

General Terms and Conditions of Purchase and Special Conditions of the dormakaba Group Companies Having Their Registered Offices in Germany

A. General Terms and Conditions of Purchase

1. Scope

- (1) These Terms and Conditions of Purchase are the subject of all orders placed by dormakaba International Holding GmbH, DORMA Platz 1, D-58256 Ennepetal (in the following referred to as **dormakaba**), as well as the enterprises affiliated with it in accordance with sections 15 f. German Stock Corporation Act (*AktG*) having their registered office in Germany (in the following jointly referred to as the **dormakaba Group** – individual group companies also referred to as **dormakaba**) and apply exclusively.
- (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 expressly agrees to them or parts of them in text form.
- (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.
- (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 is required.
- (5) Reference to the applicability of statutory provisions is made for clarification purposes only. Even without such clarification, the statutory provisions will therefore apply insofar as they are not directly amended or expressly excluded by these General Terms and Conditions of Purchase.

2. Conclusion of contract

- (1) dormakaba will send the Supplier a written order.
- (2) The Supplier may accept orders from dormakaba only within the period of commitment possibly stated in the order or within a period of five (5) working days (Monday to Friday) following the stated date of the order by way of written confirmation or implicitly, in particular by shipping the goods.

- (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.
- (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) 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.
- (3) 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.
- (4) 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.
- (5) The Supplier will bear the procurement risk in accordance with section 276 (1) German Civil Code (*BGB*) for its deliveries and services, unless expressly agreed otherwise in individual cases (in particular if a limited obligation in kind (*Gattungsschuld*), an obligation in kind restricted to available stocks (*Vorratsschuld*) or a specific obligation (*Stückschuld*) is agreed).

3. Compliance with legal requirements and the code of conduct / quality management system / objection notification

- (1) The Supplier is required to comply with the state of the art in science and technology at the time the contract is concluded.
- (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) Furthermore, the Supplier is required to comply with the provisions of the dormakaba code of conduct. Upon request by the Supplier, it will be sent to the Supplier free of charge .
- (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. 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.
- (5) The Supplier is required to test the products to be delivered in accordance with the German 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.
- (6) The Supplier's deliveries and services must comply with Directive 2011/65/EC ("RoHS") on the restriction of the use of certain hazardous substances in electrical and electronic equipment and with Regulation 2006/1907/EC ("REACH"). The Supplier further undertakes to deliver only products that do not contain any tin, tantalum, tungsten or gold from the Congo or the bordering countries of the "DRC" region.
- (7) 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 or in text form 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

- (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.
- (2) dormakaba does not accept reservations of title by the Supplier.

- (3) The Supplier's respective delivery or service must be accompanied by detailed documentation in German language according to the current state of the art at the time of conclusion of the contract.
- (4) If the Supplier provides deliveries or services not from Germany but from another country, 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.
- (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 delays in processing.
- (6) Prior to the dispatch of the goods, dormakaba is to be informed in writing or in text form of the value, weight and the date of dispatch.
- (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.
- (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.
- (9) If the Supplier intends to discontinue delivery of spare parts for the contractual delivery item after expiry of the period specified in paragraph (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 paragraph (8).
- (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.
- (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 culpably 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

- (1) The agreed dates for delivery and/or service are binding.
- (2) The Supplier is required to notify dormakaba without delay in writing or in text form 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 culpable breach of the above duty by the Supplier.
- (3) The Supplier can appeal to a lack of necessary documents to be provided by dormakaba only if it expressly demanded them in a timely manner from dormakaba in writing or in text form.

6. Default

- (1) Default by Supplier: If the contractually agreed delivery or service deadlines are culpably exceeded, the Supplier will be deemed in default without need for a reminder. The Supplier is required to notify dormakaba without delay in writing or in text form 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.
- (2) If the Supplier is in default, dormakaba will be entitled to full statutory claims. dormakaba may, in particular, claim damages in lieu of performance and/or withdraw from the contract.
- (3) If the Supplier is in default, 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 can also be claimed up to 14 calendar days after receipt of the service without reference to such a reservation being necessary. The contractual penalty will be deducted from the total default loss which has been asserted.
- (4) First, the statutory provisions apply with regard to the occurrence of default with acceptance by dormakaba. In deviation from this, however, the Supplier must expressly offer its services to dormakaba even if a fixed or fixable calendar date has been agreed for action or cooperation of dormakaba (for example, provision of material). If dormakaba

ba is in default with acceptance, the Supplier is entitled to demand compensation for its additional expenses pursuant to the statutory provisions (see section 304 German Civil Code). If the contract concerns non-fungible items (custom-made items) that are to be manufactured by the Supplier, the Supplier is entitled to further rights only if dormakaba has undertaken to assist and is responsible for failure to assist.

