

General Terms of Business

dormakaba Gulf FZE; dormakaba Middle East LLC.

1. DEFINITIONS

1.1 The following defined terms shall have the meaning specified alongside them:

"Agreement" these Supply Terms together with an Order and (where the context permits) any Documentation referable to these Supply Terms;

"Change Request" a request for a change to the terms of an Order made by Customer or dormakaba;

"Charges" the sums payable to dormakaba by Customer in consideration of the supply by dormakaba of Goods and/ or Services;

"Customer" the party requesting Goods and/ or Services from dormakaba;

"Customer Facilities" the premises at which and all equipment and facilities in respect of which dormakaba will supply Goods and/ or Services;

"Documentation" any dormakaba approved and/ or released documentation referable to these Supply Terms which gives details of Customer's Order and any applicable Special Terms including by way of example and without limitation any Order form, Maintenance Services service level agreement or Project Services proposal;

"dormakaba" being either dormakaba Gulf FZE whose registered office address is at Jebel Ali Free Zone South, Plot No. S20135, P.O. Box 17268, Jebel Ali, Dubai; dormakaba Middle East LLC, whose registered office address is at Warehouse No:1 Plot # 0242-0162 Al Quasis Industrial Area 1, P.O.Box: 121732, Dubai, UAE

"Equipment" goods, equipment and/ or other facilities in respect of which dormakaba has agreed to supply Maintenance Services;

"Goods" any goods requested by Customer to be supplied by dormakaba;

"IP Rights" any copyright, patent, registered design, trademark or other intellectual property right of whatever nature subsisting anywhere in the world;

"Maintenance Services" services in the nature of the maintenance and/ or repair of goods, equipment and/ or other facilities;

"Order" a request by Customer for Goods and/ or Services to be supplied by dormakaba;

"Project Services" services in the nature of a supply project which may include without limitation the design, procurement and installation of Goods and supply of related Services;

"Proper Use" the use of Goods strictly in accordance with Documentation and/ or any instructions or recommendations notified by dormakaba from time to time;

"Services" any services requested by Customer to be supplied by dormakaba (including without limitation Maintenance Services and Project Services);

"Special Terms" any terms set out in writing by dormakaba within Documentation and referable to an Order; and

"Supply Terms" these dormakaba Gulf FZE; dormakaba Middle East LLC Supply Terms.

1.2 In this Agreement:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to gender include references to all genders;

1.2.3 unless otherwise stated, references to clauses are to clauses of this Agreement;

1.2.4 the clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;

1.2.5 references to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

2. SCOPE OF AGREEMENT / FORMATION OF AGREEMENT

2.1 Clauses 1 - 19 inclusive of these Supply Terms apply in their entirety to the supply of all Goods and/or Services by dormakaba and in addition the following clauses apply to the supply of the following Services:

2.1.1 clauses 20 - 22 inclusive of these Supply Terms apply to both the supply of Maintenance Services and the supply of Project Services; and

2.1.2 clauses 23 - 25 inclusive of these Supply Terms apply to the supply of Maintenance Services.

2.2 Any Order placed by Customer is subject to acceptance by dormakaba and no Agreement shall be formed until dormakaba indicates such acceptance. Each accepted Order (together with these Supply Terms and any related Documentation) shall constitute an individual legally binding Agreement between dormakaba and the Customer.

2.3 Any acceptance of orders is in general only considered to be made if the order is supported by a valid quotation.

2.4 dormakaba may indicate acceptance of an Order at its discretion including without limitation by signing an Order and/ or Documentation referring to these Supply Terms, verbally, in writing or by delivering and/ or supplying requested Goods and Services.

2.5 In case notification of acceptance of an order is made by order confirmation the content is deemed to be read and agreed unless contradicted by the customer in writing within 7 days or before the supply of goods whichever is earlier.

2.6 This Agreement:

2.6.1 represents the whole agreement and understanding between the parties in respect of the matters referred to herein; and

2.6.2 shall, except in the case of fraud, override and no reliance shall be placed upon any other verbal or written representations, agreements (including without limitation any contractual terms notified to dormakaba by Customer), warranties or understandings in respect of the subject matter of this Agreement and the parties acknowledge that:

2.6.2.1 the remedies available to the parties are exclusively those available under this Agreement, and

2.6.2.2 they have considered and agreed the terms of this clause 2.6.

