

GENERAL SUPPLY TERMS AND CONDITIONS

In these General Terms and Conditions (the „Terms”), the following expressions will have the meanings specified below:

The Supplier or the Company: ASSA ABLOY Opening Solutions Bulgaria EOOD, having sole registration code BG 103050098, having EUR bank account no. (IBAN) SE8250000000057468271240, BIC ESSESESS, opened with SEB Bank (Scandinaviska Enskilda Banken AB), with its seat in Varna, Bulgaria, 10, Petko Staynov Str.;

Products: the Products offered for sale by the Supplier and purchased by the Buyer, which are identified in the annexes to the contracts concluded by it.

Buyer: any buyer purchasing any Products.

1. General aspects

These General Terms and Conditions are an inherent part of the sale contracts concluded by the Company in its capacity as Supplier. Except for situations where an authorized management member of the Supplier accepts in writing, any Terms and Conditions of the Buyer differing from or intended to be added to, to amend, replace or alter in any way these General Terms and Conditions will not be binding for the Supplier and will not have legal effects.

These Terms and Conditions will apply to all deliveries of Products performed by the Supplier to the Buyer. These Terms and Conditions will apply also in situations here, under the scope of a contract, the Supplier provides also specific services to the benefit of the Buyer, provided that the value of the sold products is higher than the value of the rendered services or that the main purpose of the contract consists of the sale of Products, and not the providing of services.

2. Orders

The placement of an order will be deemed as implying a full and unreserved acceptance of these General Terms and Conditions by the Buyer.

No order will be binding on the Supplier until it transmits, following the time of receipt of a firm order, a written confirmation of such order (the „Order”).

3. Delivery and acceptance

The Supplier may perform deliveries in installments, and the quantities corresponding to such orders will be divisible.

In respect of each order, the terms that apply to the sale, transport, insurance and processing of Products will be the current 2020- *ex works* Incoterms terms of the International Chamber of Commerce, at the relevant warehouse or at the seat of the Supplier, unless other terms have been agreed between the Supplier and the Buyer and are specified in the accepted order (by the relevant order confirmation).

The Supplier is entitled to suspend the performance of any obligation if the financial situation of the Buyer is getting worse or if the Buyer does not provide sufficient warranties for the performance of obligations undertaken by it, as requested by the Supplier.

Neither Party may amend the delivery and acceptance terms without the consent of the other Party.

4. Claims

Invoices will be handed over to the Buyer at the time of delivery or will be transmitted via email to it, and an invoice in electronic format will have the power of an original. Invoices are deemed communicated to the Buyer at the time when it signs the receipt confirmation, in cases where they are sent by mail, or through the confirmation of its receipt through email, in cases where they are transmitted via email.

The Buyer will accept the Products at the delivery location. Immediately after the delivery of Products, the Buyer will carefully inspect each delivery of Products in terms of quantities, deteriorations and defects, the date of the invoice issued by the Supplier and, in general, the correspondence between the delivered Products and the placed orders.

The Products will be inspected in terms of their quantity and quality by the Buyer, and any apparent discrepancy, deterioration or defect must be notified to the Supplier within 2 business days after the delivery time. Within the same term of 2 business days, the Buyer will send the Supplier in writing, including electronically, its claims resulting from the apparent flaws of Products.

If the Buyer does not send a notification to the Supplier within the term of 2 business days, it will be deemed that the delivered Products do not show any discrepancy, deterioration, or defect.

In respect of the hidden flaws of Products, these will be notified to the Supplier within 2 business days as from the date of their identification. The Supplier will be liable only for the hidden flaws of the delivered Products known to it at the time of their sale.

The Supplier will not be held liable for any prejudice caused by the deliberate or unintentional deterioration, by negligence, by any failure to observe the rules regarding the handling of Products or by the inappropriate use of the Products by the Buyer.

5. Warranty

The Supplier's responsibility is to :

- make sure that the Products comply with the specifications and requirements of Products, as indicated by the Supplier;

- make sure that the Products meet all the requirements imposed by the public authorities.

Defects occurring independently from the Supplier's fault or that are due to a negligent or improper handling and use by the Buyer are excluded from the warranty.

