

**General Terms and Conditions of Purchase and Special Conditions of  
the dormakaba Group Companies Having Their Registered Offices in  
Sweden, Norway, Denmark and Finland**

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## A. General Terms and Conditions of Purchase

### 1. Scope

- 1.1 These Terms and Conditions of Purchase are the subject of all orders placed by dormakaba Sverige AB, F O Petersons gata 28, SE-421-31 Västra Frölunda, Sweden (in the following referred to as **dormakaba**), as well as the enterprises affiliated with it (i.e. a company or other entity which (a) is controlled, directly or indirectly, by such party, (b) controls, directly or indirectly, such party or (c) is under common control with such party, where the expressions “is controlled”, “controls” and “is under common control with” shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership (in the following referred to as **Affiliated Enterprises**) having their registered office in Denmark, Finland or Norway (in the following jointly referred to as the **dormakaba Group** – individual group companies also referred to as **dormakaba**) and apply exclusively.
- 1.2 Any conflicting or additional terms and conditions of the supplier (in the following referred to as **Supplier**) are rejected. They will apply only if dormakaba’s procurement department expressly agrees to them or parts of them in text form.
- 1.3 These Terms and Conditions of Purchase will also apply if dormakaba, having knowledge of conflicting or deviating terms and conditions of the Supplier, accepts services or deliveries provided by the Supplier without reservation or if payment was made.
- 1.4 Any individual agreements made with the Supplier in individual cases (such as master supply agreements, written side agreements, supplements and/or amendments) will in any event take precedence over these General Terms and Conditions of Purchase. For such agreements to be valid, an express contract or an express confirmation by dormakaba’s procurement department is required.

### 2. Conclusion of contract

- 2.1 dormakaba will send the Supplier a written order.
- 2.2 The Supplier may reject orders from dormakaba within a period of three (3) working days (Monday to Friday) following the stated date of the order.
- 2.3 If dormakaba refers to target quantities in the order, these are non-binding demand forecasts which do not constitute an obligation for dormakaba to accept delivery.

- 2.4 The Supplier will notify dormakaba of any obvious errors (such as typographical or arithmetical errors) and omissions in the order, including the order documents, so that they can be corrected and/or completed before acceptance.
- 2.5 If the Supplier accepts the order with deviations, these deviations must be expressly indicated. Any acceptance changing an order is considered a new offer. Any offer will always be provided to dormakaba free of charge. In addition, the Supplier is required to inform dormakaba in the order of any changes compared to previous contractual conditions or catalogue details in text form. A contract will be deemed to exist only after dormakaba has expressly accepted the changed conditions.
- 2.6 Any changes occurring after the conclusion of the contract (for example, deviation from specification, change in material and/or dimensions, change in production method or place of production) are accepted only if dormakaba has expressly agreed to such change in advance.
- 2.7 The Supplier may sub-contract if and to the extent that no service by it personally was agreed. dormakaba may object to the Supplier's sub-contracting for good cause. In such case, the Supplier must carry out the order itself. Good cause is deemed to exist in particular if the subcontractor, when looked at objectively, does not offer a guarantee that the contract concluded by dormakaba with the Supplier and the work undertaken by the subcontractor in this respect will be fulfilled in accordance with the contract.
- 3. Compliance with legal requirements and the code of conduct / quality management system / objection notification**
- 3.1 The Supplier is required to comply with the state of the art in science and technology at the time the contract is concluded.
- 3.2 The Supplier must comply with the applicable laws, regulations, guidelines and requirements of the authorities. Furthermore, the Supplier may not, either actively or passively, directly or indirectly, participate in any form of bribery, violation of basic rights of its employees or child labour. It is responsible for the health and safety of its employees and must observe the relevant environmental protection laws.
- 3.3 The Supplier is required to comply with the provisions of the dormakaba supplier code of conduct. Upon request by the Supplier, it will be sent to the Supplier free of charge. Furthermore, the Supplier is aware that dormakaba is committed to foster a sustainable development along its entire value chain in line with economic, environmental and social responsibilities towards current and future generations. These responsibilities include

responsible autonomous management based on international standards such as ISO, UN Global Compact et.al. in the areas of ethics, environment, sustainable procurement, and fair and safe labor and human rights. dormakaba expects Supplier to commit itself to these principles as laid out in the dormakaba supplier code of conduct. To achieve this, dormakaba may require its Suppliers to commit themselves to dormakaba's supplier sustainability engagement program.

