

# General Terms and Conditions of Sale and Delivery

## 1 General

1.1 These General Terms and Conditions of Sale and Delivery shall apply to all commercial relationships between the Customer and dormakaba Kapi ve Güvenlik Sistemleri San. ve Tic. A.Ş. ("dormakaba"). Any terms and conditions of the Customer that deviate from these shall only be valid if confirmed in writing by dormakaba.

1.2 The contract becomes legally binding upon receipt of the Customer's written order confirmation. Offers without a specified acceptance deadline are non-binding.

## 2 Scope of Delivery and Services

Deliveries and services of dormakaba shall be fully specified in the order confirmation, including any annexes, if applicable.

## 3 Plans and Technical Documents

3.1 Unless otherwise agreed, brochures and catalogs are not binding. Specifications in technical documents are only binding to the extent that they are expressly guaranteed in writing.

3.2 Each contracting party reserves all rights to plans and technical documents provided to the other party. The receiving party acknowledges these rights and shall not make such documents available in whole or in part to third parties or use them for purposes other than those for which they were provided, without the prior written consent of the other party.

## 4 Prices

4.1 All prices are stated net, without any deductions, excluding value added tax (VAT), ex works, including packaging. VAT shall be shown separately on each invoice.

## **5 Payment Terms**

Payment shall be made in accordance with the terms stated in the offer and invoice.

## **6 Retention of Title**

6.1 dormakaba retains ownership of all deliveries until full payment under the contract has been received.

## **7 Delivery Time**

7.1 Unless otherwise specified, the delivery period begins upon conclusion of the contract, fulfillment of all official requirements, receipt of payments and securities due at the time of order, and clarification of fundamental technical issues. Compliance with the delivery period is deemed met if notice of readiness for shipment is sent to the Customer before the expiry of the delivery period.

7.2 The delivery period shall be extended appropriately in the following cases:

- If specifications required for execution of the contract are not received by dormakaba in due time or are subsequently modified by the Customer, resulting in delays in delivery or services.
- If obstacles arise that dormakaba cannot prevent despite exercising due diligence, regardless of whether such obstacles occur at dormakaba, the Customer, or a third party. Such obstacles include epidemics, mobilizations, war, riots, major operational disruptions, accidents, labor disputes, late or defective delivery of raw materials, semi-finished or finished products, rejection of important workpieces, official measures or omissions, natural disasters, or other force majeure events.
- If the Customer or third parties delay their work or fail to fulfill their contractual obligations in due time, particularly if the Customer violates payment terms.

## **8 Transfer of Benefits and Risks**

8.1 Benefits and risks shall pass to the Customer at the latest when the delivery leaves the factory, even if carriage paid delivery is agreed. If installation is carried out by dormakaba, benefits and risks shall pass upon completion of installation.

8.2 If shipment is delayed at the request of the Customer or due to reasons for which dormakaba is not responsible, risks shall pass to the Customer at the originally scheduled delivery date. From this point onward, the goods shall be stored and insured at the Customer's risk.

## **9 Software and Technical Knowledge (Know-how)**

All ownership rights to software (including embedded software/firmware) and technical knowledge (know-how) remain with dormakaba.

dormakaba grants the Customer a non-transferable, perpetual, single-use license within the scope agreed in the contract.

The Customer may make copies of the software for backup and archiving purposes. Transfer of the license to other Group Companies is permitted as part of restructuring without prior approval from dormakaba.

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

## **10 Inspection and Acceptance**

10.1 dormakaba shall inspect deliveries and services to a customary extent prior to shipment. Additional inspections requested by the Customer are subject to special agreement and shall be borne by the Customer.

10.2 The Customer shall inspect deliveries and services within a reasonable period and notify dormakaba immediately in writing of any defects identified; otherwise, deliveries and services shall be deemed accepted. Transport damages shall also be reported to the carrier.

10.3 dormakaba shall remedy defects notified in accordance with Article 11.2 within a reasonable time, and the Customer shall grant dormakaba this opportunity.

10.4 Performance of acceptance tests and determination of related requirements require a special agreement.

10.5 In the event of any defects in deliveries or services, the Customer shall have no rights or claims other than those expressly stated in Articles 11 and 12.

## **11 Warranty, Notification of Defects and Liability for Defects**

11.1 The warranty period for mechanical products is 24 months from delivery of system components. The warranty period for software is 12 months.

For replaced or repaired parts, the warranty period restarts from the date of installation and is 12 months for spare parts. For replaced software, the warranty period is six months.

Warranty rights shall expire prematurely if the Customer or third parties carry out improper modifications or repairs, or if the Customer fails to take necessary measures to mitigate damage and does not allow dormakaba the opportunity to remedy the defect.

The same periods apply where mechanical products are integrated into a fixed installation in accordance with their intended use.

11.2 If mechanical products are intended for personal or household use, the warranty period for used mechanical products shall be one year, even when integrated into a fixed installation in accordance with their intended use.

11.3 Upon the Customer's written request, dormakaba shall, at its discretion, repair or replace as quickly as possible all parts that become demonstrably defective or unusable before expiry of the warranty period due to poor materials, faulty design, or defective workmanship. Replaced parts shall become the property of dormakaba.

11.4 Only those characteristics explicitly specified as such in the specifications are covered by the warranty. The validity period of the warranty shall not exceed the warranty period. If an acceptance test is agreed, the warranty shall be deemed fulfilled once the relevant characteristics are demonstrated during testing.

If the warranted characteristics are not fully or partially met, the Customer shall first be entitled to request corrective action from dormakaba. For this purpose, the Customer shall grant dormakaba the necessary time and opportunity.

If corrective action fails in whole or in part, the Customer shall be entitled to

request a reasonable price reduction. If the defect is so serious that it cannot be remedied within a reasonable period and deliveries are wholly or partially unsuitable for the intended purpose, the Customer may refuse acceptance of the defective part or, if partial acceptance is economically unreasonable, withdraw from the contract; in such case, dormakaba's liability is limited to reimbursement of payments made for the withdrawn parts.

11.5 Losses and damages not demonstrably caused by poor materials, faulty design, or defective workmanship are excluded from warranty and liability; for example, natural wear and tear, inadequate maintenance, failure to follow operating instructions, excessive load, unsuitable operating materials, chemical or electronic influences, construction or installation work not performed by dormakaba, or other causes not attributable to dormakaba. Force majeure events are likewise excluded.

11.6 Deliveries and services of subcontractors designated by the Customer are warranted by dormakaba only within the scope of the subcontractors' own warranty obligations.

11.7 Defects in materials, design, or workmanship or absence of warranted characteristics shall not entitle the Customer to any rights or claims other than those expressly stated in this article.

11.8 dormakaba's liability for claims asserted by the Customer due to improper advice or similar reasons or breach of obligations shall be limited to cases of intentional misconduct or gross negligence.

## **12 Disclaimer of Additional Liabilities of dormakaba Kapı ve Güvenlik Sistemleri San. ve Tic. A.Ş.**

To the extent permitted by law, the Parties exclude all liability for indirect or consequential damages, loss of use, loss of profit, or loss of reputation.

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

This limitation of liability does not apply in cases of intentional misconduct, gross negligence, or damages resulting from death or personal injury.

### **13 Jurisdiction and Applicable Law**

The legal relationship shall be governed by Turkish law. Exclusive jurisdiction lies with the courts of Istanbul; however, dormakaba may also bring actions before the courts at the Customer's registered office.

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*Subject to change.*

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**dormakaba Kapı ve Güvenlik Sistemleri San. ve Tic. A.Ş.**

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