

General Terms and Conditions

1. DEFINITIONS

"Company" means any ASSA ABLOY Group company (Assa Abloy Security Solutions Metal Industries Factory L.L.C, Assa Abloy Security Solutions Wooden Doors & Windows Manufacturing L.L.C, Assa Abloy MEA Distribution Centre DMCC or any other related Entity) named in the quotation that refers to these Conditions.

"Conditions" the terms and conditions set out in this document as amended from time to time.

"Contract" the contract between the Company and the Customer for the sale and purchase of Goods in accordance with these Conditions, whether concluded through a purchase order, agreement, or any other instrument.

"Customer" the person or company who purchases the Goods from the Company.

"Delivery Location" has the meaning given in clause 4.2.

"Event of Default" includes any of the following things: (a) the Customer is in breach of these Terms and Conditions and fails to remedy the breach within 7 days of being required to do so in writing by the Company; (b) the Customer fails to pay any monies owing under these Terms and Conditions by the date that they are due and payable.

"Force Majeure Event" an event, circumstance, or cause beyond a party's reasonable control.

"Goods" or "Products" the products, goods, and services (or any part of them) set out in the Contract or Order including but not limited to installation, if any.

"Incoterms" means the International Chamber of Commerce official rules for the interpretation of trade terms known as **"Incoterms 2020"**.

"Listed Person" individuals and entities listed, or parties that are owned or controlled by one or more individuals or entities listed, in Economic Sanctions and Export Control Laws.

"Military End-Use" Use of Products, in their entirety or in part, for any military end-use or by any military end-user, including for any purpose in connection with chemical, biological or nuclear weapons, military items or by any national armed services (army, navy, marine, air force, or coast guard), national guard and national police, government intelligence or reconnaissance organisations.

"Order" the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Company's quotation, overleaf or whatsoever written documents to confirm the quotation of the supplied goods, or any other instrument.

"Specification" any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Company.

"Terms and Conditions" means these terms and conditions for sale set out in this document as amended from time to time.

"Warranty" as identified in clause 5.1.

2. BASIS OF CONTRACT

2.1 The reference to these Terms and Condition in any written document whether transmitted electronically or by any other means by the Company, shall mean that the Customer has read and understand the conditions and agree on the conditions included.

2.2 These General Terms and Conditions shall apply to any Contract/Order made with the Company to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.3 The issuance of the Order constitutes an offer by the Customer to purchase the Goods in accordance with these General Terms and Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.4 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.6 A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 10 Business Days (unless otherwise agreed) from its date of issuance.

3. GOODS

3.1 The Goods are described in the Company's catalogue as modified by any applicable Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause (3.2) shall survive termination of the Contract.

3.3 The Company reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

4. DELIVERY

4.1 The Company shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the relevant Customer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**"Delivery Location"**) at any time after the Company notifies the Customer that the Goods are ready.

4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused

by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods to the Customer.

4.5 If the Customer fails to accept delivery of the Goods, the Company shall store the Goods until delivery takes place and all charges, all related costs and expenses for storage shall be borne by the Customer. after the lapse of 20 days, the Company shall have the right to resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

4.6 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY & WARRANTY

5.1 The Company warrants that on delivery, and for a period of (12) twelve months from the date of delivery (**"Warranty"**), the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality as per the Specification; and

5.2 Subject to clause 5.3, if the Customer gives notice in writing to the Company within 10 days from the date of delivery in relation to any defects which identifies that some or all of the Goods do not comply with the warranty set out in clause 5.1, then the Company shall be given a reasonable opportunity for examining such Goods, to identify the cause/reason of such defects, subject to clause 5.3, and with reference to clause 5.1, as the matter shall be adequate may:

- (a) the Customer (if asked to do so by the Company) returns such Goods to the Company place of business at the Customer's cost,
- (b) the Company shall, at its option, repair or replace the defective Goods.

5.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) applicable international guidelines and/or good trade practice regarding the same;
- (c) the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Company;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Company for the remaining Warranty Period from the original supplied Goods.

6. TITLE AND RISK

6.1 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) the Company receives payment in full (in cash or cleared funds) for the Goods and any other Products that the Company has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer.

6.2 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the accepted Order/Contract, or, if no price is quoted, the price set out in the Company's published price list or the confirmed quotation provided by the Company or the Order in force as at the date of delivery.

7.2 The Company may, by giving notice to the Customer at any time up to 20 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

7.3 The price of the Goods:

- (a) excludes amounts in respect of Value Added Tax (VAT), if applicable, which the Customer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.4 The Company may invoice the Customer for the Goods on or at any time after the completion of delivery.

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7.5 The Customer shall pay each invoice submitted by the Company:

- (a) in full and in cleared funds to a bank account nominated in writing by the Company, and
- (b) time for payment shall be of the essence of the Contract/Order.