7. Passage of risk on delivery of goods

- (1) The risk will pass to dormakaba upon arrival of the goods at the agreed place of delivery (DDP Incoterms 2020).
- (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

- (1) If the purchase is a commercial transaction for both parties, the following applies: dormakaba will inspect the goods immediately upon 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. The notification of defects will be deemed filed in a timely manner if it is sent to the Supplier within **15 calendar days** of receipt of the goods or, in the case of hidden defects, of their discovery.
- (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

- (1) The Supplier is initially required to deliver goods that are 100% defect-free. In the event of defects, dormakaba will be entitled to full statutory warranty claims. In particular, 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.
- (2) If costs are incurred by dormakaba as a result of the culpably 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.
- (3) If dormakaba rightly asserts claims as a result of the culpably defective delivery or service, the Supplier must pay dormakaba a lump sum compensation for expenses of

50 EUR (gross). dormakaba reserves the right to assert further claims. On the other hand, the Supplier is entitled to prove that no expenditure or less expenditure was incurred by dormakaba as a result of this.

- (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 legitimate claims which third parties assert against dormakaba based on legal defects. This indemnification duty does not apply if the Supplier is not responsible for the legal defect.
- (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.
- (6) Warranty claims against the Supplier lapse 36 months after the passage of risk in the case of purchase agreements and 36 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.
- (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 in text form or declared to dormakaba that the defect has been eliminated or refuses to continue the attempt to remedy the defect in writing or in text form to dormakaba.

10. Product liability

- (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 culpable 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.
- (2) The statutory provisions apply with regard to the liability of the Supplier.

- (3) From the time of the first conclusion of the contract with dormakaba, the Supplier undertakes towards dormakaba for a period of up to 36 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; if dormakaba is entitled to further compensation claims, these will remain unaffected. 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

- (1) The agreed prices are binding and fixed prices plus statutory VAT – including all discounts, surcharges, packaging, freight and customs costs. Should the parties agree otherwise, the following will apply: The Supplier is to ship the contractual items at the lowest possible cost in each case, unless dormakaba has specified a particular mode of transport to the Supplier. 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.
- (2) After fulfilment of the contract, the invoices to be issued in duplicate are to be sent to the invoice address stated in the order, separately for each order. Order numbers must be indicated. All accounting documents must be included.
- (3) Invoices for agreed partial services must be marked "Partial Services Invoice", final invoices must be marked "Outstanding Services Invoice".
- (4) Price increases can only be imposed on dormakaba by the Supplier if they are expressly agreed in the contract.

13. Terms of payment

- (1) Payments will be due, unless otherwise agreed, within 20 days with a 3% discount or within 30 days net.

- (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 German, will also be required for the deliveries or services to be deemed complete.
- (3) Discount deduction is also permissible if dormakaba offsets or reserves a reasonable amount of payments owing to defects; the payment period will begin once all defects have been remedied.
- (4) Payments do not constitute acknowledgement that deliveries and services rendered comply with the terms of the contract.
- (5) 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 German 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

- (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.
- (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.
- (3) Assignments and other transfers of rights and duties of the Supplier outside the scope of section 354 a) German Commercial Code (Transferability of monetary claims) are excluded.

15. Rights of use and intellectual property rights

- (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.

- (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 German or English (text form is sufficient).
- (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. The statutory provisions will apply in addition.

- (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.
- (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.
- (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

- (1) dormakaba reserves 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.
- (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.
- (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 owns the tools on behalf of dormakaba and dormakaba acquires indirect possession. 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 paragraph 4 apply.
- (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; culpable failure to do so does not affect claims for compensation.

