

General Terms and Conditions of Purchase of the dormakaba group companies having their registered office in the UK and Ireland

1. Interpretation

- 1.1 In this Agreement, the following definitions shall apply:
- (a) **"Affiliate"** in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time;
 - (b) **"Agreement"** means these Terms and Conditions (including its schedules) and the Order;
 - (c) **"Authorities"** means any government or government department, any governmental, semi-governmental or judicial authority or person, any statutory or regulatory body or authority or body exercising any administrative or legislative function or that has legal power to require another person to act or not to act in a particular way;
 - (d) **"Business Hours"** means the period from 9.00 am to 5.00 pm on a Working Day;
 - (e) **"Code of Conduct"** means dormakaba's supplier code of conduct, available upon request or found here: <https://www.dormakabagroup.com/en/suppliers> (as may be updated by dormakaba from time to time);
 - (f) **"Data Protection Legislation"** means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or a part of the United Kingdom which relates to the protection of Personal Data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which dormakaba or the Supplier is subject, which relates to the protection of Personal Data;
 - (g) **"Developed Intellectual Property"** means any and all Intellectual Property which is created by dormakaba or the Supplier, whether jointly or independently, in the course of the Supplier providing Goods or Services;
 - (h) **"dormakaba"** means the dormakaba entity (or other member of its Group) that purchases Goods and/or Services (as the case may be) from the Supplier pursuant to an Order;
 - (i) **"dormakaba Materials"** means any parts, tools or materials that dormakaba provides to the Supplier under or in connection with the supply of the Goods or the provision of the Services (as applicable);
 - (j) **"EU GDPR"** means the General Data Protection Regulation ((EU) 2016/679);
 - (k) **"Force Majeure Event"** means any event beyond the control of the respective party that prevents it from fulfilling its obligations in whole or in part, including natural disasters, fire damage, flooding, war, pandemic restrictions (which includes restrictions, regulations or directives imposed by a Government) but excluding strikes, lockouts and breakdowns of production facilities and other operational disruptions due to cases other than those mentioned above, shortages of raw materials and any supply chain related issues;
 - (l) **"Goods"** means goods, tools or equipment supplied by the Supplier to dormakaba (or dormakaba's customers), as described in the relevant Order;
 - (m) **"Group"** means in relation to a company, that company, any subsidiary or holding company or Affiliate from time to time of that company, and any subsidiary or Affiliate from time to time of a holding company of that company;
 - (n) **"Intellectual Property Rights"** means all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
 - (o) **"Order"** means dormakaba's written instruction (also identified as a purchase order) to purchase Goods and/or Services from the Supplier;
 - (p) **"Personal Data"** means any information relating to an identified or identifiable living individual that is processed by the Supplier on behalf of dormakaba as a result of, or in connection with, the provision of the Goods or Services (an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual).
 - (q) **"Quality Manual"** means dormakaba's supplier quality manual, available upon request or found here: <https://www.dormakabagroup.com/en/suppliers> (as may be updated by dormakaba from time to time);
 - (r) **"Services"** means the services procured by dormakaba from the Supplier, including but not limited to maintenance and/or repair of Goods and advice, design, procurement and installation accompanying the Goods;
 - (s) **"Special Conditions"** means any special terms relating to the supply of Goods or Provision of Services which are set out in a relevant Order;
 - (t) **"Supplier"** means the company or person whom dormakaba purchases the Goods or Services;
 - (u) **"Terms and Conditions"** means these terms and conditions as may be amended by dormakaba from time to time;
 - (v) **"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018);
 - (w) **"VAT"** means Value Added Tax chargeable from time to time; and
 - (x) **"Working Day"** shall mean a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

2. Scope

- 2.1 These Terms and Conditions replace all previous versions and shall apply to all Orders to the exclusion of any other terms that the Supplier seeks to impose or incorporate (whether expressly, by reference or otherwise), or which are implied by law, trade custom, practice of course of dealing.
- 2.2 These Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified herein.
- 2.3 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms and Conditions.

3. Priority

- 3.1 In the event of any inconsistency, these Terms and Conditions will be interpreted in accordance with the following order of priority:
- (a) the Special Conditions (if any);
 - (b) these Terms and Conditions; and
 - (c) any other document(s) incorporated by reference into this Agreement (subject always to dormakaba's prior written agreement of such incorporation).

4. Appointment

- 4.1 The Supplier is appointed to supply the Goods and Services on the terms and conditions set out in the Agreement.
- 4.2 The appointment of the Supplier is non-exclusive, and this Agreement does not restrict dormakaba's right to contract with other suppliers for the supply of goods and/or provision of services similar to the Goods and Services.
- 4.3 In providing the Goods or Services the Supplier shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of dormakaba.

5. Orders

- 5.1 Upon request by dormakaba, the Supplier shall provide dormakaba with an offer (in the form of a quotation or such other form of written offer as may be agreed) for the Goods and/or Services (as applicable). An Order shall only be concluded following dormakaba's written confirmation of its acceptance of the offer, at which point it shall become binding on the Supplier.
- 5.2 Alternatively, dormakaba shall send the Supplier a written Order. If the Supplier does not object to the Order, including any Special Conditions, within five (5) Working Days from receipt, the Order shall be deemed accepted.
- 5.3 If dormakaba refers to target quantities or minimum volumes within the Order, these are non-binding forecasts which do not constitute an obligation for dormakaba to accept delivery for such quantity or volume of Goods. Nothing in this Agreement shall oblige dormakaba to procure any volume or quantity of Goods and/or Services from the Supplier.
- 5.4 The Supplier will notify dormakaba of any obvious errors (such as typographical or arithmetical errors) and omissions in a quotation or the Order, including the Order documents, so that they can be corrected and/or completed before acceptance.
- 5.5 If the Supplier accepts the Order subject to changes in the terms proposed by dormakaba, such changes must be expressly identified as Special Conditions which are clearly brought to dormakaba's attention. Any acceptance changing an Order is considered a new offer. In addition, the Supplier is required to expressly identify any changes made to previous contractual conditions or catalogue details as Special Conditions, or otherwise expressly in writing to dormakaba. A contract will be deemed to exist only after dormakaba has expressly accepted the Special Conditions (or expressly changed conditions).
- 5.6 The Supplier shall notify dormakaba without delay of any changes occurring after the conclusion of an Order (for example, deviation from an agreed specification, scope of service, change in materials and/or dimensions, change in production method or place of production). Such changes shall only be accepted if dormakaba has expressly agreed in writing to such change in advance. If dormakaba does not agree to such changes (acting reasonably) then it shall be entitled to a refund of any sums paid to the Supplier in respect of such Order.
- 5.7 The Supplier cannot sub-contract any of its obligations to supply the Goods and/or Services without dormakaba's prior written consent. Where dormakaba does provide consent, the Supplier shall ensure that the sub-contract shall contain terms no less onerous than these Terms and Conditions and shall at all times remain liable for the acts or omissions of such subcontractors as if they were the acts or omissions of the Supplier itself.
- 5.8 dormakaba shall only be liable to pay for any Goods and/or Services supplied or provided by the Supplier which are detailed within the relevant Order.
- 5.9 Each Order will, upon receipt by the Supplier, constitute a separate binding contract between dormakaba and the Supplier for the supply of the Goods and/or Services specified in the relevant Order, and shall be subject to these Terms and Conditions and the special conditions set out in the relevant Order (if any).

