

# General Terms and Conditions of Sale

## 1. Supervision of commercial relations

### 1.1. Purpose of the General Terms and Conditions of Sale

ASSA ABLOY France markets door opening solutions (hereinafter "the Products") and related services (hereinafter "the Services").

These general terms and conditions of sale (hereinafter "T&Cs") have been drawn up in consideration of good professional practices and practices based on the specificities of the profession and, as such, are freely inspired by the T&Cs proposed by the UNIQ (National Union of Hardware Industries).

These T&Cs are intended to apply to all contractual relations between ASSA ABLOY France and the professional client (hereinafter referred to as "the Client") and define the rights and obligations of each.

### 1.2. Position of the General Terms and Conditions of Sale

In accordance with Article L 441-1 of the French Commercial Code, these T&Cs constitute the sole basis for commercial negotiations. They apply to all sales concluded between ASSA ABLOY France and the Client, unless otherwise agreed in writing by ASSA ABLOY France.

Any order or acceptance of an offer from ASSA ABLOY France by the Client implies unreserved acceptance of these T&Cs, which the Client fully acknowledges.

The T&Cs may therefore not be modified by stipulations to the contrary contained in any document of the Client and in particular in the terms and conditions of purchase, which constitute only proposals by the Client.

The T&Cs shall defeat any contrary clauses formulated in any way by the Client unless ASSA ABLOY France has explicitly and expressly accepted them. Any derogation from the T&Cs, in favour of the Client, is justified by a counterparty. The T&Cs also include the rates of ASSA ABLOY France, and may be communicated to the Client upon simple written request from the Client. Any specific request for a format must be the subject of a special agreement.

As these T&Cs may be subject to subsequent amendments, the applicable version is the one in force on the date the order is placed.

### 1.3. Applicable legal regime

The resulting contracts and orders are governed by the law of the contract for work when they apply to the production of a product on the basis of specifications or to the provision of a service. They are governed by sales law only when they apply to the supply of standard products.

### 1.4. Contract documents

The sales contract concluded between ASSA ABLOY France and the Client (hereinafter "the Contract") consists of the following contractual documents, in descending order of priority:

- ASSA ABLOY France's offer or price proposal,
- the special terms and conditions expressly accepted by both parties,
- these T&Cs,
- the order accepted by ASSA ABLOY France,
- the delivery note,

- the invoice.

The following are not part of the Contract: commercial documents, catalogues, advertisements, price lists not expressly included in the Contract.

## 2. Offer

The description and possible illustration of the Products and/or Services are presented on the prices/catalogues.

The Client is required to refer to the description of each Product/Service in order to know the essential particularities before placing an order.

The photographs and/or graphics presented are not contractual and ASSA ABLOY France cannot be held liable.

Offers are subject to availability, as specified when the order is placed.

In the event of unavailability of the Product ordered, ASSA ABLOY France will inform the Customer and may offer a Product of equivalent quality and price.

ASSA ABLOY France may make changes or improvements to the Products, such as weight, packaging, catalogs and other documents, which are indicative. Any variation of these characteristics within reasonably acceptable tolerances shall not justify any cancellation of the order or refusal of delivery on the part of the Client.

ASSA ABLOY France reserves the right to modify or remove its range of Products, in particular because of its own supplies or for economic, technical or regulatory constraints. ASSA ABLOY France will make every effort to notify the Client as soon as possible. The Client declares that he or she has been informed of this and any modification or deletion in the range of Products cannot give rise to compensation.

ASSA ABLOY France's commercial offer is valid for a period of one month unless otherwise provided for by ASSA ABLOY France. Beyond the agreed deadline, the price and delivery times may be updated.

## 3. Order

### 3.1. Definition of the need

The Client, as a professional, is and remains responsible for defining and expressing his needs and those of his clients both at the stage of use and implementation (uses, purposes, constraints) of the Products, which he must take into account when choosing the Product/Service.

It is the responsibility of the Employer to verify, before placing any order, that the Products are suitable for the uses that the User has determined.

ASSA ABLOY France will take into account the express requests made by the Client and will make its best efforts to comply with them, within the limits of their technical feasibility, compliance with the Contract and the rules of the art.

### 3.2. Account opening and normality

Any order is placed subject to the opening of an account by ASSA ABLOY France, which may be subject to certain conditions that will be specified to the Client.

In addition, ASSA ABLOY France reserves the right to refuse any order that is abnormal or exorbitant or that is out of proportion to the Client's needs or financial capacities or from countries for which there is an embargo, an administrative restriction or that does not present a sufficient guarantee according to the French administrative authorities or international trade organizations.

ASSA ABLOY France is a company subject to the obligations of Article 17 of the Law of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life. As such, ASSA ABLOY France uses a third-party assessment system and reserves the right to process the legal data of third parties, as well as data of beneficial owners provided by third parties or consulted on the National Register of Companies.

### 3.3. Packaging unit

ASSA ABLOY France may refuse an order that does not comply with the minimum unit of packaging mentioned in its commercial documents.

### 3.4. Formation of the Contract

The Contract is only perfect subject to written confirmation by ASSA ABLOY France of the Client's order within a period provided for in the conditions specified by ASSA ABLOY France.

If the Customer's order differs from the offer of ASSA ABLOY France, it will only have effect to the extent of an express acceptance by ASSA ABLOY France of the discrepancies, in accordance with Article 1118 of the Civil Code.

The acceptance of the order by ASSA ABLOY France is made by any written means.

The Agreement shall be limited to the Products/Services expressly mentioned in the Agreement.