- 3.4 The Supplier will implement a quality management system in accordance with DIN EN ISO 9001 and an environmental management system in accordance with DIN EN ISO 14001 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.
- 3.5 dormakaba (or third party experts nominated by dormakaba who are not direct competitors of the Supplier and subject to obligations of confidentiality) is at any time upon reasonable prior notice and during normal business hours, allowed adequate access to the Supplier's facilities, books and records for the purposes of auditing compliance with this agreement, including compliance with the supplier code, and confirming all payments received from dormakaba.
- 3.6 dormakaba is entitled to monitor compliance with the quality management by the Supplier in its production facilities after prior notice and during normal business hours.
- 3.7 The Supplier is required to test the products to be delivered in accordance with international industrial standards generally applicable at the time of conclusion of the contract before delivery to dormakaba and to make the test results available to dormakaba on request without further remuneration. dormakaba can test the products in comparison with this. Carrying out a test is not deemed acceptance.
- 3.8 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, or from other conflict-affected and high risk areas.
- 3.9 If the relevant laws, regulations or the state of science or technology change between the conclusion of the contract and its fulfilment and should this influence the type and/or scope of the Supplier's contractual performance, the Supplier will inform dormakaba immediately in writing about the change and the associated consequences in terms of

deadlines and costs. dormakaba will decide on the changes within a reasonable period of time. In the event of approval, the parties will reach an amicable cost settlement on the basis of the order and adjust the contract. If dormakaba does not accept the change, both parties are entitled to withdraw from the not yet fulfilled part of the contract and in the case of permanent contractual arrangements to terminate the contract.

#### **4. Terms of delivery**

- 4.1 Unless otherwise agreed, deliveries will be made DDP (Incoterms 2020) to the agreed place, including packaging and ancillary costs such as fuel surcharges, freight or customs charges. Upon request, the Supplier must take back packaging material from dormakaba.
- 4.2 dormakaba does not accept reservations of ownership title by the Supplier.
- 4.3 The Supplier's respective delivery or service must be accompanied by detailed documentation in English language according to the current state of the art at the time of conclusion of the contract.
- 4.4 If the Supplier provides deliveries or services from a country outside the European Economic Area, dormakaba must be provided with documentary proof of origin without special request. In addition, the country of origin must be indicated on the product and/or its packaging in accordance with the relevant legal provisions.
- 4.5 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 any delays caused by lack of such information.
- 4.6 Prior to the dispatch of the goods, dormakaba is to be informed in writing of the value, weight and the date of dispatch.
- 4.7 Should the Supplier be required to provide material samples, test protocols, quality control documents or other documentation, the receipt of such documents in the agreed language will also be required for the deliveries or services to be deemed complete.
- 4.8 The Supplier will ensure the delivery of spare parts for a period which corresponds to the usual period of technical usability of the delivery item, but at least ten years after delivery of the last delivery of the respective delivery item to dormakaba providing no other availability of spare parts has been expressly agreed with dormakaba. During this period, the Supplier undertakes to deliver such parts to dormakaba at normal market economic and legal conditions.

- 4.9 If the Supplier intends to discontinue delivery of spare parts for the contractual delivery item after expiry of the period specified in section 4.8 above, dormakaba must be given the opportunity to place a final order with a notice period of at least 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 section 4.8.
- 4.10 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 tools free of charge.
- 4.11 Partial deliveries or services are permissible only with dormakaba's prior express consent; in the case of permissible partial deliveries, these must be marked as such in the delivery documents. The same applies if the Supplier delivers the goods prior to the agreed date or in too large a quantity. If the Supplier breaches any of the above provisions of this section, 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.

## **5. Period of performance**

- 5.1 The agreed dates for delivery and/or service are binding. Any reservations of the Supplier which declare the delivery of products or services dependent on correct and punctual supply from upstream suppliers shall not be applicable unless explicitly approved in writing by dormakaba.
- 5.2 The Supplier is required to notify dormakaba without delay in writing if any circumstances occur or become evident which would suggest that the agreed deadline cannot be met. This will have no effect on the obligation to meet the originally agreed deadline. The Supplier is liable to dormakaba for all damages and expenses incurred by dormakaba as a result of a breach of this undertaking by the Supplier.
- 5.3 The Supplier can be entitled to an extension of the period of performance due to a lack of necessary documents to be provided by dormakaba, however only if it expressly demanded them in a timely manner from dormakaba in writing.