6. Variation to Orders

- 6.1 Subject to clause 6.2, dormakaba may by written notice, request a variation of any Order including a change relating to the Goods or Services being provided (including but not limited to a request for goods and services similar to the Goods and Services set out in the relevant Order).
- 6.2 If the Supplier agrees to dormakaba's change request in writing, the Order will be deemed to be varied accordingly.
- 6.3 Where dormakaba varies the supply of Goods or Services under clause 6.1, the amount payable by dormakaba to the Supplier will be determined by applying any specific prices, rates or charges set out in the Order which apply to the Goods and Services supplied.
- 6.4 Where a variation to the supply of Goods or Services is made under this clause 6, the Order applicable to the Goods and Services must be changed to reflect the variation and must be signed by each Party.

7. Compliance with legal requirements and the Code of Conduct / quality management system / objection notification

- 7.1 The Supplier is required to comply with:
 - (a) the current state of the art in science and technology at the time the Order is concluded, including but not limited to all applicable laws, regulations, guidelines and requirements of Authorities;
 - (b) dormakaba's Supplier Code of Conduct (in particular the internationally recognized human rights and environmental standards formulated therein);
 - (c) dormakaba's Supplier Quality Manual
 - (d) all applicable workplace health and safety and environmental laws; and
 - (e) all directions given by dormakaba at any time in connection with health, safety and the environment.
- 7.2 The Supplier shall procure that any third parties (including its suppliers or any subcontractors), insofar as they are necessary for the delivery of Goods or Services to or for dormakaba, comply with the Code of Conduct and shall use its best endeavours to procure that such third parties shall similarly undertake to procure the compliance of the Code of Conduct with all further suppliers within the entire supply chain.
- 7.3 The Supplier shall carry out regular checks to ensure that the Code of Conduct is complied with by the Supplier and all permitted third parties within its supply chain and shall provide dormakaba with written evidence of such compliance (including how compliance is checked and the result of these checks. These notifications shall be made at the commencement of an Order and annually thereafter (or such other period as dormakaba may require) and shall be addressed to the responsible sustainability contact at dormakaba known to the Supplier. If non-compliance with the Code of Conduct becomes known, the Supplier shall inform dormakaba immediately in writing. In this case, dormakaba reserves the right to suspend the Supplier's performance of the Order or terminate this Agreement with immediate effect and without any liability to the Supplier whatsoever.
- 7.4 The Supplier will implement a quality management system comparable to DIN EN ISO 9001 (or such other standard as dormakaba may require from time to time and as described in the Quality Manual) and an environmental management system comparable with DIN EN ISO 14001 (or such other standard as dormakaba may require from time to time) and maintain them until complete fulfilment of the last contract concluded with dormakaba. The Supplier's products must be manufactured and tested in accordance with the provisions of this quality management.
- 7.5 The Supplier is required to test any Goods to be delivered pursuant to an Order in accordance with best industry practice,

generally applicable in the Supplier's industry at the time of conclusion of the Order and before delivery to dormakaba (and to make the test results available to dormakaba on request without further remuneration). Upon receipt, dormakaba can carry out its own tests relating to the Goods (with such tests not to be deemed to constitute acceptance by dormakaba).

- 7.6 The Supplier's deliveries and services must comply with Directive 2011/65/EC ("RoHS") on the restriction of the use of certain hazardous substances in electrical and electronic equipment and with Regulation 2006/1907/EC ("REACH"). The Supplier further undertakes to deliver only products that do not contain any tin, tantalum, tungsten or gold from the Congo or the bordering countries of the "DRC" region. The Supplier shall provide dormakaba with an annual statement confirming its compliance with this clause 7.6.
- 7.7 If any applicable laws or regulations or the current state of science or technology change between the entering into of the Order and its fulfilment by the Supplier which influences the type and/or scope of the Supplier's contractual performance, the Supplier will inform dormakaba immediately in writing about the relevant change and the associated consequences (including but not limited to any impact on delivery dates and costs). dormakaba will consider such changes within a reasonable period of time and in the event of approval by dormakaba, the parties will thereafter discuss any revised pricing relating to the Order (at all times acting reasonably) with such changes to be agreed in writing. If dormakaba does not accept the change, it shall be entitled to terminate the unfulfilled Order without liability to the Supplier.
- 7.8 The Supplier confirms that neither it nor its personnel, to the best of its knowledge and belief, have been convicted of any offence involving money laundering or sanctions, bribery or corruption, fraud or dishonesty.
- 7.9 The Supplier acknowledges the importance that dormakaba places on establishing and maintaining high standards in relation to workplace health and safety and the protection of the environment.
- 7.10 The Supplier must immediately inform dormakaba of any of the Supplier's activities that may have an impact on the health and safety of any personnel (including dormakaba employees, contractors, agents or other third parties engaged by dormakaba).

8. Modern Slavery

- 8.1 The Supplier represents, warrants, and undertakes that in the course of operating any of its business (including its performance of this Agreement), the Supplier and its operations will:
 - (a) comply with all such laws and policies in relation to the Modern Slavery Act 2015 if applicable to the Supplier
 - (b) have processes to review its risks of modern slavery practices in operations and supply chains of the Supplier; and
 - (c) have processes to ensure the Supplier conducts its business in alignment with the principles and objectives of laws in relation to modern slavery.
- 8.2 On request by dormakaba, the Supplier must promptly and accurately complete periodical questionnaires relating to the sources of its products, materials, and business practices and compliance with such laws, policies, and objectives.
- 8.3 For the purposes of this clause 8, Modern Slavery means conduct which would constitute an offence under the Modern Slavery Act 2015 and this includes trafficking of persons, illegal forms of child labour, slavery, forced labour, deceptive recruiting, debt bondage, or offences involving non-citizens working in the United Kingdom or Ireland (as applicable) without the correct visa.

9. Cancellation of Orders

- 9.1 dormakaba may, at any time by written notice:
 - (a) cancel an Order in its entirety;
 - (b) remove particular Goods or Services from an Order; or
 - (c) increase or reduce the quantities of Goods or Services to be supplied under an Order.
- 9.2 If dormakaba cancels, or varies the Goods or Services specified in an Order, then subject to clauses 9.3 and 9.4 below, the Supplier may request dormakaba to reimburse the Supplier for reasonable and documented costs it has incurred in fulfilling the Order (up to the date that the written notice of cancellation or reduction is issued by dormakaba), and the parties will agree, at all times acting reasonably and in good faith, the amount to be reimbursed to the Supplier by dormakaba.
- 9.3 The maximum reimbursement payable by dormakaba to the Supplier pursuant to clause 9.2 above shall be the lesser of:
 - (a) the value of the relevant Order;
 - (b) where there is no ready market for the Goods or raw material(s) subject to the Order, the cost of the Goods manufactured or raw material(s) procured by the Supplier, provided that those Goods or raw material(s) are delivered to dormakaba; or
 - (c) where there is a ready market for any Goods manufactured or raw materials, any bona fide shortfall in recovering its reasonable costs of the Goods or raw materials.
- 9.4 Upon receipt of any cancellation or variation by dormakaba pursuant to clause 9.1, the Supplier shall take all steps necessary to mitigate the reimbursement amount to be paid by dormakaba of such cancellation or variation.