### 3.5. Modification/cancellation of the order

Any order accepted by ASSA ABLOY France may not be subject to any subsequent modification, cancellation or extension of the deadline unless expressly accepted in writing by ASSA ABLOY France.

ASSA ABLOY France reserves the right to make any modification or improvement to its Products at any time that it deems useful due to technical developments, without this being able to justify the cancellation of an order on the part of the Client, unless these modifications or improvements affect the essential characteristics of the Products (use, performance).

In the event of cancellation of the order by the Client of all or part of the order, ASSA ABLOY France shall be entitled to demand the performance of the Contract and the full payment of the price, in addition to any damages it may claim.

In the event of a termination of the Contract or cancellation of an order granted by ASSA ABLOY France, the deposits already paid will remain with it as a first indemnity and the Client must compensate it for all costs incurred and for all direct and indirect consequences that will result therefrom.

Any request for cancellation or modification must be notified in writing or according to the process specified by ASSA ABLOY France and include all references. Otherwise, no application can be studied by ASSA ABLOY France.

## 4. Packaging

Non-returnable packaging adapted to the Product, made according to the standard of ASSA ABLOY France will not be accepted. They comply with the applicable environmental regulations depending on the destination of the Products. If the Client wishes to have specific packaging (external, maritime, waterproof storage, etc.), he is required to expressly request this from ASSA ABLOY France at the time of ordering. The costs relating to the packaging mentioned in the offer are to be borne by the Customer. The Customer undertakes to dispose of the packaging in accordance with local legislation.

## 5. Price

Prices are net of any discount for packaged Products, deliverable in Metropolitan France and Corsica. Advance payments will not be discounted.

Prices are established in Euros, excluding taxes and customs, transport, insurance, specific packaging costs, and unless otherwise expressly agreed, for "ex-works" or warehouse provision of ASSA ABLOY France (FCA – ICC Incoterms in force at the conclusion of the Contract).

The prices correspond exclusively to the Products and Services specified in the order confirmation. Any variation in the quantity ordered by the Client, after the order confirmation, even if accepted by ASSA ABLOY France, will authorise it to modify the price and the conditions of sale, according to the price and pricing conditions in force on the date of the modification.

The Services as well as the Additional Products are invoiced in addition.

Unless otherwise specified, specific or application studies and pre-studies are not included in the price.

The provisions of Article 1223 of the Civil Code relating to the option of partial acceptance are expressly excluded.

The prices and conditions appearing in the catalogues and the prices issued by ASSA ABLOY France are given for information only, per unit of packaging, without guarantee of duration unless otherwise specified.

No typographical error shall be binding on ASSA ABLOY France.

ASSA ABLOY France reserves the right to modify its prices at any time, with one month's notice, so that the price modification made will automatically enter into force one (1) month after the information provided to the Client, which is expressly accepted by the latter. The applicable price will be the one in force on the date of receipt of the order.

In addition, in the event of a significant, unforeseen, justified increase beyond the control of ASSA ABLOY France, concerning one or more elements constituting its cost prices, such as the raw

materials necessary for the manufacture of the Products, ASSA ABLOY France reserves the right to reduce the period of one (1) month provided for above.

## **6. Payment**

### **6.1. Conditions / Deadlines**

Invoices shall be paid within 45 days of the end of the month from the date of issue of the invoice, unless otherwise specified.

The contractually agreed payment dates may not be unilaterally called into question by the Client under any pretext whatsoever, including in the event of a claim or dispute, regardless of the reason (claim related to delivery, warranty claim, price claim, etc.).

Deposits are always paid in cash.

Advance payments are made net unless otherwise agreed. No discount is applicable.

For any first order as well as in the event of a risk of insolvency of the Client, the price is payable in cash at the time of the order.

In the case of Specific Products and Services, ASSA ABLOY France may ask for a minimum deposit of 40% payable at the time of order.

The Client shall refrain from making any set-off in order to proceed with the payment of the sums due to ASSA ABLOY France.

In the case of payment by draft, acceptance must be made within seven days of its dispatch, which is the usual period.

### **6.2. Delays**

Pursuant to Article L.441-10 of the French Commercial Code, any late payment shall be due by operation of law, from the first day following the payment date appearing on the invoice:

- 1/ Late penalties. They will be determined by the application of the European Central Bank's refinancing rate increased by ten points;
- 2/ A lump sum compensation for recovery costs, in the amount of 40 euros excluding tax per invoice. When the recovery costs incurred are higher than the amount of this lump sum compensation, ASSA ABLOY France is also entitled to claim justified additional compensation.

In addition to the penalties and indemnities set out above, late payment may result in the forfeiture of the contractual payment term, with all sums due becoming immediately payable.

In addition, non-payment of a due date will result in the loss of all price reductions granted by ASSA ABLOY France to the Client that have not yet been paid on the day on which the non-payment is established and the modification of the payment terms, any invoice having to be paid in cash at the time of the order by the Client.

ASSA ABLOY France may also modify the terms of payment and suspend the execution of all other orders in progress by operation of law without the Client being able to claim any damages or indemnity of any kind.

Any set-off or deduction made unilaterally by the Client will be considered a payment default.

The fact that ASSA ABLOY France relies on one and/or the other of these provisions does not deprive it of the right to implement the retention of title clause stipulated below.

In the event of late payment, ASSA ABLOY France has a right of retention on the Products, in accordance with Article 2286 of the French Civil Code.

### **6.3. Prohibition of automatic debit notes**

In accordance with Article L 442-I of the French Commercial Code, any practice of automatic or unilateral debit or credit is prohibited. Any automatic debit will constitute an unpaid amount and will give rise to the application of the provisions of these T&Cs governing late payment.