2.7 In the event of conflict and/ or inconsistency between the provisions comprised within the main body of this Agreement and any Special Terms comprised in Documentation, the latter shall prevail to the extent of the conflict and or inconsistency.

2.8 All prices stated in the Agreement are valid for a period of three (3) months upon its execution. After this period of three (3) months, dormakaba is entitled to unilaterally increase all prices of the Agreement. To the extent such increases exceed more than 10% of the agreed price (excluding taxes, expenses and duties), the Customer may terminate the Agreement within 7 days after having receipt of respective notification from dormakaba.

3. ORDER

3.1.1 Customer shall indicate its requirements for Goods and/ or Services by placing an Order and (as required by dormakaba) submitting to dormakaba such documentation and information as dormakaba requires to enable dormakaba to fulfil the Order.

3.1.2 Any order in general needs to be supported by a valid quotation of dormakaba.

3.2 dormakaba may indicate at any time that an Order (and related documentation/ information) is deficient and/ or insufficient and Customer shall as soon as reasonably practicable rectify such deficiency and/ or insufficiency to dormakaba satisfaction.

3.3 Customer shall be solely responsible for the accuracy of each Order (and related documentation/information) and dormakaba shall not be under any obligation to indicate or correct any inaccuracies, omissions or errors.

3.4 Subject to acceptance by dormakaba of an Order and to the Customer discharging its obligations provided by this Agreement and in consideration of payment by the Customer of the Charges dormakaba shall supply Goods and/ or Services in accordance with the terms of this Agreement.

3.5 Any Order may be subject to a minimum charge which shall be confirmed by dormakaba as applicable.

3.6 After acceptance of an order any cancellation or changing needs to be expressly consented by dormakaba in writing and will lead to additional charges and delayed deliveries. Any order already being in production can by no means be cancelled or changed.

4. QUOTATION

4.1 dormakaba may supply to the Customer a quotation indicating certain details in respect of the Goods and/ or Services including without limitation Charges.

4.2 The parties expressly agree that any quotation supplied by dormakaba shall be indicative only and not binding in respect of the matters specified.

4.3 If confirmed within the quotation, prices shall be valid for a period of 60 days only. Any prices quoted shall be applicable only for the related quantities and the given enquiry and shall by no means be indicative for any future orders, irrespective whether for the same or any other construction project.

4.4 Any delivery dates given in a quotation are of an indicative nature only, by no means binding and are subject to an express written confirmation within the course of acceptance of an order.

4.5 In case of orders involving goods with a total value of less than 100 USD, which are not available in stocks, an administration fee of the 10 USD (40 AED) will be charged to cover order processing costs.

5. DESIGN

5.1 As necessary, dormakaba shall undertake design of the Goods and/ or Services by reference to an Order and supply to Customer any relevant Documentation (including without limitation any drawings and specifications) as required.

5.2 Customer shall be deemed to have accepted the latest version of any relevant Documentation supplied by dormakaba at the date of acceptance by dormakaba of an Order.

6. ACCEPTANCE TESTS

6.1 dormakaba may specify and undertake tests of the Goods and/ or Services to check Goods and/ or Services are supplied in accordance with the terms of this Agreement and notify Customer accordingly of the results of such acceptance tests.

7. DELIVERY / PERFORMANCE

7.1 dormakaba shall use reasonable endeavours to deliver Goods or perform Services in accordance with any time and/ or date confirmed in writing by dormakaba provided that time of delivery of Goods and/ or performance of Services shall not be of the essence of this Agreement and dormakaba shall not be liable for any loss or damage arising from late delivery or performance.

dormakaba warrants that it holds and shall maintain all licenses, permits, and approvals required under the laws of the United Arab Emirates, including but not limited to Federal Law No. 5 of 1985 (Civil Transactions Law) and any applicable regulations issued by the Dubai Municipality and other competent authorities, to perform the maintenance services under this Agreement.

7.2 dormakaba may deliver Goods in instalments and invoice Customer accordingly for each instalment.

7.3 Customer shall pay all delivery Charges confirmed in writing by dormakaba (including without any limitation, any legalisation costs) including Charges for any special delivery requirements supplied upon Customer's request (e.g. Air freight/courier service).

7.4 Any deliveries shall be made ex works (Incoterms 2020), if available in stocks delivery is made ex works Jebel Ali Warehouse.

7.5 Goods have to be collected by the customer from the warehouse within 10 days after notification given by dormakaba. In case of late collection customer shall pay an additional storage fee to dormakaba.

