

# General Terms & Conditions

## 1. Business relations framework

### 1.1. Subject of General Terms & Conditions

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

These General Terms & Conditions (hereinafter “GTC”) have been drawn up in light of best business practices and standards based on the distinctive characteristics of the profession and, as such, are freely drawn from the GTC proposed by UNIQ (*Union Nationale des Industries de la Quincaillerie*).

These GTC shall apply to all contractual relations between ASSA ABLOY France and the professional customer (hereinafter “the Customer”) and establish the rights and obligations of each party.

### 1.2. Status of General Terms & Conditions

Pursuant to Article L4411 of the French Commercial Code, these GTC shall comprise the sole basis of the business negotiation. They shall apply to all sales concluded between ASSA ABLOY France and the Customer, unless otherwise stated and accepted in writing by ASSA ABLOY France.

Any order or accepted offer from ASSA ABLOY France by the Customer shall imply unreserved acceptance of these GTC and the Customer fully acknowledges same.

The GTC shall not be amended by any provisions to the contrary contained in any of the Customer’s documents, particularly in the conditions of purchase, which are only proposals from the Customer.

These GTC shall prevail over any clauses to the contrary drawn up in any way whatsoever by the Customer, unless ASSA ABLOY France has explicitly accepted same. Any exemption to the GTC, in favour of the Customer, shall be justified by consideration in return. The GTC shall also include ASSA ABLOY France price lists, which may be provided to the Customer upon written request. Any specific format request shall be covered by a special agreement.

As these GTC may be subject to subsequent amendments, the applicable version is that in force on the date of placing the order.

### 1.3. Applicable legal regime

The contracts and orders arising therefrom are governed by the law of business contracts when they apply to the manufacture of a product on the basis of a specification or a service provision. They are governed by the sale of goods law only when they apply to the supply of standard products.

### 1.4. Contract documents

The sales contract entered between ASSA ABLOY France and the Customer (hereinafter “the Contract”) shall comprise the following contract documents, in descending order of priority:

- ASSA ABLOY France’s offer or price proposal,
- the special conditions expressly accepted by both parties,
- these GTC,
- the order accepted by ASSA ABLOY France,
- the delivery note,
- the invoice.

The following do not form part of the Contract: sales documents, catalogues, advertisements, price lists not specifically mentioned in the Contract.

## 2. Offer

The description and any illustration of the Products and/or Services are presented in the price lists/catalogues.

The Customer is obliged to refer to the description of each Product/Service in order to understand its essential features prior to placing an order.

The photographs and/or graphics presented shall not be contractual items for which ASSA ABLOY France shall be held liable.

Offers shall be subject to available stocks, as specified when the order is placed.

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

ASSA ABLOY France may make changes or improvements to the Products, such as weight, packaging, appearing in the catalogues and other documents provided as non-binding guidelines. Any change in these characteristics within reasonably acceptable tolerances shall not justify any cancelled order or refusal of delivery by the Customer.

ASSA ABLOY France reserves the right to change or discontinue its range of Products, particularly due to its own supplies or on grounds of economic, technical, or regulatory constraints. ASSA ABLOY France shall use its best efforts to promptly notify the Customer. The Customer hereby declares having been informed accordingly and any change or removal in the range of Products shall not give rise to compensation.

ASSA ABLOY France’s commercial offer shall be valid for a period of one month unless otherwise specified by ASSA ABLOY France. After the agreed period, the price and delivery times may be updated.

## 3. Order

### 3.1. Specification of need

As a professional, the Customer shall be and remain responsible for specifying and expressing its needs and those of its own customers, both at the stage of use and implementation (uses, ends, constraints) of the Products, which it must take into account when choosing the Product/Service.

It is its responsibility to check, prior to any order, that the Products are appropriate for the uses it has determined.

ASSA ABLOY France shall consider the express requests made by the Customer and use its best efforts to comply with same, within the limits of technical feasibility, as well as compliance with the Contract and standard practice.

### 3.2. Opening an account and normal character

Placing of an order shall be subject to opening an account by ASSA ABLOY France, which may be subject to terms and conditions to be notified to the Customer.

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Additionally, ASSA ABLOY France reserves the right to refuse any order of an abnormal or exorbitant nature or which would be out of proportionate to the Customer's needs or financial capacities or coming from countries under an embargo or administrative restriction, or which do not offer sufficient guarantees according to the French administrative authorities or international trade organisations.

### 3.3. Packaging unit

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

### 3.4. Establishment of the Contract

The Contract shall only be valid and binding upon written confirmation by ASSA ABLOY France of the Customer's order within a period specified in the terms and conditions laid down by ASSA ABLOY France.

Should the Customer's order differ from the ASSA ABLOY France offer, it shall only be effective subject to ASSA ABLOY France approving the differences, pursuant to Article 1118 of the French Civil Code.

ASSA ABLOY France shall only accept the order by any written means.

The Contract shall be limited to the Products/Services expressly stated in the Contract.