### **6.4. Change in the Client's situation**

In the event of a deterioration in the Client's situation as noted by a financial institution or evidenced by a significant delay in payment or when the financial situation differs significantly from the data provided, delivery will only take place in return for prior payment. In addition, the terms of payment may be modified and additional guarantees requested.

In the event of the sale, transfer, pledge or contribution to the company of its business, or a significant part of its assets or equipment by the Client, ASSA ABLOY France reserves the right and without formal notice:

- to pronounce the forfeiture of the term and consequently the immediate payment of the sums still due for any reason whatsoever,
- to suspend all shipments,
- to establish, on the one hand, the rescission of all current Contracts and, on the other hand, to withhold the advance payments received, and documents held, until full payment.

## **7. Delivery**

### **7.1. Fees and risks**

Delivery is deemed to have been made, unless explicitly agreed otherwise, as soon as "ASSA ABLOY's premises" are made available (FCA – ICC Incoterms in force at the conclusion of the Contract). Transport, insurance, customs and handling operations remain at the Client's expense and expense, risk and peril.

As soon as the Products are made available for shipment, the risks are transferred to the Client, regardless of the mode of transport, the terms and conditions of payment of the transport price and even if the transport is organised by ASSA ABLOY France.

The Client must take out insurance that will cover all risks related to the Products from the time of such availability. This insurance must include a waiver of recourse by the client and its insurers against ASSA ABLOY France and its insurers.

The immediate transfer of risks does not prevent ASSA ABLOY France from exercising the retention of title clause or its right of retention.

If the agreed delivery date is exceeded, if the Client does not collect the Product, storage costs may be charged.

## 7.2. Time

The specified delivery times always apply to Products made available to the Customer in ASSA ABLOY France's stores or warehouses, regardless of the methods of transport of the Products. In the event that ASSA ABLOY France announces a "delivery time at the Client's address", this will be deemed to be given for information purposes only.

These deadlines run from the date of the final acceptance of the written order by ASSA ABLOY France. However, they do not run in the event of force majeure or if the Client has not fulfilled one or more of its obligations, and in particular in the following cases: payment of the deposit if agreed, late payment, provision of all necessary information and authorisations, validation of plans for the specific Products or agreement on the method of execution.

Any delay in delivery attributable to ASSA ABLOY FRANCE may in no way constitute a reason for cancellation of the order or refusal of delivery and may only give rise to the payment by ASSA ABLOY France of compensation calculated on the basis of the actual, direct and justified damages suffered by the Client as a result of the delay in delivery, which is applicable only from the 3rd week of delay and is capped at 0.5%, per working day of delay, of the amount of the order or part of the order delivered late, with a maximum cumulative amount of 5% of the value of the order excluding taxes.

The Client must send all official supporting documents demonstrating the reality of his damage, a simple estimate not allowing the required evidentiary conditions to be met (chartered accountant's certificate, Bailiff's report).

These penalties will be discharging and exclusive of any other compensation in the same way. They shall not be applicable in the event of a delay due to the Client's act, a third-party service provider or a case of force majeure. In any case, the delay is not validly noted and only runs after formal notice has been sent by registered letter with acknowledgement of receipt addressed to ASSA ABLOY France by the Client.

Partial deliveries are permitted unless otherwise stipulated in the Agreement.

## 7.3. Receipt/verification

The Client acknowledges that it is the carrier's responsibility to carry out the transport, ASSA ABLOY France being deemed to have fulfilled its obligation to deliver as soon as it has handed over the Products ordered to the carrier, which has accepted them without reservation.

The Client therefore has no warranty claim against ASSA ABLOY France in the event of a defect or damage occurring during transport or unloading.

It is therefore recalled that in the event of damage, deterioration or missing, it must, in addition to the reservations to be made on the collection note at the time of loading, make its reservations or exercise its recourse against the carriers within the legal deadlines and forms from the receipt of the Products in accordance with articles L133-3 and L133-4 of the French Commercial Code and send a copy to ASSA ABLOY France within the same deadlines.

Failing this, the Client will be deprived of any recourse against the carrier and against ASSA ABLOY France in respect of any defects,

non-conformities, damages, deterioration or shortages found in connection with the carriage.

It is also recalled that a statement such as "subject to unpacking" has no legal value and cannot constitute a reservation.

## 7.4. Non-compliance / complaint

Without prejudice to the arrangements to be made by the Client vis-à-vis the carrier as described in the previous article, the Client must imperatively check, upon delivery of the Products, the number, condition and conformity of the latter to the order.

Without prejudice to the provisions of Articles L 133-3 and L 133-4 of the French Commercial Code relating to transport, declarations of disputes must be the subject of a detailed and documented request, including the numbers of the orders and invoices concerned, photographs sent mainly via the TST website or by email. They must be issued no later than 30 days after the invoice is issued.

In the event of a complaint by the Client, the latter must provide all supporting documents as to the reality of the lack of conformity, deterioration or missing items observed and must leave all facilities to ASSA ABLOY FRANCE to carry out or have carried out by any third party designated by it, all the observations that it deems necessary.

After this period of 30 days, the Products will be deemed to be in conformity with what was ordered and no claim will be admitted by ASSA ABLOY France, which will be released from any responsibility for non-conformity, deterioration or the number of Products delivered.

If a lack of conformity, deterioration or a shortfall is indeed noted by ASSA ABLOY FRANCE, the Client may only request the free replacement or refund of the non-compliant or deteriorated Products and/or the supply of additional Products to fill the gaps.

Therefore, non-conformity, deterioration or missing items may not under any circumstances give rise to the payment of any costs, compensation, damages or interest of any kind whatsoever to the Client.