7.6 Customer shall carefully examine any shipment upon delivery. Any discrepancies in quantity of a shipment have to be notified to dormakaba in writing within 7 days. Any failure to do so shall lead to the exclusion of all related claims. Remedy shall be made by dormakaba in accordance with clause 11.2

8. RISK AND TITLE

8.1 Risk in Goods passes to Customer upon delivery and Customer shall keep Goods insured against loss and damage at all times after delivery until property in Goods passes in accordance with clause 8.2.

8.2 Notwithstanding any other provision of this Agreement the property in Goods shall not pass to Customer until dormakaba has received in cash or cleared funds payment in full of all Charges due in respect of the Goods.

8.3 Until such time as the property in Goods passes to Customer, Customer shall hold the Goods as dormakaba's fiduciary agent and bailee and shall keep the Goods separate from those of Customer and third parties and properly stored, protected, insured and identified as dormakaba's property but Customer shall be entitled to resell or use the Goods in the ordinary course of its business.

8.4 Until such time as the property in Goods passes to Customer, dormakaba may at any time require Customer to deliver up the Goods to dormakaba and if Customer fails to do so forthwith enter on any premises of Customer or any third party where Goods are stored and repossess the Goods.

8.5 Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any Goods which remain the property of dormakaba but if Customer does so all moneys owing by Customer to dormakaba shall (without limiting any other right or remedy of dormakaba) forthwith become due and payable.

9. TERMS OF PAYMENT

9.1 Sums due from Customer to dormakaba shall be paid in full without any deductions (e. g. bank charges) by Customer at the time of delivery of goods or on the due date as per the agreed credit terms with dormakaba which are a standard 30 days from invoice date.

9.2 All payments hereunder shall be made in US Dollars or U.A.E. Dirhams unless otherwise specified or agreed by dormakaba. The Charges and other sums are expressed exclusive of all Government duties and taxes which shall be paid by Customer at the rate and in the manner provided by the law governing this Agreement.

9.3 dormakaba reserves the right to treat payment initially as settlement of any existing old debts.

9.4 Any Charges that are periodic in nature may be subject to review by dormakaba upon written notice.

9.5 In the event that Customer fails to pay any sum by the due date dormakaba reserves the right to charge interest of 2,5% above LIBOR on the outstanding amount.

9.6 Notwithstanding clause 9.5, if Customer fails to pay any sum by the due date, dormakaba may at its option, and without prejudice to any other remedy at any time after payment has become due, terminate or suspend performance of this Agreement.

9.6.1 Right to Cease Supply When Account is on Hold - dormakaba has explicit right to cease or suspend supply of products at any time the customer account is placed on hold and until such time as the account is remedied by customer. The customer must provide written evidence of remedy to justify the restoration of pending or open orders.

9.6.2 Right to Revoke or Amend Credit Terms or Limits - The companies reserve the right to revoke or amend payment terms and/or credit limits of the customer at any time upon giving written notice to the customer.

9.6.3 Customer may at any time after delivery request that unwanted Goods are returned to dormakaba. Any such request is subject to the written acceptance by dormakaba and in the event of acceptance of such a request dormakaba shall be entitled to retain a minimum of 30% of the Charges paid or payable

by the Customer in respect of the returned Goods as liquidated damages for such return. Freight and other costs for such returns will not be borne by dormakaba.

9.6.4 Any authorised return shipment shall be accompanied by a return invoice containing all relevant details.

9.6.5 In any case of returning of goods, credit by dormakaba shall only be made if the goods are in a resalable condition as inspected and agreed by dormakaba.

9.7 dormakaba reserves the right to charge Customer at standard rates for any goods and/ or services supplied by dormakaba which are necessary due to any act or omission of Customer or breach of this Agreement by Customer.

9.8 Customer is by no means entitled to any holding back of payments.

10. EXPORT

10.1 Customer undertakes not to export the whole or any part of Goods from the UAE or a country to which dormakaba consigned the goods without obtaining all necessary prior consents and licences from dormakaba and the appropriate government/authorities.

In particular, the Customer or Customer Affiliate shall not to sell, export, deliver, broker or otherwise transfer such goods/technologies and their derivatives to a destination country if this would violate the provisions of an embargo of the European Union or the United States. This applies in particular to the current version of the EU Russian and Belarus regulations according to which it is prohibited to sell, transfer or export, directly or indirectly, goods that are included in the respective embargo control lists to an entity in the territory of Belarus or the Russian Federation or for use in said territories and to transfer, export or provide technical services related to these goods or intermediate products.