**6. Delay**

- 6.1 Delay by Supplier: If the contractually agreed delivery or service deadlines are exceeded, the Supplier will be deemed in delay without need for a reminder. 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 or 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.
- 6.2 If the Supplier is in delay, dormakaba will be entitled to claim damages in lieu of performance and/or withdraw from the contract.
- 6.3 If the Supplier is in delay, dormakaba will be entitled to a contractual penalty amounting to 0.1% of the net remuneration for the delayed service and/or delivery for each full day of delay, but not exceeding 5% of the net remuneration for the delayed delivery or service. The contractual penalty will be deducted from the total default loss which has been asserted.
- 6.4 If dormakaba is in delay with acceptance, the Supplier is entitled to reasonable compensation for its additional expenses caused by such delay.

**7. Passage of risk on delivery of goods**

- 7.1 The risk will pass to dormakaba upon arrival of the goods at the agreed place of delivery (DDP Incoterms 2020).
- 7.2 This also applies if dormakaba has assumed the costs of shipment in an individual case based on a separate contractual agreement.

**8. Notification of defects**

- 8.1 dormakaba will inspect the goods without undue delay after receipt for any discrepancies in quantity, incorrect deliveries and externally visible damage. The inspection for compliance with the quantity and identity of the delivered goods is carried out at least on the basis of the delivery documents. Defects that cannot be detected within the scope of this inspection are deemed hidden defects.
- 8.2 For larger quantities, the inspection of the goods by dormakaba is limited to representative random reviews. Defects which are not detected in this inspection will be deemed hidden.



**9. Warranty claims**

- 9.1 The Supplier warrants from the date goods are delivered until the date that is five (5) years from such date, that all goods delivered are 100% defect-free, e.g. that the goods shall conform to the technical specifications and samples approved by dormakaba, shall be free from defects in title, materials, workmanship, manufacture and design, and shall be fit and sufficient for its intended purpose. In the event of defects, dormakaba may, at its discretion, demand remedy of the defect or delivery of a defect-free item or production of a new product. The Supplier will bear all costs of remedying defects, in particular transport, travel, labour and material costs as well as deinstallation and reinstallation costs.
- 9.2 If costs are incurred by dormakaba as a result of the defective delivery of the agreed subject of the contract or the agreed service to be rendered by the Supplier, in particular transport, travel, labour and material costs, the Supplier will bear these costs.
- 9.3 If dormakaba rightly asserts claims as a result of the defective delivery or service, the Supplier must pay dormakaba a lump sum compensation for expenses of 50 EUR (gross) per claim. dormakaba reserves the right to assert further claims.
- 9.4 The Supplier warrants that the goods and services which it supplies do not infringe any third-party rights within the Member States of the European Union. If dormakaba informs the Supplier prior to conclusion of the contract that the delivery item is intended for another country, the liability for legal defects will also extend to this country. The Supplier indemnifies dormakaba from all claims which third parties assert against dormakaba based on legal defects.
- 9.5 In the event of withdrawal, dormakaba is entitled to continue using the goods and services supplied by the Supplier free of charge until a suitable replacement is provided. In the event of withdrawal, the Supplier bears the costs of installation and deinstallation, removal, return transport and is responsible for disposal.
- 9.6 Warranty claims against the Supplier lapse 60 months after the passage of risk in the case of purchase agreements and 60 months after acceptance in the case of contracts for work and services, unless statute provides a longer limitation period for warranty claims. In the latter case, such period applies.
- 9.7 If, with dormakaba's consent, the Supplier subjects 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 to dormakaba.

## **10. Product liability**

10.1 The Supplier will ensure that it is always possible to trace its products. 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. In such cases, the Supplier will assume all costs and expenses incurred by dormakaba as a result of the defective delivery and/or service, including the costs of any appropriate legal action or recall action. 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. The statutory provisions will apply in addition.