In addition, any lack of conformity, deterioration or missing items will in no way justify the cancellation of the order.

## 8. Retention of title

When the Products sold are not paid in full at the time of delivery, ASSA ABLOY FRANCE reserves ownership of them until full payment of the principal price, costs and corresponding accessories.

The delivery of a bill of exchange or other instruments creating an obligation to pay does not constitute a payment within the meaning of this clause, the payment being made only by the actual receipt of the price by ASSA ABLOY FRANCE.

In the event of non-payment of the price, after a formal notice sent by registered letter with acknowledgement of receipt and which remains unsuccessful, the sale will be cancelled by operation of law if it sees fit to ASSA ABLOY FRANCE, which may then request the return of the Products without prejudice to any other damages.

The costs incurred by the return of the Products will be borne by the Client, and the deposits paid will be retained by ASSA ABLOY FRANCE

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to cover its costs and compensate it for the damages suffered, subject to all its other rights or actions.

The Client, who has custody of the Products, undertakes to keep the Products that have not been fully paid for in perfect condition, and to inform ASSA ABLOY FRANCE of the place where they are delivered, and to keep them at its disposal.

The Client must insure the Products against all risks, with an insurance company known to be solvent, warning the latter that in the event of a claim, ASSA ABLOY FRANCE will be subrogated to its claim in all the rights that the insured may have vis-à-vis the insurer.

The Client undertakes to allow the identification and claim of the Products at any time, it being specified that the Products in stock with the Client are irrefutably deemed to be the unpaid Products.

In the event of seizure or any other intervention by a third party on the Products, the Client must imperatively inform ASSA ABLOY FRANCE as soon as possible in order to enable it to oppose it and preserve its rights.

The Client shall also refrain from pledging or assigning by way of guarantee the ownership of the Products not paid for in full and, more generally, from granting any rights whatsoever to a third party over these Products, subject to the provisions of the last two paragraphs.

The Client is authorised, as part of the normal operation of its business, to resell or use the Products delivered, it being specified that in this case ASSA ABLOY FRANCE may claim the price of the Products in the hands of the sub-purchaser or the client.

In addition, in the event of resale or use of the Products affected by the retention of title clause, the Client shall refrain from assigning the claim held against its own Client except to ASSA ABLOY FRANCE and undertakes to proceed with the payment of the sums due to ASSA ABLOY FRANCE as soon as payment is made by its own Client.

## 9. Intellectual Property - Confidentiality

### 9.1. Intellectual property

All catalogues (description of the Products, photographs, etc.) and each of the elements that make them up are the exclusive property of the ASSA ABLOY group. The Client shall refrain from using the trademarks, trade names, logos, patents, software, databases, distinctive signs, graphic representations, and descriptions relating to the Products for the purposes of promotion or advertising of the Products without the express prior authorisation of ASSA ABLOY France or the Group to which it belongs.

The Client undertakes to respect all the intellectual property rights of ASSA ABLOY France, in particular any patent owned by the group to which ASSA ABLOY France belongs and more generally any other intellectual property rights relating to its trademarks, its know-how or the Products, and to refrain from any action likely to infringe these rights in any way whatsoever.

More specifically, the Client expressly undertakes not to file, directly or indirectly, through any third party whatsoever, patent applications similar to patents and/or patent applications for improvements or improvements made to patents in any country whatsoever, and/or to file applications for the registration of trademarks identical or similar to the trademarks of Assa Abloy

France or the Group to which it belongs. In the event of non-compliance with these provisions, ASSA ABLOY France reserves the right to refuse orders and/or suspend its deliveries and to take any action against the Client intended to preserve its interests and/or to obtain compensation for its damages. In the event of the sale of the Products, the sub-purchaser must commit to the Client under the same terms as those of this clause. The Client is committed to the fulfilment of the commitments stipulated in this clause by its managers, present or future shareholders and partners, the companies of the group to which it belongs, its employees and subcontractors.

In addition, ASSA ABLOY France's studies, even if drawn up following a specification, remain its exclusive property and may not be communicated, executed or reproduced without its written authorization. The price of the Product and/or Services does not include the transfer of intellectual property and know-how, which remain the sole property of ASSA ABLOY France, including the intellectual property rights of software, applications, databases and specific developments, even if carried out under the Contract. Any transfer of intellectual property shall be subject to a separate written Agreement.

There is no legal provision requiring ASSA ABLOY France to provide the Client with the manufacturing plans or source files.

The prototypes sent to the Client are covered by strict confidentiality. They may only be communicated to a third party with the express authorisation of ASSA ABLOY France.

The parties warrant that, at the time of conclusion of the Agreement, the content of the contractual documents and their conditions of implementation do not use intellectual property rights or know-how held by a third party. They guarantee that they can freely dispose of it without contravening a contractual or legal obligation.

### 9.2. Communication

ASSA ABLOY France has the ownership and/or rights to use trademarks, logos, technical documentation, 3D files, product sheets, photographs, videos, sounds, distinctive signs, graphic charter, etc., hereinafter referred to as "means of communication". These have a commercial purpose and cannot be assimilated to technical plans and/or instructions for use of the Products.

ASSA ABLOY France may communicate to the Client all or part of these means of communication in the context of their commercial relations.

The Client may only use it for the promotion and resale of the Products that he has purchased from ASSA ABLOY France.

The Client may not use them to promote themselves, which are disconnected from the presentation and promotion of the Product itself.

The Client may not modify, adapt, translate, or make additions or deletions to the means of communication. It shall refrain from removing any symbol or mention indicating ownership or restrictions on the use of the rights or from using the means of communication that may infringe the rights of third parties, any legislation or constitute harmful exploitation.

