

GENERAL TERMS AND CONDITIONS OF PURCHASE OF KEBA AG

1. *Scope of application, definitions*

- 1.1 These General Terms and Conditions of Purchase ("GTCP") apply to all transactions involving the supply of goods and the render of services between KEBA AG ("KEBA") and the supplier of goods or services.
- 1.2 The supplier of goods or services is referred to as "the supplier" in the present GTCP, regardless of whether his function lies in replying to an enquiry, making offers or acting as vendor, contractor or service provider. "Delivery" does not merely comprise the legal act of delivery of goods, but also ancillary services, thus including consulting or assembly, and the fulfilment of legal transactions. "Parties" are the supplier, KEBA and both acting jointly together. The term "goods" refers to the subject of the delivery.
- 1.3 The supplier's General Terms and Conditions or forms are not accepted or shall not become part of the contract, regardless of whether KEBA was aware of them or not, whether KEBA denied their application or not, regardless of whether they are in conflict with the conditions of the GTCP or not. Even the acceptance of delivery without objection does not constitute a submission of KEBA to such conditions.
- 1.4 On the other hand the supplier submits himself to the application of the GTCP by accepting an order from KEBA and/or carrying out a delivery. If KEBA is in business relation with the supplier for an extended period of time or places subsequent orders with the supplier, the GTCP will even become applicable in the absence of specific reference to their application.
- 1.5 Deviations from the GTCP shall only become valid, if they have been explicitly agreed between the parties in writing.

2. *Cost estimates, orders and offers*

- 2.1 Cost estimates of the suppliers are binding and the suppliers shall warrant their accuracy, unless it is otherwise agreed in writing.
- 2.2 Proposals by KEBA to enter into a legal transaction will only constitute a binding order by KEBA if they are in writing, if the goods or services are described in a sufficiently definite way and if it expressly indicates KEBA's intention to be bound in case of acceptance. Even in this case, KEBA is entitled to withdraw the order until the beginning of the legal transaction.
- 2.3 The supplier must review all the detailed information in KEBA's order, especially the technical specifications and conditions, other descriptions, specifications and data for their technical feasibility and appropriateness and has to warn KEBA without delay if these are erroneous, incomplete, ambiguous, objectively not feasible or are in conflict with KEBA's justified expectation that they will prevent the success of the delivery as stated in the contract.
- 2.4 Proposals by the supplier to enter into a transaction shall constitute a binding offer if they contain a sufficiently definite description of the goods or services. The supplier may not revoke such an offer for at least 14 days after its receipt by KEBA. The costs associated with preparation, formulation and submission of the offer shall be borne by the supplier in all cases; KEBA is not obliged to archive or return the offer and the attached documents.

3. *Conclusion of the transaction (contract) and modifying its content*

- 3.1 The transaction shall become effective if a binding offer by the supplier is agreed by KEBA (acceptance, order confirmation) or a valid order by KEBA is agreed by the supplier. If the supplier starts to execute the transaction, this act shall be deemed as acceptance agreement.
- 3.2 If the supplier's acceptance contains additions or modifications to KEBA's order, these will be deemed to be unwritten, unless the supplier has explicitly referred to these supplements or changes. Subsequently, the closing of the transaction is subject to the explicit agreement in writing by KEBA to these additions or modifications; the taking over of the goods or services by KEBA does not in itself constitute an effective agreement in the following.
- 3.3 If KEBA's acceptance (order confirmation) deviates from the supplier's offer, this deviation or modification is held to be agreed, unless the supplier objects to it within 14 days of reception, or at the latest on the execution of delivery.
- 3.4 Until the supplier has completely accomplished all of its obligations, KEBA is entitled to require changes, including change of goods or services, provided that the supplier can reasonably be expected to comply with these changes and consequences as far as delivery and expenses are adequately taken into account.

