or information from the ElevatorSense Box;
  - to knowingly transmit any data, send or upload any material from or to the ElevatorSense Box, in particular any data that contains viruses or other harmful code;
  - except as expressly permitted by law, to copy, adapt, reverse engineer, decompile or disassemble the ElevatorSense Box or to permit any third party to do so; and
  - try to or allow a third party to gain unauthorized access to the ElevatorSense Box.

2. Customer acknowledges that the names, images, logos and trademarks identifying the ElevatorSense Solution as well as any intellectual property in the ElevatorSense Solution are owned by WITTUR or its business partners and must not be used without WITTUR's prior written consent.

3. The ElevatorSense Box is only intended for use in the countries listed in the specific Order. When using the ElevatorSense Box, Customer shall comply with all laws applicable for the usage of such device and shall, in particular, not try to trace back any of the Raw Data or Derived Data, that is made available to him through the ElevatorSense Box and the App, to any natural person.

## **VIII. Consideration, Payment Terms**

1. For the provision of the ElevatorSense Box Customer shall pay WITTUR the consideration as set out in the specific Order.
2. Any consideration under the Order Agreement is exclusive of value added tax (VAT) and import duties, which shall be borne and paid by Customer in addition, where applicable.
3. Unless otherwise agreed upon, all payments shall be made upon receipt of an accurate and complete invoice and be paid within ten (10) days after receipt.
4. Customer shall only have the right to withhold payments or offset them against counterclaims to the extent that his counterclaims are undisputed or have been finally determined by a court of law.

#### **IX. Term and Termination**

1. The subscription term and/or usage rights for the ElevatorSense Box shall end as specified in the specific Order.
2. If Customer has opted for a rental model in the Order and does not terminate the Order Agreement in writing three (3) months before the end of the respective term, the term shall be automatically extended for twelve (12) months and Customer shall be obliged to pay the considerations as agreed for the term.
3. The right to terminate the Order Agreement with immediate effect for good cause remains unaffected. Customer acknowledged and is aware that Customer's termination for convenience of the Order Agreement will not impact its obligations that may still arise from the Order Agreement.

#### **X. Delivery and Warranty**

1. The delivery of the ElevatorSense Box shall be made to Customer at delivery terms as specified at the time of conclusion of the specific Order Agreement and as defined by the International Chamber of Commerce (ICC) INCOTERMS 2020.
2. WITTUR shall confirm the date of delivery of the ElevatorSense Box without undue delay after conclusion of the Order Agreement. WITTUR shall inform Customer without undue delay of any potential delay in delivery and the estimated date of delivery shall be adjusted accordingly. Customer shall be entitled to send a warning note to WITTUR requesting delivery after expiry of two (2) weeks after the initially estimated delivery date and to claim damages for any delay in

delivery after fruitless expiry of one (1) further week.

3. Upon delivery, Customer shall carefully inspect the ElevatorSense Box and shall inform WITTUR about any visible non-conformity of the ElevatorSense Box. All other defects shall be reported to WITTUR without undue delay after the moment of detection, in no case however later than ten (10) days after such event. Costs of the inspection shall be borne by Customer. Should the Customer not provide the required notices in the agreed timeframe, the ElevatorSense Box is deemed accepted and Customer loses any warranty right.

4. In the event of a defect of the ElevatorSense Box, WITTUR shall, at its own discretion, provide subsequent performance by remedying the defect (subsequent improvement) or deliver a defect-free ElevatorSense Box (subsequent delivery) in due time. Customer is allowed to rescind from the Order Agreement if the defect could not be remedied within a reasonable period of time. Due to the nature of the ElevatorSense Box, the Parties acknowledge that remedying the defect by Customer itself (self-remedy) or a third party appointed by Customer is no suitable remediation mean.

5. Costs arising from the repair or replacement delivery, shall be borne by WITTUR - insofar as the complaint proves to be justified – including any agreed shipping costs.

6. No warranty is assumed in particular in the following cases: unsuitable or improper use of the ElevatorSense Box or any modification thereto by the

Customer, faulty or negligent treatment, defective construction work, chemical, electrochemical or electrical influences – insofar as WITTUR is not responsible for them.

#### **XI. Liability**

1. WITTUR is liable without limitation for damages caused by willful intent or gross negligence of WITTUR or its vicarious agent, for damages caused by injury to life, body or health as well as within the scope of applicable product liability laws.

2. For damages and expenses caused by simple negligence, WITTUR shall only be liable for typically foreseeable damages if these damages and expenses were caused by WITTUR violating essential contractual obligations. Contractual obligations are essential if their fulfilment is required to achieve the purpose of the Order Agreement and the Customer may therefore rely on their fulfilment.

3. In all other respects WITTUR shall not be liable.

#### **XII. Data Protection and Utilization of Data**

1. The Parties agree that Raw Data and Derived Data do not contain any personal data in the meaning of the applicable data protection laws.

2. To the extent that personal data is processed in connection with the performance of the Order Agreement, the Parties undertake to comply with the applicable data protection laws. To the extent necessary, the Parties shall conclude and, if required, amend further

supplementary agreements related to the processing of personal data.

3. WITTUR is the owner of all Raw Data and Derived Data. WITTUR reserves the right to store and use any such data for further purposes, e.g. improvement of its services and development of future elevator-related products, and to make it available to third parties.

4. WITTUR grants to Customer, limited to the purposes permitted under the Order Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Derived Data.

#### **XIII. Confidentiality**

1. The Parties undertake to observe the confidential nature of all Confidential Information and to protect them as trade secrets in the sense of applicable laws.

