

Sales and delivery terms of ASSA ABLOY Sicherheitstechnik GmbH

1. General information

1.1 For all our deliveries and quotations to contractors, legal persons in public law and public assets within the meaning of § 310 Para. 1 BGB [German Civil Code] (hereinafter "Ordering party"), the following sales and delivery terms shall apply exclusively (hereinafter "GTC"). They are accepted by the ordering party with the order placement at the latest however on receipt of the first delivery and shall apply for the duration of the business relationship.

1.2 Deviating conditions of the ordering party are herewith expressly rejected; these shall not be regarded as accepted even on execution of the order. Additions, changes or subsidiary agreements are subject to written confirmation.

1.3 For all our future supplies to resellers, our special conditions for resellers apply in their respective current version (hereinafter: "special conditions of ASSA ABLOY Sicherheitstechnik GmbH for resellers") in addition to these general terms and conditions. These special conditions can be found online at www.assaabloy.de. If required, we can also provide these special conditions in written form.

2. Offers

2.1 Our quotations, details in brochures, advertisements and other publications are – also with respect to the price specifications – always non-binding and subject to confirmation insofar as we have not expressly designated them as a binding offer.

2.2 The contract only comes into force with our written order confirmation. If an order confirmation is not dispatched, the contract with inclusion of our GTC shall come into force in any case by the delivery with the content of our invoice.

2.3 We are entitled to make production or design-related changes to the goods during the delivery period without prior notice, provided that the agreed quality is maintained.

2.4 The documents associated with the quotation such as drawings, data sheets, illustrations, plans etc. (hereinafter: "documents"), do not contain a binding description of the condition of the goods. They are only definitive for the contractual condition of the delivery or service when or insofar as they are expressly designated as definitive. Deviations between the documents and the supplied goods do not constitute a material defect.

The documents remain our property; we reserve the copyright rights and all other rights to them. They must not be made accessible to third parties without our prior written permission and are to be returned to us again or permanently deleted at any time at our request.

3. Prices and payment

3.1 The unit prices of the price list valid on the day of delivery shall apply. When a new price list is published, all previous price lists lose their validity. All prices apply ex works plus the legal VAT and the costs for the packing customary for the trade. The ordering party shall bear all ancillary costs, in particular for shipping and transport insurance.

3.2 Our invoices are due and payable on receipt also for partial deliveries. Payment is to be carried out by bank transfer with reference to the invoice number to the account detailed in the invoice. Costs arising from infringement of this contractual secondary obligation shall be borne by the ordering party.

All other types of payment are only permitted if agreed in writing on placing of order. Invoices are sent electronically in PDF format.

3.3 Cash discount deductions require a separate agreement. The right to a cash discount deduction is cancelled automatically if we have further claims against the ordering party from our business relationship that have been due for more than 14 days.

3.4 For all orders where the delivery is carried out later than four months after the placement of the order according to contract or at the request of the ordering party, we shall have the right to pass on material, energy and wage price increases within the scope of and to compensate for these price increases and taking into account any price reductions affecting the above-mentioned factors between the setting up of the contract and delivery to the ordering party. ASSA ABLOY shall provide the ordering party with evidence of the price increase upon request.

3.5 In case of defaults on payment we shall be without prejudice to further claims entitled to calculate interest in the amount of 9 percentage points above the base lending rate.

3.6 In case of defaults in payment and also of justified concern of a material deterioration in the financial position of the ordering party we may suspend delivery or at our own choice demand immediate advance payment of all claims – even those not due – including deferred and such from bills of exchange or corresponding securities. Should the ordering party not comply with the demands for advance payment of security deposit within an appropriate period set by us, we shall have the right to withdraw from all contracts and seek compensation from the ordering party. The rights in accordance with the Insolvency Act remain unaffected.

4. Delivery by instalments / partial delivery / long-term contracts

4.1 For contracts for delivery by instalment, the ordering party is obliged to request the relevant partial amount to be delivered by us in good time specified by type, range and variety. For call orders without agreement on duration, production lot sizes and purchase dates, we can demand a binding purchase commitment at the latest three months after the order confirmation. Should the ordering party not meet his obligations from clauses 1 and 2 even within the appropriate extension period to be set by us, we shall be entitled to determine the partial amount ourselves and to deliver or to withdraw from the unfulfilled part of the contract and claim damages.