### 3.5. Changing / cancelling the order

Any order accepted by ASSA ABLOY France may not be subsequently changed, cancelled or postponed unless expressly accepted in writing by ASSA ABLOY France.

ASSA ABLOY France reserves the right at any time to make any change or improvement to its Products that it deems useful due to technical developments, without such action justifying cancellation of the order by the Customer, unless such changes or improvements affect the essential features of the Products (use, performance).

Should the Customer decide to cancel the order fully or partially, ASSA ABLOY France shall be entitled to require performance of the contract and payment of the full price in addition to any damages that it may claim.

In the event of termination of the Contract or cancellation of an order agreed by ASSA ABLOY France, down-payments already made shall not be refunded and considered as initial compensation and the Customer shall compensate it for all the costs incurred and for all direct and indirect consequences arising therefrom.

Any request for cancellation or change must be notified in writing or following the process specified by ASSA ABLOY France and include all relevant references. Otherwise, no request may be considered by ASSA ABLOY France.

## 4. Packaging

Non-returnable packaging, suitable for the Product and made according to ASSA ABLOY France standards, shall not be taken back. The packaging shall comply with the applicable environmental regulations depending on the use of the products. Where the Customer wishes to have specific packaging (outdoor storage, maritime, waterproof, etc.), it must request same expressly from

ASSA ABLOY France on placing the order. The costs relating to the packaging mentioned in the offer shall be borne by the Customer. The Customer undertakes to dispose of the packaging pursuant to the local environmental laws.

## 5. Pricing

Prices are net of any discount for packaged Products, deliverable in mainland France and Corsica. Early payments will not give rise to any discount.

Prices shall be net of all discounts and rebates for packaged Products, deliverable in Metropolitan France and Corsica.

Prices shall be set in Euros, excluding taxes and excluding customs, shipping, insurance, packaging costs, and unless explicitly agreed otherwise, on the goods being made available "ex-works", or from ASSA ABLOY's warehouses (FCA – Incoterms in force on concluding the Contract).

The prices shall apply only to the Products and Services specified in the order confirmation. Any variation in the quantity ordered by the Customer subsequent to the order confirmation, even if accepted by ASSA ABLOY France, shall authorise ASSA ABLOY France to amend the price and conditions of sale according to the price and pricing conditions applicable on the date the change is made.

Additional Services and Products shall give rise to a surcharge.

Unless otherwise provided for, specific or application studies and preliminary studies shall not be included in the price.

The provisions of Article 1223 of the French Civil Code on the right of partial acceptance shall be expressly waived.

The prices and conditions contained in the catalogues and price lists issued by ASSA ABLOY France are given for information only, per packaging unit, with no guarantee of duration unless otherwise specified.

ASSA ABLOY France cannot be held responsible for any typographical errors.

ASSA ABLOY France reserves the right to change its prices at any time, giving notice of one month, such that the change to the prices made shall automatically enter into force one (1) month after the information is provided to the Customer, which it expressly accepts. The applicable price shall be that in force on the date of receipt of the order.

Moreover, in the event of an unexpected material increase, for reasons beyond ASSA ABLOY France's control, in one or more constitutive items of its cost prices, such as raw materials needed to manufacture the products sold, ASSA ABLOY France reserves the right to reduce the above one-month (1) period.

## 6. Payment

### 6.1. Conditions / Deadlines

Invoices shall be paid no later than 60 days from the invoice issuance date, unless otherwise provided for.

The contractually agreed payment dates cannot be unilaterally challenged by the Customer on any grounds, including in the event of a complaint or dispute, regardless of the reason (complaint

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relating to the delivery, warranty claim, complaint about the price, etc.).

Deposits are always paid in cash.

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

For all first orders and in the event of a risk of insolvency on the part of the Customer, the price shall be payable in cash when the order is placed.

For Services and specific Products, ASSA ABLOY France may request a deposit of 40% minimum payable on placing the order.

The Customer shall not apply any form of offset as a means of paying amounts owed to ASSA ABLOY France.

For any payment by bank draft, it must be accepted within seven days of its dispatch, i.e., the standard period.

## 6.2. Delays

Pursuant to Article L.441-10 of the French Commercial Code, the following are automatically payable with regard to any late payment, from the first day following the due date indicated on the invoice:

- 1/ Late-payment penalties. They shall be calculated by the application of the refinancing rate of the European Central Bank plus ten points.
- 2/ Flat-rate payment collection fee of EUR 40 exclusive of VAT per invoice. Where the recovery costs incurred are greater than the amount of this set compensation, ASSA ABLOY France may also request additional compensation subject to the presentation of supporting evidence.

In addition to the above-stated penalties and compensation, late payment may result in accelerated payment, with all outstanding amounts becoming immediately payable.

Additionally, non-payment of an instalment will result in the loss of all price reductions granted by ASSA ABLOY France to the Customer that have not yet been paid on the day the non-payment is noted and the payment deadlines changed, with all invoices having to be paid in cash by the Customer at the time the order is placed.

ASSA ABLOY France may also amend the terms of payment and automatically suspend the execution of all other orders in progress without the Customer being entitled to claim any damages or indemnity of any kind.

