1. INTRODUCTION

1.1 These General Terms and Conditions of Sale ("**Terms**") shall apply to any and all agreements ("**the Agreement**") for the supply of products or rendering of services by ASSA ABLOY (Tanzania) Ltd or any of its subsidiaries (**"ASSA ABLOY"**) unless otherwise explicitly agreed in writing between the parties. A subsidiary shall mean any entity controlled or owned, directly or indirectly, from time to time by ASSA ABLOY (Tanzania) Ltd.

1.2 Where the Customer is a consumer as defined under applicable Tanzanian consumer protection legislation, including the Fair Competition Act, 2003 and any regulations thereunder, the provisions of these Terms shall be read subject to such statutory consumer protections as may not be lawfully excluded.

1.3 Terms used herein, but not otherwise defined, shall have the meaning given to those terms elsewhere in these General Terms and Conditions.

2. ORDERS

2.1 Each Order placed by the Customer shall be deemed to be a separate offer by the Customer to purchase Products and/or order Services on the terms Agreed, which ASSA ABLOY shall be free to accept or decline at its absolute discretion and ASSA ABLOY shall have no liability to the Customer for declining an Order.

2.2 ASSA ABLOY's discretion to sell Products or render Services to the Customer may be guided by, inter alia, the following:

(a) the availability of stock;

(b) timeous receipt by ASSA ABLOY of any drawings, designs and specifications that may be required by ASSA ABLOY from the Customer provided that such drawings, designs and specifications shall be deemed to have been given to ASSA ABLOY for the purpose of description only and shall not form part of the Agreement.

2.3 Each Order shall:

(a) be given in writing in accordance with the process/system notified by ASSA ABLOY from time to time;

(b) specify the type and quantity of Products or the details of the Services (and any Deliverables, Milestones etc.) ordered; and

(c) specify the Delivery Date on which the Products specified in the Order are to be ready for collection (which shall be agreed to by the Parties prior to the Order being issued).

2.4 No Order shall be deemed to be accepted by ASSA ABLOY until it issues an Order Confirmation or (if earlier) ASSA ABLOY notifies the Customer that the Products are ready for Delivery, or the Services are ready to commence.

2.5 ASSA ABLOY shall assign an Order Number to each Order it accepts and notify the Customer of those Order Numbers. Each Party shall use the relevant Order Number in all subsequent correspondence relating to the Order.

2.6 The Customer may within two (2) days of placing an Order amend or cancel an Order by written notice to ASSA ABLOY, provided that (i) the Order has not already been dispatched and/or the Services have not commenced, and (ii) the Customer compensates ASSA ABLOY for any costs incurred by ASSA ABLOY in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation.

2.7 These Terms apply to an Order 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.

2.8 Any samples, drawings, descriptive matter or advertising issued by ASSA ABLOY and any illustrations or descriptions of the Products and/or Services contained in ASSA ABLOY's catalogues, brochures or any other form of communication are issued or published for the sole purpose of giving an approximate idea of the Products and/or Services described in them. They shall not form part of the Agreement nor have any contractual force.

2.9 ASSA ABLOY may make changes to the Products, Services, Product Specification or Service Specification prior to Delivery (or commencement of Services) if required by any applicable statutory or regulatory requirement, and ASSA ABLOY shall notify the Customer in any such event as soon as reasonably practicable.

3. PRODUCT AND SERVICES QUALITY

3.1 The Customer shall be precluded from raising any complaints or disputing liability to ASSA ABLOY in any way unless it shall have notified ASSA ABLOY of its complaints or grounds of dispute in writing within seven (7) days of the Delivery Date.

3.2 Notwithstanding the timeous raising of a complaint or dispute of liability by the Customer, the Customer shall, under no circumstances, be entitled to withhold payment in respect of the Products from ASSA ABLOY pending the resolution of such dispute or complaint. Subject to the foregoing, ASSA ABLOY shall, in its discretion, be entitled to either remedy any failure by adjusting, repairing, replacing the Products in question, or refunding the whole or part (as the case may be) of the contract price paid to it by the Customer in respect of such Products.

3.3 ASSA ABLOY warrants that:

(a) it shall have full legal, beneficial and unencumbered title to the Products at the time of delivery to the Customer;

(b) on the date of Delivery, the Products shall materially comply with the Product Specification and the contents of the Order; and

(c) the Products supplied shall be free from material defects in design, material and workmanship during the Warranty Period.

3.4 Subject to Clause 3.10, if:

(a) the Customer gives notice in writing to ASSA ABLOY within the time period set out in Clause 3.6 that some or all of the Products do not comply with the warranty set out in Clause 3.3;

(b) the relevant Products are within the Warranty Period;

(c) ASSA ABLOY is given a reasonable opportunity of examining such Products; and

(d) the Customer complies with the return and/or inspection obligations in Clause 3.7;

ASSA ABLOY shall, at its option, repair or replace the defective Products, or refund the Product Price of the defective Products in full.

3.5 Once ASSA ABLOY has complied with its obligations to repair/replace/refund under Clause 3.4, it shall have no further liability to the Customer for the rejected Products' failure to comply with Clause 3.3.

3.6 The Customer shall inspect the Products immediately following Delivery and shall notify ASSA ABLOY of:

(a) any quantity variances and defects that are apparent on normal visual inspection within one (1) Business Day of Delivery; or

(b) any latent defect, within five (5) Business Days of the latent defect having become apparent (within the Warranty Period).

If the Customer fails to give notice of rejection in accordance with this Clause, it shall be deemed to have accepted these Products.