The warranty terminates its effects immediately in situations where, without the written consent of the Supplier, the Buyer itself or a third party, which is not expressly authorized by the Supplier, makes adjustments/interventions or various repairs in respect of the Products.

6. Prices/invoices and payments

Prices are set in BGN/EUR, and the payment currency, both for the Supplier and the Buyer, will be BGN/EUR, according to the price lists indicated in the annexes to the Contract. Prices will be specified in the invoice issued by the Supplier for the sale of Products.

Prior to any price adjustment, the Supplier will notify the Buyer in writing at least 15 calendar days prior to such adjustments. The new prices will be deemed as being accepted by the Buyer by their communication to the Buyer.

The payment terms applicable to the deliveries of Products to the Buyer are specified in the fiscal invoice issued by the Supplier.

In case of non-observance of an invoice payment term, the Buyer will have to pay penalties consisting of the statutory penalty interest, as well as any liquidated damages generated by its failure to pay the invoice.

In cases where, in order to obtain the performance of an obligations undertaken by the Buyer, the Supplier takes steps, amicably or through other specific legal procedures, the Buyer undertakes to pay the Supplier all related expenses, including lawyer and bailiff fees. The obligation to pay such costs becomes due at the time when such expenses are incurred.

7. Claims and risk

The transfer of the ownership right over the assets subject to this Contract will operate only starting from the time when the invoice for the respective products is issued. The risks related to the Products is transferred to the Buyer starting from the time when such Products are loaded by the Buyer.

8. Intellectual property rights

If the Products subject to this Contract are supplied by the Supplier, and it (or the companies of ASSA ABLOY group) benefits from intellectual property rights in relation to the relevant products, the Buyer will have an implicit right to use the relevant products only in connection with operations exclusively related to the Contract and by strictly observing the Supplier's instructions.

The Buyer will promptly and fully notify the Supplier on any actual, threatened, or suspected breach related to the relevant intellectual property rights of which the Buyer has become aware.

The Buyer will not affect, register or threaten in any way, and will not attempt any such action in connection with the intellectual property rights of the Supplier referred to under this section, either individually or in combination with another brand or material, and will not use any registered trademark in relation to the Products as part of its registered name or of its business style.

The Supplier may indemnify the Buyer for costs and damages arising from an IPR infringement claim by a third party, provided that the Supplier has a right, at its option, to:

- modify the product to be non-infringing,
- obtain for the customer a license to continue using the product, or
- if neither of these options is commercially feasible, terminate the Contract or the relevant Order.

The Supplier is however not liable for any claim of infringement based on alterations or modifications to the Product, unless authorized and under the direction of the Supplier.

9. Liability

In case of non-performance, improper or delayed performance of any contractual obligation by the Buyer, the Supplier will be entitled to claim liquidated damages, as well as any delay penalties equal to the statutory penalty interest.

The Buyer accepts that:

- (a) the Supplier will not be liable to the Buyer for any loss of profit, contract, income, business, or economic advantage or for any indirect loss or damage that could not be foreseen at the time of the Contract conclusion, within the limits permitted by law.
- (b) the Supplier will be liable strictly for its actions/inactions and/or for those of its employees, the liability for and actions/inactions of third parties (e.g. customers, suppliers and/or intermediaries of the Supplier) and/or for external events beyond the control of the Supplier being excluded.
- (c) the Supplier will not be held liable for any prejudice caused to third parties (e.g. customers, contractors, sub-contractors of the Buyer), which could result from the Contract performance.
- (d) Under the Contract, the Supplier's liability will cover, subject to the conditions of these Terms, the full prejudice caused to the Buyer by a breach by the Supplier of its obligations undertaken under the Contract; however, the amount of the total cumulated indemnification claimed and potentially granted will not exceed the maximum amount of the principal debt (i.e. the value of Products).

10. Limits of liability

The Supplier's liability for all prejudices caused as a result of non-observance (whether by negligence, serious fault or direct or indirect intent) by it of any and/or all obligations undertaken pursuant to this Contract, which could be reasonably foreseen at the date of the contract conclusion, according to the relevant data available at this moment, may not exceed in total the Contract value – if this is known] or the annual turnover contemplated by the Contract.