10. Terms of delivery

- 10.1 Unless otherwise agreed, deliveries will be made DAP (Incoterms 2020) to the agreed place, including packaging and ancillary costs such as fuel surcharges, freight or customs charges. Upon request, the Supplier must fulfil any obligations relating to environmental compliance (or otherwise comply with dormakaba's reasonable requests in respect of the same) including but not limited to the use of containers and the collection of packaging material from dormakaba.
- 10.2 The Supplier's respective delivery of Goods or provision of Services must be accompanied by documentation confirming the Goods delivered, or the Services provided.
- 10.3 If the Supplier delivers Goods from outside the United Kingdom, dormakaba must be provided with documentary proof of origin without special request. In addition, the country of origin must be indicated on the relevant Goods and/or its packaging in accordance with applicable laws.
- 10.4 Each delivery must be accompanied by two copies of the delivery note. The delivery note must include the Order no., article no. and supplier no. If the Supplier does not specify the Order no., article no. or supplier no., dormakaba is not responsible for delays in processing.
- 10.5 Prior to the dispatch of the Goods, the Supplier shall inform dormakaba in writing of the value, weight and the date of dispatch of such Goods. Delivery of Goods by the Supplier must be accompanied by a detailed delivery note confirming (amongst other things) the nature and volume of Goods delivered and the Order to which the Goods relate.
- 10.6 Should the Supplier be required to provide material samples, test protocols, quality control documents or other documentation, the receipt of such documents in the English language will also be required in order for the deliveries of Goods Services to be deemed complete.
- 10.7 The Supplier must deliver the Goods in the quantity and to the address specified by dormakaba in each Order during

- Business Hours and in accordance with any special instructions notified by dormakaba. The Supplier must ensure that the Goods are protected against all damage and deterioration during transportation. dormakaba may alter the sequence in which Goods are to be delivered and the times at which they will be accepted.
- 10.8 The Supplier agrees to ensure that there are sufficient Goods available in its control and possession to meet its obligations under each Order. The Supplier shall promptly notify dormakaba in writing in the event that the Supplier is unable or, in its reasonable opinion, expects to be unable to supply dormakaba with any of the Goods or Services, whether in whole or in part, to meet its obligations under each Order.
- 10.9 If the Supplier is responsible for installation or assembly and the parties have not agreed otherwise, the Supplier will bear all necessary ancillary costs (for example, travel costs) and provide the relevant tools, equipment and materials free of charge.
- 10.10 Partial deliveries of Goods or Services, delivery of Goods exceeding the agreed volume, or early delivery of Goods are permissible only with dormakaba's prior written consent. Where such consent is given, such arrangements must be marked as such in the Order and subsequent delivery documents. If the Supplier materially breaches any of the above provisions of this clause 10.10, dormakaba will be entitled to return the goods at the Supplier's expense and risk or to store the Goods with third parties at the Supplier's expense and risk. If the Supplier delivers more or less than the quantity of Goods ordered, and dormakaba accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 10.11 Delivery of the Goods shall be completed on the completion of unloading the Goods at the address specified in the Order.

11. Title and risk of Goods

- Risk
- 11.1 Risk in the Goods will pass to dormakaba upon arrival of the Goods at the agreed place of delivery once the Goods have been inspected and accepted in accordance with clause 20 (Acceptance). For the avoidance of doubt, if dormakaba pays for Goods before they are inspected and accepted, or if dormakaba has assumed the cost of shipment and delivery under any separate agreement with the Supplier, such payment does not constitute acceptance of the Goods and the risk shall remain with the Supplier.
- 11.2 In the case of Services to be performed by the Supplier to dormakaba or dormakaba's customers, any materials supplied in connection with those services shall be at the Supplier's sole risk and responsibility until completion of the Services.
- Title to Goods
- 11.3 Subject to clause 11.4, title to the Goods shall pass to dormakaba on the earlier of: (i) payment by dormakaba of the Goods; and (ii) the completion of delivery, inspection and acceptance by dormakaba in accordance with clause 20 (Acceptance).
- 11.4 If any dormakaba Materials are used by the Supplier in connection with the production of the Goods, title to such Goods shall pass to dormakaba on the earlier of: (i) payment by dormakaba of the relevant Goods; and (ii) such dormakaba Materials being mixed with any other goods or materials in the production process.
- 11.5 dormakaba may resell or otherwise use the Goods in the ordinary course of its business (and in such circumstances title to those Goods shall pass to dormakaba immediately before that sale or use, as the case may be).
- 11.6 Until title to the Goods passes to dormakaba:
- store the Goods (at no cost to dormakaba) separately from all other goods held by the Supplier so that they remain readily identifiable as dormakaba's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - keep the Goods in its possession in satisfactory condition (and in accordance with instructions from dormakaba from time to time);
 - not part with possession of the Goods;
 - keep the Goods free from any charge, lien or encumbrance of any sort;
 - ensure that appropriate insurance cover at the full replacement value of such Goods is in place (and the Supplier hereby assigns to dormakaba the benefit of any and all compensation claims made under such insurance policy to the extent it is lawfully able to do so); and
 - give dormakaba such information as dormakaba may reasonably require from time to time relating to: (i) the Goods; and (ii) the ongoing financial position of the Supplier.
- 11.7 Prior to being mixed with any other goods or materials in the production process, dormakaba reserves all rights and title in and to the dormakaba Materials at all times (including the right to repossess and resell any of the dormakaba Materials at any time).
- 11.8 dormakaba's consent to the Supplier's possession of the dormakaba Materials (including the right to use such dormakaba Materials in the production process) shall in any event cease if the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or the Supplier's financial position deteriorates so far as to reasonably justify the opinion of dormakaba that the Supplier's ability to give effect to the terms of this Agreement is in jeopardy.
- 11.9 Where dormakaba Materials have been provided, the Supplier will hold such dormakaba Materials in a fiduciary capacity only and shall:
- use the dormakaba Materials exclusively for the production of the Goods ordered by dormakaba;
 - refrain from using them for any other purpose, or disclosing details of them to any third party;
 - ensure that appropriate insurance cover at the full replacement value of such dormakaba Materials is in place (and the Supplier hereby assigns to dormakaba the benefit of any and all compensation claims made under such insurance policy to the extent it is lawfully able to do so);
 - not part with possession of the dormakaba Materials;
 - keep the dormakaba Materials free from any charge, lien or encumbrance of any sort;
 - store the dormakaba Materials (at no cost to dormakaba) separately from all other goods and materials held by the Supplier so that they remain readily identifiable as dormakaba's property;
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the dormakaba Materials;
 - report any incidents relating to the dormakaba Materials to dormakaba immediately; and
 - give dormakaba such information as dormakaba may reasonably require from time to time relating to: (i) the dormakaba Materials; and (ii) the ongoing financial position of the Supplier.
- 11.10 The Supplier grants to dormakaba, its agents and employees an irrevocable right and licence to enter the Supplier's premises with vehicles during normal business hours for the purpose of inspecting and/or repossessing any Goods or dormakaba Materials to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination of this Agreement for any reason and is without prejudice to any accrued rights of the Supplier under this Agreement or otherwise.

