

## KONE GTCs (GENERAL TERMS AND CONDITIONS FOR MAINTENANCE SERVICES & DIGITAL SERVICES)

### 1. DEFINITIONS

Capitalized terms used here shall have the meaning given to them in the Contract. Further, the following terms shall have the following meanings:

Term	Description
Contract	The contract entered into between KONE and the Customer for provision of the Services including these General Terms and Conditions and all other appendices of the contract including those referred to therein.
Contract Price	The consideration payable annually to KONE by the Customer for the performance of the Services exclusive of value added tax
Digital Services	KONE 24/7 Connected Services, KONE PeopleCount, KONE API Services, KONE Residential Flow, Access and Visit, KONE Elevator Call, KONE Information, KONE Elevator Music, as well as future digital services offered by KONE.
Equipment	The elevators, escalators industrial doors and/or automatic doors listed in the Contract and their parts, as the context may require.
Excluded Events	(a) Fire, smoke, water, moisture, overloading or building settlement (whether existing exposure or prior exposure), (b) abnormal temperature or humidity or other adverse conditions, (c) fluctuations, disruptions or unavailability of power supply or communication networks, (d) computer viruses, hacking or cyber-attacks, (e) misuse, tampering, theft or vandalism of the Equipment or any devices provided by KONE, (f) pressure testing or testing under full load or speed (g) work done by anyone else other than KONE on the Equipment or any devices provide by KONE, (h) obsolete Equipment or parts and (i) other causes not within KONE's reasonable control.
External Application Provider	A third party providing services to the Customer utilizing the KONE API Services.
Fees	The instalment of the Contract Price payable by the Customer for the performance of the Services as set out in the Contract.
Normal Working Hours	The time between 08:00 to 17:00 from Monday to Friday, excluding Bank Holidays and other statutory holidays.
Party or "Parties"	The Customer and/or KONE.
Service Price	The fees payable by the Customer for each Digital Service as set out in the Contract.
Services	The services agreed to be performed by KONE relating to the Equipment as detailed in the Contract.
Site	The building(s) where the Equipment is located.
Start Date	The date stated in the Contract as the start date.
Statutory Requirements	All applicable statutory, regulatory and legislative requirements concerning the condition and maintenance of the Equipment.
Users	The natural persons that are the end-users of Digital Services.

### 2. PROVISION OF SERVICES

KONE shall perform the Services in accordance with the Contract in all material respects. In performing the Services, KONE shall use reasonable efforts to maintain the Equipment in proper operating condition. KONE shall use trained and appropriately supervised personnel to perform the Services and shall provide the Services in accordance with the Statutory Requirements.

KONE shall perform the Services during Normal Working Hours. Unless otherwise agreed in the Contract, any work done outside Normal Working Hours (including contacting the KONE Customer Care Centre (unless included in the Contract Price) is not included in the Contract Price and will be charged separately by KONE.

If the Customer requests additional services outside the scope of the Contract, KONE may (but has no obligation to) provide such services. If KONE agrees to provide such services, KONE will charge for these separately.

### 3. EXCLUSIONS FROM THE SCOPE OF SERVICES

Unless otherwise agreed in the Contract, the following work and/or parts are excluded from the Services and are separately chargeable by KONE:

- Repair and replacement of lighting elements and batteries;
- Refilling and replacement of gearbox oil and the disposal of waste oil;
- The Disposal of any and all materials;
- Replacement for any reason of the machine, drive, control panel, destination operating panels, destination guidance screens, major gearbox components (including drive sheaves), ropes and, for hydraulic elevators, cylinders and pistons;
- All third party manufactured drive units;
- Repair, replacement, renewal or upgrades of parts or components and/or other work caused directly or indirectly by Excluded Events;
- All modifications to the building structure, civil and building works, wiring runs, and connections to alarm or access control systems;
- Cleaning, except for cleaning of dirt that is directly caused by the provision of the Services;
- Pressure testing or testing under full load or speed;
- Inspections or testing of the Equipment by authorities, inspection bodies or other third parties;
- Maintenance and repair of the Site local area network (LAN);
- Repair and replacement of Customer's access control systems and communications equipment (such as info screens, TVs, music systems);
- Where the Equipment was not originally supplied and installed by KONE, installation, repair and/or replacement of parts or additional materials due to defects in the quality of the manufacturer's or installer's equipment, materials or workmanship;
- where the Equipment, parts or components are not supplied and/or installed by KONE, any inspection of the Equipment as well as any installation, repair and/or replacement of parts, components or additional materials due to defects and/or serial defects in the manufacturer's quality, materials or workmanship;
- specialist access equipment;
- Repair, renewal, replacement and/or modifications to the Equipment or additional work required by new or changed Statutory Requirements after the Contract Start Date;