- (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 as a genuine contract for the benefit of third parties (*echter Vertrag zugunsten Dritter*) in the same way. The Supplier is liable for all damages incurred by dormakaba from the culpable breach of this obligation.
- (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 or in text form to dormakaba immediately.
- (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 culpable 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 (section 315 German Civil Code). This may be judicially reviewed and reduced at the request of the Supplier (section 315 III German Civil Code). 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

- (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.
- (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), the German export list or the US export list or are subject to US re-export regulations.
- (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.
- (4) If the Supplier culpably 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

- (1) The parties are required to treat confidentially all confidential information of the other respective party and its affiliated enterprises within the meaning of section 15 ff. German Stock Corporation Act (*AktG*) that is made known to it in connection with or while executing the contract, and use it only for the contractually agreed purposes. The duty of confidentiality does not apply 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 business secrets within the meaning of section 2 no. 1 German Trade Secrets Act (*GeschGehG*) 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.
- (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.
- (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.
- (4) If any confidential information of one party has become known to the other party, upon termination of this Framework Agreement it will, 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

- (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.
- (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.
- (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 paragraph 1.
- (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.
- (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. Place of performance, choice of law, place of jurisdiction

- (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.
- (2) These Terms and Conditions of Purchase and the contractual relationship between dormakaba and the Supplier are governed exclusively by the law of the Federal Republic of Germany. The UN Convention on the International Sale of Goods (CISG) and other international uniform laws are expressly excluded. Any claims of a non-contractual nature in connection with these Terms and Conditions of Purchase or the contractual relationship are governed exclusively by the law of the Federal Republic of Germany.
- (3) 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; this excludes electronic form (section 126a German Civil Code) and text form (section 126b German Civil Code). Section 305b German Civil Code (Priority of individually agreed terms) remains unaffected for individual agreements of any kind.
- (4) All notices (such as setting of a deadline, reminder, declaration of withdrawal) and other communications must be in text form (within the meaning of section 126b German Civil Code) 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.
- (5) If the Supplier is a businessman within the meaning of the German Commercial Code, a legal person under public law or a special public-law fund, the place of jurisdiction for any disputes arising directly or indirectly from the business relationship will be Ennepetal. In addition, dormakaba is entitled, at its own discretion, to sue the Supplier at the court of its registered office or branch office or at the place of jurisdiction of the place of performance.

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

1. Scope of application / deviations

- (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.
- (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

- (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) For the provision of the contractual services, dormakaba will pay the Supplier the remuneration agreed in the respective Individual Contract.
- (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.
- (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

- (1) The Supplier will notify dormakaba immediately in writing or in text form 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 culpably changes or extends its service or delivery without prior express consent, the Supplier will compensate dormakaba for all damages or expenses arising from this. The statutory provisions will apply in addition.

- (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 or in text form. 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. German Minimum Wage Act

- (1) The Supplier assures that it will comply with all obligations from the German Minimum Wage Act. In particular, the Supplier assures that the employees or subcontractors employed by it and used within the scope of the services to be provided for dormakaba will receive at least the statutory minimum wage or the wage from the respectively binding regulation on the due date and that no further deductions apart from the statutory deductions will be made. At the request of dormakaba, the Supplier is required to provide evidence of payment of the minimum wage by the Supplier and/or its subcontractors.
- (2) The Supplier is required to indemnify dormakaba from all claims (including fines) which a third party asserts against dormakaba as a result of culpable actions or omissions on the part of the Supplier due to a violation of the German Minimum Wages Act, in particular due to falling short of the statutory and/or collectively agreed minimum wage.
- (3) In the event of claims against dormakaba by third parties, dormakaba may make appropriate deductions from the contractually agreed remuneration up to the amount of the client's claims for securing the costs associated with the claims.

5. Objection notification

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

6. Exchange of personnel

- (1) dormakaba is entitled to demand the exchange of one employee (m/f) for another (m/f) 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.
- (2) The exchange of personnel by the Supplier requires the prior written consent of dormakaba.

- (3) All costs associated with an exchange of personnel as mentioned in paragraph (1) are borne by the Supplier.
- (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 paragraph (1).

7. Entering the works premises

- (1) Entry to the dormakaba works premises must be reported to the doorman in good time.
- (2) The technical instructions of the dormakaba staff must be followed.

8. Acceptance

- (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.
- (2) A fictitious acceptance, for example through the putting into use of the contractual items (including their intended use) by dormakaba, is excluded. Partial acceptances are also not permissible.
- (3) In all other respects, the provisions of statutory law apply.

(Last revised: June, 15th 2020)