12. Provision of Spare Parts

- 12.1 The Supplier will ensure that it holds sufficient stock of spare parts for a period which corresponds to the usual period of technical usability of the relevant Good(s), and wherever possible for a period of at least ten (10) years after the last delivery of the respective Good(s) to dormakaba providing no other availability of spare parts has been expressly agreed with dormakaba as a Special Condition (or otherwise agreed in writing). During this period, the Supplier undertakes to deliver such spare parts to dormakaba at such prices and under such terms as the parties may from time to time agree.
- 12.2 If the Supplier intends to discontinue delivery of spare parts for the contractual delivery item after expiry of the period specified in clause 12.1 above, dormakaba must be given the opportunity to place a final Order with a notice period of at least ninety (90) calendar days, which must be at least equal to the last average annual requirements of the last three years. The same applies if delivery is discontinued before the period has expired, in which case dormakaba further reserves the right to claim compensation based on breach of duties under paragraph 12.1.

13. Standard of Goods

- 13.1 The Supplier warrants and undertakes that the Goods shall:
- (a) meet the description and specifications of the Goods set out in these Terms and Conditions and each Order. If the Supplier has given dormakaba a sample of the Goods, they must correspond with the sample;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), using suitable materials and free from defects in design, materials and workmanship and remain so for thirty-six (36) months after delivery. They must be fit for any purpose held out by the Supplier or for which Goods of the same kind are commonly supplied, or for any purpose which dormakaba makes known to the Supplier, expressly or by implication, and in this respect dormakaba relies on the Supplier's skill and judgement;
 - (c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage handling and delivery of the Goods,
 - (d) comply with the quality standards set out in each Order or otherwise prescribed by dormakaba from time to time;
 - (e) not contain asbestos in any form;
 - (f) be accompanied by any necessary instructions and technical documents, including operating and service manuals, or safety data sheets;
 - (g) be supplied to dormakaba's satisfaction, having regard to dormakaba's requirements;
 - (h) be supplied consistent with dormakaba's best interests, without harming or diminishing the name or reputation of dormakaba or any of its products or services in any way; and
 - (i) be supplied in accordance with all reasonable instructions, directions, descriptions and specifications given by dormakaba, cooperating with dormakaba at all times.
- 13.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods.
- 13.3 dormakaba may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.
- 13.4 If following such inspection or testing dormakaba considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings and warranty at clause 13.1, dormakaba shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 13.5 dormakaba may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 13.6 Clause 13.1 shall survive termination (for any reason) or expiry of this Agreement.

14. Standard of Services

- 14.1 The Supplier warrants and undertakes that in relation to the Services:
- (a) it has, and each of its personnel have, the level of skill, knowledge, resources and ability which may be expected of a Supplier experienced in providing services of the nature contemplated by this Agreement (including the Services) and to companies of a similar size to dormakaba;
 - (b) it will provide or procure that the Services to be provided are done so:
 - (i) promptly, carefully, in a professional manner, to the highest possible standards and acceptable to dormakaba;
 - (ii) exercising the best care, skill judgment and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (iii) in an efficient and cost effective manner;
 - (iv) in accordance with best industry practice and all relevant industry standards;
 - (v) without causing disruption to dormakaba operations;
 - (vi) to dormakaba's satisfaction, having regard to dormakaba's requirements;
 - (vii) consistent with dormakaba's best interests, without harming or diminishing the name or reputation of dormakaba or any of its products or services in any way; and
 - (viii) in accordance with all reasonable instructions, directions, descriptions and specifications given by dormakaba, cooperating with dormakaba at all times;
 - (ix) in conformance with all descriptions, standards and specifications, and that the deliverables in performing the Service shall be fit for any purpose that the dormakaba expressly or impliedly makes known to Supplier.
 - (c) it will provide the Services to dormakaba in accordance with dormakaba's standards and service levels reasonably directed by dormakaba from time to time;
 - (d) all Services will be fit for the purpose, or purposes, required by dormakaba and for which they are ordered and created;
 - (e) all Services will be free from any errors;
 - (f) all Services will comply with:
 - (i) all legal requirements, including any consumer protection requirements;
 - (ii) dormakaba privacy policies (as communicated or made available to the Supplier, from time to time);
 - (iii) all applicable rules, recommendations, guidelines, codes of conduct and other industry standards;
 - (iv) all other policies and guidelines or similar requirements of dormakaba including but not limited to any social media policy, communications policy and brand guidelines (as communicated or made available to the Supplier, from time to time);
 - (g) it will not produce, publish or participate in the publication of any materials which dormakaba may reasonably

consider to be indecent, libellous, defamatory, discriminatory, unlawful or otherwise prejudicial to dormakaba interests;

- (h) it will, and will ensure that each of its personnel do, at all times:
 - (i) carry out and complete the Services in accordance with the Agreement and the relevant Order which relates to those Services;
 - (ii) hold visas, permits and other applicable authorisation to provide the Services required under any applicable law;
 - (iii) will be replaced with other personnel of suitable ability, experience and qualifications if requested by dormakaba at any time on reasonable grounds;
- (i) no Intellectual Property Rights of any person (including any of the Supplier's personnel or a third party) will be infringed as a result of the Supplier's (and any of the Supplier's personnel) performance of the Services and/or the provision of any of the materials or use of any of the materials by dormakaba;
- (j) it will co-operate with dormakaba in all matters relating to the Services and comply with all instructions of dormakaba;
- (k) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (l) use the best quality goods, materials, standards and techniques, and ensure that any deliverables in providing the Services, and all goods and materials supplied and used in the Services or transferred to dormakaba will be free from defects in workmanship, installation and design;
- (m) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (n) observe all health and safety rules and regulations and any other security requirements that apply at any of dormakaba's premises;
- (o) hold all materials, equipment and tools, drawings, specifications and data supplied by dormakaba to the Supplier (dormakaba Materials) in safe custody at its own risk, maintain the dormakaba Materials in good condition until returned to the dormakaba, and not dispose of or use the dormakaba Materials other than in accordance with the dormakaba's written instructions or authorisation; and
- (p) not do or omit to do anything which may cause dormakaba to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that dormakaba may rely or act on the Services;

14.2 The Supplier shall meet any performance dates for the Services that dormakaba notifies to the Supplier and time is of the essence in relation to any of those performance dates.

14.3 Clause 14.1 survives the termination (for any reason) or expiry of this Agreement.

15. Payment

15.1 In consideration for the supply of Goods and performance of Services (as applicable), dormakaba will pay the Supplier the charges agreed in the respective Orders in accordance with clause 27 (Terms of payment).

