

## TERMS AND CONDITIONS OF SALE

1. **Acceptance.** The following Terms and Conditions of sale are applicable to all Quotations, Contracts, Purchase Orders, Order Acknowledgement Forms, and sales of dormakaba's Products and Services, and are the only applicable terms and conditions thereto, except for terms establishing prices, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, and the identification of the Products or Services associated with each transaction. If any conflict exists between these Terms and Conditions and a Quotation, Purchase Order, Order Acknowledgment form, or sale, these Terms and Conditions shall prevail. BY REQUESTING A QUOTATION, ORDERING, OR PURCHASING ANY DORMAKABA PRODUCTS OR SERVICES, BUYER AGREES TO ALL THE FOLLOWING TERMS AND CONDITIONS. If the parties enter into a separate written and signed agreement addressing the sale of Products or Services, the terms and conditions of such separate agreement shall control to the extent they expressly conflict with these Terms and Conditions.
  2. **Order Procedure.** Buyer, at Buyer's discretion, may request the preparation of a Quotation prior to ordering any Products or Services. To obtain Products or Services, Buyer shall place a Purchase Order with dormakaba. By placing a Purchase Order, Buyer makes an offer to purchase Products or Services pursuant to these Terms and Conditions. dormakaba, in its sole discretion and without any liability whatsoever, may accept or reject any Purchase Order. If dormakaba accepts the Purchase Order, dormakaba shall issue an Order Acknowledgement Form confirming Buyer's order. No Purchase Order is binding on dormakaba unless accepted by dormakaba as provided in these Terms and Conditions.
  3. **Minimum Order Requirements.** The minimum order amount for all orders accepted is \$400 USD, excluding ancillary charges, such as shipping and insurance. Keying orders are exempt from this requirement.
  4. **Quotations.** All Quotations are subject to change or withdrawal without prior notice to Buyer unless otherwise specifically stated in the Quotation. Quotation prices are valid on Purchase Orders placed within 90 days of the quote being issued, unless otherwise specifically stated in the quotation. If no order is placed within the stated time frame, prices may be adjusted to reflect the then-current published prices, surcharges, escalators, or other pricing adjustment due to, among other things, costs of materials, labor, transportation, taxes, duties, and other cost increases. All resulting Purchase Orders become effective only if and when approved and accepted in writing by dormakaba by the issuance of its Order Acknowledgement Form. dormakaba reserves the right to discontinue manufacture of any Products or change Products materials, design, or specifications without notice.
  5. **Installation/Service Projects.** dormakaba shall prepare an installation or service Quotations and statement of work setting forth scope of the installation or service Products and Services to be provided ("Work"). Buyer's signed acceptance of the Quotation (and associated shop drawings or submittals) shall be required prior to any resulting Orders or Work performed. Buyer's signed acceptance shall indicate the Quotation conforms with any construction documents or plans. Prior to commencement of the Work, a schedule shall be established in consultation with the Buyer, end-user, or end-user consultant.
- Work shall be performed in accordance with such schedule and occur weekdays during normal business hours (M-F, 8am – 5pm, local time). Work performed outside of normal business hours may be available upon request at an additional charge requires Buyer's provision of additional scheduling information (e.g. start/stop times). Additional charges may be assessed for disruptions to the established schedule or in the event of delays or interruptions not caused by dormakaba. Commencement of Work is conditioned on acceptable site conditions (including doors, frames, and other access locations being suitable for Work) and all dependent scopes of work (electrical, keying, credentialing) being complete, which shall be Buyer's responsibility. Unsuitable site conditions may result in additional charges. Any dormakaba materials delivered to Buyer but missing from site shall be reordered at Buyer's expense. Hardware changes or change orders shall be quoted in writing on a separate proposal. dormakaba reserves the right to assess a storage fee if Buyer or end-user causes delivery to be delayed after the agreed upon delivery date or should a change in the project timeline, at no fault of dormakaba, require storage of materials after delivery to Buyer or end-user. Unless explicitly included in the installation quotation, the following items are not included: distribution to staff of any form of keys, fobs or cards or credentials; any temporary security, barricades, or signage; all carpentry work outside of this specification including drywall, paint, framing, patching of existing holes, etc.; union labor, prevailing wage & certified payroll unless noted otherwise; permits; any special consideration for asbestos and lead paint hazards; any bonds; disposal of material and packaging; damage from negligence, vandalism or Force Majeure; cleaning of site beyond broom clean; cost for special insurance requirements; consumable materials (e.g., batteries); any electrical work including 120v connections and low voltage wiring pulls; and other similar categories of labor and materials not included in the installation quote. BUYER SHALL COMMUNICATE ALL OF THESE INSTALLATION TERMS AND CONDITIONS TO ANY END-USER RECEIVING INSTALLATION SERVICES FROM DORMAKABA.
6. **Product Warranty.** dormakaba warrants only that all Products sold pursuant to a Quotation or Purchase Order will conform to the description in the applicable Price Book and will be free from defects in workmanship and materials. The duration of each product warranty is dependent on the particular product and is set forth in the applicable Price Book. Extended warranties may be available for an additional cost. In the event refurbished or reconditioned Products are offered for sale, all refurbished or reconditioned Products are warranted for 90 days from date of shipment. dormakaba is not responsible for defects or damages caused by wear and tear, consumable materials, vandalism, fires, storms, floods, acts of God, misuse, abuse or alteration by any person other than dormakaba. dormakaba further warrants that Buyer shall receive good and valid title to the Products. Any claim on account of nonconforming or defective Products shall conclusively be deemed waived by Buyer unless written notice thereof is given to dormakaba promptly after discovery but no later than 60 days from date of shipment. dormakaba shall have the right, in its sole discretion, to either (i) replace or repair any nonconforming or defective Products, (ii) refund the purchase price upon return of the Products, or (iii) grant a reasonable allowance on account of such nonconformance or defect. dormakaba's liability, and

