

General Purchase Conditions of dormakaba Nederland B.V.

These General Purchase Conditions can be declared applicable to agreements entered into between dormakaba Nederland B.V. and suppliers. These 'General Purchase Conditions of dormakaba Nederland B.V.' have been filed with the Chamber of Commerce on 9 October 2018 under registration number 11023763

Article 1 Definitions

In these General Purchase Conditions of dormakaba Nederland B.V., words starting with a capital have the meaning assigned to them in this article 1 as well as in the General Purchase Conditions of dormakaba Nederland B.V..

- a. Call-off contract: An Agreement under which quantities established in advance at previously agreed prices and conditions are ordered (called off) from the Supplier to the needs of dormakaba Nederland B.V..
- b. Consignment: An Agreement under which a Supplier gives dormakaba Nederland B.V. a Product for safekeeping free of charge during a period agreed in writing, as part of which the risk for the Product concerned only transfers to dormakaba Nederland B.V. at the time when the Product concerned is taken in use or consumed by dormakaba Nederland B.V.. The ownership is transferred at the time of payment by dormakaba Nederland B.V..
- c. Services: Products that are not tangible are nonmaterial (incorporeal) goods.
- d. Continuing performance contract: An Agreement that gives rise to continuous or reoccurring rights and obligations.
- e. Defect: A fault or the failure to meet the Performance at all or in full in line with the agreed specifications, or a defective Performance in some other way, or the Performance not being suitable for normal use of the Performance by dormakaba Nederland B.V..
- f. Procurement consortium: The collaboration between dormakaba Nederland B.V. and fellow companies aimed at buying Performances jointly in order to obtain more favourable conditions.
- g. Purchase conditions: These General Purchase Conditions of dormakaba Nederland B.V..
- h. Supplier: The counterparty of dormakaba Nederland B.V..
- i. Quote: The written offer to supply a specific Product or a specific Service at specific conditions.
- j. Order: The order of dormakaba Nederland B.V. to the Supplier to supply a Performance to dormakaba Nederland B.V. at a specific price.
- k. Agreement: Every agreement entered into between dormakaba Nederland B.V. and a Supplier for the delivery by the Supplier to dormakaba Nederland B.V. of a Performance, as well as any change or addition to it and all legal and other acts required to enter into or carry out the Agreement.
- l. Parties: dormakaba Nederland B.V. and the Supplier.
- m. Performance: The Product or Service.
- n. Products: The Products to be supplied by the Supplier to dormakaba Nederland B.V., to be interpreted as goods as well as property rights (of goods).
- o. Recall: The recall by dormakaba Nederland B.V. and removal of Products with a quality defect reported by the Supplier or by dormakaba Nederland B.V.. A Recall takes place in relation to a discovered derogation in terms of quality, safety and functioning or processing of a Product, as a result of which it does not provide the safety and/or function that can be expected from it.
- p. Safety Notification: A message from the Supplier warning that the safety or quality of a method or Product is defective in specific situations. The reported safety or quality aspect can be controlled by taking the measures (indicated in the Safety Notification).
- q. Related Agreement: The Agreement that would not have been entered into without the Agreement that the Parties intend to dissolve.

- r. Consignment on Approval: An Agreement as part of which a Product is made available by the Supplier to dormakaba Nederland B.V., for a period agreed in advance in writing, as part of which the title for the Product concerned remains entirely the responsibility of the Supplier and the Product is returned to the Supplier after the agreed period.

Article 2 Scope

2.1 The General Purchase Conditions of dormakaba Nederland B.V. are applicable to and form part of all enquiries, Quotes, offers, order confirmations, Agreements and any other legal acts between dormakaba Nederland B.V. and the Supplier.

2.2 Derogations from these General Purchase Conditions of dormakaba Nederland B.V. can only be made in writing.

2.3 If any provision is not applicable or invalid in the court's opinion, the Parties will enter into negotiation to replace the provision concerned by a new provision, which will correspond as much as possible to the previous provision in terms of purpose and meaning.

