

**General Terms and Conditions
of the dormakaba Group Companies having their registered offices in Germany in their dealings with Contractual Partners**

1. General/scope

- 1.1 The following General Terms and Conditions apply to all legal relationships between
- dormakaba Deutschland GmbH, DORMA Platz 1, 58256 Ennepetal, Germany,
 - dormakaba International Holding GmbH, DORMA Platz 1, 58256 Ennepetal, Germany
 - Silca GmbH, Siemensstr. 33, 42551 Velbert Germany and
 - Hüppe Raumtrennsysteme GmbH, Industriestraße 5, 26655 Westerstede, Germany
 - or any other company affiliated with dormakaba Deutschland GmbH pursuant to Section 15 f. German Stock Corporation Act (AG) with its registered office in Germany
- (in the following referred to in each case as **dormakaba or we/us**) and a contractual partner (in the following **CP**). *In the case of contracts for work and services/work and materials, the Special Terms and Conditions for Contracts for Work and Services/Work and Materials listed below under B., in the case of contracts for the sale of software, the Special Terms and Conditions for the Sale and Transfer of Software listed below under C., and in the case of maintenance/service contracts, the separate General Terms and Conditions for Service will take precedence.* All of the above General Terms and Conditions can be viewed and printed under www.dormakaba.de. On request, dormakaba will also send them to the respective CP free of charge.
- 1.2 General terms and conditions of purchase or other general terms and conditions of the CP deviating from these General Terms and Conditions are applicable only if dormakaba has expressly consented to their validity. Performance of the contract by dormakaba will not replace such written confirmation even if done in the knowledge of conflicting or deviating terms and conditions of the CP.
- 1.3 The General Terms and Conditions apply exclusively to *entrepreneurs* within the meaning of section 14 German Civil Code (*BGB*), meaning natural or legal persons or partnerships with legal capacity who acquire the goods or services for commercial or independent professional use and to persons under public law and special funds under public law.
- 1.4 dormakaba reserves its unrestricted ownership and copyright-protected exploitation rights to cost estimates, drawings and other documents (in the following: **Documents**). This also applies to documents marked "confidential". All documents referred to in clause 1.4 may only be made accessible to third parties with the prior consent of dormakaba and, if the order is not placed by the CP, must be returned to dormakaba without undue delay and without being requested to do so. The above provisions apply accordingly to CP's Documents; they may, however, be made accessible to such third parties to whom dormakaba has been permitted to subcontract. Companies affiliated with dormakaba within the meaning of sections 15 ff. German Stock Corporation Act (*Aktiengesetz*) are not deemed third parties.
- 1.5 dormakaba reserves the right to make design changes customary in trade. Data of dormakaba products not marked as having tolerances, as shown on the internet or in dormakaba catalogues and/or brochures, are also subject to production-related deviations and changes that are customary in trade and/or industry, in particular due to production-related circumstances and used materials.
- 1.6 Catalogues and data and information published on the internet are constantly being revised. Descriptions, illustrations and drawings provided therein are non-binding and have neither the character of information as to quality nor that of a guarantee.
- 1.7 Even in the case of call-off orders or acceptance delays caused by the customer, dormakaba is entitled to procure the material for the entire order and to produce the entire order quantity immediately or to buy the entire order quantity ahead. Any change requests by the CP can therefore no longer be taken into account once the order has been placed

unless this has been expressly agreed between dormakaba and the CP.

- 1.8 Call-off orders must be called off and accepted in a timely manner at the agreed time in the agreed partial quantity. In the case of call-off orders that do not stipulate term, batch sizes and acceptance dates, dormakaba may request a binding determination of the acceptance date no later than two months after order confirmation. If the CP fails to comply with its obligation to accept delivery within three weeks, dormakaba will be entitled to set a final two-week grace period and to withdraw from the contract or to refuse delivery if this also has passed without success, and to claim compensation if the other statutory prerequisites are satisfied.
- 2. Conclusion/amendments of contract/force majeure etc.**
- 2.1 The prices and terms of delivery are in general based on individual contracts. Unless otherwise determined, the following applies: The prices are ex works (Incoterms 2020) plus applicable value added tax at the time when the remuneration claim is due but excluding packaging. The CP must bear packaging costs and will be invoiced separately. If dormakaba only refers to a list price when concluding the contract, the price valid on the day of delivery and stated in the dormakaba price list valid at that time will apply.
- 2.2 Unless otherwise agreed in the contract, dormakaba will be entitled to unilaterally increase the remuneration accordingly in the event of an increase in material production costs and/or procurement costs for material and/or products and/or services, wage and ancillary wage costs, social security contributions and energy costs and costs due to environmental requirements, travel costs and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges if these directly or indirectly influence the goods production costs or procurement costs or the contractually agreed service costs and if there are more than four months between conclusion of the contract and delivery. An increase in the aforementioned sense is precluded where the increase of any or all of the aforementioned cost factors would be outweighed, relative to the total cost burden for the delivery, by a cost reduction in other of the factors mentioned (balancing of costs). If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the reduction of costs will be passed on to CP by a reduction in price.
If the new price or the remuneration is 6 % or more above the original price due to the aforementioned right of price adjustment, the CP will be entitled to withdraw from contracts not yet fully performed with regard to the part of the contract not yet performed. However, the CP may assert this right only without undue delay after notification of the increased price.
- 2.3 If dormakaba has assumed responsibility for set-up or assembly and unless otherwise agreed, then in addition to the agreed consideration, the CP will bear all necessary ancillary costs, such as travel expenses, transport costs, and per diems. If services are carried out at the CP's request outside dormakaba's normal business hours, for example after 6 pm or on Sundays or public holidays, the CP must pay for these additionally in accordance with the prices stated in dormakaba's price list valid at the time of the service or - if a contractual agreement has been made to the contrary - in accordance with the contractually agreed prices.
- 2.4 Drawings, illustrations, measurements, weights or other performance data are only binding if this is expressly agreed.
- 2.5 The contractual relationship is only entered into once dormakaba has confirmed the order. If no such confirmation is given, the contractual relationship is created by actual delivery based on the content of mutual agreements.
- 2.6 Minor changes and/or technical adjustments of the object of performance to the state of the art of science and technology, design improvements or changes in materials or components are permissible without the consent of the CP if the properties owed are retained.