2. "Confidential Information" means any and all information, documents or data concerning the relevant other Party that are exchanged between, provided by, or otherwise become known to WITTUR and Customer on the occasion of implementation of the Order Agreement or information of the respective owner that is otherwise embodied and is designated as confidential or should be viewed as confidential according to the nature of the information or the circumstances of transmission thereof.

3. Confidential Information must be used only for the purpose of implementing the Order Agreement. It must be treated as confidential during the term of the Order Agreement and for a further five (5) years after termination of the Order Agreement, not disclosed to third parties, and subjected to at least the same measures

that the receiving Party takes to protect its own confidential information.

4. The obligation of confidentiality does not apply to Confidential Information that, at the time when it is provided, (i) is public knowledge, (ii) is already lawfully in the receiving Party's possession, or (iii) has been disclosed in a legally permissible manner by third parties, or (iv) that the receiving Party is obligated to disclose by reason of a decision or order issued by a government entity. In the cases covered by alternative (iv) above, the Party providing the information must be notified without delay.

5. Confidential Information may be disclosed to employees, subcontractors, customers and other business partners that require knowledge thereof in order to implement the Order Agreement, provided that the relevant recipient is subject to an obligation of confidentiality comparable to that contained in this Section.

#### **XIV. Miscellaneous**

1. WITTUR reserves the right to transfer the Order Agreement with the Customer to another company. Customer will be informed about such a transfer and may rescind from the Order Agreement within ten (10) calendar days after having received the information on the transfer.

2. All claims of the Customer – on whatever legal grounds – shall become statute-barred after twelve (12) months.

3. The Order Agreement and these ElevatorSense Box Terms shall be exclusively governed by and construed in accordance with the laws of Germany to the exclusion of the UN Convention on

Contracts for the International Sale of Goods (CISG)

4. All disputes arising in connection with the Order and these ElevatorSense Box Terms shall be submitted to the competent court in Munich, unless otherwise agreed in the Order.

5. No variation or alteration of these ElevatorSense Box Terms shall be of any force or effect, unless in writing and signed by both Parties. This also applies to any waiver of this written form requirement.

6. A failure to exercise or delay in exercising any right, power or privilege by any party will not operate as a waiver of that right, power or privilege without prejudice to Section XIV.2.

7. Should one or more provisions of these ElevatorSense Box Terms be invalid or unenforceable due to violation of applicable law or other reasons, the rest of the ElevatorSense Box Terms shall not be affected. The invalid or unenforceable provision shall be replaced by a valid, enforceable provision, which most approximately represents the mutual understanding of the Parties.

#### **XV. Appendices**

The following Appendices form an integral part of ElevatorSense Box Terms:

##### **Appendix 1 – Local Jurisdiction Terms**

##### **Appendix 1 LOCAL JURISDICTION TERMS**

Distribution Country Additional or Divergent Terms

India Section III. (Order Process, Conclusion of the Order Agreement) is supplemented as follows:

The Customer consents to the collection of its financial information (including any credit card or debit card information, or bank account details) by WITTUR or its Affiliates for the purpose of processing of the Order. These payment details may be disclosed or transferred by WITTUR or its Affiliates to third parties for the purpose of processing of the Order, or otherwise processed in accordance with the Privacy Policy.

**Section XI.2. (Liability) is amended as follows:**

For damages and expenses caused by WITTUR's material breach, WITTUR shall only be liable for damages which naturally arise in usual course from such breach, or which the User knew, when they agreed to the Terms of Use, to be likely to result from the breach of it and shall (i) not include any damages arising from any remote and indirect loss or damage sustained by reason of the material breach and (ii) be limited to the consideration received from the User for the ElevatorSense Solution, which the Parties agree is a fair, reasonable and genuine pre-estimate for any damages arising by reason of any material breach.

**Section XIV.2. (Miscellaneous) is amended as follows:**

All claims of the Customer – on whatever legal grounds – shall become statute-barred after 36 (thirty-six) months.

Italy Section XIV.2. (Miscellaneous) is amended as follows:

All claims of the Customer – on whatever legal grounds – shall be exercised within twelve (12) months from the event giving rise to the claim under penalty of forfeiture. United Kingdom (English law) Section X.6. (Delivery and Warranty) is supplemented as follows:

Except for the representations and warranties stated in these ElevatorSense Box Terms, WITTUR disclaims all representations and warranties of any kind, express or implied (and whether by statute, law or a course of dealings) to the maximum extent allowed by law. Specifically, WITTUR does not warrant that the ElevatorSense Box and the ElevatorSense Solution will meet Customer's requirements or that they will be fit for a particular purpose or operate without interruption or error.

**Section XI.2. (Liability) is amended as follows:**

Nothing in these ElevatorSense Box Terms shall limit or exclude WITTUR's liability for (i) death or personal injury caused by WITTUR's negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by Section 2 of the UK Supply of Goods and Services Act 1982; (iv) any matter in respect of which it would be unlawful for WITTUR to exclude or restrict liability. Except to the extent expressly stated, all terms implied by Sections 3 to 5 of the UK Supply of Goods and Services Act 1982 are excluded. Subject to the foregoing, WITTUR shall only be liable for typically foreseeable damages and expenses if these damages and expenses



were caused by WITTUR's material breach, which WITTUR has not remedied within thirty (30) days from receipt of notice of the breach from Customer. Subject to the foregoing, WITTUR excludes all other liability (whether direct or indirect, and regardless of the cause) under these ElevatorSense Box Terms.

**Section XIV.8. (Miscellaneous) is supplemented as follows:**

These ElevatorSense Box Terms are between WITTUR and the Customer. No other person shall have any rights to enforce any of its terms. Neither party will need to get the agreement of any other person in order to end the contract or make any changes to these terms.