11. WARRANTY

11.1 dormakaba warrants for a period of 12 months commencing on the passing of risk according to Clause 8.1 that:

11.1.1 Goods shall be free of material defects upon delivery; and

11.1.2 Services shall be supplied with reasonable skill and care and by appropriately qualified persons.

11.2 In the event that Customer discovers a material defect in Goods or a breach of clause 11.1.2 in respect of Services and notifies dormakaba of the material defect or breach within seven (7) days of delivery of Goods and/ or performance of Services (as applicable) dormakaba shall at its sole option either repair or replace the Goods or repeat the Services or refund the Charges or an equitable proportion of the Charges (as applicable) provided that (in dormakaba's reasonable opinion) the defect or breach is not due to any act or omission of Customer or any third party.

11.3 Save as expressly specified in this Agreement, all terms, conditions, warranties, representations, or guarantees whether express or implied relating to the performance, quality or fitness for purpose of any part of Goods and/ or Services are hereby excluded to the maximum extent permitted by law.

12. LIABILITY

12.1 Neither party excludes or limits liability to the other party for death or personal injury.

12.2 The liability of dormakaba in respect of breaches of this Agreement or of any other duty to Customer or for negligence in connection with the subject matter of this Agreement:

12.2.1 for all or any such matters arising before the date of this Agreement or during the initial period of 12 months following that date ("Initial Period") shall be limited to the aggregate annual value of Charges due to dormakaba hereunder in the Initial Period;

12.2.2 for all or any such matters arising in any further period of 12 months after the Initial Period shall be limited to the aggregate annual value of Charges due to dormakaba hereunder in that further period provided that the aggregate liability of dormakaba for all matters referred to in clauses 12.2.1 and 12.2.2 whenever arising shall be limited to twice the value of Charges paid to dormakaba hereunder in the Initial Period.

12.3 Subject always to clause 12.1, in no event shall either party be liable to the other for any of the following however and whenever arising:

12.3.1 loss of profits, business, revenue, data, goodwill or anticipated savings; and/ or

12.3.2 indirect or consequential loss or damage.

12.4 The parties expressly agree that should any limitation or provision contained in this Agreement be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

13. IP RIGHTS

13.1 Customer acknowledges that (save as to any Customer trademarks, trade names and logos) any and all IP Rights subsisting in or used in connection with the Documentation, Goods and/ or Services shall be and shall remain the sole property of dormakaba and Customer shall not at any time dispute such ownership.

13.2 In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, Customer acknowledges that the same shall be the property of dormakaba unless otherwise agreed in writing by dormakaba.

13.3 Customer warrants that it is the owner or licensee of all IP Rights which Customer requires

dormakaba to use in fulfilling an Order and shall indemnify dormakaba fully against all liabilities, costs and expenses which dormakaba may incur as a result of preparations made or work undertaken in accordance with such Order involving infringement of any third party IP Rights.

14. CONFIDENTIAL INFORMATION

14.1 dormakaba and Customer shall use all reasonable endeavours to keep confidential (and ensure that their employees and agents keep confidential) all information received by them relating to any part of the business and affairs of the other party provided that these obligations shall not apply to information which is:

14.1.1 or becomes publicly known through no wrongful act of the party concerned; or

14.1.2 required to be disclosed by an order of law or other binding authority; or

14.1.3 disclosed to any adviser of either party bound by a professional duty of confidentiality.

15. FORCE MAJEURE

15.1 dormakaba will not be under any liability to Customer for, damage, late delivery due to delayed supply by production facilities or third parties, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body ("Force Majeure"), provided always that dormakaba will use all reasonable endeavours (but without an obligation to incur cost) to minimise the period of disruption caused by the Force Majeure.

16. TERMINATION OF SUSPENSION

16.1 Either party may forthwith terminate this Agreement by written notice to the other if any of the following events occur:

16.1.1 if either party commits any material breach of the terms or conditions of this Agreement (e.g. payment and/or credit account in default) and fails to remedy such material breach within thirty (30) days after receiving written notice identifying the breach and requiring remedy;

16.1.2 if either party becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bone fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if the other party is unable to pay its debts in accordance with the law relating to this Agreement; and

16.1.3 a Force Majeure continues for a period of more than 3 months.