- 2.7 dormakaba shall not be liable for impossibility or delay of performance insofar as it is based in each case on force majeure or another event which was not foreseeable at the time of the conclusion of the contract and for which dormakaba is not responsible (force majeure; e.g. disruption of operations of any kind, fire, natural disasters, epidemic, pandemic, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lock-outs, shortage of labour, shortage of energy or raw materials, delays in any necessary official approvals, official/sovereign measures).
- 2.8 dormakaba shall also not be liable for the impossibility or delay of performance insofar as it is caused by the currently ongoing epidemic/pandemic of the SARS-CoV-2 (COVID-19) coronavirus or its after-effects; such disruptions or delays also constitute cases of force majeure. The CP is aware of the currently ongoing epidemic/pandemic and the uncertainty of further developments (in particular, but not exclusively, the further spread of the epidemic/pandemic and further direct or indirect plant shutdowns and/or infrastructure closures and/or raw material shortages and the possibility that dormakaba's performance could be negatively affected thereby).
- 2.9 dormakaba shall also not be liable for impossibility or delay of performance by its sub-suppliers to the extent that such impossibility or delay occurs for reasons for which dormakaba is not responsible despite proper and sufficient coverage prior to the conclusion of the contract with the CP in accordance with the quantity and quality owed under the delivery or service agreement with the CP (congruent coverage).
- 2.10 If dormakaba becomes aware of an event within the meaning of Clauses 2.7, 2.8 or 2.9, dormakaba shall inform the CP without delay. Any performance periods/dates envisaged shall be automatically extended/postponed by the duration of the event plus a reasonable start-up period. If such events make it considerably more difficult or impossible for dormakaba to provide the service and are not only of temporary duration, dormakaba shall be entitled to withdraw from the contract. If the CP is no longer interested in the performance of the service by dormakaba after the event within the meaning of Clauses 2.7, 2.8 or 2.9 has ceased to exist, the CP shall also be entitled to withdraw from the contract.
- 3. Delivery/partial delivery**
- 3.1 Partial deliveries are permissible if this is reasonable for the CP and are invoiced separately.
- 3.2 If dormakaba takes back goods in individual cases as a gesture of goodwill, which in any event requires its express prior written consent, the CP must pay a handling fee for this which depends on the value of goods and is to be agreed case by case; in addition, the costs necessarily incurred by dormakaba on remarketing the goods must be met based on the sums expended. dormakaba will issue the CP with a credit note for the goods taken back taking into account these costs; cash refunds are precluded. The CP is entitled to prove that dormakaba has incurred no (or only minor) expenses as a result of the return.
- 3.3 Disposal of defective or removed (replacement) parts is not part of the contractual services, unless otherwise agreed. Notwithstanding this, however, dormakaba may choose to provide the (replacement) part only against return of the removed (replacement) part; in such case, the removed (replacement) part will again become the property of dormakaba.
- 4. Delivery period and default**
- 4.1 Delivery deadlines can only be met if all the Documents, permits and clearances required, in particular plans, to be provided by the CP are provided in due time and if the CP complies with agreed terms of payment and other obligations (in particular the payment of agreed advance payments/security deposits) and fulfils all necessary cooperation obligations incumbent on it. If the CP does not fulfil these obligations in good time, dormakaba's delivery deadlines will be extended by the corresponding period of time between the contractually agreed due date for the CP's action and the date on which CP fulfils its obligations that it has fallen behind with, unless dormakaba is responsible for the delay.
- 4.2 The deadlines will be extended appropriately if they cannot be met because of one of the circumstances listed below:
- virus or other attacks by third parties on dormakaba's IT system where these occurred despite the usual care being taken as regards protective measures,
 - impediments based on German, US and other applicable national, EU or international foreign trade law regulations or on other circumstances for which dormakaba is not responsible in each case.
- 4.3 Upon request by dormakaba, the CP must state within seven calendar days whether it withdraws from the contract on account of the aforementioned delay in delivery or insists on delivery.
- 4.4 If shipment or delivery is delayed at the CP's request by more than one month following notification of the fact that the goods are ready for shipment, dormakaba will be entitled to put the delivery items into storage and charge the CP storage fees amounting to 0.5 % of the net price of the delivery items for each additional month or part thereof, up to a maximum of 5 % of the net price of the delivery items. If dormakaba stores the delivery items with third parties, dormakaba may claim the storage costs actually incurred from the CP. However, the CP may prove in each case that no expense was incurred by dormakaba or that the expense incurred was lower. In addition, dormakaba is entitled to exercise its statutory rights. The above provisions set out in clause 4.4 will also apply if the CP fails to make an agreed instalment.
- 5. Terms of payment, default with payment, set-off**
- 5.1 Unless otherwise agreed, the remuneration for the respective delivery or service will be due and payable without deduction within seven calendar days after receipt of the goods or provision of the service.
- 5.2 Payments are only deemed to have been made once credited to a bank account of dormakaba. Payments made by the CP to third parties, in particular to purchasing associations and/or cooperative purchasing organisations, will not be of debt-discharging effect towards dormakaba unless dormakaba expressly requested the CP to do so or assigned the claim to such association or organisation.
- 5.3 Where invoices from deliveries and services are paid via the SEPA basic and core direct debit scheme, the CP will receive advance information on direct debit collection no later than one day before the due date, stating the amount to be collected, the due date, dormakaba's Creditor Identifier and the CP's mandate reference. This advance information can be provided separately in the form of a letter, fax and email, but also together with the transmission of the invoice to be collected.
- 5.4 The CP will only be entitled to deduct a discount on the basis of an express agreement with dormakaba if all payments that may be claimed by dormakaba – including any instalments – are credited in full to dormakaba's account within the discount period.
- 5.5 *Any agreed discounts, rebates or other benefits are subject to the resolutive condition that insolvency proceedings are opened or applied for in respect of the CP's assets.*
- 5.6 dormakaba may refuse performance if, after conclusion of the contract, it becomes apparent that its claim for payment is jeopardised by the CP's inability to perform. The right to refuse performance will lapse if CP effects counter-performance or provides security for it. dormakaba may set a reasonable deadline within which the CP, at its discretion, must effect payment or provide security for the service provided concurrently in return. Once the deadline has expired without result, dormakaba may withdraw from the contract and/or demand compensation.
- 5.7 dormakaba may set off all claims which the CP has against dormakaba against all claims which dormakaba, or those companies in which dormakaba has a direct or indirect majority participation under corporate law, is entitled to against the CP. Upon request, dormakaba will inform the CP which companies are majority holdings of dormakaba within the meaning of this clause 5.7.