3.7 The Customer shall (at ASSA ABLOY'S option) either return the Products to ASSA ABLOY (at its own expense and risk) or permit ASSA ABLOY to inspect the Products at the Customers' premises and use its best endeavours to provide to ASSA ABLOY all necessary access and other reasonable facilities and all information, particulars and assistance required to enable ASSA ABLOY to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

3.8 ASSA ABLOY warrants to the Customer that the Services will be provided using reasonable care and skill.

3.9 ASSA ABLOY shall, at its option, re-perform any defective Services or refund the Service Charges of the defective Services in full.

3.10 The Customer accepts that ASSA ABLOY shall not be liable for a Product and/or Service's failure to comply with the warranty set out in Clause 3.3 or Clause 3.8 in any of the following events:

(a) the defect is of a type that was discoverable on normal visual inspection at time of Delivery and has not been notified to ASSA ABLOY (or its delivery partner) at time of Delivery;

(b) the Customer (or a third party) makes any further use of those Products after the Customer has given notice in accordance with Clause 3.6;

(c) the defect arises because the Customer (or a third party) failed to follow ASSA ABLOY's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

(d) the defect arises as a result of ASSA ABLOY following any drawing, design or specification supplied by the Customer;

(e) the Customer (or a third party) alters or repairs those Products without the prior written consent of ASSA ABLOY;

(f) defects caused by use of the Services contrary to ASSA ABLOY's instructions, or modification or alteration of the Services by any party other than ASSA ABLOY or ASSA ABLOY's duly authorized contractors or agents;

(g) any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet;

(h) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(i) the Products differ from the Product Specification or the Services (and/or Deliverables) differ from the Service Specifications as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

3.11 These Terms shall apply to any repaired or replacement Products, or re-performed Services supplied by ASSA ABLOY.

3.12 Should the Customer have any complaint of whatsoever nature concerning any of the Products which are not manufactured by ASSA ABLOY, it shall be entitled to require ASSA ABLOY to cede to it any rights, which ASSA ABLOY may have against the original Supplier of those Products but shall have any other claim against ASSA ABLOY in respect of the matter complained of. The Customer shall not be entitled to withhold payment from ASSA ABLOY in respect of such Products for any reason whatsoever.

3.13 All conditions, warranties or representations whatsoever whether express or implied by statute, common law, trade usage, custom or otherwise as to the quality or fitness for any particular purpose of the Products and/or Services are, to the fullest extent permitted by the Laws of Tanzania, excluded from the Agreement, provided that nothing in this Clause shall exclude or limit any statutory customer protections that cannot be lawfully excluded under Tanzanian law.

4. DELIVERY

4.1 Delivery is completed when ASSA ABLOY places the Order at the Customer's disposal at the Delivery Location OR as set out in the relevant Incoterm.

4.2 ASSA ABLOY may deliver Orders by instalments, which may be invoiced and paid for separately. References in the Agreement to Orders shall, where applicable, be read as references to instalments.

4.3 Time of delivery is not of the essence and delays in the delivery of an Order shall not entitle the Customer to:

(a) refuse to take delivery of the Order; or

(b) claim damages; or

(c) terminate the Agreement, subject always to Clause 17.2(b) and Clause 20.4.

4.4 ASSA ABLOY shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under the Agreement.

4.5 If the Customer fails to take delivery of an Order on the Delivery Date then, except where that failure or delay is caused by ASSA ABLOY's failure to comply with its obligations under the Agreement:

(a) delivery of the Order shall be deemed to have been completed at 9.00 am on the Delivery Date; and

(b) ASSA ABLOY shall store the Order until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.6 Each Delivery shall be accompanied by a delivery note from ASSA ABLOY showing the Order Number, the date of the Order, the type and quantity of Products included in the Order and, in the case of Products being delivered by instalments, the outstanding balance of Products specified in an Order remaining to be delivered.

4.7 A signed delivery note shall constitute *prima facie (at face value) proof* that the Products have been delivered to and received by the Customer in good condition, whether signed by the Customer, an employee, an agent or a representative of the Customer.

4.8 If, in respect of an Order, ASSA ABLOY delivers more or less than the quantity of Products ordered, the Customer shall not be entitled to reject the Order provided the remaining Products are delivered to the Customer (or any excess Products are collected by ASSA ABLOY) within a reasonable period of time, but a pro rata adjustment shall be made to the Order invoice.

4.9 Should ASSA ABLOY agree to accept the return of any Products delivered to the Customer in good order, the Customer shall be liable

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to pay ASSA ABLOY a handling charge of not less than 10% on the invoiced price of the Products so returned (subject to damages suffered, the purchase price will be repaid, where applicable by set off against other amounts due by the Customer).

4.10 In the event of Conflict between a chosen Incoterm and the terms of the Agreement, the Agreement shall take precedence.

5. TITLE AND RISK

5.1 Risk in Products shall pass to the Customer on Delivery.

5.2 Title to Products shall not pass to the Customer until:

(a) ASSA ABLOY receives payment in full (in cash or cleared funds) for:

(i) the Products; or

(ii) all other sums that are (or that become) due to ASSA ABLOY on any account by the Customer, irrespective of how the sums due have arisen,

in which case title to the Products shall pass at the time of payment of all such sums.

(b) the Customer resells those Products, in which case title to those Products shall pass to the Customer at the time specified in Clause 5.4.

5.3 Until title to the Products has passed to the Customer, the Customer shall:

(a) store those Products separately from all other goods held by the Customer so that they remain readily identifiable as ASSA ABLOY's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to those Products;

(c) maintain those Products in satisfactory condition and keep them insured on ASSA ABLOY's behalf for their full price against all risks with an insurer that is reasonably acceptable to ASSA ABLOY. The Customer shall obtain an endorsement of ASSA ABLOY's interest in the Products on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow ASSA ABLOY to inspect those Products and the insurance policy; and

(d) give ASSA ABLOY such information as ASSA ABLOY may reasonably require from time to time relating to:

(i) the Products; and

(ii) the ongoing financial position of the Customer.