Any compensation or deduction made unilaterally by the Customer shall be considered a default on payment.

Were ASSA ABLOY France to avail itself of one or both of these provisions, this would not prevent it from being able to implement the reservation of title clause stated below.

In the event of late payment, ASSA ABLOY France has a right to retain possession of the Products, pursuant to Article 2286 of the French Civil Code.

## 6.3. Prohibition of automatic debit notes

Pursuant to Article L 442- I of the French Commercial Code, any automatic or unilateral debit or debit note is prohibited. Any

automatic debit shall be deemed an unpaid amount and shall give rise to the application of the provisions of these GTC governing late payment.

## 6.4. Change in Customer's situation

In the event of a decline in the Customer'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 information made available, delivery shall take place only if prior payment is made. Additionally, the terms of payment may be amended and additional guarantees requested.

In the event of the sale, assignment, pledging or corporate contribution of its business, or a significant part of its assets or equipment by the Customer, ASSA ABLOY France reserves the right and without notice to:

- declare accelerated payment and hence immediate payment of any amounts still outstanding for any reason whatsoever,
- suspend any shipments,
- declare the termination of all current Contracts on the one hand and retain down-payments collected and items held on the other hand, until full payment is made.

## 7. Delivery

### 7.1. Costs and risks

Delivery shall be deemed to have been made, unless explicitly agreed otherwise, once the goods are made available "on ASSA ABLOY premises" (FCA - ICC Incoterms applicable at the time of entering into the Contract). Shipping, insurance, customs and handling operations are at the Customer's expense and risk.

Once the Products are made available for dispatch, the risks shall be transferred to the Customer, regardless of the mode of transport, the arrangements for bearing for the cost of carriage, including where such carriage is provided by ASSA ABLOY France.

The Customer must purchase insurance that will cover all risks related to the Products, once these have been made available. This insurance must include a waiver by the customer and its insurers to make claims against ASSA ABLOY France and its insurers.

The immediate transfer of risks does not preclude ASSA ABLOY France of invoking the reservation of title clause or its right of retention.

If the agreed delivery date is exceeded and the Customer fails to collect the Product, a storage fee may be charged to the Customer.

### 7.2. Deadlines

The specified delivery deadlines shall always be understood at the time the Products are made available to the Customer in ASSA ABLOY France stores or warehouses, regardless of the means of carriage of the Products. Should ASSA ABLOY France state a "deadline for delivery to the Customer's address", this shall be deemed to be given only as a rough guide.

These deadlines shall run from the date of final acceptance of the order in writing by ASSA ABLOY France. However, the deadlines shall not run in case of force majeure or where the Customer has not met one or more of its obligations, particularly in the following

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cases: payment of the deposit if agreed, late payment, provision of all necessary information and authorisations, validation of drawings for specific Products or agreement on implementation method.

Any delayed delivery ascribable to ASSA ABLOY FRANCE shall in no instance whatsoever be grounds for cancellation of the order or refusal of delivery and may only give rise to payment by ASSA ABLOY FRANCE of an indemnity calculated on the basis of the actual, direct and justified prejudice suffered by the Customer as a result of the delayed delivery, which indemnity shall only be applicable from the 3rd week of delay and capped at 0.5%, per working day of delay, of the value of the order or the part of the order delivered late, with a maximum total of 5% of the value of the order excluding taxes.

The Customer must send all official supporting documents demonstrating the reality of the loss, as a simple estimate does not meet the required evidential requirements (certified accountant's certificate, bailiff's report).

These penalties shall be paid in full discharge and rule out any other indemnity on the same grounds. They would not be applicable in the event of a delay ascribable to the Customer, a third-party provider or a force majeure. In all cases, the delay shall only be validly established and shall start running once the Customer has served formal notice on ASSA ABLOY France by registered letter with acknowledgement of receipt.

Partial deliveries shall be allowed unless otherwise specified in the Contract.

### 7.3. Acceptance / verification

The Customer hereby acknowledges that the carrier shall be responsible for carriage, with ASSA ABLOY France being deemed to have fulfilled its delivery obligation once it has handed over the Products ordered to the carrier, who must have accepted them unreservedly.

The Customer therefore has no remedy to exercise against ASSA ABLOY France in the event of a defect arising from damage during transport or unloading.

It is therefore reiterated that in the event of damage, deterioration or shortages, it must, in addition to the reservations to be made on the pick-up slip at the time of loading, make its reservations or exercise its remedy against the carriers within the legal time limits and following on the legal procedures from receipt of the Products, pursuant to Articles L133-3 and L133-4 of the French Commercial Code, and send a copy to ASSA ABLOY France within the same time limits.

Otherwise, the Customer shall be unable to make any claim against the carrier or ASSA ABLOY France in respect of observed defects, non-conformities, damage, deterioration or missing parts caused by carriage.

It is equally noted that information such as "subject to unpacking" have no legal value and shall not be considered to be a reservation.