6. Claims based on defects of CP

- 6.1 Notwithstanding section 434 German Civil Code (BGB), the goods are deemed free from material defects if they have the properties agreed in the contractual specification or, in the absence of such, the properties listed in dormakaba's technical data sheet on signing. The following sections of the German Civil Code (BGB) remain unaffected: section 434 (2) no. 3 and section (3) no. 4 (accessories and instructions), section 434 (3) no. 2b) (characteristics on the basis of public statements and advertising), and section 434 (3) (last sub-section) (non-binding effect of public statements for seller). dormakaba is not responsible for any other properties of the delivery item, in particular (i) the usual quality the purchaser can expect for goods of this type, (ii) suitability as assumed under the contract (iii) suitability for normal use, (iv) the quality of a sample or specimen.
- 6.2 For contractual relationships subject to the sale of goods act relating solely to the delivery of goods, the CP is entitled to the following claims based on defects against dormakaba. In the case of claims for defects of the CP arising from contracts for work and services or contracts for work and materials, the Special Terms and Conditions for Contracts for Work and Services and Contracts for Work and Materials under B. will take precedence or apply in addition, and in the case of claims for defects based on sales contracts for software, the special terms and conditions under C. will take precedence or apply in addition.
- 6.3 Claims based on material defects by the CP are conditional on the CP having fulfilled its obligations to inspect and notify us of defects pursuant to section 377 German Commercial Code (HGB) duly in writing or in text form. In the event of a breach of the obligation to provide notice of defects, the delivered goods are deemed to have been contractually approved with regard to the defect in question. Failure to provide notice of defects in due form and time will preclude any claim based on breach of duty due to material defects with regard to the defect in question. This does not apply in the event of intentional, grossly negligent or malicious action on the part of dormakaba, in the event of injury to life, limb or health or the giving of a guarantee of freedom from defects or the assumption of a procurement risk under section 276 German Civil Code (BGB) or other mandatory statutory liability events. The statutory special provisions will remain unaffected upon final delivery of the goods to a consumer (supplier recourse, sections 445a, 445b, 478 German Civil Code (BGB)).
- 6.4 Notification of material defects must be made in writing or text form and must include a precise description of the defect. The CP must notify dormakaba of any recognisable material defects (in particular transport damage, excess delivery or delivery of less quantity than requested and aliud deliveries) without undue delay, but no later than 12 calendar days after collection in the case of delivery ex works or store, otherwise after delivery, hidden material defects must be notified to dormakaba without undue delay after discovery and no later than within the limitation period for warranty claims under clause 6.12. In case of damage in transit, the CP must obtain a damage assessment from the rail operator or post office, or a similar assessment from the carrier, without undue delay after arrival of the goods at the place of performance.
- 6.5 The CP must give dormakaba the opportunity to check for material defects to the extent required for this purpose and to make the rejected goods available for inspection at the place of performance without undue delay and at its own expense. dormakaba is not required to inspect unsolicited goods for defects and may refuse to accept them. If once the allegedly defective goods have been checked the goods prove to be free from defects, and if the CP is responsible for the unjustified notice of defects, the goods will be sent back to the CP at its expense. In such cases, dormakaba is also entitled to invoice the CP for all necessary costs incurred as a result of the unjustified notification of defects, in particular the costs of the inspection within the scope of the usual remuneration.
- 6.6 The CP may withhold payments only where there is no doubt as to their justification. The CP may not exercise a right of retention if its claims based on defects have become time-barred.
- 6.7 Defects in part of the delivered goods do not entitle the CP to reject the entire delivery, unless a partial delivery is of no interest to the CP.
- 6.8 In the event that any parts or services are defective, dormakaba may choose to remedy these defects, replace them or provide replacement delivery free of charge within a reasonable deadline if this defect existed at the passage of risk. The CP must give dormakaba the time and opportunity necessary to carry out the remedy.
- 6.9 dormakaba will not assume additional costs, such as, for example, transport, travel, material, installation or removal costs.
- 6.10 In the event of failure or impossibility of subsequent performance, the CP may withdraw from the contract or reduce the purchase price. In addition, the CP may demand compensation or reimbursement of expenses in accordance with clause 8.
- 6.11 Claims based on defects on the part of the CP are precluded in the following cases:
- in the event of insignificant deviation from the agreed quality;
 - in the event of insignificant impairment of usability;
 - in the event of natural wear and tear;
 - in the event of defects or damage occurring after the transfer of risk as a result of improper use of the goods, excessive use, use of unsuitable operating materials, faulty construction work, unsuitable subsoil or which arise owing to special external influences which are not stipulated under the contract;
 - in the event of non-reproducible software errors;
 - in the event of defects or damage resulting from the fact that the CP itself or a third party improperly installed or commissioned the goods, or improperly installed or commissioned modifications or goods, or carried out modifications or repair work and the defect is based thereon;
 - in the event of defects or damage due to failure to carry out maintenance or improper maintenance, to the extent the defect is based thereon;
 - in the event of defects due to improper storage by the CP or third parties, to the extent the defect is based thereon.
- 6.12 The limitation period for claims for subsequent fulfilment, rescission, reduction or compensation is two years after commencement of the statutory limitation period, unless otherwise stipulated in individual contracts or a different, mandatory, longer limitation period applies by law
- under section 438 (1) no. 2 German Civil Code (BGB),
 - under section 479 (1) German Civil Code (BGB),
 - under section 634 a) (1) no. 2 German Civil Code (BGB),
 - in the event of fraudulent concealment of a defect,
 - in the event of fraudulent intent or wilful misconduct,
 - in the event of gross negligence,
 - in the event of injury to life, limb or health,
 - in the event statute provides for longer limitation periods, in particular liability under the German Product Liability Act (*ProdHaftG*) or
 - in the event of non-compliance with an assumed guarantee as to quality or assumption of a procurement risk under section 276 German Civil Code (BGB).
- This has no effect on the statutory provisions for suspension of statute of limitations, suspension and recommencement of the periods.
- 6.13 The CP has a right of recourse against dormakaba according to sections 478, 445a/b German Civil Code (BGB) ("recourse of the contractor") only if the CP has not entered into any agreements with its purchaser that go beyond the statutory claims based on defects. Clause 6.4 applies accordingly to the scope of the CP's right of recourse against dormakaba pursuant to section 478 (2) German Civil Code (BGB).
- 6.14 *Unless expressly agreed in writing, dormakaba assumes no guarantee or procurement risk for the quality of the contractual goods (section 443 German Civil Code (BGB)).* dormak-