The maximum amount of contractual penalties that may be imposed on the Supplier by the Buyer under the Contract shall not exceed in total 10% of the net contract price of the relevant Order.

11. Force majeure

The Supplier will not be held liable for its failure to comply with these Terms and Conditions due to any circumstances outside its control, including, without limitation, natural phenomena, strikes, mutinies, wars, fire or floods, and the Supplier's obligations will be suspended without triggering its liability in relation to the results of such events.

12. Termination

Without prejudice to any other rights that it may have, the Supplier may cancel/terminate this Contract with immediate effect, by a notification sent to the Buyer, if the Buyer:

- a) breaches any of these sale terms; or
- b) is declared bankrupt or enters into a liquidation procedure.

13. Protection of personal data

The Parties understand and agree that, during or in connection with the performance of the scope of these General Terms and Conditions, the Company may have access to personal data belonging to the Buyer or may process personal data on behalf and in the name of the Buyer in compliance with the written instructions of the Buyer or with those agreed in writing by it. The Parties understand that such data and the individuals concerned by it are subject to data processing in the meaning of Regulation (EU) no. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data („**GDPR Regulation**”).

The purpose of processing consists of the Contract performance and, if the case, the performance of own legal obligations incumbent on each Party. The Parties agree that, in connection with any processing of the relevant data, the Company acts as data processor of the Buyer, and the latter will act as personal data controller.

The processing duration is limited to: (i) the period for the performance of these General Terms and Conditions or, (ii) if this is mandatory in accordance with the own analysis of the Company, the time period following the performance of the Terms in relation to which the law requires the storage of personal data by the Company. In such case, the provisions of this article will subsist the termination of the Terms and will continue to apply until the final completion of all activities related to the processing of the concerned data. In performing or in connection with the performance of the scope of the General Terms and Conditions, the Buyer has in turn an obligation to process personal data in compliance with the legislation applicable to the protection of personal data, and any instructions transmitted to the Company in connection with such processing must be compliant with the legislation applicable to personal data protection. The Company will have a right, but not an obligation, to inform the Buyer in cases where, in its opinion, an instruction breaches the applicable legislation referring to data protection. The absence of such information does not trigger the Company's liability in any way. The Buyer will keep the confidentiality of data processed under the relevant provisions of this Contract.

The Buyer will be solely responsible for the accuracy, quality, and lawfulness of the processed personal data, as well as for the way in which the Buyer has collected such data. The Company has no obligation to check the conformity of the Buyer's statements in relation to the personal data to which it has access during the performance of the scope of these Terms.

Pursuant to the GDPR Regulation, the Buyer will notify the Company, with no delays, after the time when it becomes aware of any breach of the security of personal data that is subject to processing under these General Terms and Conditions.

The Buyer will be solely responsible for making sure that it obtains the consent or that it has other legal basis for the transfer of personal data to the Company and for the subsequent processing of data by it as part of performance of the scope of the General Terms and Conditions.

The Buyer agrees that the Company has right to:

- a) contract sub-processors; and
- b) such sub-processors have a right to contract other third parties acting as sub-processors for the processing of personal data in connection with the performance of the scope of the General Terms and Conditions. The Buyer has an obligation to obtain the consent of data subjects for the transfer of personal data to such sub-processors. The Company will notify the Buyer each time when it adds or excludes a sub-processor.

The Company will implement reasonable measures in order to secure compliance with the adequate security requirements and to minimize the impact on data protection. However, the Parties agree that no information can be 100% safe in a digital era and that, as a result, the Company does not warrant to the Buyer the full security of personal data processed as part of performance of the scope of the General Terms and Conditions.

The Company will notify forthwith the Buyer, except for situations in which, under the law, it has an obligation to keep confidentiality, in cases where it receives a request from a data subject or a public authority, and the Company will have no obligation to review or resolve such request. The Company will provide reasonable assistance for the resolution of such request, to the extent that the Buyer so requests, being entitled to recover from the Buyer the costs incurred for this purpose.