2.4 In the event the Supplier accepts these Purchase Conditions, the Supplier will automatically agree that these General Purchase conditions of dormakaba Nederland B.V. will apply to enquiries, Quotes, offers, order confirmations, Agreements and any other legal acts between dormakaba Nederland B.V. and the Supplier. The Parties do not need to explicitly agree on this (again) on each occasion.

2.5 In the event of any discrepancy between the meaning of the Dutch version of these General Purchase Conditions of dormakaba Nederland B.V. and the meaning of translations, the Dutch version takes precedence.

Article 3 Formation of the Agreement

3.1 A request for a Quote can be considered as an invitation to put forward a proposal and is non-binding for dormakaba Nederland B.V.. A request for a quote from dormakaba Nederland B.V. will be followed by a Quote from the Supplier. Such Quote is free of charge and can be considered as a proposal.

3.2 dormakaba Nederland B.V. is entitled to cancel an order or Order at all times if the Supplier has demonstrably not yet started to carry out the Agreement, order or Order. In that event, dormakaba Nederland B.V. will reimburse the Supplier for the costs incurred, provided those costs are demonstrable and reasonable. These costs can be demonstrated by invoices, Orders issued or activities that have demonstrably taken place.

3.3 If a Quote from the Supplier is followed up by an Order, the Agreement is formed at the time when dormakaba Nederland B.V. has sent the Order and when the Supplier can be expected to have received it. Non-written orders and orders from unauthorised persons are non-binding for dormakaba Nederland B.V., unless dormakaba Nederland B.V. confirms those orders.

3.4 If dormakaba Nederland B.V. places an Order without first receiving an offer from the Supplier, the Agreement will be formed when the Supplier accepts the Order, provided the acceptance takes place within 14 days from the Order concerned being placed. In the absence of a written acceptance by the Supplier, the Agreement is entered into when the Products are supplied in conformity with the order and the Products are accepted by dormakaba Nederland B.V., provided the delivery is made within 21 days from the date on the order.

3.5 With Call-off Contracts, the Agreement for a (part) delivery is formed at the time when the written order for delivery is sent by dormakaba Nederland B.V., unless agreed otherwise.

3.6 If with the execution of the Agreement use is made of auxiliary materials made available or approved by the Supplier such as drawings, models, specifications, instructions, inspection certificates, etc., these form part of the Agreement.

3.7 The Supplier is deemed to have informed itself sufficiently of the objectives of dormakaba Nederland B.V. in relation to the Agreement and the organisation of dormakaba Nederland B.V..

Article 4 Amendments

4.1 dormakaba Nederland B.V. is authorised to amend the volume and properties of the Products and Services to be supplied in consultation with the Supplier within a reasonable term, unless those changes would have such consequences that the Supplier cannot reasonably be expected to collaborate with them unreservedly. In that case, the Supplier will propose new conditions, which dormakaba Nederland B.V. can reasonably accept or reject.

4.2 The Supplier will inform dormakaba Nederland B.V. as soon as possible in writing, but at the latest within eight days from being informed of the amendment referred to in the previous clause.

4.3 Amendments are recorded in writing.

Article 5 Prices

5.1 The agreed prices are for the duration of the Agreement and can therefore not be revised.

5.2 The prices will be expressed in Euro (€), net of turnover tax, and based on delivery condition 'delivered duty paid' (DDP) in conformity with the Incoterms® 2010 to the agreed delivery location. All costs will be included in the price, unless explicitly indicated otherwise in the Quote or the Agreement. The Supplier is obliged to specify the applicable rate of turnover tax.

Article 6 Purchase combinations

If dormakaba Nederland B.V. takes part in a Procurement Consortium and can obtain a discount as a result in comparison with the terms the Supplier offers directly to dormakaba Nederland B.V., dormakaba Nederland B.V. is entitled to take up the offer from the Procurement Consortium and to amend ongoing Agreements in favour of dormakaba Nederland B.V., acting reasonably and in consultation with the Supplier.

Article 7 Delivery

7.1 Unless explicitly agreed otherwise, the delivery will at all times be made DDP (Delivery Duty Paid) in conformity with the Incoterms® 2010: to the agreed place of delivery and within the agreed term, as specified in the Order. If no delivery address has been agreed, delivery will be made to the address of dormakaba Nederland B.V..