- (q) Repair and replacement of parts or Equipment that in KONE's reasonable opinion are obsolete and other ancillary modernization of the Equipment required because of the obsolete part or component;
  - (vi) Equipment, parts or components that are identified by KONE as requiring repair, renewal or replacement in KONE's first maintenance visit dilapidation report or similar report;
  - (vi) all call outs are chargeable in addition to the Contract Price except in relation to KONE Care Plus, for which travel, labour, and material element of all call out attendance above the call-out threshold limit agreed per individual occurrence;
  - (vii) all instances of "No Fault Found" when equipment was "Working on Arrival", as detailed in KONE's notification reports;
  - (viii) light and power mains and switch gear on the supply side of, and including, the main circuit breakers or isolation switch;
- (r) For elevators:
  - a. repair, replacement or redecoration of car, shaft enclosures, gates, door panels, door frames, car and landing sills and decorative works;
  - b. (cleaning of car interiors, car and landing sills, glazed shafts, car lights and/or car exteriors;
  - c. replacement of cylinders and pistons in hydraulic elevators or replacement of ropes for any reason; and
  - d. replacement of batteries.
- (s) For escalators:
  - a. repair or replacement of handrails, internal and external balustrades, truss cladding, skirtings, deck panels, floor plates, steps, step chains, comb plates, decorative finishes and other panels.
- (t) For automatic doors:
  - a. repair, replacement or redecoration of door structures, surfaces and enclosures (including without limitation ledges, beams, guides and supports);
  - b. decorative works;
  - c. light and power mains and switch gear on the supply side, including without limitation the main circuit breakers or isolation switch of the door;
  - d. Installation, maintenance and repair of Customer's doors, electrical locks and other components not specifically provided by KONE under the Contract
  - e. Cleaning lighting, slats and glass panels; and
  - f. components to be maintained which are not easily accessible.

#### 4. RESPONSIBILITIES OF THE CUSTOMER

The Customer shall immediately inform KONE of:

- (a) Any malfunction, emergency breakages or failures of the Equipment or Digital Services or accident or incident involving the Equipment;
- (b) Any hazardous substances, such as asbestos, at the Site and their presumed locations;
- (c) Any change or planned change in the use of the Equipment or the Site; and
- (d) Any changes to its invoicing details and contact persons.

If the Equipment is dangerous to any person, the Customer shall take the Equipment out of use until KONE's personnel arrive on Site. Additionally, KONE shall be entitled to immobilize all or part of the Equipment if, in KONE's reasonable opinion, there is a risk that the Equipment will cause injury or damage to any person or property. The Customer is responsible for minimizing the damages that may occur from malfunctions or defects of the Equipment or the Digital Services or due to Excluded Events.

The Customer shall provide KONE's personnel a safe and adequate working environment. The Customer shall provide KONE's personnel easy access to the Equipment, including car parking close to the Equipment allowing easy transportation of heavy tools and spare parts to the Equipment.

The Customer shall co-operate with KONE as reasonably requested by KONE. The Customer shall provide any information requested by KONE relating to the Equipment and shall ensure that any information it provides is complete and accurate. The Customer shall comply with all applicable Statutory Requirements, including work safety regulations and any applicable retroactive norms relating to the safety of existing Equipment.

If the Customer determines that it requires services outside the scope of this Contract, the Customer shall provide KONE with an opportunity to provide a quotation. If the Customer elects to have a third party perform such services, KONE reserves the right to adjust the Contract Price or the Fee.

The Customer shall notify KONE if a third party works on the Equipment during the term of the Contract. The Customer will reimburse KONE for the cost of inspecting any third party work and any additional work required by KONE.