4. *Subject of delivery or performance*

- 4.1 The subject of the delivery or performance only complies with the contract (i) if it is manufactured or performed required by with the agreed specifications and (ii) if it is suitable for the purposes for which the subject of the delivery or service are ordinarily be used and (iii) if it is suitable for any particular purpose expressly or impliedly made known to the supplier and (iv) if it meets the legitimate safety expectations of KEBA and its customers in terms of protecting life and limb, health and property in line with the very latest, generally available rules of technology and science and (v) if it complies with the guidelines subject to public law (i.e. national and international provisions under public law) for protecting consumers, employees or the environment and (vi) if it is free from any rights or claims of a third party based on industrial property or other intellectual property.
- 4.2 The subject of the delivery or service further only confirms with the very latest available technical standard, if it meets the KEBA guidelines or other applicable technical norms as well as the harmonised regulations in the EU for protecting employees, third parties or the environment. If public regulations for the protection of consumers, employees or the environment require labelling, the production and submission of conformity declarations, compliance declarations, operating and assembly instructions etc, production of these and their submission to KEBA will become part of the obligations for delivery or service. Even without such obligation, the supplier must produce and supply a description, operating instructions and, if necessary, assembly instructions if required for the intended use.
- 4.3 If the subject of delivery is a machine, the supplier shall secure supply to KEBA of spare parts as well as replacement parts or parts for use as replacement parts for a period of at least 10 years after notice of discontinuation of the subject of delivery or service, and at the earliest after completing delivery or service. The delivery of spare parts and replacement parts may not exceed the series price.

5. *Protective regulations and information*

- 5.1 The supplier must comply with national and international public, environmental and safety regulations in the version prevailing at the time of delivery, eg EU packaging directive 94/62/EC, Battery Directive 2006/66/EC including changes according to the Eco Design Directive 2009/125/EC. This provision specifically applies to bans on substances and restrictions such as those in the RoHS Directive 2011/65/EU and REACH Regulation (EC) No 1907/2006 Annex XVII, Annex XIV, which must be complied with. Among others, this includes obligations under REACH Regulation Art. 33. "Duty to communicate information on substances in articles" (SVHC, see ECHA candidate list), Art. 7 "Registration and notification of substances in articles".
Relevant certifications, test results and evidence must be supplied free of charge. Furthermore the supplier will comply with the EU Regulation 2017/821 for the use of conflict minerals.
If the goods are items of electrical equipment within the meaning of the ROHS Directive 2011/65/EC and WEEE Directive 2012/19/EU, the goods must comply with these regulations.
- 5.2 The supplier is responsible for the collection and dealing with electrical and electronic equipment, regardless of whether KEBA is the final user or not. Thus the supplier is also fulfilling the obligation on the manufacturer. In the same way, the supplier is subject to the disposal obligations under the Federal or State Waste Management Acts. If KEBA performs this duty for the supplier, regardless of whether or not KEBA is subject to a statutory duty, the supplier must reimburse KEBA for the expense incurred.
- 5.3 The supplier must provide KEBA with all necessary and helpful information on the goods or services to be delivered in order to enable KEBA to meet statutory regulations for the protection of consumers, employees or the environment. This includes specifically - but is not limited to - information relating to packaging, transport, storage, use and waste disposal.
6. *Prices, invoicing*
 - 6.1 Except explicit agreement to the contrary, all prices are "DDP, KEBA's registered office" or "DDP, named place of destination". They accordingly include the cost of packaging, loading, transport and transport taxes, customs and import and export levies. Unless otherwise agreed, the prices include recovery and proper use and disposal of electrical and electronic equipment and packaging.
 - 6.2 The prices agreed in the contract are fixed prices.
 - 6.3 Invoices must be in at least two copies, with the second copy marked as a duplicate. The invoices must include all order and delivery data, the UID, and, if necessary, the ARA licence number. If ancillary services (such as assembly) are performed and paid for in addition to delivery or if the price includes transport costs, these must be shown separately on the invoice. If ancillary services require separate confirmation (timesheets, confirmation of work etc), these documents also must be attached to the invoice.
 - 6.4 Invoices which do not comply with the material or formal requirements of 6.3 above or statutory regulations, specifically with regard to tax and customs law, do not constitute proper invoices and therefore do not trigger liability for payment.