7.2 If the Supplier expects that the delivery cannot possibly be made in conformity with the arrangements, the Supplier will immediately inform dormakaba Nederland B.V. of it and put forward a proposal without delay for an interim arrangement. The interim arrangement will be at least the equivalent of the agreed Performance and not entail additional costs for dormakaba Nederland B.V.. A provisional measure can only take the place of the aforementioned Performance after dormakaba Nederland B.V. has agreed to it in writing.

dormakaba Nederland B.V. can refuse the interim measure proposed by the Supplier and take a provisional measure of its own, provided dormakaba Nederland B.V. has compelling and reasonable arguments for doing so. dormakaba Nederland B.V. can also demand in that case that a Performance of another Supplier is temporarily also used as a provisional measure. The costs for the provisional measure concerned will be the responsibility of the Supplier.

7.3 Insofar as the Performance to be supplied consists of the delivery of goods, a packing list must be present. This packing list must be attached in a clearly visible location on the outside of the transport packaging. The packing list must also show the order number(s) of dormakaba Nederland B.V., as well as the item number(s), quantities, item description(s) and if applicable, the name of the contact person.

7.4 With successive deliveries of Products, the Supplier must ensure that the last delivery has at least the same production date or version number as the preceding delivery of these Products.

7.5 The Supplier and dormakaba Nederland B.V. can reach a consensus that Products with a previous production date or version number than for the most recent delivery can be supplied. These Products cannot be exchanged free of charge if the Product does not meet the provision in article 12 (quality and guarantee) of these conditions, regardless of the results of any inspection, check and/or test.

7.6 Making a Delivery includes making all associated auxiliary materials and documentation as referred to in articles 10 and 13 of these General Purchasing conditions of dormakaba Nederland B.V. available. If necessary for the correct use of the Product, the Supplier will provide a training module for the workers of dormakaba Nederland B.V. responsible for using the Product.

7.7 If dormakaba Nederland B.V. asks the Supplier to postpone the delivery, the Supplier will adequately package the Products, recognisably labelled for dormakaba Nederland B.V. and store, secure and insure them. Any reasonable costs associated with this can be passed on after prior consultation with dormakaba Nederland B.V.. and after written confirmation by dormakaba Nederland B.V.. Dormakaba Nederland B.V. will confirm the agreements made about these costs within eight days from making them.

7.8 Inspection, checks and/or tests of the Products in conformity with the provision in article 16 does not amount to approval of delivery or purchase. A signature to acknowledge receipt does not amount to approval either.

7.9 If the Supplier intends to suspend the production and/or trade in Products that dormakaba Nederland B.V. is regularly buying in due course, it must inform dormakaba Nederland B.V. of this as soon as possible, to give dormakaba Nederland B.V. an opportunity to place a last Order. Products already ordered by dormakaba Nederland B.V. will be delivered at all times.

Article 8 Packaging and dispatch

8.1 The Product must be adequately packaged and labelled in conformity with European and national legislation and any additional rules stipulated by dormakaba Nederland B.V., in a manner to ensure that the Product will reach the agreed destination in a good condition.

8.2 In conformity with the previous clause, the Supplier is liable for damage caused by defective packaging. The Supplier is responsible for collecting or tacking back damaged Products and will make a new (undamaged) delivery of the Product within five working days without it resulting to additional costs for dormakaba Nederland B.V.. If dormakaba Nederland B.V. considers that there is urgency involved, the Supplier will deliver within a shorter term, without charging dormakaba Nederland B.V. extra for it.

8.3 A description of the content of the package can be found clearly and verifiably on the outside. If the content of the package must be stored or handled in a special manner, it must be indicated clearly and easily legible on the packaging.

8.4 All packaging (except return packaging) becomes the property of dormakaba Nederland B.V., unless the Parties agree otherwise. In the case of the latter, article 7.6 of these General Purchase conditions of dormakaba Nederland B.V. applies unimpaired. The Supplier must indicate in the packing list associated with the Product whether the Product is packaged in return packaging. Furthermore, the return packaging must be clearly marked as such by the Supplier. If it concerns return packaging with a returnable deposit, the Supplier must make a record of it.