5.4 Subject to clause 5.5, the Customer may resell or use Products in the ordinary course of its business (but not otherwise) before ASSA ABLOY receives payment for the Products. However, if the Customer resells the Products before that time:

(a) it does so as principal and not as ASSA ABLOY's agent; and

(b) title to those Products shall pass from ASSA ABLOY to the Customer immediately before the time at which resale by the Customer occurs.

5.5 The Customer's right under Clause 5.4 to resell the Products or use them in the ordinary course of its business shall terminate automatically if:

(a) the Customer fails to pay any amount due and payable on the due date;

(b) ASSA ABLOY suffers a civil judgement to be taken or entered into against it;

(c) the Customer is subject to any insolvency proceedings including, but not limited to, bankruptcy, winding up, liquidation, receivership, administration or any equivalent or analogues proceedings under the Companies Act, Cap. 212 R.E. 2002 (as amended by the Companies Act, No 12 of 2002), the Bankruptcy Ordinance, Cap. 25 or any other applicable Tanzanian legislation;

(d) the Customer passes away;

(e) ASSA ABLOY terminates the Agreement (for any reason), and

(f) ASSA ABLOY terminates the right (at its discretion) by notice in writing.

5.6 At any time before title to the Products passes to the Customer, ASSA ABLOY may:

(a) by notice in writing, terminate the Customer's right under Clause 5.4 to resell the Products or use them in the ordinary course of its business; and

(b) require the Customer to deliver up all the Products in its possession that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, they will be deemed to have irrevocably authorized ASSA ABLOY to enter any premises of the Customer or of any third party where the relevant Products are stored in order to recover them, provided that such entry shall be exercised peacefully and in compliance with the Laws of Tanzania. ASSA ABLOY shall be entitled to seek assistance from the relevant authorities or court orders where necessary to effect recovery.

6. PRODUCT RECALL

6.1 The Customer shall:

(a) immediately notify ASSA ABLOY if it becomes aware of any evidence or other information that any Product may not be safe or may otherwise pose any risks to any person or property;

(b) maintain appropriate, up-to-date and accurate records of all Products that it sells so as to enable, amongst other things, the identification of any customer to whom a Product is sold and the prompt recall of any Product and afford access to ASSA ABLOY and permit copies to be taken of any materials, records or documents as ASSA ABLOY may require;

(c) promptly provide any co-operation, documentation, data, information or other assistance reasonably requested by ASSA ABLOY from time to time in relation to any product safety issues and/or to enable ASSA ABLOY to recall, as a matter of urgency, any Products. ASSA ABLOY shall reimburse the Customer for any reasonable costs incurred by the Customer in complying with this sub-Clause (c).

6.2 If the Customer is the subject of a request, court order or other directive of any applicable governmental agency, entity or authority (a "**Governmental Body**") to withdraw any Products from the market ("**Recall Notice**") it shall immediately notify ASSA ABLOY in writing enclosing a copy of the Recall Notice.

6.3 If there is a recall of any of the Products, the Customer shall provide reasonable assistance to ASSA ABLOY in developing a recall strategy, all reasonable assistance in locating and recovering any Products that are subject to the recall and shall work with ASSA ABLOY and any

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applicable Governmental Body in monitoring the recall operation and in preparing such reports as may be required.

6.4 Unless required by Law, the Customer may not undertake any recall or withdrawal without the written permission of ASSA ABLOY and only then in strict compliance with ASSA ABLOY's instructions about the process of implementing the withdrawal.

7. SUPPLY OF SERVICES

7.1 ASSA ABLOY shall use reasonable endeavours to supply the Services, and deliver any Deliverables to the Customer, in accordance with the Agreement and any accepted Orders as contemplated in Clause 2.4 in all material respects.

7.2 ASSA ABLOY shall use reasonable endeavours to meet any performance dates or the Milestones specified in a Customer order as contemplated in Clause 2 but any such dates shall be estimates only and time for performance by ASSA ABLOY shall not be of the essence.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

(a) co-operate with ASSA ABLOY in all matters relating to the Services;

(b) provide to ASSA ABLOY in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) reasonably required by ASSA ABLOY in connection with the Services and ensure that they are accurate and complete;

(c) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable ASSA ABLOY to provide any Services.

8.2 If ASSA ABLOY's performance of its obligations is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, ASSA ABLOY shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

9. CHANGE CONTROL

9.1 Either Party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a Change Order has been signed by both parties. A **Change Order** shall be a document setting out the proposed changes and the effect that those changes will have on:

(a) the Services;

(b) the Service Charges;

(c) the timetable of the Services (including any Milestones); and

(d) any of the terms of the Agreement.

9.2 If ASSA ABLOY wishes to make a change to the Services it shall provide a draft Change Order to the Customer.

9.3 The Customer may not withhold its consent to a Change Order setting out changes to the Services required as a result of changes to the Applicable Laws.

9.4 If the Customer wishes to make a change to the Services:

(a) it shall notify ASSA ABLOY and provide as much detail as ASSA ABLOY reasonably requires of the proposed changes, including the timing of the proposed changes; and

(b) ASSA ABLOY shall, as soon as reasonably practicable after receiving the information at sub-Clause (a) above, provide a draft Change Order to the Customer.