aba also only delivers from its own stock (Vorratsschuld [obligation in kind restricted to available stocks])).

7. Industrial property rights/copyrights/defects in title

- 7.1 Unless otherwise agreed, dormakaba must provide the delivery free of industrial property rights and copyrights of third parties (in the following: **Property Rights**) in the country of the agreed place of delivery or use. If a third party files legitimate claims against the CP owing to the breach of Property Rights concerning deliveries made in compliance with contract, dormakaba will be liable to the CP in the case of culpable breach of duty within the period specified in clause 6.12 above as follows:
- dormakaba will at its own expense and discretion either obtain a right of use for the deliveries in question, modify them while retaining the properties owed in such a way that the Property Rights are not infringed, or replace them. If this is not possible for dormakaba on reasonable terms, the CP is entitled to exercise its statutory rights to rescind the contract or reduce remuneration.
 - dormakaba is only liable to pay compensation and/or reimbursement of expenses within the scope of clause 8.
 - The above obligations on the part of dormakaba require that the CP informs dormakaba without undue delay in writing or in text form of the claims asserted by the third party, does not acknowledge an infringement and that all defensive measures including settlement negotiations are reserved for dormakaba. If the CP discontinues the use of the delivery for reasons of mitigation of damages or other important reasons, it is required to inform the third party that this discontinuation of use does not imply any acknowledgement.
- 7.2 To the extent that the CP is responsible for the infringement of Property Rights, it may not assert any claims against dormakaba based on the infringement of property rights. Section 254 German Civil Code (*BGB*) (contributory negligence) remains unaffected.
- 7.3 The CP may not assert any claims for infringement of Property Rights if and to the extent that the infringement of Property Rights is caused by special specifications of the CP, by an application not agreed or intended for the dormakaba product or by the fact that the delivery is modified by the CP or used together with goods not delivered by dormakaba and this causes the infringement of Property Rights.
- 7.4 In the event of infringements of Property Rights, the provisions of clauses 6.5, 6.6 and 6.11 also apply to the claims of the CP referred to in clause 7.1. In the event of other defects of title, the provisions of clause 6 apply in addition. Claims of the CP against dormakaba and its vicarious agents on the grounds of defects of title over or other than those set out in this clause 7 are precluded.
- ## 8. Compensation/reimbursement of expenses
- 8.1 Unless otherwise provided in these General Terms and Conditions (including this Clause 8), dormakaba shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 8.2 dormakaba shall be liable - on whatever legal grounds - without limitation for damages for losses caused by a wilful or grossly negligent breach of duty or by a legal representative or vicarious agent of dormakaba.
- 8.3 In the event of a simple or slightly negligent breach of duty by dormakaba or a legal representative or vicarious agent of dormakaba, dormakaba shall be liable (subject to a milder standard of liability in accordance with statutory provisions, e. g. for care in its own affairs or for minor breaches of duty) only for
- a) - without limitation - for damages resulting from injury to life, body or health.
 - b) for damages resulting from the violation of essential contractual obligations. Material contractual obligations are those whose fulfilment is essential to the proper performance of the contract and on whose compliance the CP regularly relies and may rely. In these cases, however, the liability of dormakaba is limited to the amount of the damage typical for

the contract and foreseeable at the time of conclusion of the contract.