8.5 The return shipment of return packaging will be at the expense and risk of the Supplier, to a destination to be specified. The return of this packaging will be arranged within seven days from dormakaba Nederland B.V. informing the Supplier in writing of the return consignment.

8.6 If the Supplier processes or destroys packaging at the request of dormakaba Nederland B.V., it will be at the risk and expense of the Supplier.

Article 9 Ownership

The Supplier guarantees to supply the full, unencumbered ownership of the Product. The Product will also be free from attachment. The ownership of the Product, as well as parts of the Product, will transfer after full payment, unless agreed otherwise.

Article 10 Auxiliary materials

10.1 Materials, unused or unprocessed resources and auxiliary materials, tools, drawings, models, instructions, specifications, software and all other auxiliary materials made available by the Supplier or purchased or manufactured by the Supplier at the expense of dormakaba Nederland B.V. remain the property of dormakaba Nederland B.V. or will become the property of dormakaba Nederland B.V. after payment.

10.2 The Supplier is obliged to send the auxiliary materials referred to in article 10.1 at the latest with the last (part) delivery that the auxiliary materials relate to, back to dormakaba Nederland B.V.. This is only possible insofar as the nature of the material allows it.

10.3 A change or derogation from the materials and auxiliary materials referred to in article 10.1, as well as the use of these materials and auxiliary materials for, or in relation to any other purpose than the delivery of the Product to dormakaba Nederland B.V., is only permitted after prior written approval is obtained from dormakaba Nederland B.V.. This approval does not impair the guarantee obligations of the Supplier.

Article 11 Invoicing and payment

11.1 The supplier must submit a related invoice for each delivery.

11.2 The invoice must at least indicate the following information: reference number and/or order number, item description, item number, quantity, price, and if applicable the name of the contact person.

11.3 Invoices that do not meet the previous clause will not be paid. dormakaba Nederland B.V. will inform the Supplier in time of the fact that the invoice will provisionally not be paid.

11.4 Payment of the invoice will be made within 30 days after receipt of the invoice, provided the delivery has been approved. If the approval of a delivery also needs the approval of another organisation or authority, dormakaba Nederland B.V. is entitled to suspend part or all of the payment until the moment when this approval has been received.

11.5 dormakaba Nederland B.V. is entitled to (partially) suspend the payment if dormakaba Nederland B.V. establishes a shortfall in the fulfilment of the Agreement by the Supplier.

11.6 No partial payments and/or prepayments will be made, unless agreed otherwise in writing. In the event of a prepayment, dormakaba Nederland B.V. is entitled to expect in addition to or instead of transfer of ownership that the Supplier issues an unconditional and irrevocable bank guarantee or 403 statement at its expense in order to guarantee compliance with its obligations.

11.7 In the event of partial deliveries by the Supplier or partial payments by dormakaba Nederland B.V., the Supplier is entitled to expect in addition to or instead of the transfer of ownership that dormakaba Nederland B.V. issues an unconditional and irrevocable bank guarantee or letter of support [403 statement] at its own expense to guarantee compliance with its obligation.

11.8 Payment by dormakaba B.V. does not in any way entail a relinquishment of rights.

11.9 dormakaba Nederland B.V. is entitled to set off amounts that it is owed by the Supplier against the amounts that it owes the Supplier.

11.10 If dormakaba Nederland B.V. fails to pay on time, the Supplier will send dormakaba Nederland B.V. a reminder. Payment by dormakaba Nederland B.V. must be made within 14 days from receipt of the reminder. Payment terms are not final.

Article 12 Quality and guarantee

12.1 The Supplier vouches for it that the Products supplied:

- correspond to what has been agreed;
- have the agreed properties;
- are sound and free of Defects;
- match the agreed specifications and the supplied documentation;
- are suitable for the (special) purpose for which they are intended;
- meet the statutory requirements and other government regulations, including the European and national laws and regulations and the legislation of lower levels of government;
- comply with the highest requirements of the safety and quality standards and/or certification within the sector.

12.2 In the case of a Safety Notification or a Recall, the Supplier must inform dormakaba Nederland B.V. immediately after the necessity or cause for it has become known, but at the latest within 72 hours.