### 7.4. Non-conformity / claims

Without prejudice to the measures to be taken by the Customer with regard to the carrier as described in the previous Article, the Customer must check the number, condition and conformity of the Products with the order during delivery.

Notwithstanding the provisions of Articles L 133-3 and L 133-4 of the French Commercial Code on carriage, statements of dispute must be presented by way of a detailed and documented request, including the numbers of the orders and invoices concerned, photographs sent mainly via the TST website or by e-mail. They must be issued at the latest within 30 days of the invoice being issued.

In the event of a complaint by the Customer, the latter must provide all evidence as to the reality of the defects in conformity, deterioration or missing items observed and must offer ASSA ABLOY FRANCE every facility to carry out or have carried out by any third party designated by it, all inspections it may deem necessary.

After this 30-day period, the Products shall be deemed to be in conformity with what was ordered and no claim shall be accepted by ASSA ABLOY France, which shall be released from any liability with respect to the non-conformity, deterioration or number of Products delivered.

Where a non-conformity, deterioration or missing item is actually noted by ASSA ABLOY FRANCE, the Customer may only request the free replacement or reimbursement of the non-conforming or deteriorated Products and/or the supply of additional Products to make up for the missing items.

Consequently, any non-conformity, deterioration or missing item may not under any circumstances give rise to payment by the Customer of any costs, compensation, damages or interest of any kind whatsoever.

Furthermore, any non-conformity, deterioration or missing item may under no circumstances justify cancellation of the order.

### 8. Retention of title

If the Products sold are not paid for in full at the time of delivery, ASSA ABLOY FRANCE reserves ownership of them until full payment of the principal amount of the price, costs and incidentals.

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

In the event of non-payment of the price, after formal notice has been sent by registered letter with acknowledgement of receipt and has remained unsuccessful, the sale shall be cancelled by operation of law at the discretion of ASSA ABLOY FRANCE, which may then request a return of the Products without prejudice to any other damages.

The costs incurred for returning the Products shall be borne by the Customer, and the advance payments made shall be retained by ASSA ABLOY FRANCE to cover its costs and to compensate it for the loss suffered, without prejudice to all its other rights or actions.

The Customer, who has custody of the Products, undertakes to keep the Products not fully paid for in perfect condition, and to notify ASSA ABLOY FRANCE of the location where they are delivered, and to keep them at its disposal.

The Customer shall insure the Products against all risks with a reputedly-solvent insurance company, and shall notify the insurance company that in the event of a claim, ASSA ABLOY

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FRANCE shall be subrogated in its claim to all rights that the insured may have vis-à-vis the insurer.

The Customer undertakes to allow at all times the identification and reclamation of the Products, on the understanding that the Products in stock at the Customer's premises are irrevocably deemed to be the unpaid Products.

In the event of seizure or any other intervention by a third party on the Products, the Customer must promptly notify ASSA ABLOY FRANCE in order to enable it to oppose the seizure and preserve its rights.

The Customer shall also refrain from pledging or transferring by way of security the ownership of Products not paid for in full and, more generally, from granting any right whatsoever to a third party with respect to such Products, subject to applying the provisions of the last two paragraphs.

The Customer shall be authorized, as part of the normal operation of its business, to resell or use the Products delivered, on the understanding that in this case, ASSA ABLOY FRANCE may claim the price of the Products from the sub-purchaser or the Customer.

Additionally, in the event of resale or use of the Products affected by the retention of title clause, the Customer agrees not to transfer the claim held on its own Customer except to ASSA ABLOY FRANCE and undertakes to proceed with payment of amounts owed to ASSA ABLOY FRANCE as soon as payment is made by its own Customer.

## 9. Intellectual property - Confidentiality

### 9.1. Intellectual property

All of the catalogues (description of Products, photographs, etc.) and each of the constituent items shall be the exclusive property of the ASSA ABLOY group. The Customer 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 promoting or advertising the Products without the express prior authorization of ASSA ABLOY France or the Group to which it belongs.

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

More specifically, the Customer expressly undertakes not to file, directly or indirectly via any third party whatsoever, patent applications similar to patents and/or patent applications for 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 decline orders and/or suspend deliveries and to take any action against the Customer to protect its interests and/or obtain compensation for damages. In the event of transfer of the Products, the sub-purchaser must make an undertaking to the Customer under the same terms and conditions as those of this clause. The Customer shall be responsible for compliance with the undertakings

stipulated in this clause by its managers, its current or future shareholders and partners, the companies in the group to which it belongs, its employees and subcontractors.

Moreover, the studies of ASSA ABLOY France, including those prepared following the specifications shall remain its exclusive property and may not be communicated, executed or reproduced without its permission in writing. The price of the Product and/or Services does not include the transfer of intellectual property and know-how, which remain owned in full by ASSA ABLOY France, including the intellectual property rights of specific software, applications, databases and specific developments even made pursuant to the Contract. Any transfer of intellectual property shall be made in a separate written Contract.

No legal provision requires ASSA ABLOY France to provide the Customer with the manufacturing drawings or source files.