The Customer is responsible for all wiring at the Site and a stable power supply for the Equipment. The Customer is responsible for the LAN used and any interface between the LAN and the Equipment. The Customer shall ensure that the LAN and any possible interface towards the Equipment meets the technical requirements informed by KONE and/or the supplier of the Equipment, and that the LAN does not interfere negatively with the functioning of the Equipment.

If the Customer fails to comply with any of its responsibilities under this Clause 4, KONE shall be entitled, without limiting its other rights and remedies, to suspend the Services until the Customer has remedied such failure or removed or appropriately contained the hazardous substances and/or materials. KONE shall be entitled to recover all losses, costs and expenses incurred due to the suspension and/or resumption of Services. The Customer shall defend, indemnify and hold KONE harmless from and against all liabilities, costs, expenses, damages and losses by KONE arising out of or in connection with any breach of this Clause 4 by the Customer or the Customer's negligence or wilful misconduct.

#### 5. CONTRACT PRICE, FEE & PAYMENT TERMS

Unless otherwise agreed in the Contract, payment of the Fee is due in advance as invoiced and within 30 days from the date of the invoice. Any charges and payments shall be calculated according to KONE's standard scale of charges for the time being in force. Payment of taxes, including any Value Added Tax, is in addition to the Fee.

KONE may adjust the Contract Price annually and such adjustment shall take into account items including but not limited to any increase in labour, material or other costs of performing the Services. Further, KONE may adjust the Contract Price without delay to take into account any increase in the costs of performing the Services due to new or changed Statutory Requirements or tax provisions coming into effect after the Start Date or due to material changes in the use of the Equipment (including significant increase in use since the Start Date) or Site.

If payment of any amount due under the Contract is delayed, KONE is entitled to charge interest on the overdue amount at 8% per annum above the base rate of the Bank of England. KONE shall also have the right, without prejudice to other remedies, to suspend provision of the Services upon the expiry of 7 calendar days' notice and such suspension shall last until the Customer has paid all amounts due in full with interest. KONE shall be entitled to recover all reasonable costs and expenses incurred due to the suspension and/or resumption of Services. Where the Customer fails to pay the Fee or Fees following suspension, KONE shall be entitled to terminate the Contract upon the expiry of 14 calendar days' notice.

#### 6. SPARE PARTS

KONE shall use reasonable endeavours to ensure that all parts supplied by KONE are original parts and/or of similar functionality and quality as original parts. If original parts or components are not available, the parts or components fitted will be of equal or similar functionality and quality. Title to parts supplied by KONE shall pass to the Customer only after payment in full for the parts. Risk of damage or loss in parts and components

supplied by KONE under the Contract and/or a separate order related to the Contract shall pass to the Customer upon delivery.

KONE warrants that parts supplied by KONE shall be free from defects for a period of 1 year from installation by KONE, or if not immediately installed, from delivery to the Customer. The warranty does not cover defects due to normal wear and tear and Excluded Events. KONE's liability for any defect in a part supplied by KONE or workmanship shall be limited to the replacement of such part by KONE at its expense. Any part or component replaced by KONE shall become the property of KONE.

## **7. FORCE MAJEURE**

KONE shall not be liable for any failure to fulfil any obligation under the Contract to the extent prevented or delayed by circumstances beyond KONE's reasonable control such as, but not limited to, acts of God, acts of government, trade sanctions, war, terrorism, civil commotion, material shortages, transportation delays, strikes, lock-outs or other labour unrest, adverse climate conditions, epidemics, natural disasters, accidents or failures of the External Application Providers.

## **8. INTELLECTUAL PROPERTY RIGHTS**

KONE (or a KONE group company) shall retain title and ownership to all intellectual property rights relating to any devices, software, documentation, drawings or other material supplied by KONE under or in relation to this Contract.

The Customer shall not use, copy or share with third parties any software, documentation, drawings, or other materials supplied by KONE under the Contract for any other purpose than use and maintenance of the Equipment, or allow a third party to do so.

KONE may collect, export and use data generated on the use and operation of the Equipment, Services and Digital Services. KONE may export such data using a network connection and owns any data exported to KONE.