12.3 All costs that arise from a Safety Notification or Recall can be passed on to the Supplier.

Article 13 Documentation

13.1 The Supplier vouches that all technical documentation, operating instructions, instruction manuals, safety sheets that are necessary or prescribed for achieving the objective indicated by dormakaba Nederland B.V., are delivered as well. This documentation is produced in Dutch.

13.2 dormakaba Nederland B.V. is at liberty to reproduce the documentation for its own use.

13.3 If safety data sheets exist for a Product and/or packaging, the Supplier must always deliver those sheets immediately along and/or send them digitally to dormakaba Nederland B.V..

13.4 The Supplier ensures that new versions of the documentation referred to in clause 1 of this article are sent to dormakaba Nederland B.V..

Article 14 Parts

14.1 The Supplier is obliged to keep sufficient parts in stock, including spare parts and consumables for the Product supplied during the usual economic life, and to deliver them on a call-off basis.

14.2 The prices of the parts referred to in clause 1 are established based on the price at the time the Product is delivered. A price list of the parts concerned will be attached to the Agreement. These prices can only be increased based on the agreed indexation.

Article 15 Products

15.1 dormakaba Nederland B.V. will ensure in consultation with the Supplier that all the preparations are made and that all infrastructural measures (including the necessary renovations, installation of cables, equipment, etc.) are taken that are required for the installation, commissioning, operation, use and application of the Products.

15.2 If consumables are required for a correct use of the Products, the Supplier will supply those materials when the Products are delivered, unless agreed otherwise.

15.3 Prior to the commissioning of new Products, the Supplier must ensure that sound oral user instruction has been given. This user instruction must also be given to support services, for example, to a technical department.

Article 16 Inspection, Checks and Testing

16.1 Inspections, checks, and/or testing by dormakaba Nederland B.V. or by persons or bodies designated by dormakaba Nederland B.V. can take place both in advance, during or after the delivery of the Product.

16.2 To this effect, the Supplier will grant access to the places where the Product is produced or is stored and grants co-operation to the desired inspections, checks and tests and provides the necessary documentation and information if the inspection takes place before the delivery.

16.3 The Supplier will inform dormakaba Nederland B.V. in good time of the time when the inspections, checks and/or testing can take place.

16.4 The Supplier is entitled to be present at the inspection, check and/or testing.

16.5 If the Product is completely or partially rejected upon inspection, checking and/or testing, dormakaba Nederland B.V. will inform the Supplier of it in writing. The Supplier must provide an immediate replacement of the Product. The risk for the rejected Product transfers to the Supplier after dormakaba Nederland B.V. has sent the written statement.

16.6 If in the opinion of dormakaba Nederland B.V. the best-before date of the products to be delivered is too close to the expiry date, dormakaba Nederland B.V. is authorised to refuse those products. Refusal of the Product based on this clause does not entitle the Supplier to damages for any loss.

16.7 If the Product does not meet the provision in article 12 (quality and guarantee) of these conditions, regardless of the results of any inspection, checks and/or testing, the Supplier will repair or replace the Products at its own expense at the discretion of dormakaba Nederland B.V. upon first notice.

16.8 dormakaba Nederland B.V. is entitled to arrange for the repairs or replacement to be carried out by the Supplier or by third parties, at the Supplier's expense. This is an option in emergencies and after prior consultation with the Supplier from which it can be reasonably assumed that the Supplier is unable to perform the repair or replacement at all, in time or properly.

Article 17 Intellectual property

17.1 The Parties will not use the name of the counterparty directly or indirectly in publications, adverts or in any other way without the counterparty's prior permission.

17.2 The Supplier is responsible for it that using the Product, including the resale of the Product, or the use of auxiliary materials bought or produced by the Supplier for the benefit of dormakaba Nederland B.V. will not infringe patent rights, trademark rights, design rights, copyrights, database rights, rights to know-how or other (intellectual property) rights of third parties.

17.3 Anyone developing a specific Performance for dormakaba Nederland B.V. will transfer any Intellectual Property in advance to dormakaba Nederland B.V. through an Agreement. The Supplier will alert dormakaba Nederland B.V. to the creation of intellectual property rights and provide full co-operation to record those rights correctly in favour of dormakaba Nederland B.V..