10.2 From the time of the first conclusion of the contract with dormakaba, the Supplier undertakes towards dormakaba for a period of up to 60 months after the last delivery and/or provision of service to maintain an industrial third-party insurance policy with a lump sum coverage of at least EUR 5,000,000 per personal injury/damage to property and EUR 1,000,000 for pecuniary losses. 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 calendar days upon dormakaba's request, dormakaba will be entitled to withdraw from contracts not yet fulfilled in whole or in part (with respect to the part not yet fulfilled).

## **11. Waste management**

Insofar as waste is produced during the Supplier's fulfilment of the contract, the Supplier will, unless otherwise agreed in writing, recycle or dispose of the waste at its own expense in accordance with the provisions of waste law. The title, risk and responsibility under waste law will pass to the Supplier at the time the waste is produced.

**12. Prices/invoicing**

- 12.1 The agreed prices are binding and fixed prices plus statutory VAT – including all discounts, surcharges, packaging, handling, freight and customs costs. The Supplier will bear any additional costs arising from non-compliance with shipping instructions. The same applies to additional costs that arise due to express delivery to meet a delivery deadline.
- 12.2 After fulfilment of the contract, the invoices to be issued 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.
- 12.3 Invoices for agreed partial services must be marked "Partial Services Invoice", final invoices must be marked "Outstanding Services Invoice".
- 12.4 Any and all price changes are to be agreed by the parties in writing prior to implementation.

**13. Terms of payment**

- 13.1 Payments will be due, unless otherwise agreed, within 60 days net.
- 13.2 In the absence of any other agreement, the payment period will commence only when and insofar as the delivery or service has been provided completely and properly, the delivery date has passed and the proper invoice has been received. Should the Supplier be required to submit material tests, test protocols, quality control documents or other documentation to dormakaba, the full receipt of such documents in the agreed language, in the absence of such in English, will also be required for the deliveries or services to be deemed complete.
- 13.3 Payments do not constitute acknowledgement that deliveries and services rendered comply with the terms of the contract.
- 13.4 If advance payments have been contractually agreed, these advance payments will not be due until dormakaba has received a guarantee from the Supplier issued by a major international bank, cooperative bank or public savings bank in the amount of the advance payment, which secures these advance payments, is directly enforceable and due on first request, waiving the defence of unexhausted remedies for the advance payment amount.

**14. Set-off / right of retention / assignment / insolvency**

- 14.1 dormakaba is entitled to set off all due and enforceable claims which an enterprise of the dormakaba group has against the Supplier against claims from the individual orders. Upon request of the Supplier, dormakaba will inform the Supplier which companies belong to the dormakaba Group.
- 14.2 As far as dormakaba is entitled to claims against other enterprises belonging to the same group as the Supplier, dormakaba is entitled to withhold payments until the claims against this enterprise have been settled.
- 14.3 The Supplier may neither transfer nor assign its rights or obligations (including, for the avoidance of doubt, by way of factoring or other financing facility or similar facility or arrangement) without the written consent of dormakaba.

**15. Rights of use and intellectual property rights**

- 15.1 The Supplier will grant dormakaba a simple, unlimited, freely transferable, sublicensable and irrevocable right, unlimited in terms of subject matter, territory and time, to use the delivery item and/or service result contractually owed 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.
- The rights of use specified in 15.1 sentences 1 and 2 include in particular the right to alter or process the delivery item and/or the service result or to structure/design it in any other way and to use it in the original or in the altered, processed or restructured/redesigned form, in particular to reproduce and use it for operation on or with data processing systems and data processing equipment. The delivery item and/or the service result will in particular also include illustrations, drawings, specifications, data sheets, calculations, methods of analysis, formulae, prototypes, samples, models and material embodiments of any documentation, suggestions, findings, ideas, proposals, know-how and experience of a protectable and unprotectable nature, inventions, data, software (source and object code), drafts, designs, reports on trials and developments, documents, any original mechanical and electronic (EDA) CAD files, any circuit board specifications and the pick-and-place data as well as all other

tangible and intangible results produced or developed by the Supplier when concluding and executing the contract. dormakaba is entitled, but not required, to name the Supplier as originator. The remuneration for the transfer and granting of the rights of use pursuant to this section 15 and any exploitation of these as well as any naming of the Supplier as originator is already included in the contractual remuneration or price pursuant to section 12.