15.2 If the Order provides for payment on a time and materials basis the following applies:

- (a) dormakaba will pay the Supplier the agreed remuneration for the hour(s) actually worked during each Working Day worked (net working time of at least eight hours. Travel time, breaks, etc. are not considered to be working hours). The smallest chargeable unit is agreed to be one hour (= 1/8 person day). The payment obligation exists only against corresponding proof of performance, stating the activities carried out, which must be approved by the responsible contact person at dormakaba; and
- (b) irrespective of the Supplier's actual effort, dormakaba will be required at most to pay the maximum price stipulated in the Order. If such a maximum amount is not expressly stipulated, the amount stated in the expenditure and cost estimate of the respective Order may be exceeded by no more than 10%. Expenditure incurred in excess of this will not be subject to remuneration.

15.3 No other costs or expenses of any nature will be reimbursed to the Supplier, unless otherwise expressly agreed by dormakaba in writing. Furthermore, in the absence of any express agreement to the contrary, the Supplier will not be entitled to any additional remuneration for any work performed beyond that described in the relevant Order or otherwise outside of Business Hours

16. Notice of Matters which affect Goods

16.1 If the Supplier becomes aware of any matter which may affect the Goods or dormakaba's use of the Goods, it must immediately notify dormakaba of the matter giving full details of all relevant information. This includes:

- (a) anything which may affect the composition of any Goods, the characteristics of the Goods or dormakaba's ability to use the Goods;
- (b) compliance with relevant health and safety legislation, regulations, standards and industry codes of practice, weights and measures, product packaging, transport handling and storage legislation, regulations, standards and/or industry codes of practice; and
- (c) anything which has led or may lead to a recall of the Goods supplied due to health, hygiene, safety or any other reasons.

16.2 Without prejudice to any other rights or remedies dormakaba may have under this Agreement, if any of the circumstances described in clause 16.1 above occur, the Supplier shall arrange for the collection of the affected Goods (at the Supplier's sole cost and expense) and will provide dormakaba with replacement goods of at least an equivalent quality and standard at no cost to dormakaba.

17. Period of performance

17.1 Upon agreement of an Order pursuant to these Terms and Conditions, the dates for delivery of Goods and/or Services (as applicable) are binding upon the Supplier, and time shall be of the essence in relation to the Supplier's performance.

17.2 The Supplier is required to notify dormakaba without delay in writing if any circumstances occur or become known to the Supplier which means or may result in any agreed deadlines being met. This will have no effect on the obligation to meet the original agreed deadline. The Supplier shall be liable to dormakaba for all damages and expenses incurred by dormakaba as a result of the Supplier's failure to supply the Goods or perform the Services on the date(s) agreed.

17.3 Without prejudice to any other rights or remedies it may have under this Agreement, if the Supplier notifies dormakaba of a delay in supplying the Goods or performing the Services that is not due to a Force Majeure Event, dormakaba may:

- (a) terminate the relevant Order for the Goods or Services;
- (b) engage a third party to supply replacement goods or services; and
- (c) recover from the Supplier any damages that dormakaba suffers by reason of the failure of the Supplier to

supply the Goods or Services on time.

18. Default by Supplier

- 18.1 If the Supplier defaults in the performance of its obligations under the Agreement, including its obligations under any Order, dormakaba may give notice to it to remedy the default specifying details of the default.
- 18.2 The Supplier is required to notify dormakaba without delay in writing if any circumstances occur or become evident which would suggest that the contractually agreed deadlines for delivery of Goods or provision of Service cannot be met. If dormakaba accepts a delayed delivery or service provided by the Supplier without reservation, this does not constitute a waiver of any other claims which dormakaba may assert due to the delayed delivery or service.
- 18.3 If the Supplier is unable to supply the Goods or provide the Services or has otherwise delivered Goods or Services that do not comply with the relevant Order or these Terms and Conditions (including any Special Conditions), or if the Supplier fails to remedy a default notified to it by dormakaba within five (5) Working Days, the provisions of clause 22 shall apply.
- 18.4 If the Supplier fails to remedy the default, dormakaba may, in particular, claim damages and/or suspend or terminate the Order or this Agreement (in whole or in part). The Supplier will be liable for damages for any losses, costs, or expenses reasonably incurred by dormakaba as a direct result of the Supplier default, including, but not limited to, additional expenses incurred in procuring substitute Goods or Services.
- 18.5 Suspension of payment will not affect the continuing obligations of the Supplier under the Agreement, including its obligations under any Order, and will be without prejudice to any other rights that dormakaba may have against the Supplier as a result of the default.

19. Indemnity and Liability

- 19.1 Subject to clause 19.6 and to the maximum extent permitted by law, dormakaba shall not be liable to the Supplier whether in contract, indemnity, tort (including negligence), breach of statutory duty (to the extent that liability can be excluded) or otherwise for any liability arising from or connected with the procurement of the Goods or Services.
- 19.2 dormakaba shall not be liable to the Supplier for any:
 - (a) loss of opportunity or goodwill;
 - (b) loss of revenue or profit;
 - (c) loss of anticipated savings or business;
 - (d) loss of use or corruption of software, data or information
 - (e) loss arising from business interruption; and
 - (f) any costs or expenses suffered or incurred by the Supplier in connection with the foregoing,
 in each case above, whether such loss is direct or indirect.
- 19.3 In no event shall dormakaba be liable to the Supplier for any indirect or consequential loss or damage arising under the Agreement.
- 19.4 Subject to clause 19.6, dormakaba's total maximum liability to the Supplier under the Agreement in relation to each Order shall not exceed 100% of the charges paid to the Supplier under the relevant Order.
- 19.5 The Supplier shall indemnify dormakaba in full against all direct and indirect losses (including loss of profit, loss of business, depletion of goodwill, loss of opportunity, loss of data, loss of use, loss of contracts, loss of expected savings and interruption to dormakaba's business), damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by dormakaba a result of or in connection with:
 - (a) any negligence or wilful act or omission of the Supplier or the Supplier's officers, employees, agents or subcontractors;
 - (b) any defective workmanship, quality or materials;
 - (c) breach of any warranty given by the Supplier in relation to the Goods and/or the Services;
 - (d) any claim made against dormakaba for infringement or alleged infringement of any third party's intellectual property rights arising out of, or in connection with or otherwise caused by the use, manufacture or supply of the Goods or receipt, use or supply of the Services;
 - (e) any claim made against dormakaba in respect of any liability, loss, damage, injury, cost or expense sustained by dormakaba or dormakaba's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or the provision of the Services as a consequence of the Supplier's direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Agreement; and
 - (f) any claim made against dormakaba by a third party (including but not limited to damage to property) arising out of, or in connection with, defects in the Goods, as delivered, or the provision of the Services.
- 19.6 Nothing in the Agreement limits any liability which cannot be legally limited, including liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quite possession).
- 19.7 This clause 19 shall survive termination of the Agreement.