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Buyer's exclusive remedy, for nonconforming or defective Products shall be limited solely to replacement, repair, refund, or allowance as dormakaba may elect. dormakaba shall be given reasonable opportunity to investigate all claims and no materials shall be returned to dormakaba until after inspection and approval by dormakaba and Buyer's receipt of dormakaba's written shipping instructions. Third-party Products sold by dormakaba are warranted only to the extent provided by the original manufacturer's warranty and Purchaser must refer to the original manufacturer's warranty for such third-party Products.

7. **Installation/Service Warranty.** dormakaba warrants that all materials and labor sold and performed pursuant to a Quotation or Purchase Order for installation or other Services will conform and be performed in accordance with the terms of the applicable Quotation, Purchase Order, or Statement of Work and in a workmanlike and professional manner in accordance with generally recognized industry standards for similar services for a period of 1 year from the date of completion of the Services, unless sold as "With All Faults", "Shop", "As Is", "As They Stand" or other similar designation. Extended warranties are available for an additional cost. dormakaba is not responsible for defects or damages caused by wear and tear, consumable materials, vandalism, fires, storms, floods, acts of God, misuse, abuse or alteration by any person other than dormakaba. Buyer's sole and exclusive remedy under this warranty shall be Buyer's remediation or repair of any nonconforming materials or labor ("Warranty Work") and warranty work shall be the limit of dormakaba's warranty liability. No credit will be provided for any Warranty Work completed by others during warranty term. dormakaba reserves the right to withhold the performance of Warranty Work if Buyer payments have become past due. Warranty Work shall be performed during normal business hours and pursuant to dormakaba's standard response times. Any Warranty Work taking place beyond normal business hours or with expedited response time may result in additional charges to Buyer. If Buyer, its agents, employees, successors, and/or assigns tampers with, misuses, removes any parts, or adds any parts or equipment, Buyer agrees to indemnify, save and hold harmless dormakaba, its agents, employees, successors, and/or assigns, from any and all liability, damages, or losses, including reasonable attorney's fees, arising out of, or incidental to, the aforementioned conduct. Products and services repaired or replaced under the warranty are warranted only through the remainder of the original warranty period.

**DISCLAIMER OF FURTHER WARRANTIES.** DORMAKABA MAKES NO FURTHER WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH HEREIN ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING OR DEFECTIVE PRODUCTS.