4.2 We are also entitled to partial deliveries even without special agreement in a reasonable volume. Partial deliveries are invoiced separately.

4.3 Contracts for an unlimited period may be terminated with a period of notice of 12 months. In the case of long-term contracts (contracts with a contract life of more than 12 months or contracts for an unlimited period), should there be a significant change in wage, material or energy costs, we shall be entitled – taking into account any price reductions affecting the above-mentioned factors – to make an appropriate adjustment to the prices in consideration of these factors. On demand we will show evidence of this to the ordering party.

5. Delivery / risk assumption / delivery deadlines

5.1 For the scope of the delivery our invoice is definitive. Unless otherwise agreed, the dispatch type is at our discretion.

5.2 The title is transferred to the ordering party at the latest with the dispatch ex works. This also applies when partial deliveries are carried out. If the delivery is delayed for reasons that are to be attributed to the ordering party, default of acceptance and transfer of title occur as soon as we have informed the ordering party of the readiness for dispatch.

5.3 Binding delivery periods must be specifically and expressly agreed in writing. Information on delivery periods or delivery times contained in quotations, order confirmations or other documents is non-binding, even if it is not expressly referred to as non-binding. If a binding delivery deadline is specifically and expressly agreed in writing, it shall begin with the date of the signing of the contract - or with telephone or written orders - with the date of our order confirmation, in no case however before clarification of all technical questions and not before the receipt by us of any possible payment on account of the ordering party. The observation of the delivery deadline by us assumes in every case the fulfilment of the

contractual obligations by the ordering party. The delivery deadline is observed if by its expiry the delivery item has left the factory or readiness for delivery has been notified.

5.4 Should, on our side or with our upstream suppliers, events occur outside our control e.g. force majeure, government intervention, import or export embargoes, industrial action in our own or others' businesses, delay or failure of the delivery of essential raw materials, materials or parts, machine breakdown or power failure, the delivery deadline shall be extended - even with an existing delay in delivery - appropriately. The event is to be notified to the ordering party without delay. There is no liability from us for the duration of the events listed above and for damage and consequential damage caused by them. If it becomes apparent that the aforementioned event will last longer than 6 weeks, both parties are entitled to withdraw from the contract.

This also applies insofar as information, cooperation or concluding product requirements on the part of our ordering party that are necessary for the dispatch or delivery of the goods does not reach use until after the dispatch of the order confirmation.

If, despite supply contracts signed by us in good time with the required diligence, suppliers finally do not supply us or not completely supply us without fault on our part, we shall be entitled in this respect to withdraw from the contract with the ordering party. Should, on our side or with our upstream suppliers, events occur outside our control e.g. force majeure, government intervention, import or export embargoes, industrial action in our own or others' businesses, delay or failure of the delivery of essential raw materials, materials or parts, machine breakdown or power failure, the delivery deadline shall be extended - even with an existing delay in delivery - appropriately. There is no liability from us for damage and consequential damage caused by this.

For non-observance of the binding delivery deadlines the ordering party is entitled to the rights from §§ 281, 323 BGB [German Civil Code] only when he has set us an appropriate extension of deadline for delivery. For call of a partial amount and for partial deliveries it shall be assumed that the ordering party is interested in the partial delivery.

5.5 If the ordering party is in default of acceptance – also with regard to a partial delivery – or fails to cooperate or delays our delivery for other reasons for which the ordering party is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs).

In the event of a delay in acceptance, we are entitled after the expiry of an appropriate period to be set by us, to withdraw from the whole contract and from parts or to demand damages because of non-fulfilment with respect to the whole contract or parts of it. If we demand damages because of non-fulfilment, the damages to be compensated for shall be a lump sum of 20% of the purchase price plus any VAT if we do not show the ordering party evidence of a higher or lower loss.

6. Export controls

6.1 The products to be supplied by us (including software and technology) and/or services to be provided may be subject to export law restrictions, such as the European Dual-Use Regulation (Regulation (EU) 2021/821) or the existing embargo measures and sanctions against certain countries and/or persons. The ordering party therefore undertakes to observe and comply with all relevant and applicable export control regulations and rules when carrying out the legal transaction, in particular the requirements and restrictions in accordance with the German Foreign Trade Act and the Foreign Trade Ordinance, the relevant EU regulations, in particular the individual and country embargo measures and the measures for combating terrorism, and also, where applicable, the corresponding restrictions and measures of the United States of America. This also applies, in particular, in the case that the ordering party delivers the goods supplied by us to third parties unprocessed or further processed.