16.2 Without prejudice to any right of termination either party shall be entitled by immediate notice to suspend performance of some or all of its obligations under this Agreement upon the occurrence of

circumstances specified in clause 16.1, and the Agreement will in any event be deemed suspended in the event of Force Majeure.

16.3 Termination or suspension of this Agreement will be without prejudice to any accrued rights or obligations of either party.

17. GENERAL

17.1 No amendment to this Agreement shall be binding unless made in writing and signed by duly authorised representatives of both parties.

17.2 Customer shall not assign, charge or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of dormakaba.

17.3 No waiver of any breach of the other party's obligations hereunder shall represent a waiver of the waiving party's rights hereunder or of any subsequent breach.

17.4 The parties respectively shall and shall procure that any other necessary party shall execute and/ or do all such documents, acts and things (as applicable) as may reasonably be required on or subsequent to completion of this Agreement for securing each of the obligations of the parties to this Agreement.

17.5 Any notice to effect suspension or termination of the whole or any part of this Agreement:

(i) shall be made in writing and either delivered personally or sent by first class recorded delivery to Customer's address as set out in this Agreement or such other address as Customer may specify by notice in writing to dormakaba;

(ii) in the absence of evidence of earlier receipt, notice shall be deemed to have been duly given:

(a) if delivered personally, when left at the address referred to in this agreement; or

(b) if sent by first class recorded delivery, at the time recorded by the delivery agent.

17.6 For the avoidance of doubt electronic mail shall be deemed to be "writing" for the purpose of this Agreement but this shall not prejudice the express requirements for delivery of notices to address as included in this agreement.

17.7 If any provisions of these terms and conditions becomes illegal, invalid or unenforceable in any respect under applicable laws, that shall not affect or impair the legality, validity or enforceability of any other provision of these terms and conditions. The Customer and dormakaba shall negotiate in good faith to replace such illegal, invalid or unenforceable provision with a valid provision, which, as far as possible, has the same legal and commercial effect as that which it replaces.

17.8 This Agreement shall be binding on and shall continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the parties hereto.

17.9 All provisions of this Agreement shall as far as they are capable of being performed and observed continue in full force and effect notwithstanding any expiry or earlier termination.

17.10 Refer to the link below for industry guidelines on Maintenance of Stainless-Steel Finished Products.

[upload/Main-Navigation/News/Downloads/MAINTENANCE OF STAINLESS STEEL FINISH PRODUCTS.pdf](#)

18. APPLICABLE LAW

18.1 This Agreement shall be governed by and construed in accordance with law of the United Arab Emirates as applicable in the Emirate of Dubai and each party to this Agreement submits to the exclusive jurisdiction of the courts of Dubai.

19. CUSTOMER FACILITIES

19.1 Upon a date to be notified by dormakaba, dormakaba may inspect Customer Facilities in accordance with the terms of this Agreement.

19.2 dormakaba may indicate to Customer in writing whether Customer Facilities are suitable for the purpose of dormakaba supplying Goods and/ or Services and if Customer Facilities are not suitable the necessary steps to be taken by Customer (at Customer's expense) to make Customer Facilities suitable.

19.3 Customer shall use reasonable endeavours to complete any work notified by dormakaba in accordance with times and dates indicated by dormakaba and otherwise in order to reflect any dormakaba requirements.

19.4 dormakaba may perform repeat inspections (and the procedure outlined in this clause 19) until dormakaba is satisfied that Customer Facilities are suitable for the purpose of dormakaba supplying Goods and/ or Services.

20. CUSTOMER OBLIGATIONS

20.1 Customer shall (in each case insofar as is reasonably necessary to enable dormakaba to effectively carry out Maintenance Services and/ or Project Services):

20.1.1 make available to dormakaba free of charge such Customer Facilities as are requested by dormakaba;

20.1.2 ensure that its employees or other independent contractors co-operate reasonably with dormakaba and its employees, agents or independent contractors;

20.1.3 promptly furnish dormakaba with such information and documents as are requested by dormakaba;

20.1.4 take all reasonable steps to ensure the health and safety of dormakaba employees, agents, or independent contractors subject to such employees, agents or independent contractors complying with any Customer health and safety policy notified in writing by Customer; and

20.1.5 ensure that any IP Rights which dormakaba is required to use or modify in order to supply Maintenance Services are either proprietary to Customer or properly licensed to Customer and that dormakaba is properly authorised to use or modify the IP Rights. Customer shall indemnify and hold harmless dormakaba in respect of any costs, expenses, damages, third party actions or claims arising out of any actual or alleged infringement of third party IP Rights by dormakaba or Customer.