7. Delivery

- 7.1 Delivery times and dates are binding on the supplier. Delivery must be made on time at the place of destination agreed explicitly between the parties or specified in the GTCP. Partial deliveries are subject to explicit agreement by KEBA. Additional costs for accelerated transport required to meet the delivery time or date are borne exclusively by the supplier. The rights and duties of the parties with regard to delivery (shipping), transfer and the transfer of risks are determined by Incoterms 2000.
- 7.2 All deliveries must be accompanied by a delivery note stating the exact item(s) delivered, all order data, the gross and net weight, and, where applicable, information for compliance with export permissions (such as Export Control Commodity Number). Documentation for preferential treatment, such as a movement certificate and certificate of origin, also has to be attached. Regardless of the agreed delivery clause in Incoterms 2000, the supplier must complete the export clearance for delivery from outside the EU and attach a customs invoice to the transport papers. The delivery papers – for delivery within the EU – must include the data required by KEBA to produce labour market statistics. If KEBA forwards the goods, the supplier must assist KEBA appropriately with import customs permission to the third party country. If the specified papers are either missing or incomplete, KEBA is entitled to refuse to accept delivery.
- 7.3 If KEBA gives instructions regarding packaging, shipment, mode of transport or carrier, these instructions must be complied with. Packaging must be selected in such a way to ensure safe transport. If the contract specifies that the supplier is to be reimbursed for the costs of packaging, the claim is limited to the costs incurred by the supplier.
- 7.4 Transfer of risk from the supplier to KEBA is in accordance with the Incoterm clause agreed between the parties. However, in case of final acceptance, the transfer of risk does not happen before the acceptance.
- 7.5 The supplier, as part of quality assurance, is obliged to check the goods for conformity with the contract, product safety and environmental sustainability. On delivery of goods, KEBA only checks identity, delivery quantity and any transport damage clearly evident on the packaging from the outside. The supplier waives any duty to examination and notice of non-conformity under the applicable law.
- 7.6 KEBA is not obliged to accept deliveries before their scheduled date. If KEBA nevertheless accepts delivery, the contractually agreed delivery date will be decisive for the start of the payment and warranty periods and transfer of risk. The supplier will be in default if he fails to make a delivery at the agreed place of destination within the agreed or specified delivery period or on the agreed or specified delivery date. Due performance shall be examined on the time of transfer of risk; however, if there is a final acceptance, it is based on the time of final acceptance. In the event of default, KEBA is entitled to demand a contractual penalty of 1 % of the price for each calendar day or part thereof, limited, however, in total to 5% for each instance of default.

8. Suspension and cancellation of delivery

- 8.1 KEBA has the right to require from the supplier to interrupt with further delivery at any time. In this case, the supplier must notify KEBA of the resulting consequences in detail, especially of costs and postponed deadlines. If KEBA requests suspension of delivery for a period of less than three months, the supplier has no claim for additional compensation.
- 8.2 Up to the completion of delivery, KEBA may withdraw from the contract without any reason. KEBA shall reimburse the supplier for unavoidable expenses up to that point. No claim for loss of profit shall be admissible.

9. Terms of payment

- 9.1 Unless otherwise explicitly agreed, the price – subject to the provisions of 9.2 below – is due within 90 days of receipt of the invoice, provided that the supplier has provided the goods or documents enabling disposition of the goods available to KEBA. For payment within 30 days, KEBA receives a discount of 3%. In the event of partial invoices, entitlement to discount is based separately on each partial invoice. Payment shall be in time, if the order in the form of a transfer to the bank is given on the last day of the period. Settlement of an invoice by offsetting constitutes payment. Costs and fees for cashless payment are borne by the supplier, except for those of KEBA's bank.
- 9.2 An invoice to be due for payment requires that the delivery has been made in full and in conformity with the contract and that KEBA has had an opportunity to examine the goods beforehand; in addition to this, the invoice is auditable, and the invoice and attachments meet the further requirements mentioned in 6.3 above. If the supplier is obliged to provide further documents in addition to the goods, as specified in 4.2 and 7.2 above, the period for payment only begins on complete presentation of these documents.
- 9.3 Unless otherwise agreed between the parties, KEBA shall be entitled to retain a liability deposit of 10% of the invoice amount as security for compliance with contract of the goods or service. If the goods or services do not conform to the contract, the total invoice amount is not due until complete remedy of the lack of contractual conformity.