The means of communication are likely to be invoiced, in particular in the event of specific configuration.

In the event of termination of commercial relations for any reason whatsoever, the Client undertakes to immediately remove the means of communication from all its communication media.

The Client expressly refrains from using the Products as a loss leader. In this case, the Client will be seriously liable.

The Customer undertakes to respect the image of the Products and of ASSA ABLOY France. Any act of denigration, parasitism or other damage to the image of ASSA ABLOY France, direct or indirect, will engage the responsibility of its author.

### 9.3. Confidentiality - Trade secrets

The parties reciprocally undertake to maintain an obligation of confidentiality relating to any confidential oral or written information, whatever it may be and whatever the medium (discussion reports, plans, electronic data interchange, activities, installations, projects, know-how, Products, etc.) exchanged in the context of the preparation of the Contract, even in the event of unsuccessful negotiations, or in connection with the performance of the Agreement. Consequently, the parties undertake to:

- keep all confidential information strictly secret, and in particular never to disclose or communicate, in any way whatsoever, directly or indirectly, all or part of the confidential information, to anyone whatsoever, without the prior written authorization of the other party;
- not to use all or part of the confidential information for any purpose or activity other than the performance of the Agreement;
- not to copy or imitate all or part of the confidential information or to make or have made Products using said information.

The parties undertake to take all necessary measures to ensure compliance with this obligation of confidentiality, throughout the duration of the Contract and even after its expiry, and are committed to the compliance of all their employees with this obligation. This obligation is an obligation of result.

Any breach of this clause n°9.3 by ASSA ABLOY France would constitute a serious breach on the part of the Client and would necessarily cause ASSA ABLOY France damage.

### 10. Fortuity

It is agreed that, in the event of a change in circumstances unforeseeable at the time of the conclusion of the Agreement making the performance excessively onerous for a party, the parties will renegotiate the amendment to the Agreement in good faith. It is agreed, without this list being exhaustive, that the following events are covered: variation in the price of raw materials, modification of the methods and costs of supply, modification of customs duties, modification of the exchange rate, evolution of legislation. In the event of refusal or failure of the renegotiation, the parties may agree to the termination of the Contract, on the date and under the conditions they determine. ASSA ABLOY France therefore declares that it does not accept in advance the risk of such changes in circumstances. No firm price stipulation or other statement shall be construed as such acceptance of this risk.

### 11. Force majeure

Neither party to this Agreement shall be liable for its delay or failure to perform any of its obligations under the Agreement if such delay or failure is the direct or indirect effect of force majeure.

Force majeure occurs when an event beyond the control of a party, which could not reasonably have been foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, prevents the performance of its obligation.

Without this list being exhaustive, it is expressly agreed that the following events are considered to be cases of force majeure: fires, floods, storms, disruptions in the supply of raw materials (including energy), serious accidents to equipment, tools or production, mobilization, war, transport interruptions, etc. epidemics, pandemics, major health crises, active circulation of a virus, the implementation of measures recommended by administrative bodies, administrative closures/suspensions, the modification of laws or regulations inherent to the Products sold, strikes, whether total or partial, within ASSA ABLOY FRANCE or among its suppliers, the arrival of exhaustion of the stock of a Product and more generally, any cause beyond the control of ASSA ABLOY FRANCE.

If the impediment is temporary, the performance of the obligation is suspended. If the duration of the impediment exceeds three months, the parties must consult each other as soon as possible to examine in good faith the evolution of the Contract.

Each party shall inform the other party, without delay, of the occurrence of a case of force majeure of which it is aware and which, in its opinion, is likely to affect the performance of the Contract.

### 12. End of Life of Products - Environment

Certain Products marketed by ASSA ABLOY France and placed on the French market fall within the scope of the principle of "Extended Producer Responsibility" (EPR) within the meaning of and for the application of Articles L.541-10 to L.541-10-17 of the Environmental Code.

These are mainly certain Electrical and Electronic Equipment Products (EEE), certain Building Products or Materials in the Building Sector (PMCB) as well as Batteries and Accumulators (PA).

In application of the EPR principle, ASSA ABLOY France is required to contribute to the prevention and management of waste from the Products concerned that it markets.

In this context and for the management of the waste generated by the Products subject to EPR, ASSA ABLOY France fulfils its obligations by joining the following eco-organisations:

- For waste electrical and electronic equipment: ECOLOGIC, a company registered under number 487 741 969 and whose registered office is located at 15 bis avenue du Centre, 78280 GUYANCOURT - Tel. 01 30 57 79 09 - E-mail: [contact@ecologic-france.com](mailto:contact@ecologic-france.com)
- For waste Construction and Building Products and Materials: VALOBAT, a company registered under number B 902

722 172 and whose registered office is located at 12 place de l'Iris, 92400 Courbevoie – Tel: 01 80 83 60 70 - <https://www.valobat.fr/>

- For waste batteries and accumulators: SCRELEC, a company registered under number 422 582 072 00035 and whose registered office is located at 52 Boulevard du Montparnasse 75015 PARIS – <https://www.screlec.fr>

Pursuant to Article L.541-10-13 of the Environmental Code, ASSA ABLOY France has been assigned the following unique identifiers (IDUs):

- Under Article L.541-10-1 1° of the Environmental Code (EMBM): FR027132\_01AMMW

- Pursuant to Article L.541-10-1 3° of the Environmental Code (PAP): FR027132\_03AXOV

- Pursuant to Article L.541-10-1 5° of the Environmental Code (EEA): FR027132\_05H94C

- Pursuant to Article L.541-10-1 4° of the Environmental Code (PMCB): FR301611\_04ZFW

- Pursuant to Article L.541-10-1 6° of the Environmental Code (PA): FR027132\_06RBJH

These identifiers attest to the registration, with the administrative authority, of the company as a producer subject to the principle of extended producer responsibility pursuant to Articles L.541-10 et seq. of the Environmental Code.