6.2 The ordering party also undertakes to inform us without delay of any prohibitions or reservations regarding approval in accordance with the relevant export control regulations concerning the delivery or service to be provided by us or the intended further delivery of the goods to be delivered or delivered by us. This also applies in particular in the case that the execution of the legal transaction could constitute an impermissible indirect provision of funds or economic resources within the meaning of the relevant EU embargo regulations because one of the service recipients involved is directly or indirectly owned or controlled by a sanctioned natural or legal person, organisation or body.

6.3 The ordering party is also obliged to provide us with all the information, documents and data required for assessing the existence of export law restrictions and, in particular, for applying for any necessary approval, in a complete and truthful manner, to inform us of the end destination and end use and to cooperate to the best of its ability in obtaining any necessary approval.

6.4 If the ordering party violates one of the aforementioned provisions and claims are brought against us (including the natural persons acting on our behalf) by a third party, including the law enforcement authorities, we are entitled to declare withdrawal from the contract at any time. The orde-

ring party is also obliged to indemnify us against all claims asserted by third parties against us due to its breach and to compensate us for any damages resulting from such claims.

6.5 If the delivery or service incumbent on us is or becomes impossible in whole or in substantial part as a result of an export restriction, for example because the delivery is prohibited or a required export permit is not issued, we shall be entitled to declare withdrawal from the contract at any time. Advance payments received shall be refunded to the ordering party, less the costs incurred by us in connection with the performance of the contract. Otherwise, claims for this case are mutually excluded.

6.6 **“No-Russia Clause & No-Belarus Clause”:** Any (re-)sale and/or any (re-)export and/or other delivery of the products (including software and technology) supplied by us, directly or indirectly, unaltered or integrated into other products, to Russia or Belarus and/or for use in Russia or Belarus via third parties, is prohibited. In the case of violation of this prohibition, we are entitled to demand a contractual penalty of 25% of the purchase price for the goods concerned from the ordering party, as well as compensation for all damages incurred by us, including the imposition of fines. The contractual penalty shall be offset against the damages to be paid. Furthermore, we are entitled to declare the withdrawal of contracts not yet fulfilled or to terminate such contracts with immediate effect and/or to terminate the business relationship with the ordering party. We also reserve the right to inform the competent authorities in the European Union of any violation of this prohibition.

7. Right to offset and right of retention

Offsetting against our claims is only allowable with an undisputed or legally validated counterclaim. The assertion of withholding rights of the ordering party that are not based on the same contractual relationship is excluded.

8. Retention of title

8.1 All goods supplied by us remain our property until all of our current and future claims from the business relationship are fulfilled. This also applies when individual or all our claims have been incorporated into a running account and the balance has been drawn and recognised.

8.2 The ordering party is obliged to treat the sales item with care as long as the ownership has not been completely transferred to him. In particular he is obliged to insure them at his own expense against theft, fire and water damage sufficiently for replacement value. If maintenance and inspection work has to be carried out, the ordering party has to carry these out at his own expense in good time.

8.3 The ordering party shall only be entitled to resale of the goods subject to reservation of title in the ordinary course

of business when he now assigns herewith all claims that accrue to him from the further sale and/or further processing against the ordering party or against third parties. If goods subject to reservation of title are sold unprocessed or after processing or combination with objects that are exclusively in the ownership of the ordering party, the ordering party shall then assign at that point the claims arising from the resale in full to us. If the goods subject to reservation of title are sold by the ordering party - after processing/combination - together with goods not belonging to the ordering party, at that point the ordering party shall assign the claims arising from the resale in the amount of the value of the goods subject to reservation of title with all ancillary rights and any priorities of rank in relation to any other claims. We shall accept the assignment.

The ordinary course of business ends with the suspension of payment or with application for the opening of insolvency proceedings on the assets of the ordering party.

The ordering party is entitled to recovery of these debts even after assignment until cancellation by us. Our right to recover the debt ourselves remains unaffected by this; however we undertake not to recover the debts as long as the ordering party meets his payment and other obligations properly. We can demand that the ordering party notifies us of the assigned claims and their debtors, gives all details necessary for collection, hands over the documents relevant to them and notifies the debtors of the assignment. Should the ordering party not meet his duty of notification within an appropriate period of time set by us, we shall be entitled to notify the debtor ourselves of the assignment.