- 15.2 If the delivery item and/or service result 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 contract – and of any resulting restrictions of the delivery item and/or service result or of the intellectual property rights in emphasised form and make the following materials and information available:
- Source code or Open-Source Software; insofar as the licence conditions of the originator of this software permit this; and
  - List of all Open-Source Software used with a reference to the respectively applicable licence together with a copy of the text of the licence conditions (including all annexes) in English (text form is sufficient).
- 15.3 If the Supplier does not inform dormakaba that the delivery item and/or the service result contains Open-Source Software, or does so only after conclusion of the contract, dormakaba may withdraw from the contract within 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 15.2 at the latest upon conclusion of the contract, dormakaba may withdraw if the Supplier does not provide the missing materials or information immediately after a separate corresponding request by dormakaba.
- 15.4 The Supplier guarantees dormakaba that
- 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;

- all licence obligations applicable to the Open-Source Software have been completely fulfilled by the Supplier and do not prevent dormakaba from using the delivery item and/or the service result in accordance with the contract;
- dormakaba is not required by the use of the Open-Source Software to publish the source code of other software solutions or other material/know-how (i.e. no copyleft effect); and
- the Supplier has made available to dormakaba all necessary licence conditions and source codes as well as other materials and information so that dormakaba and, if appropriate, its Affiliated Enterprises, distributors and their customers can produce an executable version of this Open-Source Software.

15.5 The Supplier assumes sole liability towards those who assert infringements of intellectual property rights and indemnifies dormakaba from any claims in full upon initial request. 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.

15.6 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 either

- to alter the delivery item and/or the service result in such a way that they are no longer covered by the scope of protection, but do correspond to the contractual provisions, or
- 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 withdraw from the contract or to demand a reduction of the remuneration. This will not affect any claims of dormakaba going beyond this.

## **16. Provision of materials / tools**

16.1 dormakaba reserves ownership title in any parts that it provides to the Supplier. Processing or re-working by the Supplier is carried out on behalf of dormakaba. If in the course of processing the reserved goods are combined with other items which do not belong to dormakaba, dormakaba will acquire pro-rata co-title in the new item

- commensurate with the ratio of the value of the goods (purchase price plus VAT) to that of the other processed items at the time of processing.
- 16.2 If the goods provided by dormakaba are irreversibly mixed with other items which do not belong to dormakaba, dormakaba will acquire pro-rata co-title in the new item commensurate with the ratio of the value of the reserved goods (purchase price plus VAT) to that of the other mixed items at the time of mixing. If the mixing process takes place in such a way that the Supplier's item must be regarded as the principal item, it is deemed to have been agreed that the Supplier will transfer pro-rata co-title to dormakaba; the Supplier will hold the items in which dormakaba has sole or co-title on behalf of dormakaba.
- 16.3 If the Supplier is contractually required to manufacture tools for dormakaba, the tools will become the property of dormakaba after completion and payment of the manufacturing costs. If the tools for the production of parts remain with the Supplier, the handing over of the tool will be replaced by the fact that the Supplier shall keep the tools on behalf of dormakaba and dormakaba acquires indirect possession. Any such tools are to be individually and clearly marked or labeled as property of dormakaba. The Supplier shall keep the tools separate from any other items that do not belong to dormakaba, in a well-defined and partitioned-off area of its premises and/or storage facilities. The tools will be handed over to the Supplier by dormakaba for production purposes only. dormakaba is entitled to demand the tools back from the supplier at any time. In addition, the provisions stated in section 4 apply.
- 16.4 dormakaba reserves title in the tools provided by dormakaba to the Supplier. The Supplier is required to use the tools exclusively for the production of the goods ordered by dormakaba and must refrain from using them for third parties. The Supplier is also required to take out property insurance for the tools belonging to dormakaba at replacement value, which includes cover for all risks. At the same time, the Supplier hereby assigns to dormakaba all compensation claims under this insurance policy; dormakaba accepts the assignment. The Supplier must carry out any necessary maintenance, inspection, service and repair work on dormakaba's tools at its own cost in good time. Any incidents must be reported to dormakaba immediately.
- 16.5 All documents handed over by dormakaba remain the property of dormakaba. Without prior written consent, the documents handed over by dormakaba may not be copied or used commercially. They may not be made accessible to third parties and must be returned to dormakaba completely without special request and immediately after

execution of the contract. Special experts and sub-contractors engaged by the Supplier are not deemed to be third parties if they have sworn secrecy to the Supplier for the benefit of dormakaba. The Supplier is liable for all damages incurred by dormakaba from breach of this obligation.