- 8.4 The limitations of liability in Clause 8.3 shall not apply where dormakaba has wilfully concealed a defect or has given a guarantee of quality or assumed a procurement risk. Furthermore, any mandatory statutory liability, in particular under the Product Liability Act, shall remain unaffected.
- 8.5 Insofar as the liability of dormakaba is excluded or limited, this shall also apply to any personal liability of the organs, legal representatives, employees, staff and vicarious agents of dormakaba.
- 8.6 The statutory burden of proof will remain unaffected by the above provisions. The defence of contributory negligence (section 254 German Civil Code (*BGB*)) is also reserved.
- 8.7 The terms "compensation" and "claims for compensation" in these General Terms and Conditions also include claims for reimbursement of futile expenditure.
- ## 9. Retention of title
- 9.1 dormakaba retains ownership of the goods delivered by it (in the following: **Reserved Goods**) until all its claims against the CP arising from the business relationship have been fulfilled. This applies irrespective of whether the claims against the CP are present or future, conditional or limited claims. If all security interests to which dormakaba is entitled exceed all secured claims by more than 10 %, dormakaba will release a corresponding part of the security interests at the CP's request; dormakaba may freely choose between different security interests.
- 9.2 The CP must treat the Reserved Goods with care, store them separately and mark them as Reserved Goods. In particular, the CP is required to insure the Reserved Goods adequately against the risk of theft, burglary, fire, and water damage on a replacement value basis at its own expense. As long as the retention of title exists, the CP may not pledge or transfer the Reserved Goods as security. In the normal course of business, the CP may resell the Reserved Goods, but only under the condition that the reseller receives the purchase price from its buyer or also agrees a retention of title with the buyer.
- 9.3 In the case of resale of the reserved goods, the CP hereby assigns to dormakaba its future claims from the resale against its purchasers by way of security. This includes all ancillary rights and any balance claims. dormakaba hereby expressly accepts the assignment of the CP.
- ## 10. Processing, combination, mixing of the Reserved Goods; collection of claims
- 10.1 The CP may process the Reserved Goods, mix them with other items or combine them. Processing is carried out in the name of and on behalf of dormakaba. The CP keeps the resulting new item for dormakaba with the due care of a prudent businessman. The new item is also deemed to be Reserved Goods.
- 10.2 If the items are combined or mixed with other items not belonging to dormakaba, dormakaba will in any case have joint ownership in the new item in the ratio of the value of the combined or mixed Reserved Goods to the value of the other goods at the time of combination or mixing. The new item is also deemed to be Reserved Goods.
- 10.3 The provision on the assignment of claims under clause 9.3 also applies to the new item. However, the assignment will only apply up to the amount corresponding to the value of the processed, combined or mixed Reserved Goods subject invoiced by dormakaba.
- 10.4 In the case of connection of the Reserved Goods with real estate or movable items, the CP will also assign its claim which it is entitled to as remuneration for the combination with all ancillary rights as a security to dormakaba, in the ratio of the value of the combined Reserved Goods to any other combined goods at the time of combination. dormakaba hereby expressly accepts the assignment.
- 10.5 The CP will remain entitled to collect the claim even after it has been assigned. This does not affect dormakaba's right to collect the claim itself. However, dormakaba will not collect the claim if the buyer meets its payment obligations from the proceeds collected, is not in default with payment and, in particular, has not filed a petition for insolvency/bankruptcy

- proceedings and there is no cessation of payment. After prior warning and setting of a reasonable deadline, dormakaba will be entitled to disclose the assignment by way of security, to realise the assigned claims and to demand that the CP disclose the assignment by way of security to its buyer.
- 10.6 The CP must inform dormakaba without undue delay of any enforcement measures against the Reserved Goods or of other interventions by third parties. If the third party is unable to reimburse the costs incurred by dormakaba in court or out of court of a third party claim in opposition pursuant to section 771 German Code of Civil Procedure (*ZPO*), the CP is liable for the damages incurred by dormakaba in this respect.
- 10.7 If the CP is in default with payment under the contract concluded with dormakaba, dormakaba will be entitled, after a reasonable deadline set for the CP has expired without result, to perform and after dormakaba has withdrawn from the contract to repossess the goods; the statutory provisions on waiving a period of grace remain unaffected. The CP is then after dormakaba's withdrawal from the contract required to surrender the goods; it entitles dormakaba to enter its premises to collect the goods. The taking back or assertion of the retention of title or the seizure of the Reserved Goods by dormakaba itself does not constitute a withdrawal from the contract unless dormakaba has expressly declared this.
- 10.8 If the CP has already assigned claims to third parties from the resale of the products delivered or to be delivered by dormakaba, in particular on the basis of factoring with or without recourse or has concluded other agreements on the basis of which dormakaba's current or future security rights from the retention of title can be impaired, it must notify dormakaba thereof without undue delay. In the event of recourse factoring, dormakaba will be entitled to withdraw from the contract and demand the return of products already delivered. The same applies in the case of non-recourse factoring if the CP is unable to dispose freely of the claim's purchase price under the contract with the factor.
- 10.9 If, in the case of deliveries abroad in the importing country, certain additional measures and/or declarations regarding the agreement of the retention of title are necessary on the part of the CP for the effectiveness of the aforementioned retention of title or the other rights specified there, the CP must carry out such measures and/or declarations without undue delay at its own expense or make these declarations in due form. dormakaba will cooperate in this to the extent necessary. If the law of the importing country does not permit retention of title but allows dormakaba to reserve other rights to the delivery item, dormakaba can exercise all rights of this kind at its own discretion (section 315 German Civil Code (*BGB*)). Where this fails to achieve an economically and legally equivalent security of our claims against the CP, the CP is obligated to provide dormakaba without undue delay and at its own expense with other suitable security interests for the delivered goods or other security interests at dormakaba's reasonable discretion (section 315 German Civil Code (*BGB*)). The CP's right to judicial review and correction (section 315 III German Civil Code (*BGB*)) remains unaffected in each case.
- 11. Trademarks, copyright notices, alphanumeric identifier**
Trademarks, copyright notices or alphanumeric identifiers of the products including documentation must not be changed.
- 12. Compliance**
Within the framework of the execution of the respective contract concluded with dormakaba, the CP undertakes to comply with the dormakaba Code of Conduct valid at the time of conclusion of the contract, which will be sent to the CP free of charge on request or can be viewed online at www.dormakaba.de.
- 13. Export control/product authorisation/import regulations**
13.1 In the absence of deviating contractual agreements with the CP, the delivered goods are intended to be placed on the market for the first time within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany, to the country of first delivery agreed with us by the CP (first country of delivery).
- 13.2 The CP is responsible for compliance with the laws of the country in which it conducts business. When transferring, exporting and returning goods or providing services with a cross-border element, the CP must comply with all export regulations and other trade-restrictive measures. The CP is itself obligated to obtain in good time all necessary official permits or other certificates required under relevant export regulations and embargoes insofar as it exports the products supplied by us or has them exported by us. The CP will indemnify us against all legal consequences arising from the violation of such provisions and, where appropriate, pay damages.
- 13.3 If we are prevented from timely delivery due to the duration of the necessary and proper execution of an application, approval or examination procedure under customs or foreign trade law through no fault of our own, the delivery period will be extended commensurately by the duration of the delay caused by this official procedure; claims for damages by the CP against us are precluded in this respect, unless we have contractually assumed liability under a guarantee towards the CP.
- 13.4 If, through no fault of our own, obstacles arise under export control and embargo law between conclusion of the contract and delivery or performance of the service, and also in the event of the assertion of warranty rights, which make the performance of the delivery or service temporarily or permanently impossible or unreasonable for us, we are entitled to withdraw from the contract or from the individual delivery or service obligation.
- 14. Confidentiality**
14.1 The Parties shall treat all Confidential Information of the respectively other Party and its Affiliates that is made known to them in connection with or while executing this Framework Agreement, any Individual Contract, as strictly confidential 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 Applicable Laws, also for the time after they leave the company - to maintain confidentiality or if the other Party has agreed to disclosure.
- 14.2 "Confidential Information" shall mean Business Secrets and other confidential information of an economic, legal, financial, technical or fiscal nature which relate to the business activities, customers or employees of the Parties and which are designated as such or are by their nature to be regarded as confidential, irrespective of whether and how it is documented or embodied.
- 14.3 The term "Confidential Information" does not include information which (i) are in the public domain or are or become publicly accessible (unless as a result of a breach of this Framework 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.
- 14.4 If a Party is required by Applicable Laws to make Confidential Information of the respectively other Party available to a public authority, it shall be authorized to do so. The scope of disclosure will be kept as small as possible; the respectively other Party shall be informed without delay and, if possible, before the Confidential Information is released to the public authority.
- 14.5 If any Confidential Information of one Party has become known to the respectively other Party, the receiving Party will, upon termination of this Framework Agreement and written request by the disclosing Party, immediately and at its own expense, at the discretion of the disclosing Party either surrender all Confidential Information (including all embodiments, data carriers and copies) to the disclosing Party or destroy them to the extent feasible with reasonable effort