9.5 If the Parties:

(a) agree to a Change Order, they shall sign it and that Change Order shall amend the Agreement; or

(b) are unable to agree a Change Order, either Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 22 (Dispute Resolution).

9.6 ASSA ABLOY may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to Clause 9.4 on a time and materials basis at ASSA ABLOY's daily rates, which rates will be made available to the Customer on request.

10. PRODUCT PRICES, SERVICE CHARGES AND PAYMENT

10.1 Product Prices shall be the prices ruling at the date of dispatch of the Products. The Product Prices may be amended by ASSA ABLOY from time to time to take account of any change (which for the avoidance of doubt includes but is not limited to raw material, production and distribution costs as well as taxes, customs, levies and currency fluctuations) in the cost to ASSA ABLOY of supplying the Products to the Customer.

10.2 In consideration of the provision of Services by ASSA ABLOY, the Customer shall pay the Service Charges. The Service Charges may be amended by ASSA ABLOY from time to time to take account of any change (which for the avoidance of doubt includes but is not limited to staff and equipment costs as well as taxes, customs, levies and currency fluctuations) in the cost to ASSA ABLOY of supplying the Services to the Customer.

10.3 ASSA ABLOY shall be entitled to invoice the Customer for the Products on or at any time after Delivery. The Customer shall pay the invoices in full and in cleared funds within the agreed Payment Terms and in the currency in accordance with the relevant provisions of any supply agreement.

10.4 Where applicable, the Customer agrees to accept the receipt of electronic tax invoices, credit and debit notes from ASSA ABLOY, which will be transmitted via e-mail, and both parties agree to comply with the record keeping requirements as set forth in the Value Added Tax Act, Cap. 148 R.E. 2019, the Tax Administration Act, Cap. 438 R.E. 2019 and the Electronic Transactions Act, No 13 of 2015 of the United Republic of Tanzania.

10.5 Time for payment shall be of the essence of the Agreement.

10.6 All amounts due from the Customer to ASSA ABLOY shall be paid in full without any set-off, counterclaim, deduction or withholding. No disputes between the Customer and ASSA ABLOY about any amount due, quality or any other claims submitted by the Customer shall give the Customer the right to suspend payment of any unpaid invoices of ASSA ABLOY. ASSA ABLOY may at any time, set off any liability of the Customer to ASSA ABLOY against any liability of ASSA ABLOY to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement.

10.7 If the Customer disputes any invoice or other statement of monies due, the Customer shall notify ASSA ABLOY in writing within five 5)

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Business Days of the dispute, otherwise the Customer will be deemed to have approved the invoice. The parties shall negotiate in good faith to attempt to resolve the dispute promptly in accordance with Clause 22 (Dispute Resolution) and ASSA ABLOY shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment.

10.8 The Product Prices and Service Charges are, unless otherwise indicated, exclusive of amounts in respect of any applicable sales tax, value added tax or any equivalent tax, which shall be invoiced to and paid by the Customer in addition to the Product Prices/Service Charges. If the Customer is required under any Applicable Law to withhold or deduct any amount from the payments due to ASSA ABLOY, then the Customer shall increase the sum it pays to ASSA ABLOY by the amount necessary to leave ASSA ABLOY with the sum it would have received if no such withholdings or deductions had been made.

10.9 Other than as set out in Clause 10.8, all other taxes, charges, levies, assessments and other fees of any kind imposed on the purchase or import of the Products shall be the responsibility of, and for the account of, the Customer. If ASSA ABLOY, any of its subcontractors, Affiliates or the employees of either of them are required to pay any such levies, fines, penalties or assessments in the first instance, or as a result of the Customer's failure to comply with any applicable Laws or regulations governing the payment of such levies by the Customer, the amount of any payments so made, plus the expense of currency conversion, must be promptly reimbursed by the Customer upon submission of ASSA ABLOY's invoice.

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1 In performing its obligations under the Agreement, the Customer shall and shall procure that each member of its Group shall obtain and maintain, at its own expense, all necessary licenses and authorizations and comply with all Applicable Laws in connection with its obligations and in all matters relating hereto, and shall not do or permit anything to be done which might cause or otherwise result in a breach by ASSA ABLOY of the same.

11.2 Without prejudice to Clause 11.1, the Customer shall be responsible for obtaining any necessary import licences, permits, approvals, filings, registrations and complying with all other formalities necessary for the entry of the Products into the territory, their delivery to the Customer and any payment to ASSA ABLOY. The Customer shall be responsible for any customs duties, clearance charges, taxes (including any VAT or other applicable taxes), brokers' fees and other amounts payable in connection with the importation and delivery of the Products.

11.3 The Customer warrants to ASSA ABLOY that it has informed ASSA ABLOY of all Laws and regulations affecting the manufacture, sale, packaging and labelling of Products which are in force within the territory or any part of it (the "**Local Regulations**") at the Commencement Date.

11.4 The Customer shall give ASSA ABLOY as much advance notice as reasonably possible of any prospective changes in the Local Regulations. On receipt of notification from the Customer, ASSA ABLOY shall make reasonable commercial efforts to ensure that the Products comply with any change in the Local Regulations by the date of implementation of that change, or as soon as is reasonably possible afterwards.

12. PROCESSING OF PERSONAL DATA

12.1 The Customer's privacy is very important to ASSA ABLOY and ASSA ABLOY will use reasonable efforts to ensure that any information, including Personal Data, provided by the Customer, or which is collected from the Customer, is stored in a secure manner.

12.2 The Customer agrees to give (where applicable) honest, accurate and current information about the Customer to ASSA ABLOY and to maintain and update such information when necessary.