17.4 The Supplier indemnifies dormakaba Nederland B.V. against any claims that may arise from any (alleged) infringement of the rights referred to in 17.2 and will reimburse dormakaba Nederland B.V. for all costs and loss directly or indirectly caused by such infringement, including the costs of legal support. These obligations will continue after the Agreement is terminated.

Article 18 Confidentiality

18.1 The Parties will keep all information that they have learn or are given strictly confidential from third parties, except from third parties engaged to carry out the Agreement. The Parties will not disclose information about the supplied Products to third parties, except with the prior written agreement of the other Party.

18.2 In the event of a statutory obligation or judicial order to disclose information obtained in the context of the Agreement, the Parties will immediately inform each other of it.

18.3 The Parties undertake to their counterparty to impose the obligations referred to in the previous clause of this article on those commissioned to carry out the Agreement on behalf of the Supplier. The Supplier warrants to dormakaba Nederland B.V. that this obligation is complied with.

Article 19 Protection of personal data

19.1 The Supplier undertakes that all laws and regulations relating to the processing of personal data are and will continue to be observed. The Supplier will provide dormakaba Nederland B.V. with information requested on that subject in writing without delay.

19.2 If personal data are processed in the context of the implementation of the Agreement, the Supplier will enter into a processing agreement with dormakaba Nederland B.V..

Article 20 Liability

20.1 The Supplier is liable for direct loss incurred by dormakaba Nederland B.V. or by third parties as a result of a Defect in a Performance it supplied that impairs the safety or other properties that can be expected of the Performance. Direct loss comprises all loss incurred by dormakaba Nederland B.V. or by third parties as a result of attributable not complying in full or on time with an obligation arising from the Agreement with the Supplier. This loss also includes full extrajudicial and judicial costs that dormakaba Nederland B.V. incurred as a result of the Defect or non-compliance. Direct loss is in any case taken to include: direct trading loss, loss of production, lost sales and/or loss of profit, decrease in value of products, as well as amounts that would have formed part of the implementation costs if the assignment would have been carried out properly from the start.

20.2 The Supplier is liable for direct loss incurred by dormakaba Nederland B.V. or by third parties as a result of the actions or omissions of persons acting on behalf of the Supplier or matters the Supplier involved in carrying out the Agreement through his intervention.

20.3 For the application of this article, people working on behalf of dormakaba Nederland B.V. are considered as third parties.

20.4 For the loss described in this article, the liability for compensation is a maximum of EUR 1,250,000 per event, with a maximum of EUR 2,500,000 per year. The maximum threshold does not impair the rights set out in article 12 or the loss to the Performance itself.

20.5 The Supplier must take out adequate insurance and allow dormakaba Nederland B.V. to inspect the policy as well as evidence showing that the premium was paid on time. The Supplier is obliged to assign the right to all payments of insurance claims to dormakaba Nederland B.V. at the first request in relation to claims made by dormakaba Nederland B.V..

Article 21 Termination

21.1 The Supplier is in default in the following cases without the need for a notice of default or judicial intervention:

- if applying for a suspension of payment;
- if applying for bankruptcy;
- if its assets are seized;
- if the business is closed down, partially or completely taken over, merged or undergoes a significant change in control;
- if it is offered out-of-court debt rescheduling.

dormakaba Nederland B.V. is entitled in those circumstances to terminate part or all of the Agreement with immediate effect, without the need for a notice of default or judicial intervention, and to suspend the execution of the Agreement. Dissolution of the Agreement does not prejudice the right to damages and other rights, without dormakaba Nederland B.V. accruing any liability for damages.

21.2 dormakaba Nederland B.V. is entitled to terminate the agreement based on a default arising from article 16.7.

21.3 If dormakaba Nederland B.V. asks for an amendment as referred to in article 4 and the proposed price and/or delivery time is unreasonable in dormakaba Nederland B.V.'s opinion in proportion to the nature and scope of the amendment, dormakaba Nederland B.V. is entitled to dissolve the Agreement by means of a written notice to the Supplier. A termination based on this clause leads to neither Party being entitled to damages.