Upon termination of these General Terms and Conditions, for any reason whatsoever, the Company will comply with the Buyer's instructions in relation to the personal data processed pursuant to these Terms, and, at the latter's choice, will erase or will return the personal data and will eliminate the existing copies, except for cases in respect of which the applicable legislation provides otherwise, the Buyer being solely responsible for the instructions given under this article.

14. Anti-bribery clause:

The Buyer represents and warrants to the Supplier that:

- (a) neither the Buyer and its affiliates, nor any director, officer, employee, agent or shareholder of any such person, has (i) in order to assist in improperly obtaining or retaining business for or with any person, in improperly directing business to any person, or in securing any improper advantage, made, authorized, offered or promised to make any payment, gift or transfer of anything of value, directly, indirectly or through a third party, to or for the use or benefit of any other person, or (ii) made any unlawful bribe, rebate, payoff, influence payment or kickback or has taken any other action that would violate any Anti-Bribery Law to which it is subject, or (iii) none of the Buyer, its affiliates or any of its officers or directors, is or is owned or controlled by any person targeted under the sanctions or export controls of the UN, US, EU or any other relevant government and on top of it the Buyer will not engage in any business involving any such listed person;
- (b) the Buyer has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with any Anti-Bribery Law to which it is subject;
- (c) during the past five (5) years none of the Buyer and its affiliates has received any written communication indicating or alleging that any such person is or may be in violation of any Anti-Bribery Law, or that any such person is or may be subject to any investigation or inquiry by a governmental authority related to any Anti-Bribery Law, and, to the knowledge of the Buyer, no such investigation or inquiry is pending or threatened; and
- (d) no official (i.e. official, employee, agent or representative of, or any other person acting in an official capacity for or on behalf of, any (i) government, including any entity owned or controlled thereby, (ii) political party, party official or political candidate, or (iii) public international organization, or any individual who holds a legislative, administrative or judicial position of any kind; or exercises a public function for or on behalf of a country, a public agency or a public enterprise) holds any shares, partnership interests or other equity or ownership interests in the Buyer or any of its affiliates, or is an officer, director, employee, contractor or agent of the Buyer, and no official has or will have a right to or interest in any payment or other thing of value provided by the Supplier to the Buyer.
- (e) the Buyer and its affiliates and agents shall comply with the ASSA ABLOY Business Partner Code of Conduct (for which the Buyer confirms its receipt and knowledge) and all laws and regulations, including anti-corruption laws, anti-money laundering laws, sanctions and export control laws, applicable to the Supplier in the anticorruption area; and
- (f) the subject matter of this Contract and the transactions stipulated herein are not subject to sanctions or export controls of the UN, US, EU, or any other relevant government.

15. Final provisions

By accepting an Order, the Buyer accepts expressly all clauses inserted in these General Terms and Conditions. The Parties confirm that each and all clauses of this Contract and of these General Terms and Conditions were reviewed and negotiated by the Parties (in the meaning of this clause, "negotiation" means cumulatively the final agreement of the Parties on a specific provision, followed by an exchange between the Parties of various comments or amendments proposed in respect of the relevant provision, as well as the acceptance with no reserves by one Party of the clause(s) proposed by the other Party) according to their requirements, purpose, interests and objectives, and the provisions of the Civil Code referring to adhesion contracts, standard and unusual clauses are not applicable. Each Party accepts the provisions of this Contract as being binding as a result of the negotiations between them.

The Buyer undertakes that its employees and representatives will keep absolute confidentiality in relation to all information received from the Supplier in connection with the purchase of Products.

If these General Terms and Conditions are fully or partially affected by nullity, such nullity will not affect the validity of the other provisions.

The Buyer will not act as representative of the Supplier in its relationship with third parties and will not assume commitments on behalf of the Supplier.

The Buyer will not change or remove inscriptions, names and other indications attached to the Products.

Any litigation arising between the Buyer and the Supplier due to or under these General Terms and Conditions will be governed by the Bulgarian law and will be referred to the sole jurisdiction of courts from the seat of the Supplier.