When a good marketed by ASSA ABLOY France falls within the scope of the EPR, the waste resulting from it is subject to specific coverage by the competent eco-body, the cost of which takes the form of a financial contribution (eco-contribution) to be paid in fine by the End Customer who acquired the Product placed on the French market.

The eco-tax covers the costs of prevention, collection, transport and treatment of this waste. The amount of this contribution is determined by the appropriate eco-organisation to which the company belongs according to a scale that it defines and which may be revised upwards or downwards during the year.

It is strictly and fully passed on to the Client without the possibility of reparation. This scale can be communicated to the Client on request.

ASSA ABLOY France will inform its Customers of the unit costs of waste management of the Products concerned that it markets. These costs are specifically mentioned on the invoice.

Under the EPR mechanism, it is up to the Clients to inform the consumer - the end customer - of this cost, by a specific mention on the invoice when an invoice is issued or by any other appropriate means in other cases.

In addition, it is recalled that, when selling a Product subject to the EPR principle, the distributor, including in the case of distance selling, may be obliged to take back free of charge or to have taken back free of charge the waste from these Products that the consumer discards, under the conditions determined in the Environmental Code and in particular in Articles R.541-158 et seq.

It is recalled that the Client's failure to comply with the obligations imposed on him under the EPR scheme is likely to expose him to criminal sanctions determined by the Environmental Code.

The purchaser undertakes to use the means implemented by ASSA ABLOY France when he wishes to dispose of these Products, or where applicable to transmit this information to all successive purchasers of the said Products.

In addition, the Client undertakes to comply with any other obligation incumbent on it resulting from an existing or subsequent environmental regulation.

## **13. Warranty and liability**

### **13.1. Guarantee**

ASSA ABLOY France undertakes to remedy any malfunction resulting from a defect in the design, construction, materials or execution, within the limits of the provisions below. The ASSA ABLOY France obligation does not apply in the event of a defect resulting either from a design or an implementation imposed by the Client.

ASSA ABLOY FRANCE guarantees its Products against any defect or defect in accordance with articles 1641 et seq. of the Civil Code.

The warranty is limited to the repair or replacement of parts recognized as defective by ASSA ABLOY France returned to its workshops at the expense and risk of the Customer.

Only spare parts supplied, modified or remanufactured by ASSA ABLOY France, are guaranteed, and only during the warranty period of the main Product.

It is expressly specified that ASSA ABLOY FRANCE will not be held liable under any circumstances to the Client for any damage of any kind whatsoever and to pay any costs whatsoever, due to defects or defects in the Products sold.

### **13.2. Obligations of the Client**

In order to be able to invoke the benefit of these provisions, the Client must notify ASSA ABLOY France, without delay and in writing, of the defects that it attributes to the product and provide all justifications (photographs and description) as to the reality of these defects. It must give ASSA ABLOY France every facility to proceed with the identification of these defects.

### **13.3. Responsibility**

ASSA ABLOY France's civil liability, all causes combined with the exception of bodily injury and gross negligence, is limited to the annual amount excluding tax of the Products collected.

ASSA ABLOY France shall only be held liable for direct material damage caused to the Client, which would result from faults in the performance of the Contract that are exclusively attributable to it. ASSA ABLOY France will not be required to compensate for immaterial or indirect damages, such as operating losses, production losses, profit losses, loss of opportunity, commercial damage, loss of image, loss of profit, etc.

It cannot be held liable under any additional insurance.

In the event that the penalties and indemnities provided for have been mutually agreed, they have the value of lump sum compensation, in full discharge and are exclusive of any other sanction or compensation.

The Client waives any recourse against ASSA ABLOY France and its insurers in respect of the damages excluded by these general terms and conditions or by the Contract, and is bound by such waiver on the part of its insurers.

## **13.4. Disclaimers of Warranty and Liability**

All guarantees and liability are excluded for incidents relating to force majeure or in particular in the following cases:

- normal wear and tear of the Product,
- non-compliance with the destination of the Products not mentioned in the Contract,
- erroneous, unsuitable or non-compliant implementation, assembly, installation, use, maintenance, or the manufacturer's specifications, if any, given by ASSA ABLOY France or the manufacturer of the Product, or with the rules of the art of use,
- non-compliance by the Client, the user or a third party with the safety and environmental regulations applicable to them,
- negligence, lack of supervision,
- the lack of competence of the implementer or user of the Product,
- the modification or repair of the Product or the addition or integration of parts or elements by the Customer, by the user or by a third party, without the prior written approval of ASSA ABLOY France, and defects resulting in whole or in part from the normal wear and tear of the Product,
- unsuitable storage conditions,
- deterioration, defects or accidents attributable to the Customer, the user or a third party, a fault committed by the Customer in connection with the performance of the Agreement,
- damage arising from the Client's use of technical documents, information or data originating from or imposed by the Client,
- a case of force majeure as defined in these general terms and conditions.

The guarantee will be suspended in the event of non-payment by the Client of one of the contractual payment terms.

## **13.5. Regulatory Compliance**

ASSA ABLOY France undertakes to deliver Products that comply with the technical regulations that apply thereto and the technical standards for which it has explicitly declared compliance.