Prototypes communicated to the Customer are strictly confidential. They may only be communicated to a third party with the express permission of ASSA ABLOY France.

The Parties guarantee that on conclusion of the Contract the content of the contractual documents and their implementing conditions do not use intellectual property rights or know-how owned by a third party. They guarantee that they may freely dispose of them without breaching a contractual or legal obligation.

### 9.2. Communication

ASSA ABLOY France owns and/or has the rights to use the trademarks, logos, technical documentation, 3D files, Product profiles, photographs, videos, sounds, distinctive signs, graphic charter, etc., hereinafter referred to as "means of communication". These have a commercial purpose and may not be considered to be technical drawings and/or user instructions for the Products.

ASSA ABLOY France may communicate to the Customer all or part of these means of communication within the context of their commercial relationship.

The Customer may only use them for the promotion and resale of Products purchased from ASSA ABLOY France.

The Customer may not use them for its own promotion, separately from the presentation and promotion of the Product itself.

The Customer may not modify, adapt, translate, or make additions to or removals from the means of communication. It shall refrain from deleting any symbol or wording marking the ownership or restrictions on the use of rights, from making use of the means of communication that may infringe third party rights or any laws or from making harmful use of them.

The means of communication may be invoiced, particularly in the event of specific configuration.

In the event of termination of the commercial relationship for whatever reason, the Customer undertakes to immediately remove the means of communication from its communications media.

The Customer expressly undertakes not to use the Products as loss-leader products. In this case, the Customer will be held seriously liable.

The Customer undertakes to respect the image of the Products and of ASSA ABLOY France. Any direct or indirect denigration, parasitism

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or other attack on the image of ASSA ABLOY France shall incur the liability of its perpetrator.

## 9.3. Confidentiality - Trade secrets

The Parties each undertake to keep any oral or written confidential information confidential, regardless of its medium (discussion reports, drawings, electronic data exchanges, activities, facilities, projects, know-how, Products, etc.) exchanged when preparing the Contract, even in the event of unsuccessful discussions, or during the performance of the Contract. Accordingly, the Parties undertake to:

- keep all confidential information strictly secret and, in particular, never to disclose or communicate, in any way, directly or indirectly, all or part of the confidential information, to anyone, without the prior permission in writing of the other party;
- refrain from using all or part of the confidential information for purposes or for an activity other than the performance of the Contract;
- make copies or imitations of all or part of the confidential information or make products or have Products made using the said information.

The Parties undertake to take all necessary measures to ensure compliance with this confidentiality obligation, throughout the Contract and even after its expiry, and to vouch for compliance with this obligation by all their employees. This obligation is a performance obligation.

Any breach by ASSA ABLOY France of this Clause no. 9.3 shall constitute a serious breach by the Customer and shall invariably cause loss to ASSA ABLOY France.

## 10. Unforeseen circumstances

It is agreed that, in the event of a change in circumstances that was unforeseeable when the contract was concluded making the performance excessively expensive for one of the parties, they shall renegotiate amending the Contract in good faith. It is agreed, although this list is not exhaustive, that the following events in particular are being referred to: changes in prices of raw materials, changes in procurement arrangements and costs, changes in customs duties, changes in exchange rates and changes in legislation. In the event of a refusal or failure of the renegotiation, the parties may agree to terminate the Contract, on the date and according to the terms and conditions they shall determine. ASSA ABLOY France therefore states that it does not accept in advance the risk of such changes in circumstances. No stipulation of a firm price or other wording may be construed as acceptance of this risk.

## 11. Force majeure

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

Force majeure is an event beyond the control of one of the parties, which could not be reasonably foreseen on concluding the Contract and whose effects cannot be avoided by appropriate measures, preventing the performance of its obligation.

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

Where the hindrance is a temporary event, performance of the obligation shall be suspended. If the duration of the impediment exceeds three months, the parties shall consult each other as soon as possible to consider the future of the Contract in good faith.

Each Party shall inform the other Party, promptly, of the occurrence of a force majeure event of which it becomes aware and which, in its view, may 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) as understood under the meaning and for the application of articles L.541-10 to L.541-10-17 of the Environmental Code.

This mainly includes certain electrical and electronic equipment (EEE) products, certain construction products or materials from the building sector (PMCB) and batteries and accumulators (PA).

Under the EPR principle, ASSA ABLOY France has the obligation to contribute to the prevention and management of waste from the Products it markets.

In this respect and in order to manage the waste generated by 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 with registered office 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 no. B 902 722 172 with registered office 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 with registered office at 52 Boulevard du Montparnasse 75015 PARIS - <https://www.screlec.fr>

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

- Under Article L.541-10-1 1° of the French Environment Code (EMBM): FR027132\_01AMMW
- Under Article L.541-10-1 3° of the French Environment Code (PAP): FR027132\_03AXOV

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- Under Article L.541-10-1 5° of the French Environment Code (EEE):  
FR027132\_05H94C

- Under Article L.541-10-1 4° of the French Environment Code (PCMB):  
FR301611\_04ZFW

- Under Article L.541-10-1 6° of the French Environment Code (PA):  
FR027132\_06RBJH

These identifiers confirm to the company's registration with the administrative authority as a producer subject to the principle of extended producer responsibility under Articles L.541-10 et seq. of the Environmental Code.