and will prove this to the disclosing 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.

- 14.6 The confidentiality obligation will remain in effect for a period of five years upon termination of this Framework Agreement. If and to the extent that disclosed confidential information represents Business Secrets, then irrespective of this clause 14.6, the obligations shall continue to apply for an indefinite duration. Any entitlement to termination subject to statutory notice is accordingly ruled out.

15. Choice of law/place of performance

- 15.1 The legal relations between dormakaba and the CP are exclusively subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 15.2 The place of performance (unless otherwise contractually agreed) and the exclusive place of jurisdiction is the court with subject-matter jurisdiction at the registered office of dormakaba.

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

1. Scope

In the first instance, the General Terms and Conditions of Business of the companies of the dormakaba Group listed above form the basis for all contractual relationships between the following companies of the dormakaba Group

- dormakaba Deutschland GmbH, DORMA Platz 1, 58256 Ennepetal, Germany,
- dormakaba International Holding GmbH, DORMA Platz 1, 58256 Ennepetal, Germany,
- Silca GmbH, Siemensstr. 33, 42551 Velbert, Germany and
- Hüppe Raumtrennsysteme GmbH, Industriestraße 5, 26655 Westerstede, Germany
- or any other company affiliated with dormakaba Deutschland GmbH pursuant to section 15 f. German Stock Corporation Act (*AktG*) and having its registered office in Germany

(referred to in the following as dormakaba or we/us) and a contractual partner (referred to in the following as CP). For contracts for work and materials, and for contracts for work and services, the following special terms and conditions apply in addition and with priority.

2. Duties to cooperate

- 2.1 Unless expressly agreed otherwise, the CP assumes the following duties to cooperate in addition to the contractual agreements, in particular:
- 2.2 The CP ensures continuous processing of the order. It specifies the binding manufacturing dimensions or a binding measurement of the finished work and releases drawings without undue delay following receipt.
- 2.3 The CP is responsible for ensuring that the following on-site conditions are met when it provides performance:
- All wiring and power supply necessary to connect the dormakaba products. These must be installed by a recognised electrician and comply with the latest VDE standards. The mains connection must also be capable of being switched off in accordance with VDE 0100 § 29-7 and secured against accidental and unauthorised switch-on. Separate proper fuse protection must be provided for each unit.
 - Required cables and lines matching the selected equipment in the manufacturer's cable diagram and setting of the flush-mounted boxes, marking of the installation positions for control units (programme/emergency switches, push-buttons, readers, controls, etc.) by the customer.
 - Door periphery wiring connected by the customer.
 - If the construction height exceeds 2 m, approved climbing aids and scaffolding must be provided by the customer.
 - Necessary masonry, caulking, plastering and connection work completed.
 - Barrier-free access to the installation site and cleaning of the working area before installation work starts; sufficient parking space in the working area.
 - One-metre reference level mark (*Meterriss*) near the door.
 - Executional planning prepared by the CP
 - Work area closed off for the duration of installation.
 - Delivery items and working materials of dormakaba and its vicarious agents on the CP's premises to be secured against theft and damage pending acceptance.
 - Access to relevant premises for performance and the necessary authorisations for this purpose
 - Timely notification of required passwords and network addresses for IT relevant to the execution of the order
 - Expert support from the CP's IT specialist or the end user with system rights where the CP's IT is involved in relation to the order
 - Flooring in the door area to be in the following condition:
 - for automatic sliding doors: finished floor;

- for sliding swing doors in escape routes: finished floor with a recess in the sliding area of the hinged door, in the swinging area of the door leaves and side parts there must be a slight gradient of the floor to ensure that the elements disengage in the event of a panic;
- recesses for floor rails, if they are part of the order.
- Sufficient fastening for the particular application and the later strain on the unit to be mounted (the relevant data can be found in the technical documentation).
- Corresponding inspection openings for false ceilings or wall cladding.
- Installation of electric door openers including cables (cables in doorframe)
- Timely advance delivery of glass provided by the customer to the production plant.
- Pre-delivery of door leaves provided by the customer to the installation site.
- Timely pre-delivery of special components to the relevant dormakaba production facility by the customer.