- 16.6 If the information provided to the Supplier is embodied in data, it must be completely deleted by overwriting at any time upon first request by dormakaba and the deletion must be confirmed in writing to dormakaba immediately.
- 16.7 In the case of data transmitted by dormakaba to the Supplier, dormakaba is also entitled to receive a cease-and-desist commitment with a penalty clause from the Supplier towards dormakaba, which contains a contractual penalty for each case of violation of the cease-and-desist obligation for further use of data transmitted by dormakaba or on behalf of dormakaba or copies of these. The amount of the contractual penalty can be determined by dormakaba at its reasonable discretion. The Supplier will not be required to cease and desist if it is subject to an official or legal obligation to disclose or use data.

## **17. Export control provisions**

- 17.1 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.
- 17.2 The Supplier will comply with all requirements of applicable national and international foreign trade law. The Supplier undertakes to inform dormakaba in good time in text form, 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), or the US export list, or are subject to US re-export regulations or any other applicable export control provisions.
- 17.3 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.
- 17.4 If the Supplier breaches any of the above provisions of this section 17, it will compensate dormakaba for all damages, expenses and costs arising from this.



**18. Confidentiality**

- 18.1 The parties are required to treat confidentially all confidential information of the other respective party and its Affiliated Enterprises that is made known to it in connection with or while executing the contract, and use it only for the contractually agreed purposes. A party may disclose confidential information to those employees, staff and external advisors who are directly involved in the execution of the contract ("need to know" principle) and who are legally or contractually required – to the extent permitted by law, also for the time after they leave the company – to maintain confidentiality or if the other party has agreed to disclosure. Confidential information within the meaning of this provision will be trade secrets within the meaning of Directive 2016/943 and other confidential information of an economic, legal, financial, technical or fiscal nature which relates to the business activities, customers or employees of the parties and which is designated as such or is by its nature to be regarded as confidential, irrespective of whether and how it is documented or embodied.
- 18.2 The term "confidential information" does not include information which (i) is in the public domain or is or becomes generally accessible (unless this is as a result of an infringement of this agreement by the informed party or one of its representatives); (ii) was already lawfully at the disposal of the informed party without a confidentiality duty before it received the information from the informing party; or (iii) was received by a third party who is entitled to disclose this information without restriction. The existence of one of the above exceptions must be proven by the party seeking to rely on it.
- 18.3 If a party is required by statutory law or an official order to make confidential information of the other party available to a public authority in the aforementioned sense, it will be authorised to do so. The scope of disclosure will be kept as small as possible; the other party will be informed without delay and, if possible, before the information is released to the public authority.
- 18.4 If any confidential information of one party has become known to the other party, it will, after termination of this contract and upon written request and at the discretion of the other party, immediately and at its own expense, surrender or destroy all confidential information (including all embodiments, data carriers and copies) to the other party, to the extent feasible with reasonable effort, and will confirm this to the other party. This does not apply if and to the extent that the party required to release and destroy information has a legal obligation to keep confidential information.

The obligation of confidentiality under this section 18 will continue to apply for five years after conclusion of the contract.

**19. Force majeure**

- 19.1 In cases of force majeure, for the duration and to the extent of its impact, the party concerned will be exempted from the obligation to deliver or accept. Force majeure is any event beyond the control of the respective party that prevents it from fulfilling its obligations in whole or in part, in particular natural disasters, fire damage, flooding.
- 19.2 Strikes, lockouts and breakdowns of production facilities due to cases other than those mentioned above as well as incorrect or untimely delivery by upstream suppliers will not constitute a case of force majeure.
- 19.3 Supply difficulties and other disruptions in performance on the part of the Supplier's upstream suppliers will only be deemed to be force majeure if the upstream supplier, for its part, is prevented from performing the service incumbent upon it by an event in accordance with section 19.1.
- 19.4 The party concerned will notify the other party without delay of the occurrence and of the cessation of force majeure and will use its best efforts to remedy such force majeure and to limit its impacts to the extent possible. This includes the Supplier's duty to procure replacement goods via third parties, this replacement procurement being permissible only after prior approval by dormakaba.
- 19.5 In the event of force majeure, the parties will agree on further action by mutual consent as far as possible. Notwithstanding the foregoing, either party will be entitled to cancel the orders affected by this if the effects of force majeure last for more than two (2) weeks from the agreed delivery date.