12.3 Personal Data collected from the Customer may be used for inter alia, the following reasons:

(a) to perform our obligations as described in these Terms;
(b) to set up and manage your customer profile on our database;
(c) to comply with local or international legal, auditing, operational or recordkeeping requirements to which we are subject, such as tax or financial reporting requirements;
(d) to detect and prevent fraud and money laundering and/or in the interest of security and crime prevention;
(e) to detect and prevent any breach of sanctions and export control laws, regulations, rules or restrictive measures to which ASSA ABLOY is subject;
(f) for Direct Marketing – Data subjects may refer to the privacy statement available on our website for further information on how to opt out of Direct Marketing activities (https://www.assaabloy.com/tz/en/privacy-center)

12.4 The Customer acknowledges that where Personal Data relating to related parties of the Customer has been supplied to ASSA ABLOY, the Customer has made such related parties aware of the collection and Processing of such Personal Data and that the relevant parties have given their voluntary consent to do so.

12.5 The Customer acknowledges that any information supplied to ASSA ABLOY is provided voluntarily.

12.6 By submitting any information to ASSA ABLOY in any form, the Customer acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by ASSA ABLOY under any applicable Law in the manner contemplated above, which consent shall, in the absence of any written objection received from the Client, be indefinite and/or for the period otherwise required in terms of any applicable Law.

12.7 Unless the Customer has consented, ASSA ABLOY will not sell, exchange, transfer, rent or otherwise make available any Personal Data about the Customer (such as name, address, email address, telephone or fax number) to other parties and the Customer indemnifies ASSA ABLOY from any unintentional disclosures of such information to unauthorized persons.

12.8 Should the Customer believe that ASSA ABLOY has utilized the Customer's Personal Data contrary to applicable Law, the Customer shall first resolve any concerns with ASSA ABLOY. If the Customer is not satisfied with such process, the Customer has the right to lodge a complaint with the Personal Data Protection Commission established under the Personal Data Protection Act, No. 11 of 2022.

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12.9 The terms "**Personal Data**" and "**Processing**" shall have the meanings assigned to them in the Personal Data Protection Act, No 11 of 2022 of the United Republic of Tanzania (the "**PDPA**").

13. ANTI-BRIBERY AND EXPORT CONTROL

Anti-Bribery

13.1 The Customer represents and warrants to ASSA ABLOY 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, 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;

(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) during the past five (5) years neither the Customer nor any of its Affiliates have 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 Customer, no such investigation or inquiry is pending or threatened; and

(d) 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 ASSA ABLOY to the Customer.

Export Control and Sanctions

13.2 The Customer represents and warrants to ASSA ABLOY that it will always act in compliance with (i) all laws and regulations applicable to ASSA ABLOY or the Customer, including all economic sanctions and export control laws, regulations, rules or restrictive measures, and (ii) import and export restrictions on materials and items, adopted and enforced by governmental authorities of the European Union, the United Kingdom, the United Nations or the United States ("**Economic Sanctions and Export Control Laws**"), and that:

(a) neither the Customer, its affiliates, or any of their respective directors, officers, employees nor, so far as the Customer is aware, any agents or other persons acting on behalf of any of the foregoing:

(i) is, or has been, nor will be or determined to be owned or controlled by one or more individuals or entities subject to sanctions measures under the Economic Sanctions and Export Control Laws ("**Listed Person**");

(ii) has engaged in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;

(iii) directly or indirectly, has conducted or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;

(iv) has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Law; or

(v) is or has been in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Law.

General

13.3 The Customer covenants, agrees and undertakes that:

(a) the Customer shall act in compliance with Economic Sanctions and Export Control Laws, and shall not sell nor re-export the Product without all requisite licenses and approvals under Economic Sanctions and Export Control Laws;

(b) the Customer shall not sell, export or re-export, the Product, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (whether or not permitted under Economic Sanctions and Export Control Laws applicable to the Customer);

(c) The Customer shall undertake its best efforts to ensure that the purpose of this Clause 13.3 is not frustrated by any third parties further down the commercial chain, including by possible resellers;

(d) the Customer agrees to (i) cascade the contractual obligations set forth in this Clause 13.3 in contracts with third parties, including possible resellers, further down the commercial chain; and (ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Clause 13.3;

(e) the representations and warranties set forth in Clause 13.2 above shall always remain true and correct;

(f) the Customer will provide written notice to ASSA ABLOY, as promptly as possible and in any event within 5 (five) business days, if (i) any representation or warranty set forth in Clause 13.2 above should cease to be true at any time, or (ii) the Customer should encounter any problems in applying Sub-Clauses a)- d), above, including any relevant activities by third parties that could frustrate the purpose of said Clause; and

(g) the Customer will not engage in any transaction for Use of Products, in their entirety or in part, for any military

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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 ("**Military End-Use**"), unless explicitly approved by ASSA ABLOY.

13.4 The Customer covenants, agrees and undertakes to maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of ASSA ABLOY pursuant to the Agreement. The Customer will provide all information relating to requests for Products, that the Customer suspects could violate or circumvent Economic Sanctions and Export Control Laws, including requests from or on behalf of a Listed Person, and other attempts to acquire ASSA ABLOY Products in violation of Economic Sanctions and Export Control Laws. The Customer will, to the best of its abilities, cooperate with ASSA ABLOY to facilitate compliance with Economic Sanctions and Export Control Laws and will upon ASSA ABLOY's request provide ASSA ABLOY with true, complete and correct copies of all documentation relating to any business dealings involving the Product, including but not limited to, end-user certifications, information concerning compliance with the obligations under Clauses 13.3 a)- d), and other information as may be required by ASSA ABLOY within two (2) weeks of the simple request of such information.