KONE collects certain personal information on the Customer's representatives. Such data is primarily used for providing the Services and managing the customer relationship, but may also be used for contacting the representatives (by phone, e-mail, SMS and other electronic means) for surveys and to market KONE's and its partner's products and services. More information about the data processing can be obtained from KONE's website ([www.kone.com](http://www.kone.com)). The Customer undertakes to perform its duties pursuant to legislation applicable to data processing required or implied by the Contract.

## **9. LIABILITIES**

Despite any other provision of the Contract, to the fullest extent permitted under applicable laws, KONE shall not be liable for any:

- (a) damages or losses caused by Excluded Events;
- (b) unavailability or malfunction of a Digital Service caused by Excluded Events;
- (c) loss of profit, loss of use, loss of business, loss of data, loss of good will and any indirect, consequential, incidental, special, or punitive damages;
- (d) damages or losses due to KONE being prevented from performing the Services due to Force Majeure or any failure of the Customer to satisfy any of its obligations under the Contract including without limitation those set out at Clauses 4 and 5;
- (e) any work required by reason of the Equipment not being in a safe and satisfactory condition on the Contract Start Date or thereafter or which otherwise falls outside the scope of the Services;
- (f) loss, damage or injury to persons or property due to the operation or malfunction of the Equipment, except to the extent that the loss, damage or injury is a direct result of KONE's negligence or wilful misconduct;
- (g) personal injury resulting from Equipment malfunctions or accidents which are not reported to KONE as set out in Clause 4;
- (h) any failure to notify, remind or advise the Customer of any impending or outstanding inspection or visit to the Equipment carried out by third parties or the Customers persons including the issuance of any subsequent reports if the Customer fails to provide KONE with actual dates of the inspection or visit at the commencement of the Contract; and/or
- (i) failure by the Customer to carry out any work or make any repairs, replacements or upgrades recommended by KONE or required by Statutory Requirements.

KONE's aggregate annual liability for any losses or damages arising under or in connection with the Contract shall in no event exceed 100 % of the aggregate Contract Price paid by the Customer under this Contract during the year.

Other than as explicitly set forth in the Contract, KONE makes no warranties, whether express, implied, statutory, or collateral, including without limitation warranties of merchantability and fitness for a particular purpose. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

## **10. DIGITAL SERVICES**

### **General Digital Services Terms**

If the Customer has opted for one or more Digital Services, the following shall apply:

The provisions relating to Services in these General Terms and Conditions shall also apply to Digital Services to the extent not in conflict with the provisions in this Clause 10.

KONE shall undertake reasonable efforts to ensure the availability of the Digital Services in accordance with the Contract. KONE does not warrant that the Digital Services will be uninterrupted or error-free.

Any devices used to provide the Digital Services shall be installed by KONE at appropriate locations indicated by the Customer. Unless otherwise agreed in the Contract, the devices are sold to the Customer and the warranty in Clause 6 applies.

As part of the Digital Services, KONE may provide the Customer and/or the Users with software. The Customer and Users may use such software only to access and use the Digital Services. The software shall be subject to specific license terms if so provided together with the software. KONE may from time to time provide updates to the software. If the software runs on a device controlled by the Customer or a User, the responsibility to install the update is with the Customer or User. To the extent any failure of or defect in the Digital Service could be avoided by using the latest version of the software, KONE shall not be responsible for such failure or defect. The Customer accepts that any content uploaded into the software may be stored in the cloud of KONE's third party service providers.

Unless otherwise stated in the Contract, KONE shall commence onsite or remote maintenance operations at the latest on the 5th working day after receiving a notice from the Customer about a defect or malfunctioning of the Digital Service. In the event KONE fails to commence the maintenance operations during such time period, KONE shall be responsible for the damages that may occur from the malfunction or defect after such time period, subject to the limitations of liability herein.

KONE shall not be liable for the unavailability or malfunctioning of any services provided by an External Application Provider or due to the incompatibility of the Users' mobile device with the Digital Services or defects in the Users' mobile device.

KONE may adjust the Service Price for Digital Services with three (3) months' prior written notice to the Customer. In case the Customer does not accept the changed Service Price, the Customer may terminate the affected Digital Service from when the changed Service Price comes into effect.