20.2 Customer shall be solely responsible for the security of all Customer Facilities.

21. CHANGE CONTROL

21.1 If either party identifies a requirement for a change (including without limitation a change to Goods and/ or Services and/ or Charges) it shall indicate its requirements to the other party.

21.2 If a Change Request is indicated by dormakaba, then dormakaba shall state the effect such a change shall have upon the Goods and/ or Services and/ or Charges.

21.3 If a Change Request is indicated by Customer, the indication will constitute a request to dormakaba to confirm the effect such a change shall have upon the Goods and/ or Services and/ or Charges. dormakaba shall use reasonable endeavours to confirm the necessary details within 30 days from indication of the Change Request.

21.4 The parties will then decide whether or not to implement the change. If the change is implemented, the amended goods and/ or services and/ or charges shall then become the Goods and/ or Services and/ or Charges and be deemed incorporated into this Agreement.

In addition to clauses 1 - 21 inclusive of these Supply Terms the following clauses 22 - 24 inclusive of these Supply Terms apply to the supply of Maintenance Services.

22. CUSTOMER'S OBLIGATIONS

22.1 Customer shall (in each case insofar as is reasonably necessary to enable dormakaba to effectively carry out Maintenance Services):

22.1.1 ensure that adequate electrical power is supplied to all Equipment;

22.1.2 store, operate and maintain Equipment in accordance with Documentation and/ or any instructions confirmed in writing by dormakaba;

22.1.3 keep the external surfaces of Equipment clean and in good condition;

22.1.4 ensure that only competent and trained persons operate Equipment;

22.1.5 not make any addition, modification or adjustment to Equipment without the prior written consent of dormakaba;

22.1.6 use only accessories and consumables approved by the manufacturer of Equipment or by dormakaba in writing (dormakaba's approval not to be unreasonably withheld); and

22.1.7 ensure that only dormakaba's personnel are permitted to maintain, service or carry out adjustments to Equipment.

22.2 Customer warrants that Equipment is in good condition and fully operational at the date of this Agreement.

23. REPLACED EQUIPMENT

23.1 All replaced Equipment installed by dormakaba during the supply of Maintenance Services ("Replaced Equipment") shall be chargeable unless otherwise confirmed by dormakaba. Replaced Equipment provided other than in the course of the supply of Maintenance Services shall be paid for by Customer.

23.2 Equipment removed shall become the property of dormakaba and the Replaced Equipment shall become the property of Customer upon installation and subject to payment by the Customer of any due Charges.

23.3 dormakaba shall not supply as part of the Maintenance Services any item considered to be a consumable (in dormakaba's discretion).

24. EXCLUSIONS

24.1 Maintenance Services does not include any maintenance made necessary by:

24.1.1 fault or defect occurring in any equipment other than the Equipment;

24.1.2 use of Equipment outside Proper Use;

24.1.3 accident, fault, act or omission of Customer and/ or any third party;

24.1.4 use of Equipment in excess of any maximum usage specified by the manufacturer;

24.1.5 failure of electrical power, air conditioning, humidity or other environmental controls;

24.1.6 electrical work external to any Equipment;

24.1.7 damage by vandalism, fire, water or adverse weather conditions;

24.1.8 movement or relocation of Equipment not performed by or on behalf of dormakaba;

24.1.9 breach of the Customer obligations in this Agreement;

24.1.10 removal of the whole or any part of Equipment;

24.1.11 goods, accessories, attachments, machines, systems or other devices not referred to in Documentation or approved in writing by dormakaba;

24.1.12 maintenance rendered more difficult because of any changes, alterations, additions, modifications, or variations to Customer Facilities; or

24.1.13 diagnosis and/ or rectification of problems not associated with Equipment.

24.2 dormakaba reserves the right to withdraw Maintenance Services in respect of Equipment (or any part of Equipment) if that Equipment is moved, repaired or modified other than by dormakaba or with dormakaba's prior written consent. Maintenance Services on such Equipment shall resume as soon as Maintenance Services acceptability tests have been conducted at the expense of Customer and satisfied in dormakaba's discretion.

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P.O. Box 17268
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