The ordering party no longer meets his obligations appropriately as a rule when

- he falls behind with the payment of our claims in the amount of 50% of the actual claims,
- he is in culpable breach of other not insignificant obligations from this contract, or
- enforcement proceedings are being initiated against him.

8.4 The ordering party is undertaking a possible treatment or processing of the goods subject to reservation of title for us without obligations arising therefrom for us. In processing, combining, mixing or commingling of the goods subject to reservation of title with other goods not belonging to the ordering party we are entitled to the co-ownership share arising therefrom in the new item in the ratio of the value of the goods subject to reservation of title to the other processed goods at the time of the processing, combining, mixing or commingling. If the ordering party acquires the sole ownership of the new item the contractual partners shall be agreed that the ordering party concedes to us co-ownership of the new item in the ratio of the value of the processed or combined, mixed or commingled goods

subject to reservation of title and keeps this safe for us free of charge.

8.5 To the extent that the realisable value of all collateral rights to which we are entitled according to this section exceeds the amount of all secured claims by more than 10%, we are obliged on the request of the ordering party to release the exceeding part of the collateral.

8.6 The ordering party may only pledge the delivery goods or assign as collateral with our express agreement. On impairment of our collateral rights by third parties, in particular on confiscation or garnishment of deliveries and/or claims the ordering party has to inform us immediately with remittance of the documents at his disposal (such as e.g. garnishment records etc.) and notify third persons of our collateral rights. The ordering party is obliged to replace the costs arising for the defensive measures necessary through the impairment of our collateral rights.

8.7 On imminent suspension of payment, inability to pay or negative information from a credit agency that points to a significant deterioration of the asset situation of the ordering party, we shall be entitled to take the goods subject to reservation of title; the ordering party shall herewith give his agreement irrevocably and unconditionally to the restitution. The same applies to the cases named under Clause 8.3 paragraph 4.

8.8 Until ownership of the purchased item has been transferred in full, the ordering party is obliged to keep it physically separate from its property and to mark the property of ASSA ABLOY as such on the purchased item.

9. Warranty/manufacture's recourse

9.1 Warranty rights of the ordering party assume that he has duly fulfilled his duty of inspection and notification in accordance with § 377 HGB [German Commercial Code]. Obvious defects must be reported immediately in writing. Concealed defects must also be reported in writing immediately after discovery and within the limitation periods in accordance with Clause 13 after receipt of the delivery. In the case of building materials and other goods intended for installation or other further processing, an examination must always be carried out immediately before processing. If an inspection of the goods or a first sampling was agreed, the registering of defects that the ordering party could have established by careful inspection or first sampling is excluded.

9.2 If, despite all due care taken, the delivered goods show a defect that was already present at the moment of the transfer of risks, then we shall repair the goods subject to timely notification of defects at our choice within a reasonable period or deliver substitute goods (supplementary performance).

Our liability for defects is based exclusively on the agreement concluded between us and the ordering party regarding the nature (and the presumed use) of the goods.

The ordering party must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods subject to complaint for inspection purposes. Rights of recourse remain unaffected by the above regulation.

If the ordering party fails to give us the opportunity to assess the material defect within a reasonable period set by us or, in particular, fails to provide the goods subject to complaint within a reasonable period set by us, all warranty rights shall be rendered null and void.

We are entitled to change from one type to the other at each supplementary performance attempt. Clause 2.3 applies correspondingly within the scope of the warranty.

9.3 Upon transfer of the goods in accordance with Clause 8.2, the goods must be packaged and labelled completely and correctly, including their serial and model numbers. Returns of goods from abroad must be cleared through customs. Furthermore, a copy of the delivery note as well as the order confirmation and invoice number are to be indicated. At our discretion, we shall also be able to carry out defect rectification at the premises of the ordering party or end customer thereof. In the event of an unjustified request for rectification of defects, we may demand reimbursement of the costs incurred (in particular inspection and transport costs), unless the ordering party had no way of detecting that a defect was not at hand.