When a good marketed by ASSA ABLOY France falls within the scope of EPR, the waste emanating therefrom shall be specifically managed by the competent eco-organisation at a cost that takes the form of a financial contribution (eco-participation) ultimately payable by the end Customer having acquired the Product marketed in France.

The eco-participation shall cover the costs of prevention, collection, transport and treatment of this waste. The amount of this contribution shall be determined by the appropriate eco-organisation to which the company is affiliated based on a scale of assessment that it shall determine and that may be revised upwards or downwards during the year.

It shall be strictly and fully passed on to the Customer without any possibility of a reduction or rebate. This scale of assessment may be shared with the Customer promptly upon request.

ASSA ABLOY France shall notify its Customers of the unit costs of waste management for the related Products that it markets. These costs shall be specifically stated on the invoice.

Pursuant to the EPR mechanism, the Customer shall be responsible for notifying this cost to the consumer -end customer, by indicating this specifically on the invoice when an invoice is issued or by any other appropriate means in other cases.

Furthermore, it should be noted that, when a Product governed by the EPR principle is sold, the distributor, including in case of distance selling, may be obliged to take back free of charge or have taken back free of charge the waste from these Products that the consumer disposes of, under the terms and conditions outlined in the Environmental Code, particularly in Articles R.541-158 et seq.

It is worth noting that failure by the Customer to comply with its obligations under the EPR mechanism is likely to expose it to the criminal penalties set out in the Environmental Code.

The purchaser undertakes to use the resources established by ASSA ABLOY France when it wishes to dispose of such Products, or, as the case may be, to pass on such information to all successive purchasers of the said Products.

Additionally, the Customer hereby agrees to comply with any other obligation binding on from existing or subsequent environmental regulations.

## 13. Warranty and liability

### 13.1. Warranty

ASSA ABLOY France undertakes to rectify any operational malfunction arising from a design, manufacture, materials or

execution defect, within the limits of the following provisions. ASSA ABLOY France's obligation shall not apply in the event of a defect arising from either a design or placing into service imposed by the Customer.

ASSA ABLOY France hereby guarantees its Products against any defect or flaw pursuant to Articles 1641 et seq. of the French Civil Code.

Warranty is limited to the repair or replacement of the parts acknowledged as defective by ASSA ABLOY France returned to its workshops at the Customer's expense and risk.

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

It is expressly specified that ASSA ABLOY France shall in no event be liable to the Customer for any compensation of any kind whatsoever on account of any prejudice of any nature whatsoever and for any payment of any expenses whatsoever due to defects or flaws in the Products sold.

### 13.2. Obligations of the Customer

In order to be able to benefit from these provisions, the Customer must notify ASSA ABLOY France, promptly and in writing, of any defects it attributes to the product and provide all evidence (photographs and descriptions) regarding their reality. It must give ASSA ABLOY France every opportunity to determine these defects.

### 13.3. Liability

The civil liability of ASSA ABLOY France, all causes combined with the exception of bodily injury and gross negligence, shall be limited to the price of the Products excluding VAT received.

ASSA ABLOY France shall be liable only for the direct material damage caused to the Customer, resulting from mistakes in performing the Contract which is exclusively attributable to it. ASSA ABLOY France shall not be under any obligation to compensate either non-material damage or indirect damage, such as loss of operation, production, profit, loss of opportunity, commercial harm, loss of image, loss of earnings, etc.

Its liability may not be incurred in relation to any additional insurance policy.

Where penalties and compensation provided for have been agreed mutually, they shall be inclusive, discharge the party concerned and exclude any other penalty or compensation.

The Customer waives any recourse against ASSA ABLOY France and its insurers for damage excluded by these terms and conditions or by the Contract, and vouches for such a waiver by its insurers.

### 13.4. Warranty and liability exclusions

Any warranty and liability is excluded for incidents involving force majeure or, in particular, in the following cases:

- normal wear and tear of the Product,
- non-conformity with the intended use of the Product not mentioned in the Contract,
- bringing into service, assembly, installation, use or maintenance that is incorrect, inadequate or non-compliant with any instructions given by ASSA ABLOY

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France or the manufacturer of the Product, or the rules of the art of use,

- non-compliance by the Customer, the user or a third party with the safety and environmental regulations applicable thereto,
- negligence, a lack of monitoring,
- lack of competence of the person bringing the Product into service or the user of same,
- 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, or defects/flaws arising in part or in full from the normal wear and tear of the Product,
- unsuitable storage conditions,
- damage, defects or accidents attributable to the Customer, the user or a third party, or a fault committed by the Customer in relation to the performance of the Contract,
- resulting from the use by the Customer of technical documents, information or data issued or imposed by the Customer,
- force majeure event as set out in these terms and conditions.