8. **Limitation of Liability.** dormakaba's total liability for all claims of any kind, whether in contract, tort, or otherwise, arising out of, connected with or resulting from dormakaba's sale of Products or Services shall in no event exceed the total purchase price of the applicable Products and Services. dormakaba shall not under any circumstances be held liable for incidental, consequential, or special damages, including loss of profits or revenues, loss of use of product or any other product software, system, or facility, loss of data or information, lack or loss of productivity, interest charges or cost of capital, cost of substitute product, software, systems or services, cost of purchases or replacement power, downtime costs. dormakaba shall not be liable to Buyer for any loss, damage, or injury to persons or property resulting from the handling, storage, transportation, resale, or use of the Products in manufacturing processes, or in combination with other substances, or otherwise.
9. **Intellectual Property Indemnification.** (a) dormakaba agrees to defend, indemnify and hold Buyer harmless against any claims, costs, damages, liability and expenses resulting from actual or alleged patent, trademark, or copyright infringement, misappropriation of confidential information, or violation of any other intellectual property right, domestic or foreign, in the selling or use of any part or product that is owned by dormakaba and that pertains to the subject matter of a Quotation, Purchase Order, or sale of Products or Services (provided that the product is not modified in anyway by Buyer or any other party, and that the product is used in the manner intended by dormakaba). If a suit or claim results in any injunction or any other order that would prevent dormakaba from supplying any product falling under a Quotation, Purchase Order, or sale, or if the result of such a suit or claim would, in the reasonable opinion of dormakaba, otherwise cause dormakaba to be unable to supply such Products, dormakaba shall have the right, at its option, if it so chooses, to do one or more of the following: (i) secure an appropriate license to permit dormakaba to continue supplying the Products to Buyer; (ii) modify the relevant product so that it becomes non-infringing, provided that any modification does not cause any material change to the operation or performance of the product; or (iii) replace the relevant product with a non-infringing but practically equivalent product. (b) Buyer agrees to defend, indemnify, and hold dormakaba harmless against any claims, costs, damages, liability and expenses resulting from actual or alleged patent, trademark, or copyright infringement, misappropriation of confidential information, or violation of any other intellectual property right, domestic or foreign, in the making, using or selling of any product or using any process that is owned by Buyer or is designed or specified by Buyer and that pertains to the subject matter of a Quotation, Purchase Order, or sale.
10. **Ownership of Inventions.** All drawings, know-how, designs, confidential information, and the like disclosed to Buyer by dormakaba and all rights therein will remain the property of dormakaba. Buyer shall have no claim to, ownership interest in, no license to, or no rights to any information provided or communicated by dormakaba.
11. **Lead Times.** If applicable, lead times are based on standard requirements by the factory to provide materials

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proposed. Ship dates will be provided as an estimate only once order is placed with the factory.