20. Acceptance

- 20.1 Goods delivered by the Supplier shall be accepted upon written confirmation by dormakaba following inspection, or (subject to the remaining provisions of this clause 20) shall otherwise be deemed to have been accepted in the absence of a written rejection by dormakaba within twenty (20) Working Days following delivery by the Supplier in accordance with the relevant Order.
- 20.2 dormakaba may inspect the Goods upon receipt from the Supplier for any discrepancies in quantity, incorrect deliveries, and externally-visible damage in accordance with the relevant delivery documents in respect of the relevant Order (save that defects which cannot be detected upon an ordinary visual inspection shall be considered to be latent defects which are incapable of deemed acceptance in accordance with clause 20.1 and dormakaba's rights and remedies in respect of the same shall not be impacted).
- 20.3 For larger quantities, the inspection of the Goods by dormakaba is limited to representative random reviews. Defects which are not detected in an inspection of this nature that are discovered at a later date will be deemed latent defects.
- 20.4 The notification of defects will be deemed filed in a timely manner if it is sent to the Supplier within ten (10) Working Days of receipt of the Goods or, in the case of hidden defects, within 10 Working Days of their discovery.

21. Rejection

- 21.1 dormakaba may reject the Goods, before or after their acceptance, if they are defective or are not in accordance with dormakaba's specifications (including the requirements set out in clause 13.1 of this Agreement).

- 21.2 dormakaba will promptly inform the Supplier of any rejection of the Goods. The Goods that are rejected will be held by dormakaba at the Supplier's risk. The Supplier is liable for any loss or damage suffered or incurred by dormakaba in relation to the Goods that are rejected.
- 21.3 If the Supplier delivers Goods in excess of the amount specified in this Agreement, dormakaba will hold the excess Goods at the Supplier's risk and cost. dormakaba accepts no responsibility for any Goods delivered to a place or at a time not specified in this Agreement. Any delivery back to the Supplier is at the Supplier's cost.
- 21.4 If dormakaba rejects the Goods under this clause:
- (a) the Supplier will repay to dormakaba all monies which the Supplier has received from dormakaba in relation to the rejected Goods; and
 - (b) dormakaba will have the right to recover from the Supplier any damages exceeding the amount repaid which dormakaba suffers by reason of the failure of the Supplier to supply the Goods in accordance with this Agreement.

22. Warranty claims and remedies for defects

- 22.1 The Supplier warrants that its Goods will be delivered to its destination and the Services will be provided without defect.
- 22.2 In the event of a defect arising, dormakaba will be entitled to bring a warranty claim pursuant to clause 22.6 below.
- 22.3 If the Supplier is unable to supply the Goods or provide the Services, or has otherwise delivered Goods or Services that do not comply with the relevant Order or these Terms and Conditions, or if the Supplier fails to remedy a default notified to it by dormakaba within 5 Business Days, without limiting or affecting other rights or remedies available to it, dormakaba shall have one or more of the following rights and remedies (whether or not it has accepted the Goods or Services):
- (a) to reject the Goods and/or Services in whole or in part (whether or not title to the Goods has passed to dormakaba and to return them to the Supplier at the Supplier's own risk and expense);
 - (b) to require the Supplier to repair or replace the rejected Goods or reperform the Services, or to provide a full refund of the price of the rejected Goods and/or Services (if paid by dormakaba);
 - (c) to refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
 - (d) to suspend payment under this Agreement for the particular Goods and Services to which the default relates until the default has been remedied;
 - (e) to recover from the Supplier any expenditure incurred by dormakaba in obtaining substitute goods or services from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by dormakaba arising from the Supplier's failure to supply the Goods or Services in accordance with the Agreement.
- 22.4 The Supplier will bear all costs of remedying defects, in particular transport, travel, disposal, labour and material costs as well as deinstallation and reinstallation costs.
- 22.5 The Supplier indemnifies dormakaba from all legitimate claims which third parties assert against dormakaba based on a warranty defect in the Goods or Services.
- 22.6 In the event of removal, dormakaba is entitled to continue using the goods supplied by the Supplier free of charge until a suitable replacement is provided. In the event of removal, the Supplier bears the costs of installation and deinstallation, removal, return transport and is responsible for disposal.
- 22.7 Warranty claims against the Supplier lapse upon the later of:
- (a) thirty-six (36) months after the passage of risk in the case of purchase agreements;
 - (b) thirty-six (36) months after acceptance in the case of contracts for work and services; or
 - (c) any applicable statutory period for warranty claims relating to the Goods or Services.
- 22.8 If, with dormakaba's consent, the Supplier objects to the examination of the existence or elimination of a defect, the limitation period will be suspended until the Supplier has communicated the result of examination to dormakaba in writing or declared to dormakaba that the defect has been eliminated or refuses to continue the attempt to remedy the defect in writing or in text form to dormakaba.
- 22.9 If a maintenance obligation or warranty (including a warranty from the original manufacturer) applies in relation to any Goods or items incorporated in or supplied with the Goods, the Supplier must ensure that the obligation is performed and that the benefit of the warranty is passed on to dormakaba.
- 22.10 The Supplier shall, at dormakaba's request, procure the assignment of the benefit of any manufacturer's warranty, guarantee or indemnity given to the Supplier and until such assignment is made will account to dormakaba for any such benefit obtained.
- 22.11 The Supplier indemnifies dormakaba from all costs, losses or other expenses arising from any third party claims assert against dormakaba in relation to any defect in the Goods or Services.
- 22.12 dormakaba is entitled to continue using the Goods supplied by the Supplier free of charge until a suitable replacement is provided.

23. Product liability & Recall

- 23.1 The Supplier will ensure that it is able to identify all third parties used in its supply chain or otherwise used or engaged in respect of the Goods and/or Services from time to time (and shall provide such details to dormakaba upon request).
- 23.2 If a customer or a third party asserts a claim for damages against dormakaba on the basis of a product defect, the Supplier is required to indemnify dormakaba from such claims if and to the extent that the damage was caused by a product defect of the product delivered by the Supplier.
- 23.3 All relevant laws and regulations will apply with regard to the liability of the Supplier in respect of product liability and/or recall.
- 23.4 In respect of any recall of Goods, the Supplier must immediately notify dormakaba in writing of the full details of the circumstances which have led to a recall of the Goods and any action the Supplier is taking or proposes to take in response to the recall. The Supplier must keep dormakaba fully informed of the progress of the recall and of any other actions taken by the Supplier in connection with the recall.
- 23.5 If dormakaba wishes to recall products which incorporate or were manufactured using Goods supplied by the Supplier subject to the Goods being defective or suspected to be defective, have failed or are subject to a recall, dormakaba will inform the Supplier in advance of the type and scope of the recall action and give the Supplier the opportunity to cooperate in mitigating the damage, unless this is not reasonable for dormakaba, in particular in case of imminent danger to life, body or health.
- 23.6 In the event of any recall of Goods, the Supplier shall, at its own cost and expense, give dormakaba any assistance relating to the recall that dormakaba reasonably requires.
- 23.7 The Supplier will assume all costs and expenses incurred by dormakaba as a result of the defective delivery of Goods and/or provision of Services, including the costs of any appropriate legal action or recall action.

24. Insurance Requirements

- 24.1 The Supplier shall, during the term of the Agreement and for a period of up to thirty-six (36) months after the last delivery of Goods and/or provision of Service, maintain adequate insurance having regard to the obligations under this Agreement which they are contracted to fulfil, including but not limited to:
- (a) public liability insurance for not less than £10 million per claim; and
 - (b) product liability insurance for not less than £5 million for claims arising from any single event and not less than £10 million in aggregate for all claims arising in a year.
- 24.2 The Supplier must provide dormakaba with evidence of the insurance mentioned above and the payment of premiums for it on first request. If the proof of insurance and premium payment is not provided to dormakaba within seven (7) calendar days upon dormakaba's request, dormakaba will be entitled to suspend or terminate Orders not yet fulfilled in whole or in part (with respect to the part not yet fulfilled).
- 24.3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under this Agreement which they are contracted to fulfil.