9.4 If the supplementary performance fails or we allow a suitable deadline extension for the performance set in writing by the ordering party to elapse without rectifying the defect, the ordering party can - without prejudice to any claims for damages - withdraw from the contract or reduce the purchase price.

The supplementary performance is considered to have failed only after the third unsuccessful attempt insofar as we do not insist on a third attempt clearly without justification.

9.5 Warranty for all effeff parts assumes that switchboards or switching devices of the effeff brand are used for control/monitoring purposes, insofar as the ordering party does not prove that the defect is not caused by the control/monitoring unit.

9.6 For parts not manufactured by us, we only assume liability under warranty within the scope of the warranty terms granted to us by our sub-suppliers.

9.7 Warranty claims shall not be considered to exist with only slight deviations from the agreed condition, with only slight impairment of usability, with natural wear and tear and by damage that arises after the transfer of risk as a consequence of incorrect or negligent treatment, excessive use, chemical, electrochemical or electrical influences, unsuitable resources, poor construction work, unsuitable construction site or because of particular external influences that are not provided for in the contract. If maintenance work or changes have been carried out inappropriately out by the ordering party or by third persons without our permission, warranty claims similarly do not exist for these and any consequences arising from them.

9.8 Claims of the ordering party because of the expenses required for the purpose of the supplementary performance, in particular, transport, travel, work and material costs are excluded, to the extent that the expenses increase because the goods supplied by us have been brought subsequently to a place other than the location of the ordering party insofar as the transfer does not correspond to its intended use.

9.9 Rights of recourse of the ordering party against us exist only to the extent that the ordering party has not made with his ordering party any agreements going beyond the legally mandatory warranty claims. In addition, Clause 8.8 applies accordingly to the scope of the ordering party's right of recourse against us. Statutory mandatory rights of recourse under sales law remain unaffected.

9.10 Also in the future we shall meet the demands for technical advances and innovations, therefore we reserve the right to make design modifications. Illustrations may thus in individual cases also vary from the products delivered. Although we have taken the utmost care, there may be printing errors or mistakes in this brochure. We accept no responsibility in such cases and will not enter into any obligations of any kind. No responsibility is taken for the correctness of any safety regulations reproduced.

9.11 Claims of the ordering party for damages or compensation for futile expenses also exist in the event of defects only in accordance with Clause 12 and are otherwise excluded.

10. Return of goods

If we agree to the return of goods without being obligated towards the ordering party to do so, we shall be entitled without any particular evidence to a cost lump sum of 20% of the net invoice amount apportionable thereto plus VAT if we can demonstrate no greater damage to the ordering party or the ordering party can demonstrate no lower damage to us. The ordering party is required to send the goods back to the address given in the invoice in a manner providing protection against typical transport damage carriage and

charges paid. Returns of goods from abroad must be cleared through customs by the ordering party.

11. Software

11.1 For software including all documentation included in the scope of the delivery, we grant the ordering party, insofar as nothing else is expressly agreed a non-exclusive, non-transferable and limited to the duration of the contract right of use to the extent that is required for a contractual use. Changes, amendments or other adaptations and the transfer to third persons beyond the intended use are prohibited.

11.2 In the case of goods with digital elements or other digital content, ASSA ABLOY shall only be obliged to provide and, where applicable, update the digital content if this is expressly stated in a quality agreement. ASSA ABLOY informs the ordering party about Agreement on necessary updates via the website (assaabloy.com/de/de). If the ordering party is a reseller, they shall be responsible for ensuring that the information is passed on correctly. ASSA ABLOY is not responsible for any failures on the part of the ordering party with regard to its information obligations. Any warranty claims on the part of the ordering party are therefore excluded in the event of failure to pass on information.

11.3 As author of the software, we are in particular entitled to assert the rights from §§ 69a et seq. UrhG [German Copyright Act]. The ordering party shall not be entitled to conduct the actions named in § 69c UrhG without our express written consent. § 69d and 69e UrhG [German Copyright Act] remain unaffected by this.

11.4 Upon termination of the cooperation, the ordering party is obliged to immediately suspend use of the software and to delete all programs and program components relating to it without delay. On request, he is obliged to demonstrate the deletion in a suitable form.