21.4 If dormakaba Nederland B.V. is entitled to terminate the agreement, dormakaba Nederland B.V. will also be entitled to dissolve related Maintenance Agreements and other Related Agreements, even if there are no independent shortcomings in the Agreements concerned.

21.5 In the event of an attributable shortcoming on the Supplier's side, the Supplier is obliged to compensate dormakaba Nederland B.V. for any extrajudicial and court costs.

21.6 The Supplier is not entitled to invoke any right to suspend performance or any right of setoff against dormakaba Nederland B.V..

21.7 All claims that dormakaba Nederland B.V. may have or get in the cases described in this article against the Supplier will be immediately payable in full.

21.8 If the Agreement that dormakaba Nederland B.V. entered into contravenes prevailing public procurement legislation as a result of amended European or national legislation or a court ruling, dormakaba Nederland B.V. is entitled to dissolve the Agreement without judicial intervention. In that case, dormakaba Nederland B.V. will not be liable for paying the Supplier compensation, regardless of the nature or scope of the loss resulting from the termination.

Article 22 Notice of termination

In the event of continuing performance contracts, dormakaba Nederland B.V. is at all times entitled to terminate the Agreement, provided it gives a notice period of at least six months. dormakaba Nederland B.V. will not be liable for paying the Supplier compensation following a termination in those circumstances. Unfair contract term reductions are exempt from this provision.

Article 23 Continuing obligations

Obligations that are by their nature intended to continue even after termination of the Agreement will continue to exist after the Agreement and Related Agreements are terminated. Those obligations include:

- keeping spare parts available (article 14);
- indemnification for breaching intellectual property rights (article 17);
- the obligations that arise in the interest of confidentiality (article 18);
- the protection of personal data (article 19);
- applicable law and the choice of an address for service (article 24).

Article 24 Applicable law and disputes

24.1 The Agreement and all Agreements arising from it or related to it are solely governed by the law of the Netherlands. The Vienna Sales Convention shall not apply.

24.2 All disputes that may arise between the Parties from the Agreement or Agreements arising from it will be taken to the competent court in the district where dormakaba Nederland B.V. has its registered office.

CONDITIONS APPLICABLE TO CONSIGNMENTS ON APPROVAL

Article 25 Procedure

25.1 dormakaba Nederland B.V. must provide the Supplier with a written order ('order for trial installation'). If not explicitly indicated otherwise, the applicable 'trial installation agreement' will automatically apply, unless the parties agree otherwise.

25.2 The Supplier must indicate on the 'trial installation form' when the requested or agreed trial period ends, as well as on what day the equipment on trial will be collected if dormakaba Nederland B.V. has not decided to buy the equipment by then. The Supplier delivers the equipment complete and ready for operational use.

25.3 All the Supplier's proposals for agreements regarding consignments on approval must be submitted to dormakaba Nederland B.V. in writing. The Supplier can only assert its rights in this respect provided dormakaba Nederland B.V. accepted those proposals in writing.

Article 26 Rights and obligations

26.1 The Supplier will make sufficient consumables available to dormakaba free of charge enabling it to make adequate use during the period on approval of the equipment supplied on approval.

26.2 If the correct use of equipment on approval requires consumables, the Supplier will supply those materials to dormakaba Nederland B.V. free of charge upon delivery of the equipment on approval, unless agreed otherwise. In addition, dormakaba Nederland B.V. will have the option of using consumables already in its possession, after the Supplier has agreed to it.

26.3 dormakaba Nederland B.V. will ensure, in consultation with the Supplier, at its own expense and responsibility, that all the preparations are made and that all infrastructural measures (including the necessary renovations, installation of cables, equipment, etc.) are taken that are required for the installation, commissioning, operation, use and application of the equipment supplied on approval.

26.4 Solely if the Supplier has given a quote in advance for the costs of decommissioning, disassembling and removing the equipment on approval and if dormakaba Nederland B.V. has approved that quote, and if dormakaba Nederland B.V. decides after the end of the agreed trial period to buy the equipment on approval, will dormakaba Nederland B.V. be liable for these costs.