**20. Data protection**

The Supplier assures that it will observe and comply with all relevant data protection regulations. In particular, in the event that the provision or delivery of the subject matter of the contract by the Supplier involves access to personal data for which dormakaba is the "controller" within the meaning of Article 4 No. 7 GDPR and the Supplier is the "processor" within the meaning of Article 4 No. 8 GDPR, the parties will conclude a data processing agreement within the meaning of Article 28 GDPR.

**21. Publication / advertising**

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.

**22. Termination**

22.1 Without prejudice to any remedy dormakaba may have against the Supplier for breach or non-performance under this agreement, dormakaba shall have the right to terminate the agreement with immediate effect:

- (a) if the Supplier should commit or permit a breach or non-performance of material importance to dormakaba and should fail to remedy such breach or non-performance within 30 days after receipt of written notice;
- (b) if the Supplier should commit or permit a breach or non-performance of material importance to dormakaba in relation to dormakaba supplier code or supplier sustainability engagement program; or
- (c) if the Supplier should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or if execution be levied on any goods and effects of dormakaba or the Supplier should enter into receivership.

22.2 dormakaba shall have the right to terminate this agreement by giving the Supplier not less than 30 days notice in writing if;

- (a) the ownership or the management of the Supplier is essentially changed;
- (b) the Supplier disposes a substantial part of its assets; or
- (c) the Supplier changes the direction of its activities.

22.3 Without prejudice to any remedy the Supplier may have against dormakaba for breach or non-performance under this agreement, the Supplier shall have the right to terminate the agreement or any order only for non-payment of the purchase price for supplies which are thirty (30) or more days past due and material in amount, and then only if: (i) Supplier first provides dormakaba written notice specifying the amounts past due (including the relevant order and invoice(s) numbers and dates) and Supplier's intent to terminate the agreement or order (as applicable) if the past due amount is not paid; and (ii) dormakaba, within sixty (60) days of such notice, does not either: (A) pay the past

- due amounts, or (B) notify Supplier that the amounts claimed to be unpaid are disputed by dormakaba. Supplier may not suspend performance of the order for any reason.
- 22.4 The Supplier shall also have the right to terminate the agreement if dormakaba should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or if dormakaba should enter into receivership.
- 22.5 The Supplier shall during the term of the agreement provide dormakaba with products and services that are competitive in terms of price, quality, delivery and technical function. If dormakaba considers that the Supplier's delivery of one or more products or services is no longer competitive in relation to price, quality, delivery and/or technical function even though the delivered products or services are otherwise in accordance with the terms of the agreement, dormakaba shall supply the Supplier with information supporting its belief. The Supplier and dormakaba shall in good faith discuss how to make the products or services competitive. If the parties are unable to arrive at a mutually acceptable solution within thirty (30) days after dormakaba's notification, then dormakaba shall have the right to terminate the agreement in whole or, at dormakaba's discretion, insofar as it concerns the non-competitive products or services, by giving the Supplier thirty (30) days' notice.
- 22.6 Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

### **23. Place of performance, choice of law, place of jurisdiction**

- 23.1 The place of performance for the respective service or delivery is the agreed place of delivery for deliveries and the agreed place of performance for services. For payments, the registered office of dormakaba is agreed as the place of performance.
- 23.2 Any and all disputes, claims or actions arising out of or related to an order (including these Terms and Conditions of Purchase) or other documents integrated therein) or directly in directly to the commercial relationship between dormakaba and the Supplier, whether arising in contract, tort, or other legal theory, shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.
- 23.3 It is specifically agreed by the Parties, to the fullest extent permitted by applicable law, that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

- 23.4 Any dispute, controversy or claim arising out of, or in connection with, these Terms and Conditions of Purchase, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms and Conditions of Purchase, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing Parties).
- 23.5 All arbitral proceedings conducted pursuant to the clause above, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.
- 23.6 Any amendment of or addition to the Terms and Conditions of Purchase, including any amendment to the written form requirement, must be made in writing.
- 23.7 All notices (such as setting of a deadline, reminder, declaration of withdrawal) and other communications must be in writing to be valid and will be transmitted in person, by registered mail, by courier, by fax or by means of electronic communication to the respective recipient.