To the extent the Digital Service stores and process personal data of Users, the purpose of processing is to enable the functioning of relevant Digital Service. More specific terms and the data processing agreement applicable for data processing in each Digital Service are available from KONE's

website ([www.kone.com](http://www.kone.com)).

The Customer shall at all times remain solely liable for the accuracy, quality, and legality of the personal data the Customer provides to KONE, transmits to the software or otherwise processed in connection with the Digital Service and the means by which the Customer has acquired the personal data and shares such data with KONE.

If the Customer has opted for **API Services**, the following shall also apply:

KONE shall activate the selected APIs for the agreed Equipment. KONE will provide the Customer with passwords and identification details needed for activating and/or accessing the API Services. The Customer shall store such information securely and shall not share it with any third party. KONE is not liable for misuse of such information by a third party.

If the Customer has opted for **KONE Residential Flow, Access or Visit** or **KONE Elevator Call**, the following shall also apply:

KONE shall not be liable for the correctness of any User access rights granted by the Customer or in accordance with the Customer's instructions.

The Customer is committed to take all necessary measures to mitigate any safety risk in case of a malfunction of the Digital Service, including obtaining a temporarily locking system or obtaining extra supervision on the doors if necessary to prevent unauthorized access to the Site.

If the Customer has opted for **KONE Information**, the following shall also apply:

The Customer is responsible to ensure that it has the necessary rights to all materials displayed using KONE Information. The Customer shall not present any material that is illegal, offensive or harassing.

If the Customer has opted for **KONE 24/7 Connected Services**, the following shall also apply:

KONE 24/7 Connected Services is a collection of different services. If the Customer has opted for any KONE 24/7 Connected Services, the following shall apply:

Unless the Equipment already has the necessary hardware, KONE shall install the data transmission unit and other hardware necessary to provide KONE 24/7 Connected Services. Unless otherwise agreed, the hardware installed by KONE under this Contract and not part of the original Equipment delivery, is owned by KONE. The Customer shall provide KONE access to the hardware. KONE may update any hardware owned by KONE.

If providing KONE 24/7 Connected Services would require modernizing the Equipment, either Party may terminate the agreement for the KONE 24/7 Connected Services unless the Customer agrees to have such modernization undertaken at its costs.

KONE 24/7 Connected Services use a data transmission unit to transfer data on the Equipment operation to the KONE cloud for analysis. Network charges are included in the Service Price. However, if the Customer wants to use its own SIM card or network connection for the data transfer, KONE shall not be liable for the costs of such data transfer.

KONE shall not be liable for any failure of KONE 24/7 Connected Services due to Excluded Events. While KONE makes reasonable efforts to ensure that KONE 24/7 Connected Services function as intended, KONE makes no warranty that the services will be uninterrupted or error-free.

If the Customer has opted for KONE 24/7 Connect, the following shall also apply:

Repair and maintenance needs identified through KONE 24/7 Connect are acted upon based on the repair coverage agreed in the Contract. All call-outs, repairs, or maintenance prompted by KONE 24/7 Connect shall be performed during Normal Working Hours. All response times generated by the service shall be calculated starting from the beginning of Normal Working Hours the next business day.

If KONE 24/7 Connect identifies an urgent service need, and this is not covered by the repair coverage agreed in the Contract, KONE shall attempt to contact the agreed contact person(s) at the customer to agree on the necessary maintenance or repairs. However, even if KONE does not reach the contact persons, KONE may perform such maintenance or repairs identified as urgent. Such work shall be chargeable to the customer even if not covered by the repair coverage agreed in the Contract.

If the Customer has opted for **KONE 24/7 Planner**, the following shall also apply:

KONE shall analyse the condition of the relevant Equipment and based on this provide the Customer with a report with recommended repair and modernization actions for the Equipment. KONE will regularly update the report. While the report is based on KONE's reasonable efforts, it may contain errors or omissions. All costs or prices in the report are indicative and not binding. Should the Customer want to undertake the actions recommended in the report, the Parties shall agree separately on this.