The offer integrates regulatory requirements (low voltage directive, electromagnetic compatibility, etc.) and more generally the ASSA ABLOY France safety requirements at the time it is established. In the event of a change in regulatory requirements between the submission of the offer and the full performance of the Contract, compliance is not the responsibility of ASSA ABLOY France, which will send the Client an additional offer to this effect. Similarly, if during the same period, ASSA ABLOY France receives information necessary for the Product, which it did not have at the time of the

preparation of the offer, the modifications or additional equipment made necessary as a result will be the subject of an additional offer.

The Client or, where applicable, the user, is responsible for the implementation of the Product under normal conditions of use and in accordance with the safety and environmental legislation in force at the place of use as well as the rules of the art of his profession.

It is the Customer's responsibility to choose a Product corresponding to its technical needs or to its own Customer and, if necessary, to ensure that the Product is suitable for the intended application and that it complies with the regulations in force.

Unless expressly stated on the Product, the delivered Product is not intended to operate in an explosive atmosphere.

Any intervention on the Product by the Customer, by the user or by a third party not approved by ASSA ABLOY France will result in the cancellation of the CE declaration of conformity submitted by ASSA ABLOY France. The replacement of a part with a safety impact with a part that is not original also results in the cancellation of the declaration.

## **14. Personal data**

In accordance with the provisions of the General Data Protection Regulation or "GDPR", ASSA ABLOY France informs the Client that as part of the establishment and monitoring of the contractual relationship between them, ASSA ABLOY France may be required to collect and process personal data concerning itself and/or the Client's employees. The provision of personal data is required to (a) establish and monitor the contractual relations between ASSA ABLOY France and the Client, implement the contractual commitments entered into and more generally meet the obligations arising therefrom, (b) satisfy and implement all related administrative, accounting and tax formalities, (c) comply with the applicable legal and regulatory provisions, (d) ensure the management of the ASSA ABLOY France company.

When processing personal data, ASSA ABLOY France undertakes (a) to ensure that the data concerned is accurate and up-to-date and to make all necessary corrections and/or additions as soon as possible, (b) to ensure that the processing complies with the applicable legal provisions, (c) and to process the personal data in full compliance with the principle of fair processing, Lawful and transparent, in compliance with the principle of data minimisation, and under conditions that guarantee their security and confidentiality.

The personal data relating to the Client and/or the Client's employees are intended for the internal services of ASSA ABLOY France and may be communicated to third parties for the purposes referred to above, the tax and/or social security authorities, the accounting and/or legal service providers of ASSA ABLOY France and more generally the partners and interlocutors of ASSA ABLOY France having to know the data concerned for the needs of the purposes referred to above.

Personal data will be stored and processed within the European Union.

# General Terms and Conditions of Sale

ASSA ABLOY France keeps the personal data collected in its systems for a limited period of time limited to what is necessary for the purposes for which they are processed, and/or to meet specific regulatory or contractual obligations.

In accordance with the GDPR, the Client and/or the Client's employees whose personal data is processed have a right of access, rectification and erasure of information concerning them, a right to object and withdraw their consent if the processing of data concerning them is based on consent, as well as a right to be forgotten and/or to limit the processing of personal data concerning them, within the limits and conditions defined in the GDPR. These rights can be exercised at the following address: DPO ASSA ABLOY France: [vieprivee.france.openingsolutions@assaabloy.com](mailto:vieprivee.france.openingsolutions@assaabloy.com). In addition, the data subjects have the right to lodge a complaint with the CNIL.

Reciprocally, the Client undertakes to process the personal data of ASSA ABLOY France employees in strict compliance with the provisions of the GDPR. The Client also undertakes to inform its employees whose personal data may be processed by ASSA ABLOY France for the purposes referred to above, of the provisions of this article.

## 15. Ethics

ASSA ABLOY FRANCE declares that it has complied with the following standards during the 3 years preceding the signing of the order: (i) fundamental human rights, in particular the prohibition (a) of the use of child labour and any other form of forced or compulsory labour; (b) to discriminate in any way within its company or against its suppliers or subcontractors; (ii) embargoes, arms and drug trafficking and terrorism; (iii) trade, import and export licensing and customs; (iv) the health and safety of personnel and third parties; (v) work, immigration, prohibition of illegal work; (vi) environmental protection; (vii) economic offences, including corruption, fraud, influence peddling (or equivalent offence under the national law applicable to the order), fraud, theft, misuse of corporate assets, forgery, forgery and use of forgeries, and any related offences; (viii) anti-money laundering; (ix) competition law. The Client also undertakes to comply with all the rules defined above and the Business Partner Code of Conduct established by ASSA ABLOY France.

## 16. Export controls and sanctions

The customer declares that he/she has read, understood and accepted the specific export control conditions, accessible via the following link, which are an integral part of the general terms and conditions of sale:

<https://www.assaabloy.com/fr/fr/conditions-generales-de-vente>

The Customer undertakes to comply with economic sanctions and export control laws. It warrants that no person associated with it (including its affiliates, directors, officers, employees, agents, etc.) is on a sanctions list, has engaged in transactions that would qualify them for a sanctions list, has conducted transactions with listed persons, has attempted to circumvent sanctions, and is not in

violation of or under investigation for violations of economic sanctions and export control laws.

The Customer also agrees not to sell, export or re-export the product without the necessary licenses, and not to sell, export or re-export the product to Russia or Belarus. It must ensure that its third parties, including resellers, comply with this clause, and set up a monitoring mechanism to detect behaviour that may be in breach of export control laws. The representations and warranties in this Clause must always remain true, and the Client must notify ASSA ABLOY promptly if they cease to be true or if it encounters any problems with the obligations of this Clause. The Customer shall not engage in transactions for military use without the explicit approval of ASSA ABLOY.