12. Use of trademarks and advertising materials

The approval for the use of text, pictures, drawings, illustrations, labels and other advertising media (hereinafter "content") provided by us is issued under the following terms and conditions:

12.1 All content - unless expressly designated otherwise - forms the subject of existing property rights in favour of us. Any reproduction, distribution, storing, transmission, broadcasting, retrieval or sharing and making publicly available of the content is expressly prohibited without our written consent. This shall exclude the use of content made available for business purposes, if and to the extent that the use is in conjunction with an activity relating to the distribution and / or sale of our products or services or other products such as for example IKON products. Content which is marked online with the note "download" or which have

been made available by us in another way within the scope of distribution, may not be used against this background for own distribution and / or for other own promotional purposes. Any other use is prohibited.

12.2 The content may only be used in a way that does not run contrary to the interests of our company. It is especially forbidden to use the content in a way that is damaging to our reputation or the products attributed to us.

12.3 Any use of the content transmitted by us in a form differing from this is subject to the express written release and approval of the intended use. There is also an obligation to notify us in advance of the intended use while including a sample. In the event of breach of this obligation, we are authorised to withdraw the authorisation of use without delay. Further claims are reserved.

12.4 The use of the content must state the source with the following note: "Source: ASSA ABLOY Sicherheitstechnik GmbH". This note can be replaced with the reference "by courtesy of ASSA ABLOY Sicherheitstechnik GmbH".

12.5 We reserve the right to withdraw the approval for use of content at any time.

12.6 The ordering party is obliged without prejudice to Clause 11.4 to indicate any advertising measure carried out by him as his own measure. All legal regulations shall be observed and complied with.

12.7 We are not responsible for ordering party's own advertising messages, which are not in line with content provided by us or other declarations by us.

12.8 The use of our protected brands, including the product brand e.g. IKON, is subject to the following terms and conditions:

- a) As far as our protected brands appear in the content made available, their use is allowed as part of the content in adhering to these provisions on the use of the content.
- b) Apart from that, our protected brands may only be used within the scope of the legal allowance for the distribution of and advertising for products, which are designated with these brands and have been placed into circulation with our consent. The right to use the brands particularly does not include the use of brands for internet identifiers / addresses (domains).
- c) Any remaining or ulterior use of our brands requires prior written consent. Variations of the brands are not permitted, however small, without our prior written consent.
- d) In the case of modification of our brands the use of the existing brands must be stopped immediately and an adaptation of the brand use made. An exception is the

sales promotions of products, which are identified with the original brands and have been placed in circulation with our consent.

12.9 The ordering party is responsible that the concrete use of content prompted by him does not infringe third parties and exempts us from all claims concerning this matter in their entirety. This exemption similarly applies in view of infringements against the obligations contained in Clause 11.1 to 11.8.

13. Restriction of liability

13.1 We accept liability for damages in accordance with the legal provisions for fatal injury, physical injury or damage to health to persons and for damage in accordance with the Product Liability Act.

13.2 For other damages we accept liability exclusively in compliance with the following provisions:

- a) We accept liability in accordance with the legal provisions for damages that are caused through malicious behaviour and also for damage that was caused with intent or through gross negligence on the part of our legal representatives or vicarious agents.
- b) We shall be liable for damages limited to the height of the contractually typical and foreseeable damage for damages resulting from a slight negligent breach of material contractual obligations or cardinal obligations. Cardinal obligations are such obligations that initially enable the proper execution of the contract and therefore in which the contract partner trusts and may trust their fulfilment.
- c) Apart from that our liability is excluded.

13.3 Contributory negligence of the ordering party, in particular the executing of insufficient cooperation duties, organisation failures or any other infringement against secondary obligations will reduce the amount of any claim for damages.

13.4 For each individual case our liability according to 12.2 lit b) is limited to three times the invoice amount of all deliveries and services that form the basis of the relevant purchase order or work order of the ordering party insofar as the ordering party cannot show evidence of higher damages.

13.5 The ordering party is obliged to notify us in writing of any damage within the meaning of the previous liability regulations or allow them to be recorded by us so that we are informed at an early stage and if necessary can take measures for damage limitation together with ordering party.

14. Limitation

14.1 Notwithstanding § 438 para. 1 No. 3 BGB [German Civil Code], the general limitation period for claims arising from

material defects and defects of title is one year from delivery. Insofar as acceptance has been agreed, the limitation period begins with the acceptance.