If the Customer has opted for KONE 24/7 Alert, the following shall also apply:

KONE will provide the Customer notifications when the Equipment for which KONE 24/7 is activated is stopped and the presumed reason for the stop.

If the Customer has opted for **KONE People Count**, the following shall also apply:

The Customer shall ensure that power supply is available for the people flow counter(s), display(s) and other hardware sold by KONE to the Customer under the Contract ("Hardware").

The Customer shall promptly inform KONE of any malfunction or defect it detects in the Service or should have reasonably detected. The Customer is responsible for minimizing the damages that may occur from such malfunctions or defects or any Excluded Events.

The Customer shall keep the Entrance and the Hardware clean, dry and unobstructed and shall provide KONE safe and reasonable access to the Entrance and Hardware. When cleaning the Hardware, the Customer shall ensure that KONE's cleaning instructions are followed.

## 11. VOICE/DATA LINK

The Customer is responsible for provision of telecommunication lines and VOIP connection (including related equipment where applicable) required for remote monitoring systems, and payment of all costs and charges relating to the maintenance and use of the same. KONE will, however, subscribe, maintain and be responsible for GSM connection where required for the purposes of remote monitoring system. KONE shall not be held liable for any possible changes, unavailability, alterations, upgrades, fluctuations or resultant costs in the voice or data connection or any other changes made by network operators and/or third parties which may affect the functioning of the voice/data link device.

## 12. INFORMATION AND COMMUNICATION TOOLS

If the Customer uses KONE Online, KONE Mobile, KONE E-Link, other digital customer communication tools, KONE's application programming interfaces, direct system integrations between the customer and KONE, and/or any form of custom-made reporting by KONE (together "**Information Tools**"), the Customer may use the Information Tools solely for its internal information purposes, managing the Equipment and the Site, using KONE's services, and for making service requests related to the Equipment. Any service requests made through the Information Tools shall be deemed made by the authorized representatives of the Customer.

While KONE takes reasonable efforts to ensure that the information presented in the Information Tools is correct, any information provided is indicative only and cannot be relied upon. KONE makes no warranty that the performance of its Information Tools will be uninterrupted or error-free. KONE may at any time further develop or make changes to the Information Tools.

## 13. APPLICABLE LAW & DISPUTE RESOLUTION

The Contract will be governed by English law and the courts of England shall have sole jurisdiction over any disputes between the Parties relating to the Contract.

#### 14. TERM & TERMINATION

The Contract shall be in force for the Contract Term. Unless terminated in writing at least 60 days prior to the end of the Contract Term or any subsequent term, the Contract and Digital Services shall automatically renew for the Contract Term.

The Digital Services shall be in force for the Contract Term and automatically renew for the Contract Term, unless terminated by either Party in writing at least 60 days prior to the end of the Contract Term or any subsequent term. Termination of a Digital Service as set forth above shall not affect the other Digital Services or the Services.

If the Services are terminated and this would make it technically unfeasible, commercially unreasonable or otherwise impractical to provide the Digital Services, KONE may (at its absolute discretion) terminate the Digital Services without liability with immediate effect.

Without limiting its other rights and remedies, either Party may terminate the Contract with immediate effect, by giving written notice to the other Party, in the event that the other Party:

- (a) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (b) commits a material breach of the Contract and (where such breach is capable of remedy) fails to correct such breach within 30 days after receipt of written notice detailing the alleged breach.

Further, KONE may terminate the Contract with immediate effect in case of:

- (a) material changes in the main purpose of use of the Equipment or Site;
- (b) material changes in the ownership of the Site;
- (c) the Equipment is serviced or repaired by a third party during the Contract Term without the prior written approval of KONE;
- (d) KONE is unable to perform the Services or Digital Services due to Excluded Events or Force Majeure for more than 90 days;
- (e) the Customer fails to provide KONE access to the Equipment, a safe working environment and/or if hazardous substances are found at the Equipment or Site and the situation is not remedied by the Customer within 30 days; or
- (f) the Equipment does not meet the Statutory Requirements or is otherwise unsafe as determined by KONE and the Customer refuses necessary repairs or modernization of the Equipment to correct the situation.