13.5 Anything in the Agreement to the contrary notwithstanding, ASSA ABLOY shall not be obliged to make any payment or take any other action if ASSA ABLOY believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Control Laws.

13.6 The Agreement may be terminated immediately by ASSA ABLOY by written notice to the Customer if:

(a) any representation or warranty set forth in Clause 13.2 above should cease to be true at any time;

(b) the Customer acts in breach of its covenants, agreements and undertakings set forth in Clauses 13.3 and 13.4 above, which shall in each case be deemed a material breach of an essential element of these Terms;

(c) the Customer has misrepresented or failed to properly disclose any material fact, or to provide any documentation, certifications or information requested by ASSA ABLOY, including without limitation to, the intended end-use/end-user or destination of the Product;

(d) the Customer, its affiliates, or any of their respective directors, officers or employees becomes a Listed Person; or

(e) either Party's ability to fulfil an obligation under the Agreement is otherwise materially affected by the imposition of restrictions in Economic Sanctions and Export Control Laws.

13.7 Upon any such termination, any rights and obligations hereunder shall immediately terminate, provided that the Customer shall remain liable to ASSA ABLOY for any breach of its obligations hereunder.

13.8 ASSA ABLOY shall not be liable to the Customer for any claims, losses or damages arising from ASSA ABLOY's exercise of its rights under Clauses 13.5 and 13.6 above.

13.9 Any violation by the Customer of Clause 13.3 above shall constitute a material breach of an essential element of the Agreement, and ASSA ABLOY shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Agreement; (ii) a penalty to be determined by ASSA ABLOY based on the value of supply and the severity of the breach, which penalty shall not exceed 25% of the total value of the supply or price of the goods exported, whichever is higher ; and (iii) indemnification in accordance with Clause 13.10 below.

13.10 The Customer shall indemnify ASSA ABLOY and its Affiliates, directors, officers, employees, advisors, principals and holders of its equity interests (collectively, the "**Indemnitees**") against, and shall hold each Indemnitee harmless from, any and all third party claims, damages and liabilities, including the reasonable fees, charges and disbursements of counsel, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of: (a) any representation or breach of warranty set forth in Clause 13.2 above, (b) any breach by the Customer of any of its commitments in Clauses 13.3 or 13.4 above and (c) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory.

14. CODE OF CONDUCT AND TRAIINING

14.1 The Customer hereby acknowledges that it has been informed of and received a copy of the ASSA ABLOY Code of Conduct (as amended from time to time), which is accessible online at: https://www.assaabloy.com/group/en/sustainability/code-of-conduct (the "Code of Conduct"). The Customer represents and warrants that it will perform its obligations under the Agreement in full compliance with the Code of Conduct.

14.2 The Customer agrees that its directors, officers and employees engaged in performing the Customer's obligations under the Agreement will complete such training in relation to the Code of Conduct as ASSA ABLOY may require from time to time.

15. INTELLECTUAL PROPERTY

15.1 The Customer acknowledges and agrees that all Intellectual Property Rights in the Products and/or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials), including the Deliverables, shall be owned by ASSA ABLOY, and that the Customer has and will acquire no right in them by virtue of the discharge of its obligations under the Agreement, except as expressly provided in this Clause 15 (Intellectual Property).

16. LIMITATION OF LIABILITY

16.1 Nothing in the Agreement shall limit or exclude a Party's liability for any matter in respect of which it would be unlawful to exclude or restrict liability.

16.2 Subject to Clause 16.1, ASSA ABLOY shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

(a) any loss of profits;

(b) any loss of sales or business;

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(c) any loss of Agreements or contracts;
(d) any loss of anticipated savings;
(e) any loss of use or corruption of software, data or information;
(f) any loss of or damage to goodwill; or
(g) any loss that is an indirect, consequential or secondary consequence of any act or omission of ASSA ABLOY.

16.3 Subject to Clause 16.1, ASSA ABLOY's total liability to the Customer in respect of all other loss or damage arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 50% of the sums paid or payable by the Customer under the Agreement in the previous twelve (12) months.

16.4 Unless the Customer notifies ASSA ABLOY that it intends to make a claim in respect of an event within the notice period, ASSA ABLOY shall, subject to Clause 16.1, have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire twelve (12) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

17. DURATION AND TERMINATION

17.1 ASSA ABLOY may terminate the Agreement for any reason by giving at least six (6) months' prior written notice to the Customer.

17.2 Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

(a) the other Party commits a material breach of the Agreement or these Terms, and such breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of thirty (30) days of being notified in writing to do so;
(b) the other Party repeatedly breaches the Agreement or any of these Terms in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Agreement or these Terms;
(c) the other Party is subject to any insolvency proceedings; or
(d) the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business.

17.3 Without affecting any other right or remedy available to it, ASSA ABLOY may terminate the Agreement with immediate effect by giving written notice to the Customer if:

(a) the Customer breaches Clause 17.4;
(b) there is a Change of Control of the Customer;
(c) ASSA ABLOY ceases to produce the Products or provide the Services;
(d) the Customer is convicted of any offence or is otherwise guilty of serious misconduct or any conduct that, in ASSA ABLOY's reasonable opinion, is or may bring the Customer, ASSA ABLOY, ASSA ABLOY's clients or customers or its or their business, products or services into social or other disrepute;
(e) the Customer is in breach of its obligations under Clauses 11 (Compliance with laws and regulations), 13 (Anti-Bribery and Export Control), 14 (Code of Conduct and Training) or 15 (Intellectual Property);
(f) the Customer purports to assign its rights or obligations under the Agreement (except in accordance with Clause 21.3 (Assignment and other dealings prohibited));
(g) the Customer fails to pay any undisputed amount due to ASSA ABLOY on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
(h) the Customer 's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the Agreement is in jeopardy; and

17.4 The Customer shall immediately notify ASSA ABLOY of a Change of Control or any insolvency proceedings.

17.5 Without limiting its other rights or remedies, ASSA ABLOY may suspend provision of the Products and/or Services under the Agreement or any other contract between the Customer and ASSA ABLOY if the Customer becomes subject to any insolvency proceedings, or ASSA ABLOY reasonably believes that the Customer is about to become subject to any insolvency proceedings, or if the Customer fails to pay any amount due to ASSA ABLOY on the due date for payment.