The warranty shall be suspended in the event of non-payment by the Customer by one of the contractual payment terms.

## 13.5. Regulatory compliance

ASSA ABLOY France undertakes to deliver Products that comply with the applicable technical regulations and technical standards with which it has explicitly stated compliance.

The offer includes regulatory requirements (low-voltage directive, electromagnetic compatibility, etc.) and more generally, ASSA ABLOY France safety requirements by at the time it is made. In the event of a change in the regulatory requirements between submission of the offer and full performance of the Contract, ensuring compliance is not the responsibility of ASSA ABLOY France, which shall communicate an additional offer to the Customer to that effect. Also, if within the same period, ASSA ABLOY France receives information necessary for the Product, which it did not have when making the offer, the additional modifications or equipment made necessary accordingly, shall be made in an additional offer.

The Customer or, where appropriate, the user shall be responsible for bringing the Product into service under normal conditions of use and in accordance with the safety and environmental laws in force at the place of use as well as the best practice of its profession.

The Customer is responsible for choosing a Product that matches its technical need or that of its own Customer, and, if necessary, for ensuring that the Product is suitable for the intended use and 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 accredited by ASSA ABLOY France shall result in cancellation of the declaration of conformity delivered by ASSA ABLOY France. The replacement of a part that has an effect on

safety with a part that is not an original part shall also result in cancellation of the said declaration.

## 14. Personal data

Pursuant to the provisions of the General Data Protection Regulation or "GDPR", ASSA ABLOY France hereby notifies the Customer that in establishing and monitoring the contractual relationship between them, ASSA ABLOY France may collect and process personal data on the Customer and/or the Customer's employees. Personal data shall be required to (a) establish and monitor the contractual relations between ASSA ABLOY France and the Customer, implement the contractual commitments entered into and more generally fulfil the obligations arising therefrom, (b) satisfy and implement all related administrative, accounting and tax formalities, (c) comply with applicable legal and regulatory provisions, (d) manage ASSA ABLOY France operations.

When processing personal data, ASSA ABLOY France hereby undertakes to: (a) ensure that the data concerned is accurate and up to date, and make any corrections and/or additions required as soon as possible, (b) ensure that the processing complies with the applicable legal provisions, (c) and process personal data in full compliance with the principle of fair, lawful and transparent processing, in compliance with the principle of data minimization, and under requirements that guarantee their security and confidentiality.

Personal data on the Customer and/or the Customer's employees are intended for the internal services of ASSA ABLOY France and may be shared with third parties for the aforementioned purposes, the tax and/or social security authorities, the accounting and/or legal service providers of ASSA ABLOY France and, more generally, the partners and contacts of ASSA ABLOY France on a need-to-know basis for the purposes mentioned above.

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

ASSA ABLOY France shall retain in its systems the personal data collected for a period limited to the time needed to achieve the purposes for which they are processed and/or to meet specific regulatory or contractual obligations.

Under the GDPR, the Customer and/or the Customer's employees whose personal data is processed shall have a right of access, rectification and deletion of their personal information, as well as a right of opposition and withdrawal of their consent if the processing of their personal data is based on consent, as well as a right to oblivion and/or limitation of the processing using their personal data, within the limits and conditions laid down in the GDPR. These rights may be exercised at the following address: DPO ASSA ABLOY France: [vieprivee.france.openingsolutions@assaabloy.com](mailto:vieprivee.france.openingsolutions@assaabloy.com) Additionally, data subjects shall have the right to lodge a complaint with the French Data Protection Authority (CNIL).

In return, the Customer hereby undertakes to process the personal data of ASSA ABLOY France employees in strict compliance with the provisions of the GDPR. The Customer also undertakes to notify the provisions of this Article to its employees whose personal data may



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be processed by ASSA ABLOY France for the purposes mentioned above.

## 15. Ethics

ASSA ABLOY France hereby declares that, during the three years prior to the signing of the order, it has complied with the standards on: (i) fundamental human rights, particularly the prohibition of (a) the use of child labour and any other form of forced or compulsory labour; (b) any form of discrimination within its company or with regard to its suppliers or subcontractors; (ii) embargoes, arms and drug trafficking and terrorism; (iii) trade, import and export licenses and customs; (iv) health and safety of employees and third parties; (vii) economic offences, particularly corruption, fraud, influence-peddling (or equivalent offence under the national law applicable to the order), swindling, theft, misuse of company assets, counterfeiting, forgery and any related offence; (viii) the fight against money laundering; (ix) competition law.

The Customer also undertakes to comply with all the rules laid down hereinabove and with the Business Partner Code of Conduct drawn up by ASSA ABLOY France.