Instead of terminating, KONE may in its sole discretion decide to suspend the Services (and shall provide 7 days' notice of such suspension) until the situation giving grounds for termination is remedied. KONE shall be entitled to recover all reasonable costs and expenses incurred due to the suspension and/or resumption of Services.

In the event that the Contract is terminated for any reason, KONE shall be entitled to receive immediate payment in full from the Customer for any Services performed before the effective date of termination, including the cost of parts or components ordered or incurred by KONE. Further, if the Contract is terminated other than for KONE's material breach of the Contract, in addition to any other remedies available to KONE, the Customer shall be liable to pay KONE as liquidated damages 30 % of the Contract Price or the Contract Price for the remaining Contract Term (whichever is the greater) which, but for the termination, would have been payable by the Customer for the remaining Contract term. The Parties agree that the said liquidated damages are without prejudice to any of KONE's other rights under or in relation to the Contract and are a reasonable pre-estimate of the loss suffered by KONE as a result of the termination, including KONE's abortive initial costs (such as up-front remedial repair costs, including provision for parts and labour and other preparatory work) and additional expenditure incurred to meet the Customer's requirements.

The Contract may also be terminated at the Customer's convenience. In which case, a termination fee shall become due and payable by the Customer, without prejudice to any of KONE's other rights. The said termination fee is equal to the aggregate Contract Price payable by the Customer for the remaining years of the Contract Term or pro-rata thereof but for the termination.

Services provided by an External Application Provider may be renewed or terminated individually in accordance with their own terms and conditions.

Any Clauses that by their nature are intended to survive termination of the Contract, will so survive (including Clauses 1, 4,5, 6,8,9,10,11,12,13 and 14). After termination, KONE may remove any hardware or maintenance productivity tools from the Equipment which are owned by KONE.

#### 15. MISCELLANEOUS

The Contract shall become effective on the earlier of signing by both Parties or the commencement of the provision of the Services by KONE. The Customer is deemed to have accepted the terms of the Contract and the Customer agrees that the provision by it of any purchase order is for administrative purposes only (even where receipt of the purchase order is demonstrated by its signing by KONE) and that the terms and conditions attached to, referred to or included in such purchase order shall not apply to the subject matter of this Contract.

Where the Contract is signed, the Customer signatories warrant that they are duly authorized to enter into this Contract on behalf of the Customer and KONE shall be entitled to rely on such signature (where applicable) as demonstrating this. If a competent authority deems that the signatories had no such authority then the signatories are personally responsible for the liabilities of the Party if they are not so authorized.

The Contract constitutes the entire agreement between the Parties relating to the Services, and supersedes all prior negotiations, representations and agreements between the Parties, if any. Any reference to the Customer's general terms included in a purchase order or otherwise shall not be binding upon the Parties.

The Contract and the scope of Services may only be amended by a written agreement signed by duly authorized representatives of both Parties. Any waiver of any rights or obligations under this Contract must be made in writing.

KONE may use subcontractors in performing its obligations under the Contract. KONE may assign this Contract to any company in the KONE group without the consent of the Customer. Any other transfer of the Contract requires KONE's prior written consent. Despite any transfer of ownership of the Site or change of the Site manager, the Contract will continue in full force and effect between the Parties unless terminated.

Some Digital Services may require for their proper functioning bypassing the access control solution for the Equipment and/or Site. The Customer consents to such bypassing and agrees that KONE and/or the External Application Provider shall not be liable for any damages or cost caused by such bypassing.

KONE reserves the right during the Contract Term to amend and update these General Terms and Conditions. Unless the Customer objects to such change within 30 days of the notice, the updated General Terms and Conditions will apply. Should the Customer object, and provided the Parties do not agree otherwise, the Parties can agree to continue the Contract under pre-existing General Terms and Condition.

KONE shall maintain in force for the duration of the Contract a general liability insurance with a reputable insurance company with terms typically associated with such insurance policies.

In case of any ambiguity or contradiction between the documents forming the Contract, they shall be read in the following order of priority: these KONE GTCs (General Terms and Conditions for Maintenance Services) followed by the KONE Tender and then all other Appendices.

KONE reserves the right to change or integrate new procedures in the Equipment's maintenance schedule in line with future advances in technology and product development.