18. OBLIGATIONS ON TERMINATION

18.1 The termination of the Agreement for any reason shall not affect any rights or liabilities of either Party accrued at the Termination Date.

18.2 Any provision of the Agreement or these Terms which expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

18.3 On termination or expiry of the Agreement:

(a) ASSA ABLOY's obligation to provide any further Products or Services will cease;
(b) each Party shall promptly:
  (i) return to the other Party all equipment, materials and property belonging to the other Party that the other Party had supplied to it or a member of its Group in connection with the Agreement;
  (ii) return to the other Party all documents and materials (and any copies) containing the other Party's Confidential Information;
  (iii) only to the extent permitted by law, erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
  (iv) on request, certify in writing to the other Party that it has complied with the requirements of this sub-Clause (b),
(c) the Customer shall immediately pay to ASSA ABLOY all of ASSA ABLOY's outstanding unpaid invoices and interest and, in respect of Services and Products supplied but for which no invoice has been submitted, ASSA ABLOY shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
(d) the Parties shall continue to promptly comply with the provisions of Clause 10 (Product Prices, Service Charges and Payment) in relation to all Products that have been Delivered and all Services that have been provided before the Termination Date.

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18.4 If either Party fails to return the other Party's material and equipment within a reasonable period, then:

(a) they shall be solely responsible for their safe keeping until the material and equipment has been returned or repossessed; and

(b) the other Party (on providing reasonable prior written notice) may enter their premises and take possession of the relevant material and equipment.

18.5 Subject to Clause 18.1 all other rights and licences of the Customer under the Agreement shall terminate on the Termination Date.

18.6 ASSA ABLOY may cancel any orders for Products and Services placed by the Customer before the Termination Date if delivery would fall due after the Termination Date, whether or not they have been accepted by ASSA ABLOY. ASSA ABLOY shall have no liability to the Customer in respect of such cancelled orders.

18.7 Except to the extent the governing law of the Agreement provides for the same, the termination or expiry of the Agreement shall not of itself make ASSA ABLOY liable to pay any compensation to the Customer, and the Customer shall not have any claim against ASSA ABLOY for loss of profits, loss of goodwill or any analogous loss, upon the termination of the Agreement, other than a claim for damages if and to the extent that the termination was a breach of contract by ASSA ABLOY.

19. CONFIDENTIALITY

19.1 Each Party undertakes that it shall not at any time during the Agreement, and for a period of five (5) years after the termination or expiry of the Agreement, disclose to any person any Confidential Information disclosed by the other Party, except as permitted by Clause 19.2.

19.2 Each Party receiving Confidential Information ("**Receiving Party**") from the other Party ("**Disclosing Party**") may only disclose the Confidential Information:

(a) to those of its employees, officers, representatives, advisers and Affiliates who need to know such information for the purpose of carrying out the Receiving Party's obligations under the Agreement, provided that the Receiving Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the Confidential Information are subject to and comply with equivalent written obligations as set out in this Clause 19 (Confidentiality);

(b) as may be required by Applicable Law, a valid order of a court or any other governmental body or regulatory authority having jurisdiction over the Agreement provided that the Receiving Party shall first, to the extent possible, notify the Disclosing Party of the required disclosure , make reasonable efforts to reduce any damage to the Disclosing Party resulting from such disclosure and co-operate with the Disclosing Party regarding the timing and content of that disclosure and any action which the Disclosing Party may reasonably wish to take to challenge the validity of such disclosure requirement;

(c) to the extent that such information is in the public domain other than through the fault of the Receiving Party or breach of this Clause 19; and

(d) the Disclosing Party has consented to the disclosure in writing.

19.3 Each Party shall not use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

19.4 The Disclosing Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Disclosing Party's Confidential Information, other than those expressly stated in the Agreement, are granted to the Receiving Party or to be implied from the Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other Intellectual Property Right held, made, obtained or licensable by Disclosing Party now or in the future.

19.5 In addition to the confidentiality obligations set out in this Clause 19 (Confidentiality), the Parties shall continue to comply with the terms of confidentiality of any additional Non-Disclosure Agreement. Where there is a conflict between the standards of confidentiality in these Terms or the Agreement, and any Non-Disclosure Agreement, the higher standard shall apply.

20. FORCE MAJEURE

20.1 Provided that it has complied with the provisions of Clause 20.3, if a Party ("**Affected Party**") is prevented, hindered or delayed in or from performing any of its obligations due to an event of circumstances or occurrences which cannot reasonably be averted or controlled by the party concerned, however excluding prolonged power shortages and energy black-outs, save where such events result from a declared state of emergency or national disaster under the Disaster Management Act, No. 7 of 2015 ("**Force Majeure**") and which substantially affects the performance of the obligations under the Agreement, the Affected Party shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

20.2 During a Force Majeure Event, the corresponding obligations of the other Party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.