## 16. Export Control and Sanctions

The Customer agrees 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 listed on a sanctions list, has engaged in transactions that would place them on a sanctions list, has engaged in 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 must implement a monitoring mechanism to detect behaviour that may be non-compliant with export control laws. The statements and warranties in this Clause shall remain true at all times, and Customer shall promptly notify ASSA ABLOY if they cease to be true or if Customer experiences any problems with the obligations of this Clause. Customer shall not engage in transactions for military use without ASSA ABLOY's express approval. The Customer shall maintain complete and accurate records of all actions taken while representing ASSA ABLOY and shall provide all information about product requests suspected of violating economic sanctions and export control laws. Customer shall cooperate with ASSA ABLOY in complying with such sanctions and laws and shall provide documentation relating to any commercial transaction involving the product within two weeks upon request. ASSA ABLOY shall not be obligated to make any payment or take any action that it believes in good faith might violate or circumvent economic sanctions and export control laws. ASSA ABLOY may immediately terminate the relationship with the Customer if the statements or warranties cease to be true or if the Customer breaches the commitments of this clause. In the event of termination, all obligations of the contract end, but the Customer remains liable for any breach of its obligations.

## 17. Termination - Contractual penalties

No termination clause may be invoked unless a stipulation expressly accepted by ASSA ABLOY France exists, with sufficient performance time after formal notice and stating in detail the obligations whose non-performance may result in termination.

Application of Article 1222 of the French Civil Code relating to the right of the claimant to itself have the obligation performed, is expressly excluded.

No request for a price reduction, for whatever reason, and in particular based on Article 1223 of the French Civil Code, may be granted without the prior and express agreement of ASSA ABLOY France.

The fact that ASSA ABLOY France does not avail itself at any given time of any of the Terms and Conditions may not be construed as a waiver do so at a later time.

The nullity of any of the provisions of these Terms and Conditions shall not affect the validity of the other clauses.

## 18. Settlement of disputes

ASSA ABLOY France and the Customer hereby agree that they shall endeavour to settle their disputes amicably prior to resorting to any other means of settlement within thirty (30) days of giving written notice of the existence of a dispute by any of the parties to the other party.

Failing an amicable settlement within a period of one month from the first request, the Commercial Court of Troyes shall have sole jurisdiction, regardless of the place of delivery, the method and place of payment, including where payment is made by direct debit, and including in the event of a guarantee claim, summary proceedings or multiple respondents.

The Contract and the sequels thereto shall be solely governed by French law, excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods, equally known as the Vienna Convention.

In the event of any translation of these GTC, only the French version thereof shall be deemed authentic.

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## LOGISTICS

### FRANCO

Orders shall be carriage paid for a net value equal to or greater than €450 excluding VAT (all types of items, excluding orders for keys only) and per establishment (i.e. establishment in Longué, Sainte Savine or Oust-Marest).

For all orders of less than €450 excluding VAT per establishment (i.e. establishment in Longué, Sainte Savine or Oust-Marest), transport costs of €14.50 excluding VAT shall be invoiced. For all orders for a single key or several keys, transport costs of €8 excluding VAT per order shall be invoiced. Similarly, any order for delivery outside mainland France and Corsica may give rise to the application of carriage and packaging charges, under conditions that may be notified on request by the Customer.

### MINIMUM ORDER

The minimum order amount is set at €50 excluding VAT per production site, i.e. the Longué, Troyes or Oust-Marest factory. An order of a lower amount may either not be taken into account or be invoiced for €25 except for orders for single keys and orders sent by EDI or through our web applications (special conditions).

### SHIPPING COSTS

Any shipment made at the Customer's request, by express delivery or on the same day as the order is received, shall attract a flat-rate surcharge of 5%.

Any shipment made at the Customer's request to a recipient whose address and/or company name are different from those of the invoice shall attract a flat-rate surcharge of 9%, unless otherwise agreed between the parties or set forth in ASSA ABLOY France's rates.

For Products sold ex works, the ecotax shall be invoiced.

## RETURNS/AFTER-SALES SERVICE POLICY

### Returns

A return, namely taking back Products and issuing a credit note in favour of the Customer, shall only be made subject to the express, written consent of ASSA ABLOY France. The fact that ASSA ABLOY France has agreed to a return shall not give the Customer the right to obtain a return for other, even identical, Products.

Where ASSA ABLOY France has agreed to the return, the return must, in particular, meet the following cumulative conditions:

- return is only allowed for Products listed in the ASSA ABLOY France catalogue applicable at the time of the return request;
- the Customer must return the Product at its expense and risk;
- the return must be made to the place indicated by ASSA ABLOY France or, if not specified, 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 issuance of a credit note corresponding to the prices of the Products concerned, after a check of the condition of the Products, less a minimum set deduction of 25% for the administrative processing of the return and, where appropriate, additional costs, particularly cost of refurbishment;
- the return must be made within six months of delivery;
- the return must be made following the procedure established by ASSA ABLOY France for this purpose and communicated on request.

Issuance of the credit note may be related to an offset order.

In the event of the manufacture of a Product according to a design brief meeting technical specifications requested by the Customer, the provisions of this Article do not apply, as no return shall be accepted.

### Product repairs

In the event of a return of the Products for repair and unless ASSA ABLOY France's liability is incurred under the legal warranty, repairs shall be made and invoiced based on an hourly rate of €60 net exclusive of VAT, with a minimum invoice of one hour.

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