Customer shall maintain complete and accurate records of all actions taken while representing ASSA ABLOY, and provide all information on product applications suspected of violating economic sanctions and export control laws. It must cooperate with ASSA ABLOY to comply with these sanctions and laws, and provide documentation of any business transaction involving the product within two weeks upon request. ASSA ABLOY is not obligated to make a payment or take any action if it believes in good faith that doing so could violate or circumvent economic sanctions and export control laws.

Finally, ASSA ABLOY may immediately terminate the relationship with the Client if the representations or warranties cease to be true or if the Client breaches the commitments of this clause. Upon termination, all obligations of the contract shall terminate, but the Client shall remain liable for any breach of its obligations.

## 17. Resolution – Contractual sanctions

No termination clause may take place unless a stipulation expressly accepted by ASSA ABLOY France, including a sufficient period of time for performance after formal notice and mentioning precisely the commitments whose non-performance may lead to termination.

The application of Article 1222 of the Civil Code, relating to the creditor's right to enforce the obligation himself, is expressly excluded.

No request for a price reduction, for any reason whatsoever and in particular on the basis of Article 1223 of the Civil Code, may be implemented without the prior and express agreement of ASSA ABLOY France.

The fact that ASSA ABLOY France does not avail itself at a given time of any of the clauses of the general terms and conditions cannot be interpreted as a waiver of the right to invoke them at a later date.

The invalidity of any of the clauses of these general terms and conditions shall not affect the validity of the other clauses.

## 18. Dispute Resolution

ASSA ABLOY France and the Client undertake to try to settle their disputes amicably before resorting to any other means of settlement within thirty (30) days after the notification of the existence of a dispute by one of the parties to the other party in writing.

# General Terms and Conditions of Sale

Any dispute, whether it is for the receipt of goods, or whether it is related to the receipt of an invoice and therefore a tariff dispute, must be declared within thirty (30) days of receipt of the goods or the invoice to be taken into account.

In the absence of an amicable resolution within one month of the first request, the Commercial Court of Troyes will have sole jurisdiction regardless of the place of delivery, the methods and place of payment, even if it is made by direct debit bill, and even in the event of a third party claim, summary proceedings or multiple defendants.

French law is the only one applicable to the Contract and its consequences, to the exclusion of the 1980 United Nations Convention on Contracts for the International Sale of Goods, known as the Vienna Convention.

In the event of a translation of these T&Cs, only the French version of the T&Cs shall prevail.

## LOGISTICAL CONDITIONS

### FRANCO

Orders are postage-free for a net value equal to or greater than €450 excl. VAT (all types of items, excluding key orders only) and per establishment (i.e. Longué, Sainte Savine or Oust-Marest establishment).

For all orders below the free of charge of €450 excl. VAT per establishment (i.e. Longué, Sainte Savine or Oust-Marest establishment) transport costs will be invoiced in the amount of €15.00 excl. VAT. For any order of a single key or several keys, transport costs will be charged at €8 excl. VAT per order. Similarly, any order deliverable outside of Metropolitan France and Corsica may give rise to the application of a postage and packaging free, under conditions that can be provided at the Customer's request.

### MINIMUM ORDER

The minimum order amount is set at €50 excluding VAT per production site, either at the Longué, Troyes or Oust-Marest plant. An order for a lower amount may either not be taken into account or may be invoiced at €25 excluding tax, excluding key orders alone and orders transmitted via EDI or via our WEB applications (special conditions).

### SHIPPING COSTS

Any shipment made at the Customer's request, by express or on the same day of receipt of the order is subject to a flat rate surcharge of 5%.

Any shipment made at the request of the Client to a recipient whose address and/or company name is different from those of the invoicing is subject to a flat-rate surcharge of 9%, unless otherwise agreed between the parties or appearing in the rates of ASSA ABLOY France.

For Products sold ex factory, the eco-tax will be invoiced.

## RETURN/AFTER-SALES POLICY

### Returns

A return, i.e. the return of Products and the recognition of a credit note for the benefit of the Customer, may only be made after the express written agreement of ASSA ABLOY France. The fact that ASSA ABLOY France has consented to a return does not give the Customer the right to obtain a return for other Products, even if they are identical.

In the event that ASSA ABLOY France has consented to the return, it must meet the following cumulative conditions:

- the return is only accepted for the Products listed in the ASSA ABLOY France catalog in force at the time of the return request;
- the Client must return the Product postage prepaid, at its own cost and risk;
- the return is to be made to the place indicated by ASSA ABLOY France or, in the absence of details, to its shipping address;
- the Product must be returned in perfect condition, in its original packaging or packaged and protected with the same level of security;
- the return gives rise to the establishment of a credit note corresponding to the prices of the Products concerned, after verification of the condition of the Products, minus a minimum flat-rate deduction of 25% for the administrative processing of the return and, where applicable, additional costs, in particular for repairs;
- the return must be made within a maximum of six months after delivery;
- the return will be made in accordance with the procedure set up by ASSA ABLOY France for this purpose and communicated on request.

The establishment of the credit note may be linked to a clearing order.

In the case of the manufacture of a Product to specifications that meet the technical specifications requested by the Client, the provisions of this article are not applicable, as no returns are accepted.

### Product Repairs

In the event of return of the Product for repair and unless the liability of ASSA ABLOY France is engaged within the framework of the legal warranty, the repairs will be carried out and invoiced on the basis of an hourly rate of 60€ net excluding Taxes, with a minimum billing of one hour.

For cylinder repair, it is necessary to enclose a key and if possible the plan number.