14.2 If the goods are a structure or an item that has been used for a structure in accordance with its usual use and has caused its defects (construction material), the limitation period in accordance with the statutory regulation is 5 years from delivery (§ 438 para. 1 No. 2 BGB [German Civil Code]). Other special statutory provisions on limitation periods (in particular Section 438 para. 1 No. 1, Para. 3, Sections 444, 445b BGB [German Civil Code]), remain unaffected.

14.3 The aforementioned limitation periods under the law of sale also apply to contractual and non-contractual claims for damages of the ordering party that are based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB [German Civil Code]) would lead to a shorter limitation period in individual cases. Claims for damages by the ordering party in the event of intent and gross negligence, in the event of damage resulting from injury to life, limb or health as well as in accordance with the German Product Liability Act shall, however, only expire after the statutory limitation periods.

15. Apple Wallet advertising bans

The ordering party is prohibited from advertising any compatibility of the products purchased from us with the "Apple Wallet" program or otherwise referring to this compatibility. In the event of infringements, we shall be entitled to all legal claims and rights against the ordering party, in particular claims for damages and rights of withdrawal. In the event of a violation, the ordering party is also obliged to indemnify us from third-party claims (in particular contractual penalties and claims for damages) asserted against us as a result of the violation.

16. Product support services

With voluntary and unpaid product supports towards third parties that are contract partners of the ordering party, the ordering party acts as vicarious agent of the ordering party in the fulfilment of the duties of the ordering party. The ordering party shall undertake to inform the third party of this circumstance before the execution of the product support services. In each case, our contractual scope of services towards the ordering party will not be extended by these product support services. The ordering party shall indemnify us from all liability towards the third party.

17. Transfer of customer and payment data

Within the framework of the legal regulations, we are entitled to transfer data arising from the business relationship, including information on payment behaviour and information on non-contractual behaviour (for example,

Sales and delivery terms of ASSA ABLOY Sicherheitstechnik GmbH

undisputed receivables not fulfilled despite the due date) to Bisnode Deutschland GmbH, Darmstadt, as well as to companies affiliated with Bisnode.

18. Changes

ASSA ABLOY reserves the right to amend these Terms and Conditions and the Special Terms at any time without giving any reason.

If the ordering party does not object to changes in writing no later than the proposed effective date, the changes shall be deemed to have been accepted. ASSA ABLOY hereby informs the ordering party of the significance of its silence and the time of the intended effective date. If the ordering party objects, the previous terms and conditions shall continue to apply.

19. Code of Conduct

The ordering party hereby confirms compliance with the ASSA ABLOY Code of Conduct for Business Partners ("Code of Conduct"), which is available online in its current version at www.assaabloy.com/agb.

20. Anti-corruption

The ordering party confirms and warrants to ASSA ABLOY that:

- (a) neither the ordering party, nor its affiliates, nor any body, officer, employee, principal or shareholder of any such person (i) has made, approved, offered or promised a payment, gift or grant of value, directly, indirectly or through a third party, to another person or for the benefit or advantage of another person, in order to facilitate the improper acquisition or retention of business to improperly broker business or to obtain an improper advantage; or (ii) has made unlawful bribes, discounts, facilitation payments, kickbacks or other acts that violate any applicable anti-corruption law;
- (b) the ordering party has implemented and maintains appropriate policies and procedures designed to ensure continuous compliance with the anti-corruption laws applicable to it;
- (c) neither the ordering party, nor any of its affiliates, nor any body, officer, employee, principal or shareholder has become aware in the past five (5) years that any such person is or could be in breach of any anti-corruption law or that any such person is or could be the subject of any investigation or investigation by any authority in connection with any anti-corruption law.

21. Place of Performance and Court of Jurisdiction

The substantive law of the Federal Republic of Germany shall apply. The Uniform Law on Contracts for the International Sale of goods (CISG) is excluded. The place of performance for all contractual obligations of both parties is Albstadt. The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Berlin. We also have the right to bring a suit at any other court of jurisdiction.

22. Ineffectiveness

Should one of the aforementioned provisions be wholly or partly ineffective in law, the effectiveness of the provisions apart from that will not be affected. The parties undertake to replace any void or unenforceable provision with a valid and enforceable provision that corresponds as closely as possible to the common intention of the parties to which the void or unenforceable provision was intended to serve.

ASSA ABLOY Sicherheitstechnik GmbH

Status: 1 September 2024