

General Terms and Conditions of Sale and Delivery

1 General

- 1.1 These General Terms and Conditions of Sale and Delivery are applicable to all business relationships between the Client and dormakaba Switzerland Ltd ("dormakaba"). Any terms and conditions of the Client to the contrary shall be applicable only to the extent approved in writing by dormakaba.
- 1.2 The contract shall become legally binding upon the Client's receipt of the written order confirmation. Offers that contain no deadline for acceptance are not legally binding.

2 Scope of deliveries and services

The deliveries and services from dormakaba shall be stated exhaustively in the order confirmation, including any annexes thereto.

3 Plans and technical documents

- 3.1 Unless agreed otherwise, brochures and catalogues shall be non-binding. Specifications in technical documents are binding only to the extent expressly guaranteed in writing.
- 3.2 Each contracting party reserves all rights to the plans and technical documents that it has handed out to the other party. The receiving contracting party hereby acknowledges said rights and will not make any or all of such documents available to third parties or use such documents for any purposes than the purposes for which they were given to it without the other contracting party's prior authorization.

4 Prices

- 4.1 All prices shall be quoted net, without any deductions, exclusive of value-added tax, ex works and exclusive of packing. The amount of value-added tax shall be stated separately on each invoice.
- 4.2 dormakaba reserves the right to adjust prices if a change in the wage rates or costs of materials occurs between the time of the offer and performance of the contract. If the sales price exclusive of VAT increases by more than 5%, the Client shall be entitled to withdraw from the contract in writing within 5 working days after the announcement of the price adjustment.

5 Payment terms

All of dormakaba's invoices are payable net within 30 days after the invoice date.

6 Bank guarantees (joint-and-several guarantees)

- 6.1 The Client shall assume the costs of the entire bank guarantee (i) in the case of a guarantee for a contract value less than CHF 50,000, (ii) in case of a guarantee with a validity term longer than 2 years or (iii) if the amount of the guarantee is in excess of 10% of the contract value.

7 Retention of title

- 7.1 dormakaba shall retain title to all its deliveries pending full receipt off all payments due under the contract.

8 Delivery time allowance

- 8.1 Unless stipulated otherwise, the delivery time allowance shall commence once the contract has been formed, all the official requirements have been met, the payments and any security required at the time of placing the order have been provided, and the essential technical issues have been resolved. To comply with the delivery time allowance the ready-for-shipment notice must be sent to the Client by the expiry of said time allowance.
- 8.2 The delivery time allowance shall be extended appropriately in the following cases:
- If the specifications required for performance of the contract are not timely received by dormakaba or are subsequently changed by the Client, thereby causing a delay the deliveries or services.
 - If impediments arise that cannot be prevented by dormakaba despite the exercise of due care, no matter whether such

- impediments originate on the premises of dormakaba, of the Client, or of a third party. Examples of such impediments are epidemics, mobilizations, war, riots, substantial interruptions of operations, accidents, labour conflicts, delayed or improper delivery of the necessary raw materials, finished, or semifinished products, rejection of important workpieces, official measures or failures/omissions, natural disasters or other force majeure events.
- If the Client or third parties are behind schedule on their work assignments or late in meeting their contractual obligations, especially if the Client breaches the payment terms.

- 8.3 In case of late deliveries the Client is entitled to claim compensation for loss occasioned by delay, providing that the delay is demonstrably attributable to dormakaba and the Client can prove having suffered loss or damage as a result of said delay. If the Client's loss is remedied through substitute delivery, the claim for compensation for delay shall not apply.

The compensation for each full week of delay may be up to 0.5% but no more than 5% in total, calculated on the basis of the contract price of the delayed portion of the delivery. The first two weeks of delay shall not entitle the Client to any claims to compensation for delayed performance.

Once the maximum level of compensation for delayed performance has been reached, the Client shall set a reasonable grace period for dormakaba. If the grace period is exceeded for reasons attributable to dormakaba, the Client is entitled to refuse acceptance of the late portion of the delivery. If a partial acceptance of the delivery would be economically unreasonable, the Client is entitled to withdraw from the contract to demand a refund of payments already made against restitution of deliveries already made.

- 8.4 In case of delay in the deliveries or services, the Client shall have no rights and claims other than those expressly mentioned in item 8. This limitation shall not apply to wilful deception or gross negligence on the part of dormakaba and its vicarious agents.

9 Transfer of Benefits and Risks

- 9.1 Benefits and risks shall be transferred by no later than the departure of the delivery ex works to the Client, even if carriage-free delivery was agreed. If the installation is performed by dormakaba, the benefits and risks shall be transferred to the Client upon completion of the installation.
- 9.2 If the shipment is delayed at the Client's request or for other reasons for which dormakaba is not responsible, the risks shall be transferred to the Client at the time originally scheduled for the delivery ex works. From that time forward, delivered goods shall be stored and insured at the risk of the Clients.