20.3 An Affected Party shall not be in breach of the Agreement provided that:

(a) it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

(b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

(c) it has used reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

20.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than one (1) month, either Party may terminate the Agreement by giving fourteen (14) days' written notice to all the other Parties. On the expiry of this notice period, the Agreement will terminate. Such termination shall be without prejudice to the rights of the

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Parties in respect of any breach of the Agreement occurring prior to such termination and neither Party shall be entitled to any compensation for loss or damage as a result of such termination.

20.5 A Force Majeure Event does not relieve a Party from an obligation to make any payment that has come due under the Agreement.

21. GENERAL

21.1 Entire Agreement

(a) The Agreement constitutes the whole Agreement between the Parties and supersedes and extinguishes all previous drafts, Agreements, promises, assurances, warranties, representations and understandings between the Parties relating to its subject matter.

(b) Each Party:

(i) acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in the Agreement;

(ii) agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement; and

(iii) waives all rights and remedies which, but for this Clause 21.1, might otherwise be available to it in respect of any express or implied representation, warranty, collateral contract or other assurance.

(c) Nothing in this Clause shall limit or exclude any liability for fraud.

21.2 Variation

No amendment or variation of the Agreement shall be effective unless it is in writing, expressly refers to the Agreement, and is signed by the Parties (or their authorized representatives).

21.3 Assignment and other dealings prohibited

(a) The Agreement is personal to the Customer and the Customer shall not, without the prior written consent of ASSA ABLOY (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with the Agreement or any of its rights and obligations under or arising out of the Agreement, or purport to do any of the same.

(b) The Customer shall not sub-contract or delegate in any manner any or all of its obligations under the Agreement to any third party without the prior written consent of ASSA ABLOY (such consent not to be unreasonably conditioned, withheld or delayed).

(c) ASSA ABLOY will be entitled to assign, transfer, sub-contract, charge, hold on trust for any person and deal in any other manner with any of its rights under the Agreement.

(d) Any sub-contracting will not relieve a Party from its liabilities to the other Party under the Agreement.

21.4 Third Party Rights

(a) A person who is not a Party to the Agreement shall not have any rights under or in connection with it.

(b) The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

21.5 Waiver

(a) A Party's waiver of any of its rights under the Agreement must be in writing and duly executed by it.

(b) No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

(c) No single or partial exercise of any such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.6 Rights and Remedies

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21.7 Severance

(a) If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

(b) Any modification to or deletion of a provision or part-provision under this Clause 21.7 (Severance) shall not affect the validity and enforceability of the rest of the Agreement.

(c) If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable and deemed deleted, the Parties shall negotiate in good faith to replace such provision such that, such replacement clause is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21.8 Notices

(a) Any notice required to be given under the Agreement, shall be in writing and shall be delivered personally, or sent by recorded post or by commercial courier or by email, to the Party required to receive the notice at its address and to the contact set out in the Agreement, or as otherwise specified by the relevant Party by notice in writing to each other Party.

(b) Any notice shall be deemed to have been duly received:

(i) if delivered personally, when left at the address and for the contact referred to in sub-Clause (a) above; or

(ii) if sent by recorded post or if delivered by commercial courier, on the date and at the time that the postal service records delivery or the courier's delivery receipt is signed; or

(iii) sent by e-mail to that Party's e-mail address (with a copy sent by recorded post or by commercial courier to that Party's address within 24 hours after sending the e-mail).

21.9 No Partnership or Agency

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Except as expressly provided, nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, nor authorise a Party to make or enter into any commitments for or on behalf of the other Party.

21.10 Further Assurance

At its own expense, each Party shall, and shall use all reasonable endeavors to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Agreement.

21.11 Costs

(a) In the event of ASSA ABLOY or its agents instructing attorneys to collect from the Customer an amount owing to ASSA ABLOY, the Customer agrees to pay all costs on the scale as between attorney and own client, including collection commission and tracing charges.

(b) In the event of ASSA ABLOY or its agent instructing a debt collection agent to collect from the Customer an amount owing to ASSA ABLOY, the Customer agrees to pay reasonable collection costs and charges as may be lawfully recoverable under the Laws of Tanzania.

22. DISPUTE RESOLUTION PROCEDURE

22.1 If a dispute arises out of or in connection with the Agreement or its performance, validity or enforceability, then the Parties shall attempt in good faith to resolve the dispute by escalating the issue internally via their respective account managers; and then their respective Business/Commercial Directors (or equivalent); and then their respective CFOs / COOs. At each level of escalation, the persons involved shall use all reasonable endeavours (for a minimum period of ten (10) Business Days) to resolve the dispute.

22.2 If, following escalation through each of the levels set out in Clause 22.1, the Parties fail to resolve the dispute, then the Parties shall submit the dispute to mediation administered by the Tanzania Institute of Arbitrators (TIArb) or any other recognized mediation centre in Tanzania, upon such terms as may be agreed. Failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved by arbitration conducted in accordance with the Arbitration Act, 2020 of Tanzania, by an arbitrator or arbitrators appointed in accordance with said Act or the rules of the Tanzania Institute of Arbitrators (the **"Rules"**).

22.3 The seat of arbitration shall be Dar es Salaam, Tanzania. The language of arbitration shall be English.

22.4 The decision of the arbitrator in accordance with the Rules shall, in the absence of a manifest error, be final and binding on the Parties, and may be made an order of any court of competent jurisdiction.

22.5 Nothing in this Clause 22 shall prevent either Party from seeking an injunction or equitable relief in any competent court for the purposes of limiting a breach or suspected breach of this Agreement or to enforce any judicial award in any court of competent jurisdiction.

23. GOVERNING LAW & JURISDICTION

23.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of the United Republic of Tanzania. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement or the sales made under it.

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