2.4 If commissioning has been ordered, the CP is also responsible for ensuring that the following preliminary work has been completed by the customer:

- Execution and completion of all necessary masonry and caulking work, in particular wall recesses.
- Sufficient number of built-in flush-mounted sockets for control units and programme switches;
- Proper installation of the electrical cables including the mains connection pursuant to dormakaba cable diagrams.
- Completion and complete mechanical drive mounting of all components and peripherals belonging to the unit.
- Completion and complete mechanical drive mounting, including hooking in the door leaves, side parts and vision panel windows.
- Installation of floor sliders, required safety equipment such as pulse generators (radar, infrared), safety barriers including cable laying. In addition, for pneumatically controlled units, installation of the pulse generator and routing of the connecting tube.
- Specified voltage must be available.

2.5 Supply the necessary information to enable the initial risk assessment in accordance with the regulations/standards applicable at the time of performance.

2.6 If the CP culpably violates its duty to cooperate, dormakaba is entitled to claim compensation. If the CP fails to cooperate, dormakaba's execution periods will be extended by the period between the original due date of the duty to cooperate and its fulfilment, plus a reasonable restart period.

3. Payments on account

The CP must make payments on account in line with the progress of the construction work and verifiable by measurement.

4. Claims for defects

For contracts for work and services, the duty to give notice of defects standardised under clause 6.2 of the above General Terms and Conditions does not apply.

5. Acceptance

5.1 Acceptance of the contractual services must take place immediately after completion of the work. The CP must ensure that an authorised party is present. If the acceptance does not take place at this time for reasons for which the CP is responsible, dormakaba will set a reasonable deadline in writing for the determination of a date and performance of the acceptance with reference to the consequences of it expiring without the required response.

5.2 If the acceptance does not take place within the set period as a result of the CP's failure to react or cooperate, the contractual services will be deemed accepted on expiry of the period.

5.3 dormakaba is entitled to demand partial acceptance from the CP for stand-alone partial services.

6. Place of jurisdiction

In case of contracts for work and services, dormakaba is also be entitled

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C. Special conditions for the sale and transfer of software

1. Scope

In the first instance, the General Terms and Conditions of Business of the companies of the dormakaba Group listed above form the basis for all contractual relationships between the following companies of the dormakaba Group

- dormakaba Deutschland GmbH, DORMA Platz 1, 58256 Ennepetal, Germany,
- dormakaba International Holding GmbH, DORMA Platz 1, 58256 Ennepetal, Germany,
- Silca GmbH, Siemensstr. 33, 42551 Velbert, Germany and
- Hüppe Raumtrennsysteme GmbH, Industriestraße 5, 26655 Westerstede, Germany
- or any other company affiliated with dormakaba Deutschland GmbH pursuant to section 15 f. German Stock Corporation Act (*AktG*) and having its registered office in Germany

(referred to in the following as dormakaba or we/us) and a contractual partner (referred to in the following as CP). *The following special terms and conditions apply in addition and with priority to contracts for the sale or permanent transfer of software programmes including data carriers, programme adapters, programming keys or documentation (referred to in the following as **Software**), irrespective of the form of transfer.*

2. Service/performance

- 2.1 Unless expressly agreed otherwise, dormakaba delivers the Software in the version currently offered by dormakaba on signing (unless an express distinction is made, Software includes standard and individual software). In the absence of an express agreement to the contrary, dormakaba will assume no guarantee in the legal sense, nor procurement risk.
- 2.2 Unless expressly agreed otherwise, the Software's source code is not the subject matter of the contract in the case of standard software and will not be made available to the CP.
- 2.3 Clause 2.2 also applies to individual software.
- 2.4 In derogation of section 434 German Civil Code (*BGB*), the Software will be free from material defects if its properties meet dormakaba's product description and the properties of any agreed specification. The following sections of the German Civil Code (*BGB*) remain unaffected: section 434 (2) no. 3 and (3) no. 4 (accessories and instructions), section 434 (3) no. 2b) (characteristics on the basis of public statements and advertising), and section 434 (3) (last subsection) (non-binding effect of public statements for seller). dormakaba is not responsible for any other properties of the delivery item, in particular (i) the usual quality the purchaser can expect for goods of this type, (ii) suitability as assumed under the contract (iii) suitability for normal use, (iv) the quality of a sample or specimen.
- 2.5 The CP is obligated to ensure contractually agreed installation conditions prior to commencement of performance. Unless expressly agreed otherwise, the CP must inform itself about the essential properties of the Software - including compatibility with other software and hardware - prior to signing. If there are doubts in this regard, the CP must seek information from dormakaba or qualified third parties prior to signing. Upon the CP's express request, dormakaba will inform the CP of the Software's possible uses and conditions of use. This information does not constitute a consultancy contract; the latter requires an express agreement between dormakaba and the CP.
- 2.6 The CP must pay separately for the use of any hotline services by the CP - unless expressly agreed otherwise - in accordance with the current price list. This does not apply if it is a matter of asserting a software defect that objectively exists.

3. Rights of use

- 3.1 dormakaba grants the CP a non-exclusive, temporally and geographically unlimited right to use standard software. The CP may only use this to the extent contractually agreed. The CP is not entitled to modify, disassemble or decompile dormakaba's software, except in the cases permitted by law

(e. g. section 69 e German Copyright Act (*UrhG*)) or unless otherwise expressly agreed.