7.6 If the Customer fails to make a payment due to the Company under the Order/Contract by the due date, then, without limiting the Company's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at rate of 12% per annum, in addition, The Company at its own discretion shall have the right to withhold any future delivery or instalment of the Order until full payment of the due invoices are settled.

7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

8. LIMITATION OF LIABILITY

8.1 The restrictions on liability in this Clause (8) apply to every liability arising under or in connection with the Contract/Order including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- (b) fraud or fraudulent misrepresentation.

8.3 Subject to clause 8.2, the Company's total liability to the Customer shall not exceed the value of the delivered Goods.

8.4 Subject to clause 8.2, the following types of loss are wholly excluded:

- (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss.

8.5 This clause (8) **Error! Reference source not found.** shall survive any termination of the Contract or Order.

9. FORCE MAJEURE

9.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract other than an obligation to pay an invoice issued pursuant to the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

10. ANTI-CORRUPTION

10.1 The Customer represents and warrants to Company that:

- (a) none of the Customer, its Affiliates, nor any director, officer, employee, principal 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, authorised, 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;
- (b) the Customer 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) no official holds any shares, partnership interests or other equity or ownership interests in the Customer or any of its affiliates, or is an officer, director, employee, contractor or principal of the Customer, and no Official has or will have a right to or interest in any payment or other thing of value provided by the Company to the Customer.

11. EXPORT CONTROL AND SANCTIONS

11.1 The Customer represents, warrants and undertakes that:

- (a) the Customer and its affiliates and agents shall comply with the Company Code of Conduct and all economic sanctions and export control laws and regulations adopted and enforced by governmental authorities of the EU, UK, UN and US, as well as any economic sanctions and export control laws and regulations adopted by other jurisdictions that are applicable to the Company or the Customer
- (b) neither the Customer, its affiliates or any of its respective officers, directors or employees, is listed, or is owned or controlled by any individual or entity listed in such laws,
- (c) the Customer will not engage in any business involving any such Listed Person,
- (d) no items and any replica thereof will be used, in their entirety or in part, for any Military End-Use or by any military end-user, including for any purpose in connection with chemical, biological or nuclear weapons, military items or by any national armed services (army, navy, marine, air force, or coast guard), national guard and national police, government intelligence or reconnaissance organizations unless explicitly approved by the Company, and
- (e) the Customer will immediately inform Company of any breach of the foregoing. Following any breach, Company may refuse further performance, or terminate this agreement and Company's relationship with the Customer, without liability to the Company.

12. TERMINATION

12.1 Without limiting the Company's other rights or remedies, the Company may terminate this Contract with immediate effect without a court order and by giving written notice to the Customer if:

- (a) the Customer commits Event of Default of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business and/or Contract; or
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the Terms and Conditions of the Contract is in jeopardy.
- (e) the Customer fails to comply with any of the covenants provided in clause (11.1).
- (f) the Customer has misrepresented or failed to properly disclose any material fact, or to provide any documentation, certifications or information requested by the Company, including without limitation to, the intended end-use/end-user or destination of the Product; or
- (g) either party's ability to fulfil an obligation under this agreement is materially affected by the imposition of restrictions in Economic Sanctions and Export Control Laws.
- (h) if the Customer fails to pay any amount due under the Contract/Order on the due date for payment.

12.2 Should the Company determine, in its sole discretion, that any representation or warranty set forth in [Clause 10.1 above] has failed to be true and correct at any time, the Company shall have the right to immediately terminate this Agreement by written notice to the Business Representative. Upon any such termination, this Agreement and all rights and obligations hereunder shall immediately terminate, provided that the Business Representative shall remain liable to the Company for any breach of its obligations hereunder.

12.3 Upon termination of the Contract/Order for any reason the Customer shall immediately pay to the Company, all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt for any pending amounts.

12.4 The Company shall not be liable to the Customer for any claims, losses or damages arising from the Company exercising its rights under 11.1(a) to 11(c) above or clause 11.6.

12.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13. GENERAL

13.1 Entire agreement: These Terms and Condition along with the Contract/Order constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Variation: No variation of these Terms and Condition shall be effective unless it is in writing and approved by the parties through their authorised representatives.

13.3 Waiver: No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.4 Severance: If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms and Conditions.

13.5 Notices: Any notice or other communication given to a party under or in connection with the Terms and Conditions shall be in writing and shall be delivered by courier delivery service at its registered office of the Company and/or sent by email to the address specified in info.me.openingsolutions@assaabloy.com.

13.6 Third party rights:

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights to any third parties to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing law: any dispute or claim arising out of or in connection with the Contract/Order or its subject matter or formation, shall be governed by and construed in accordance with the federal laws of the United Arab Emirates as applied in the Emirate of Dubai.

14.2 Dispute resolution procedure: shall be dealt with as follows:

- (a) **Dispute related to claims not exceeding (AED) One Million Dirhams:** shall be subject to the exclusive jurisdiction of the Dubai Courts for final resolution.
- (b) **Dispute related to claims exceeding (AED) One Million Dirhams:** shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre for final resolution.