26.5 During the trial period, the Supplier is liable for the necessary and prescribed maintenance and checks of the equipment. dormakaba Nederland B.V. will provide the Supplier access to the equipment on approval concerned for that purpose.

26.6 The Supplier will check the operation of the equipment in advance and must release the equipment for use in the manner described in the trial installation form. The Supplier is also responsible for supplying the correct user documentation and if the equipment requires it, for giving the correct instruction for using the equipment. dormakaba Nederland B.V. will ensure that the users of the trial equipment will be available to receive that instruction. The Supplier has the same product liabilities for trial equipment and equipment on approval as applicable to standard purchases.

26.7 The Supplier carries the full risk for the equipment supplied on approval, unless in the event of gross negligence or neglect on the side of dormakaba Nederland B.V. during the trial period while using the equipment on approval.

26.8 Consignments on approval do not generate any obligation for dormakaba Nederland B.V. to buy, purchase nor any other obligations.

Article 27 Ownership and risk for goods on consignment and on loan

27.1 The Supplier retains the risk of products held on Consignment until the moment when dormakaba Nederland B.V. takes the Product in use. The moment the Product is put into use applies as the time of delivery.

27.2 The Supplier will top up the stock at the latest on the following work day, after dormakaba Nederland B.V. made it known through an Order that it has taken products in use.

27.3 The Supplier undertakes to insure the products in Consignment until the moment when the risk has transferred to dormakaba Nederland B.V. pursuant to article 9.

27.4 dormakaba Nederland B.V. will handle the Products with due care and diligence during the Consignment period.

27.5 In the event of a Consignment, the Supplier will only issue an invoice after receiving confirmation that the Product has been taken in use by dormakaba Nederland B.V..

27.6 The Supplier can recover products given in Consignment after consultation with dormakaba Nederland B.V., or if the agreed period has ended.

27.7 If it appears after Products that have been approved and taken in use by dormakaba Nederland B.V. do not meet the specified requirements after all, dormakaba Nederland B.V. is entitled to complain to the Supplier within 14 days from discovering a Defect. In that case, dormakaba Nederland B.V. is not responsible for a decrease in value of the Product.

27.8 The Supplier remains the owner of the Products it gives on loan to dormakaba Nederland B.V. and will continue to carry the risks for those products. dormakaba Nederland B.V. does not owe any payment or consideration for the loan, except for payment of the consumables used. In the event of products on loan, articles 27.4 and 27.6 apply accordingly. In the event a product given on loan shows signs of wear or defects, the Supplier will replace or repair the Product at its own expense at the request of dormakaba Nederland B.V., unless dormakaba did not treat the Product with due care and diligence.

CONDITIONS FOR PROVIDING SERVICES AND ACCEPTING WORK

Article 28 Personnel, equipment and materials

28.1 Personnel deployed to carry out the Agreement must demonstrably meet the (special) requirements specified by dormakaba Nederland B.V. and furthermore the general requirements of professional competence and expertise.

28.2 If the personnel is insufficiently competent in the judgement of dormakaba Nederland B.V., the Supplier is obliged at the first indication of dormakaba Nederland B.V. to replace the members of staff concerned immediately, taking into account the stipulation in the previous clause of this article. Apart from that, the Supplier will only temporarily or permanently replace staff that is used for a longer period at dormakaba Nederland B.V. if it is undeniably necessary, and only after prior consultation with dormakaba Nederland B.V.. The new staff will have at least the same knowledge and experience as the staff that is replaced, without it resulting in higher costs for dormakaba Nederland B.V. The replacement will not involve any costs for dormakaba Nederland B.V. in relation to the hand-over of activities.

28.3 dormakaba Nederland B.V. is authorised to inspect and examine all materials and equipment used by the Supplier for carrying out the Agreement and to identify staff that is deployed by the Supplier for the fulfilment of the Agreement.

Article 29 Site and building of dormakaba Nederland B.V.

29.1 Before starting to carry out the Agreement, the Supplier must familiarise itself with the circumstances that may influence the execution of the Agreement on the site and in the building of dormakaba Nederland B.V. where the works are due to take place

29.2 Costs caused by delays in the execution of the Agreement, caused by the aforementioned circumstances, are at the expense and risk of the Supplier.