In relation to the CP, dormakaba is entitled to all copyrights on Software produced by dormakaba within the meaning of sections 69 a to 69 g German Copyright Act (*UrhG*).

- 3.2 Clause 3.1 also applies to custom software, unless otherwise contractually agreed.
- 3.3 The right to use the Software passes to the CP only on full payment of the purchase price. In addition, the provisions set out in the above General Terms and Conditions of the dormakaba Group companies regarding retention of title in clause 9 apply.
- 3.4 The CP may make a copy of the Software for backup purposes. In doing so, it must also copy, without changing, the alphanumeric identifiers, trademarks and copyright notices and keep a record of the whereabouts of the copies. Documentation may only be copied in-house.
- 3.5 The CP may use the Software on any hardware available to it; in doing so, it must observe the system requirements for the respective software version specified by dormakaba in the installation prerequisites that form an integral part of the contract. If the CP changes the hardware, it must permanently delete the Software from the previously used hardware by overwriting it.
- 3.6 The CP is entitled to sell or give away the right to use standard software to third parties, provided that the third party agrees to the continued validity of these General Terms and Conditions for the benefit of the CP. In any event, it may only deliver a standard version of the Software to the third party. It must also return backup copies of the Software to the third party or destroy the backup copies that are not returned. At the same time, it must completely and definitively cease all use of the Software.
- 3.7 Unless expressly otherwise agreed, the CP must ensure that standard software, copies thereof and related documentation are not leased to third parties without the prior written permission of dormakaba.
- 3.8 Clauses 3.6 and 3.7 also apply to custom software, unless otherwise agreed in the contract.
- 3.9 The above provisions set out in this clause 3 also apply to all procedural techniques and expertise that became known to the CP in connection with the software handover, i.e. in particular such non-public knowledge of dormakaba that is only known to a restricted group of people, for which dormakaba has a commercial interest in maintaining secrecy and for which dormakaba's intention to maintain secrecy becomes outwardly apparent and is embodied.
- 3.10 The CP undertakes, even beyond the duration of this contract, not to make available to third parties, in whole or in part, the Software or dormakaba's procedural techniques and expertise that may have become known to it in connection with performance of the contract, for example within the meaning of the aforementioned clause 3.9 – other than in the exceptions named in clause 3 (1-5). The CP warrants that none of its employees or third parties use the Software or procedural techniques and expertise that may have become known to it in connection with the performance of the contract, in whole or in part, for purposes other than the use specified in clause 3.

4. Notice of defects and liability for material defects

- 4.1 In addition to the provisions of the above General Terms and Conditions of the companies of the dormakaba Group regarding the CP's claims for material defects set out in clause 6, the following applies:
- 4.2 A software defect is not deemed to exist if a dormakaba software product is incompatible with other manufacturers' software components, unless expressly agreed otherwise or listed in the documentation as an obligation in accordance with dormakaba's product description.
- 4.3 The identifiable defects that must be reported without undue delay, but no later than 12 calendar days after delivery in accordance with clause 6.3, also include in particular the omission of instruction manuals or significant, readily visible deficiencies in them. They also include all cases where some-

thing other than agreed or an insufficient quantity of something is delivered.

- 4.4 In the case of a Software defect, dormakaba will meet its warranty obligations by providing the CP with new, defect-free Software of its choice (subsequent delivery) or remedies the defect (rectification). Defect-free Software can also be provided by making it possible for the CP to download the Software. This does not affect dormakaba's obligation to take back the previous software deliverable.
- 4.5 The rectification can initially be rendered by dormakaba in the form of a time-limited workaround if the resulting impairment in the Software's functionality is no more than insignificant.
- 4.6 Contrary to clause 6.12 of the above provisions set out in the General Terms and Conditions of the dormakaba Group companies, the limitation period for claims arising from poor performance due to material defects (warranty) is one year. This does not apply to claims under a guarantee, the assumption of a procurement risk within the meaning of section 276 German Civil Code (*BGB*), claims due to injury to life, limb or health, fraudulent, intentional or grossly negligent conduct on the part of dormakaba or its vicarious agents, or if in the cases of sections 478, 445a/b German Civil Code (*BGB*) (recourse in the supply chain), section 438 (1) no. 2 (construction of buildings and delivery of items for buildings) and section 634a (1) no. 2 German Civil Code (*BGB*) (construction defects) or if a longer limitation period is otherwise stipulated by law, in particular in the case of the German Product Liability Act (*ProdHaftG*). The above provision does not reverse the burden of proof. It begins on delivery of the Software to the customer.

5. Exclusion and limitation of liability

- 5.1 In addition to the provisions of the above General Terms and Conditions of the companies of the dormakaba Group regarding compensation/reimbursement of expenses in clause 8, the following applies:
- 5.2 In case of loss of the CP's data, dormakaba's liability is limited to the expenditure necessary to restore the lost data on the CP's system by means of existing backup copies. The CP is obligated to back up its data, regularly and to the extent necessary, e. g. by producing backup copies.

6. Third-party rights

- 6.1 dormakaba will defend the CP against all claims brought by a third party due to infringement of a right to the software or parts thereof, in particular industrial property rights or copyright for the Software and will assume costs and compensation payments imposed on the customer by a court of law in the event of a culpable breach of duty by dormakaba or assumption of a guarantee or statutory and mandatory liability. Section 254 German Civil Code (*BGB*) (contributory negligence) remains unaffected.
- 6.2 If claims within the meaning of clause 6.1 have been brought or are anticipated in dormakaba's view on the basis of objective indications, dormakaba may modify or replace the Software at its own expense, provided that the properties of the Software it is obligated to provide are retained, or it may obtain a right of use for the benefit of the customer.
- 6.3 In all other respects, the provisions set out in the above General Terms and Conditions of the dormakaba Group companies regarding industrial property rights/copyrights/defects of title in clause 7 remain unaffected.

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