10 Software and Know-how

All proprietary rights to software, including firmware and know-how, shall be retained by dormakaba.

dormakaba shall grant the Client a single non-transferable license, unlimited in time, to the contractually agreed extent.

The Client may make copies of the software for backup and archiving purposes. The transfer of the license to other Group Companies is permitted as part of restructuring and requires no prior approval from dormakaba.

Software maintenance and support services are not included and are subject to separate agreement between the Parties.

11 Inspection and Acceptance

- 11.1 dormakaba shall inspect the deliveries and services to the usual extent before shipment. Any further inspections requested by the Client are subject to special agreement and payable by the Client.
- 11.2 The Client shall inspect the deliveries and services within a reasonable time and promptly report any defects to dormakaba in writing, failing which the deliveries and services shall be deemed to have been accepted. Transport damage shall be reported to the carrier, in addition.
- 11.3 dormakaba shall remedy the reported defects within a reasonable time in accordance with clause 11.2, and the Client shall give dormakaba an opportunity to do so.
- 11.4 A special agreement is required to perform acceptance testing and to establish the related requirements.
- 11.5 In case of defects of any kind in the deliveries or services, the Client shall have no rights and claims other than those expressly mentioned in items 11 and 12.

12 Warranty, notice of defects and liability for defects

- 12.1 The warranty period on hardware shall be 24 months, starting from delivery of the system components. The warranty period on software shall be 12 months.
- For replaced or repaired parts, the warranty period shall start anew on the installation date and last 12 months in the case of spare parts or 6 months in the case of reconditioned parts. The warranty period for replaced software shall be six months, mutatis mutandis.
- Warranty claims shall lapse early if the Client or third parties make changes or repairs improperly or if the Client, upon occurrence of a defect, fails to promptly take all suitable measures to mitigate damage and to give dormakaba an opportunity to remedy the defect.
- The same periods shall also apply if the hardware is integrated into a stationary assembly in accordance with its intended use.
- 12.2 If the hardware is intended for the Client's personal or household use, the warranty period for used hardware shall be one year, even in cases in which the hardware is integrated into a stationary assembly in accordance with its intended use.
- 12.3 If requested to do so in writing by the Client, dormakaba undertakes, at its own option, to repair or replace as soon as possible all such parts of dormakaba's deliveries as demonstrably become defective or unusable prior to the expiry of the warranty as a result of unsuitable materials, faulty design or improper workmanship. Replaced parts shall become the property of dormakaba.
- 12.4 The only guaranteed properties are those designated as such in the specifications. The effective period of such guarantee shall not exceed the end of the warranty period. If acceptance testing is agreed, the guarantee shall be deemed to have been honoured if proof of the relevant characteristics has been provided on the occasion of such testing. In case of full or partial failure to ensure the guaranteed characteristics, the Client shall initially be entitled to prompt remedial action by dormakaba. To that purpose, the Client shall grant dormakaba the necessary time and opportunities. If such remedial performance is unsuccessful in whole or in part, the Client shall be entitled to a reasonable price reduction. If the defect is so serious that it cannot be remedied within a reasonable time and the deliveries and services are wholly or partly unfit for the specified purpose then the Client may refuse to accept the defective part or, if a partial acceptance of the delivery would be economically unreasonable, the Client is entitled to withdraw from the contract, in which case dormakaba's liability shall be limited to refunding the amounts already paid for the parts concerned by the withdrawal.

- 12.5 Excluded from the warranty and liability are loss and damage that are not demonstrably the result of poor materials, faulty design or defective workmanship, e.g. as a result of natural wear and tear, inadequate maintenance, failure to follow operating instructions, excessive stress, unsuitable operating materials, chemical or electronic influences, construction or assembly work not carried out by dormakaba, or other causes not attributable to dormakaba. Force majeure events are likewise excluded from the warranty and liability.
- 12.6 Deliveries and services from subcontractors that are specified by the Client are warranted by dormakaba only within the limits of the warranty obligations of the relevant subcontractors.
- 12.7 Defects in materials, design or workmanship, or the absence of guaranteed characteristics, shall not entitle the Client to exercise any rights and claims other than those expressly mentioned in the present clause.
- 12.8 dormakaba's liability for the Client's claims on the grounds of improper advising and the like or a breach of covenants shall be limited to cases of wilful deception or gross negligence.

13 Disclaimer of any further liabilities on the part of dormakaba Switzerland Ltd

To the extent permitted by law, the Parties fully disclaim all liability for any indirect or consequential damages, loss of use, lost profit or damage to reputation.

The remaining liability of the Parties, to the extent permitted by law, shall be limited to the amount of compensation, excluding VAT, paid under the relevant order.

The present disclaimer shall not apply to wilful deception or gross negligence of the Parties and their vicarious agents, or to loss or damage caused by death or bodily injury.

14 Jurisdiction and applicable law

The legal relationship shall be governed by Swiss law. Exclusive jurisdiction is assigned to Wetzikon; notwithstanding the foregoing, dormakaba may sue the Client in the courts having jurisdiction over the Client's registered office.

Right to change is reserved

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