25. Waste management/ Packaging material

- 25.1 Insofar as waste is produced during the Supplier's fulfilment of the Order, the Supplier will, unless otherwise agreed in writing, recycle, or dispose of the waste at its own expense.
- 25.2 At dormakaba's request, the Supplier shall return packaging material at its own expense at the place of performance.
- 25.3 All Goods delivered pursuant to the terms of this Agreement will be suitably packaged and delivered in accordance with the dormakaba's instructions and the applicable laws and regulations.

26. Prices/invoicing

- 26.1 The agreed price of the Goods and Services shall be stated in the Order (excluding VAT but inclusive of all discounts, surcharges, packaging, insurance, freight and customs costs). The agreed price shall be fixed and no extra charges shall be effective unless agreed in writing and signed by dormakaba.
- 26.2 Unless the parties agree otherwise, the following will apply:
- (a) the Supplier is to ship the Goods at the lowest possible cost in each case, unless dormakaba has specified a particular mode of transport to the Supplier;
 - (b) the Supplier will bear any additional costs arising from non-compliance with shipping instructions; and
 - (c) the same applies to additional costs that arise due to express delivery to meet a delivery deadline.
- 26.3 After fulfilment of the Order, invoices shall be sent by email to the email address stated in the Order. Order numbers must be indicated on the invoice and invoice must include all relevant accounting documents and details.
- 26.4 Invoices for agreed partial Services must be marked "Partial Services Invoice". Final invoices must be marked "Outstanding Services Invoice".
- 26.5 Price increases can only be imposed on dormakaba by the Supplier if they are expressly agreed in the Agreement.
- 26.6 The Supplier cannot charge dormakaba for materials or work done or Services performed additional to that stated in the Order or increase the price for the Goods and Services without dormakaba's prior written consent in accordance with the variation in clause 6 of this Agreement.
- 26.7 After fulfilment of the Agreement, the invoices to be issued in duplicate are to be sent to the invoice address stated in the Order, separately for each Order. Order numbers must be indicated. All accounting documents must be included.
- 26.8 dormakaba is entitled to any discount for prompt payment, bulk purchase or volume of purchase, which the Supplier grants to its existing customers and the Supplier shall notify dormakaba of such from time to time during the term of the Agreement.

27. Terms of payment

- 27.1 dormakaba will pay the invoice for the Goods and/or Services, unless otherwise agreed, within 60 days from the date of invoice.
- 27.2 In the absence of any other agreement, the payment period will commence the later date of when:
- (a) dormakaba has accepted delivery of the Goods or the Supplier performs the Services completely and properly in accordance with clause 20; or
 - (b) dormakaba receives a valid and accurate invoice.
- 27.3 If the Supplier is required to submit material tests, test protocols, quality control documents or other documentation to dormakaba, the full receipt of such documents in the English language will also be required for the deliveries or services to be deemed complete
- 27.4 Payment by dormakaba to the Supplier does not constitute acceptance under or represent an acknowledgement that deliveries and services rendered comply with the terms of the Agreement.
- 27.5 Discount deduction is also permissible if dormakaba offsets or reserves a reasonable amount of payments owing to defects; the payment period will begin once all defects have been remedied.
- 27.6 If a party fails to make any payment due to the other party by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at two (2) percent % above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%..
- 27.7 The Supplier is not entitled to suspend deliveries of the Goods or performance of the Services because of any sums being outstanding.
- 27.8 If advance payments have been agreed by dormakaba in writing, these advance payments will not be due until dormakaba has received a written guarantee from the Supplier issued by a major bank, cooperative bank or public savings bank in a form acceptable to dormakaba for the amount of the advance payment, which secures these advance payments, is directly enforceable and due on first request by dormakaba.

28. Set-off

- 28.1 Without prejudice to any other right or remedy, dormakaba is entitled to withhold, deduct, or set off any amount owing at any time from the Supplier to dormakaba, or claimed from the Supplier by dormakaba against any amount payable by the Supplier to the Supplier under the Agreement or any other contract between dormakaba and the Supplier.
- 28.2 As far as dormakaba is entitled to claims against other Affiliates belonging to the same group as the Supplier, dormakaba is entitled to withhold payments to the Supplier until the claims against that Affiliate have been settled.

29. Rights of use and intellectual property rights

- 29.1 The Supplier will grant dormakaba a fully paid up, worldwide, assignable, transferable, sublicensable, royalty-free and irrevocable and perpetual right to use the delivery item and/or service result contractually owned by the Supplier. The right of use will extend to all known and unknown types of use and include in particular the purpose of production (including integration into other products, quality assurance, data management etc.), use and marketing of other products (which may also include the delivery item or service result). If the delivery item or service result was developed on behalf of dormakaba, the Supplier will grant dormakaba the rights of use in an exclusive form, notwithstanding the provisions of the preceding sentence.
- 29.2 If the Goods and/or Service contains any open-source software (i.e., for example software underlying the BSD licence, the GNU General Public Licence or the GNU Lesser or Library Licence, or similar software) or shareware/freeware components (in the following "**Open Source Software**"), the Supplier must inform dormakaba of this in good time – as far as possible before, but at the latest upon conclusion of the Agreement and of any resulting restrictions of the Goods and/or Service or of the Intellectual Property Rights in emphasised form and make the following materials and information available:
- (a) source code or Open-Source Software; insofar as the licence conditions of the originator of such software permit this; and
 - (b) list of all Open-Source Software used with a reference to the respective applicable licence together with a copy of the text of the licence conditions (including all annexes) in English (text form is sufficient).
- 29.3 If the Supplier does not inform dormakaba that the Goods and/or the Services contain Open-Source Software, or does so only after conclusion of the Order, dormakaba may terminate the Order within fourteen (14) calendar days after having gained knowledge of this without any claims of the Supplier against dormakaba arising from this (any remuneration already paid must be reimbursed to dormakaba). If the Supplier does not provide dormakaba with the materials and information stated in section 29.2 at the latest upon conclusion of the Agreement, dormakaba may withdraw if the Supplier does not provide the missing materials or information immediately after a separate corresponding request by dormakaba. The statutory provisions will apply in addition.
- 29.4 The Supplier guarantees dormakaba that:
- (a) the Supplier will not infringe the Intellectual Property Rights of dormakaba or a third party in connection with supplying the Goods and/or Services;
 - (b) the Supplier acknowledges and agrees that all Intellectual Property Rights and other information that dormakaba provides or makes available to the Supplier remains the property of dormakaba or its Affiliates;
 - (c) the Supplier will not use or disclose such Intellectual Property Rights or information for any purpose other than for the purpose of performing its obligations under the Agreement;
 - (d) the Supplier acknowledges and agrees that all Developed Intellectual Property will vest in, and be assigned to, dormakaba on creation;
 - (e) the delivery item and/or the service result as well as all other provided materials are free from any kind of third-party Intellectual Property Rights which prevent or restrict dormakaba from using them in accordance with the contract;
 - (f) the Supplier assumes sole liability towards those who assert infringements of Intellectual Property Rights and indemnifies dormakaba from any claims in full. dormakaba is required to inform the Supplier immediately if claims are asserted against dormakaba due to infringement of Intellectual Property Rights and to act in agreement with the Supplier in the event of disputes with third parties.
- 29.5 If claims are asserted due to infringements of Intellectual Property Rights and if the rights to which dormakaba is entitled are impaired or denied (in the following "**Impairments**"), the Supplier is required at its own discretion to either:
- (a) alter the delivery Goods and/or the Service to result in such a way that they are no longer infringing the Intellectual Property Rights, but do correspond to the Order provisions, or
 - (b) to obtain authorization that the delivery item and/or the service result can be used as contractually agreed without restrictions and without additional costs for dormakaba.
- If the Supplier does not manage to eliminate the abovementioned Impairments, dormakaba will be entitled to terminate the Order or to request a reduction of the charges (without prejudice to any of dormakaba's other rights or remedies).
- 29.6 dormakaba grants the Supplier a personal, non-exclusive, non-transferable and non-assignable licence to use the Developed Intellectual Property in connection with the performance of its obligations under this Agreement.
- 29.7 No other right is given to the Supplier or its personnel to use any Developed Intellectual Property except in connection with the performance of the Supplier's obligations under this Agreement.
- 29.8 Each Party acknowledges and agrees that each Party continues to own all of its Intellectual Property Rights existing at the date of this Agreement or coming into existence during the term of this Agreement other than Developed Intellectual Property.
- 29.9 The Supplier shall indemnify dormakaba against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by dormakaba arising out of or in connection with any claim made against dormakaba for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