12. **Shipping/Delivery.** Adequate packaging will be provided for any normal shipping circumstance such that materials will be protected and labeled as required. Special packaging may be provided for an additional expense. All Products shall be shipped FOB dormakaba's manufacturing facility to Buyer's designated delivery location. Unless otherwise agreed by the parties, dormakaba shall select the method of and carrier for the Products. dormakaba reserves the right to ship items in a single or in multiple shipments. Shipping will be cost effective unless expedited fees are accepted by Buyer. If materials are to be provided to job site or Buyer location, dormakaba will make an informed decision as to the best instruction to provide the shipping company. If materials are not required to have direct delivery, materials will be brought to branch for pickup by Buyer. Buyer shall inspect and review all Product upon receipt from the carrier and any claims for damage in transit or lost freight are the responsibility of Buyer.
13. **Title/Risk of Loss.** Title and risk of loss to Products ordered passes to Buyer upon delivery of the Products to the freight carrier.
14. **Prices.** Quoted price is valid for 90 days, or whatever length of time is indicated on the Quotation, with the Quotation taking precedence. dormakaba reserves the right to revise quotations after the 90 days. All accepted Purchase Orders are subject to dormakaba's price in effect at time of shipment, unless such Purchase Orders are made pursuant to a valid Quotation. Buyer shall be responsible for any increase in freight rates or transportation charges occurring after dormakaba prepared the Order Acknowledgment Form. Buyer shall pay to dormakaba in addition to the purchase price the amount of all fees, duties, licenses, and all sales, use, privilege, occupation, excise, or other taxes, federal, state, local, or foreign which dormakaba is required to pay or collect in connection with Products or services sold to Buyer.
15. **Payments.** Unless otherwise stated in writing, payment terms are net 30 days from the date of invoice. Interest on past due amounts shall be assessed at the lesser of the rate of 1.5% per month or the maximum allowable rate under applicable law. Purchaser shall reimburse dormakaba for all reasonable costs of collection, including, without limitation, attorneys' fees. If dormakaba, in its sole discretion, determines Purchaser's financial condition does not warrant the above payment terms, dormakaba may demand advance payment, cash payment upon delivery, or refuse Purchaser's order. dormakaba shall not be liable for any damages of any nature whatsoever for any adjustment to payment terms.  
Installation/Service: Unless otherwise stated in writing or credit is pre-established, full payment is due upon the completion of Work. For any work requiring materials purchase or scheduling, a 50% deposit is due at time of proposal acceptance. Twenty percent (20%) of the Quotation or Purchase Order value may be billed after job award. Joint check agreements may be requested at the discretion of dormakaba. If payment is outstanding for any one account, work may be stopped, and outstanding orders cancelled until account is restored.
- dormakaba retains the right to file a lien against all or part of the property being improved.
16. **Cancellation.** In the event a Buyer's Purchase Order and the issuance of an Order Acceptance Form is cancelled, it will be subject to standard 35% restocking fees, cancellation fees, engineering fees, materials and freight costs incurred, and administrative fees. Standard cancellation is 20% of order as long as no materials have been shipped. Should Buyer release material orders, Buyer will be liable for that portion of the job and 20% of the remaining amount of work unperformed/unordered.
17. **Insolvency.** dormakaba may, at any time or times, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to dormakaba when, in dormakaba's opinion, the financial condition of Buyer or other grounds for insecurity, including the filing of a petition for bankruptcy, warrant such action.
18. **Force Majeure.** dormakaba shall not be liable for any delay in fulfilling any order due to (a) fires, floods, strikes, or other labor disputes, accidents to machinery, acts of sabotage, riots, precedence or priorities granted at the request or for the benefit, directly or indirectly, of the federal or any state government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal or state legislation or rules of regulations thereunder; or (b) any cause beyond dormakaba's control.
19. **Ownership of Equipment.** Unless otherwise agreed in writing, all material, equipment, facilities, and special tooling, which term includes but is not limited to jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, and manufacturing aids and replacements thereof, used in the manufacture of the Products covered by any order shall remain the property of dormakaba. Any material, tooling, and equipment furnished to dormakaba by Buyer shall be and remain the personal property of Buyer with the title to and right of possession remaining in Buyer.
20. **Confidential Information.** All information furnished or made available by dormakaba to Buyer in connection with a transaction shall be held in confidence by Buyer. Buyer agrees not to use such information or disclose such information to others without dormakaba's prior written consent. The obligations of this paragraph do not apply to any information which (a) at the time of disclosure was, or thereafter becomes, generally available to the public by publication or otherwise through no breach by Buyer of any obligation herein, (b) Buyer can show by written records was in Buyer's possession prior to disclosure by the disclosing party, (c) is legally made available to Buyer by or through a third party having no direct or indirect confidentiality obligation to dormakaba with respect to such information, (d) was independently developed by Buyer without use of any of dormakaba's confidential information, or (e) is required to be disclosed pursuant to applicable law.
21. **Waiver.** No waiver by dormakaba of any of these Terms and Conditions shall be effective unless explicitly set forth in writing and signed by dormakaba. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms and Conditions shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any

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right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. **Assignment.** No assignment of any right or interest or delegation of any obligation or performance of Buyer under this order may be made without the prior written consent of dormakaba. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes.
23. **Choice of Law.** All sales, agreements for sale, offers to sell, proposals, acknowledgments and contracts of sale, including, but not limited to, Purchase Orders accepted by dormakaba, shall be considered a contract under the laws of the State of Indiana, and the rights and duties of all persons, and the construction and effect of all provisions hereof, shall be governed by and construed according to the laws of the State of Indiana.
24. **Integration Clause.** These Terms and Conditions constitute the entirety of terms and conditions, except as set forth in paragraph one, governing the sale and purchase of Products and services sold by dormakaba. No modification of these Terms and Conditions shall be of any force or effect unless in writing and signed dormakaba and Buyer. Buyer may desire to utilize its own form of acknowledgment or acceptance of these Terms and Conditions. However, the use of any such form shall be for convenience only. No modification of these Terms and Conditions shall be affected by the acknowledgment or acceptance of purchase orders, shipping instruction forms, bills of lading or any other document containing terms or conditions at variance with or in addition to those set forth herein, all such varying or additional terms being hereby objected to and rejected by dormakaba and deemed to be waived by Buyer.

August 2024