

Corporate Terms & Service Specifications

1. General

The basis for all services shall be dormakaba's current offer and/or the Client's specifications. For access and automation projects, a complete and unambiguous door list with specifications of the respective door functions is a prerequisite for carrying out the services offered and for putting the door solutions and system solutions into operation.

Beyond that, any additional unforeseeable services to be provided by dormakaba Switzerland Ltd as a result of customer-specific adjustments such as project changes, interruptions, and wait times resulting from delays on the part of the Client shall be billed [to the Client] on a time and material basis at the rates applicable at the time (service prices).

All services shall be performed during official business hours on weekdays from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. excluding holidays (within the Canton of Zurich/Canton of Vaud for French-speaking Switzerland). Activities performed outside those times at the Client's explicit request shall be provided according to the service prices (surcharges) on a time and material basis.

These Corporate Terms & Service Specifications and the following documents shall all be considered integral parts of the contract :
(i) dormakaba offer (ii) specifications and (iii) General Terms and Conditions of Sale and Delivery of dormakaba Switzerland Ltd.

In case of discrepancies, the documents are listed below from most to least authoritative:

- (i) These Corporate Terms & Service Specifications
- (ii) dormakaba offer
- (iii) Specifications
- (iv) General Terms and Conditions of Sale and Delivery of dormakaba Switzerland Ltd.

2. Prices

All prices shall be quoted in CHF/exclusive of VAT or according to the cost breakdown and/or offer of dormakaba Switzerland Ltd.

3. Commitment period

The commitment period shall expire three months after the date of the offer, unless agreed otherwise.

4. Obligation to cooperate / Services to be provided by the Client

The following services shall be provided by the Client or by third parties, unless agreed otherwise in writing:

- connecting and sealing joints, masonry and chiselling work, recessing, offsetting of flush-mounted materials, etc.
- components shall be installed by the door suppliers and provided in operational condition, including wiring and installation
- installation work on the Client's end must be carried out in accordance with the installation overview of dormakaba Switzerland Ltd
- the necessary piping and wiring installations must be performed by a licensed electrical fitter, as well as the power supply (230V) and the wiring to the board
- deliveries from third-party firms, transport equipment, scaffolding work on the construction site, painting work, putty joints, etc.
- protecting the delivered items and working materials of dormakaba and its vicarious agents against theft and damage until the time of acceptance
- barrier-free access to the installation site and cleaning of the work area before starting the installation work

5. Installation / commissioning / acceptance

The doors/system shall be commissioned in a single sequence of operations, including all components, in accordance with the calculation of the service charges. If the doors/systems have to be put into operation in several sub-phases or if additional integration tests are required, such costs and extra expenses shall be invoiced at the rates applicable at the time (service prices).

The installation and commissioning of third-party products and the coordination of third parties is not part of dormakaba's services.

The acceptance inspection of the contractual services shall be performed promptly after completion of the work. The Client shall ensure that a person authorized to accept the services is present. If the acceptance inspection cannot be performed in a timely manner upon completion of the work, dormakaba shall set a reasonable grace period for a new acceptance inspection. If acceptance is not completed within the grace period because the Client fails to respond, then the services shall be deemed to have been accepted.

6. Warranty and disclaimer for RFID media

Defects in the readability of RFID media are excluded from the warranty and liability insofar as such RFID media were neither approved nor supplied by dormakaba.

dormakaba assumes no responsibility for the quality or performance of RFID media, which are beyond its control, and shall not be liable for any defects or damages resulting from the use of such RFID media neither approved nor supplied by dormakaba.

7. Unforeseeable expenses / adjustments

Expenses and additional services not included in the offer, such as

- partial assembly and commissioning requested by the Client
- changes in the scope of delivery
- temporary installations; cylinders, barriers, etc.
- interventions attributable to the Client outside normal working hours, empty runs, waiting times, etc.

shall be invoiced as additional expenses based on work actually performed.

8. Payment (order confirmation / delivery / acceptance)

Net contract value excluding VAT < 30,000, payable 30 days net after delivery and assembly
Net contract value excluding VAT > 30,000, payable according to agreement.

In the event of substantial time delays between assembly and commissioning, we reserve the right to adjust the payment schedule.

9. Hourly rates for services

Unless agreed otherwise, the current service prices are applicable.

10. Project management

The number of incoming journeys (including site visits and coordination meetings) is determined by the services listed in the offer. Project management is limited to the products and solutions offered and supplied by dormakaba. The installation and commissioning of third-party products and the coordination of third parties is not part of the project management expense of dormakaba.

11. Documentation (list of doors / connecting diagram)

The type of documentation is up to dormakaba. The documentation is generally prepared by means of the dormakaba planning tools, on condition that the Client provides floor plans of the required quality. The information necessary for the door system planning must be made available by the Client/planner in advance. The door system planning provided by dormakaba is the planning related to the electrified and in some cases mechanical components on and around the doors that affect the door functions and access control, in keeping with the relevant statutory provisions. Additional types of doors that are in not line with the dormakaba standard (e.g. that contain third-party products) will be invoiced on a time and materials basis.

12. Installation / commissioning of the SW application

The installation of the operating system and integration into the IT environment carried out by the Client is a prerequisite. The software supplied by dormakaba Switzerland Ltd shall be installed on compatible computers provided by the Client customer (see the specified IT requirements of dormakaba Switzerland Ltd).

13. Remote access for providing services

If services are provided through remote access, the Client shall create all the necessary conditions to enable dormakaba to provide the services. dormakaba may inform the Client of such access and request consent in that respect.

In client systems that require remote accesses/remote connections with a personal login (VPN), support shall be provided only during office hours. Setting up and maintaining personal VPN connections according to client standards/requirements leads to recurring costs, which are settled under a separate service contract. In the case of a replacement or modifications of the type of connection, dormakaba reserves the right to invoice the resulting non-recurring costs.

Remote connections to client systems with general (impersonal) logins or via simple remote maintenance software (e.g. TeamViewer) are free of charge. dormakaba refuses remote access to communication and collaboration software (e.g. Microsoft Teams).

14. Training / instruction

The training and instruction shall be provided on the premises of the Client and the charges will depend on the level of knowledge of the users/participants. In the case of smaller and/or individual systems, the instruction shall be provided concurrently with system commissioning. The training for an access system involves instruction about: basic functionalities, recording of master data, recording of exceptional days, access profile structure, door management and logbook options.

15. The recording of client-specific data (access-systems, time recording)

The Client shall be responsible for recording client-specific data such as employees, personal information, time and access profiles, room areas, etc. The Client shall make such information available to dormakaba in a timely manner in the course of system planning and commissioning.

In addition, instructions about job profiles and absence management are added in the case of time management systems. If comprehensive basic training for the systems delivered by dormakaba Switzerland Ltd is desired on the premises of dormakaba Switzerland Ltd, such training will be invoiced in accordance with the training plan. One-time support for the Client's system manager during client-specific parametrization and management during the test phase is included in the offer. The number of hours for parametrization depends on the support of the Client's system manager and the quality of the existing regulations and specifications book.

Right to change is reserved

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