## **B. Special conditions for contracts for work and services, contracts for work and materials**

### **1. Scope of application / deviations**

- 1.1 These special conditions will apply in addition to the General Terms and Conditions of Purchase of the companies of the dormakaba Group in the event that a contract for work and services, contract for work and materials or service contract exists.
- 1.2 The receipt of the goods described in the General Terms and Conditions will be replaced by the acceptance of the goods in the case of a contract for work and services or a contract for work and materials and by the provision of services in the case of a service agreement.

### **2. Services**

- 2.1 In execution of and on the basis of these special terms and conditions, the parties will conclude individual contracts for the performance of the services (in the following referred to as "**Individual Contracts**").
- 2.2 For the provision of the contractual services, dormakaba will pay the Supplier the remuneration agreed in the respective Individual Contract.
- 2.3 If the Individual Contract provides for an effort-based remuneration, the following applies:
  - dormakaba will pay the Supplier the agreed remuneration for each actual 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.
  - Irrespective of the Supplier's actual effort, dormakaba will be required at most to pay the maximum price stipulated in the Individual Contract. If such a maximum amount is not expressly stipulated, the amount stated in the expenditure and cost estimate of the respective Individual Contract may be exceeded by no more than 10%. Expenditure incurred in excess of this will not be subject to remuneration.
- 2.4 In addition to the remuneration, no costs, expenses or travel expenses will be reimbursed to the Supplier, unless otherwise expressly agreed. 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 in the evening or at night or on

Saturdays, Sundays or public holidays, unless dormakaba expressly wishes the work to be performed in the evening or at night or on Saturdays, Sundays or public holidays.

### **3. Changes to services**

3.1 The Supplier will notify dormakaba immediately in writing of any change or extension of the scope of the contract. The changes or extensions become legally effective only with the express consent of dormakaba. If the Supplier changes or extends its service or delivery without prior express consent, the Supplier will compensate dormakaba for all damages or expenses arising from this.

3.2 Change requests from dormakaba must be checked by the Supplier within ten working days for possible consequences and the result of this check must be communicated to dormakaba in writing. Effects on costs as well as on the time and date schedule are to be indicated here in particular. If dormakaba decides to implement the changes, the contracting parties will adjust the Individual Contract accordingly in writing.

### **4. Objection notification**

The Supplier is required to notify dormakaba without delay in writing of any objections against the intended type of execution or against the service of other entrepreneurs.

### **5. Exchange of personnel**

5.1 dormakaba is entitled to demand the exchange of one employee for another for good cause (e.g. professional unsuitability to perform the service owed, violation of safety regulations, violation of environmental protection regulations). In this case, the Supplier undertakes to provide qualified replacement without delay. This does not affect the agreed deadlines.

5.2 The exchange of personnel by the Supplier requires the prior written consent of dormakaba.

5.3 All costs associated with an exchange of personnel as mentioned in section 5.15.1 are borne by the Supplier.

5.4 For an appropriate training period, the Supplier will not charge any costs for the new employee in the event of an exchange of personnel according to section 5.1.

### **6. Entering the works premises**

6.1 Entry to the dormakaba works premises must be reported to the doorman in good time.

6.2 The technical instructions of the dormakaba staff must be followed.

**7. Acceptance**

7.1 In the case of a contract for work and services or a contract for work and materials, dormakaba will accept the goods within the agreed period (in the sense of a contract for work and services); if no period of acceptance has been agreed, dormakaba will accept the work within a reasonable period of time, but at the latest within 30 working days after the full completion of the contractually owed service.

7.2 During the testing and review period and up until acceptance, dormakaba may use the work for its intended purposes. However, any such use is at dormakaba's own risk. Partial acceptances are also not permissible.

(Last revised: 14. April 2022)