30. Export control provisions

- 30.1 Upon request, the Supplier will provide dormakaba free of charge with a Supplier's declaration, a certificate of origin or all other documents required by customs authorities or any other authority with regard to the agreed delivery/service of the Supplier.
- 30.2 The Supplier will comply with all requirements of applicable national and international foreign trade laws (including such laws and regulations existing within the originating territory in which the Goods were produced and those applicable within the destination of the relevant Goods). The Supplier undertakes to inform dormakaba without delay, stating the respective export list number, if the contractual items are included in the annexes of the EC Dual-Use Regulation (EC Regulation No. 428/2009), the German export list or the US export list or are subject to US re-export regulations.
- 30.3 Upon dormakaba's request, the Supplier will provide dormakaba, free of charge, with the technical parameters, functionality and material compositions necessary for checking the entry in the export lists.
- 30.4 If the Supplier breaches any of the above provisions of this clause 30, it will compensate dormakaba for all damages, losses, expenses and costs arising from this.

31. Confidentiality

- 31.1 The Supplier shall not without the written consent of dormakaba disclose to any third party or use for any purpose other than contemplated under this Agreement any proprietary or confidential documents, knowledge and information, prices,

- tools, formulas, samples, models, drawings, data standard sheets, manuscripts and other technical documentation supplied or made known to the Supplier by dormakaba.
- 31.2 The Supplier and dormakaba shall 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:
- (a) or becomes publicly known through no wrongful act of the party concerned; or
 - (b) required to be disclosed by an order of law or other governmental or regulatory authority; or
 - (c) disclosed to any adviser of either party bound by a professional duty of confidentiality.
- 31.3 Any such proprietary or confidential documents must not be made accessible to third parties and must be returned to dormakaba promptly on request by dormakaba and immediately after expiry or termination of the Agreement (save that officers, representatives, contractors, subcontractors or advisers of the Supplier who need to know such information are not deemed to be third parties if they have entered into a confidentiality agreement with the Supplier on terms no less onerous than those set out in this Agreement in respect of confidentiality obligations of the Supplier). The Supplier is liable for all damages incurred by dormakaba due to the Supplier's breach of this clause 31.3.
- 31.4 If any confidential information provided to the Supplier is embodied in data, it must be completely deleted by overwriting at any time upon request by dormakaba and the deletion must be confirmed in writing to dormakaba immediately (with evidence of such deletion provided, if requested).
- 32. Force Majeure**
- 32.1 If a Force Majeure Event occurs, for the duration and to the extent of its impact, the party affected by a Force Majeure Event will be exempted from its obligation under the Agreement).
- 32.2 Supply difficulties and other disruptions in performance on the part of the Supplier's upstream suppliers will only be deemed to be a Force Majeure Event if the upstream supplier, for its part, is equally prevented from performing the service incumbent upon it by an event that would constitute a Force Majeure Event.
- 32.3 The party affected by the Force Majeure Event must notify the other party without delay of the Force Majeure Event and of the cessation of Force Majeure Event and will use its best endeavours to limit the impact of the Force Majeure Event on its performance under the Agreement, to the greatest extent possible. This includes the Supplier's duty to procure replacement goods via third parties (such replacement being permissible only after obtaining the prior written approval of dormakaba).
- 32.4 In the event of a Force Majeure Event, the parties will agree on further action as far as possible. Notwithstanding the foregoing, either party will be entitled to cancel any Orders affected by a Force Majeure Event if the effects of the Force Majeure Event last for more than two (2) weeks from the agreed delivery date.
- 33. Data protection**
- 33.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) as retained in UK law and the EU including the EU GDPR. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.
- 34. Publication / advertising**
- 34.1 An evaluation or announcement of existing business relations with dormakaba in publications or for advertising purposes is permissible only with the express prior consent of dormakaba.
- 34.2 The Supplier must not use the name "dormakaba", "dormakaba UK", or any variation thereof, or any trademarks or other marks of dormakaba or its Affiliates, in any advertising, publicity, or promotion without the prior written consent of dormakaba
- 35. Governing law and jurisdiction**
- 35.1 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 35.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 36. General**
- 36.1 If any provision of these Terms and Conditions is or at any stage in the future becomes illegal, invalid, or cannot be enforced in law it shall be deleted but it will not affect the other terms which will stay in force.
- 36.2 Except as set out in these Terms and Conditions no variation of the Terms and Conditions, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by dormakaba.
- 36.3 All notices given to a party under these Terms and Conditions must be in writing to be valid and will be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other cases) or (ii) sent by email to the addresses notified by each party to one another (or an address substituted in writing by the party thereafter) and shall be deemed to have been received: (i) (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 36.4 A delay or failure to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. Where applicable, no waiver by dormakaba shall be considered as a waiver of any subsequent breach of the same or any other provision of the Agreement by the Supplier.
- 36.5 The Supplier shall not be entitled to assign, transfer or deal in any other manner with any of its rights and obligations under the Agreement (or any part of it) without dormakaba's prior written consent. Dormakaba may assign, transfer or deal in any other manner with any of its rights and obligations under the Agreement (or any part of it) without consent. dormakaba, or any of its Affiliates may perform any of the obligations or exercise any of dormakaba's rights under this Agreement, provided that any act or omission of any such Affiliate shall be deemed to be an act or omission of dormakaba.