- 9.4 KEBA shall be entitled to settle its payment obligations by setting off claims of companies against the supplier in which KEBA has a participation of at least 50 %.

10. Warranty, quality assurance

- 10.1 The supplier guarantees the conformity of the goods or services with the contract. The goods or services will be in conformity with the contract if they satisfy the conditions of paragraph 4 above and the provisions as contained in this paragraph. Specific descriptions of the goods or services or the parts thereof or guidelines for a particular manufacturing issued by KEBA shall not be binding on the supplier to the extent that they are likely to hinder or adversely affect the requirements under paragraph 4 above.
- 10.2 The supplier must ensure that the goods delivered are free from any right or claim of a third party based on industrial property or other intellectual property of which the supplier knew or could have been unaware at the time the contract was concluded. Regardless of the above mentioned provisions, the supplier warrants in any event that the goods or services are free of third party IPR in the territory of the European Union and the United States of America and Canada.
- 10.3 The duration of supplier's warranty period is 24 months, starting from the time of transfer of risk, or if final acceptance is scheduled from the time of final acceptance. If delivery – whether the goods delivered are modified or not – is made to KEBA customers and the supplier is aware of this, the warranty period begins with acceptance of the goods or services by KEBA's customer. If the defect cannot be detected by proper examination at the times described above, the warranty period does not begin before discovery of the defect. If a defect is remedied by repair or exchange, the warranty period begins anew on completion of the repair or exchange.
- 10.4 If the defect appears within 12 months of the beginning of the warranty period, it shall be presumed, unless otherwise demonstrated, that the defect has existed at the commencement of the warranty period time.
- 10.5 If a defect can be remedied, it will be up to KEBA to decide whether this shall be done by delivery of substitute goods or by repair. KEBA is not obliged to offer the supplier an opportunity to remedy the lack of conformity by restitution in kind ("natural restitution"). The costs and expenses to remedy the lack of conformity as well as specifically transport, travel, labour and material costs and the cost of locating the cause of the defect are borne by the supplier. The supplier shall remedy the lack of conformity at the place of destination unless delivery is made in accordance with the contract directly to the KEBA customer.
- 10.6 The supplier is obliged to establish a quality assurance system as such of ISO 9001. The purpose of establishing and maintaining the quality assurance system is to ensure the contracted quality of goods or services and product safety, compliance with statutory regulations for protection of employees, third parties and the environment, and to warrant that a defect can be retraced retrospectively. If the supplier receives prior deliveries from third parties, he shall warrant the quality of such prior deliveries either by means of his own resources, especially through a fully comparable quality assurance system by his subcontractor, or by contractually integrating the subcontractor in KEBA's quality assurance system. KEBA is entitled to review the establishment and maintenance of the quality assurance system, including the authority to carry out regular audits at the supplier. Records of manufacture and manufacturing controls must be kept for 13 years from the last delivery and supplied to KEBA on request.
- 10.7 The supplier must notify KEBA in a timely manner of changes in material subcontractors, changes in materials, production processes or locations and changes in conformity testing. Such changes will be subject to written approval by KEBA if compatibility of form or function of goods or its individual components are no longer guaranteed for KEBA or its customers, if the suitability for use is impaired, if the properties agreed or required for the planned or normally presumed use are no longer ensured or if the good is no longer backward compatible as a result.

11. Liability

- 11.1 The supplier shall be liable to KEBA without restriction for compensation including loss of profit suffered by KEBA resulting from acts or omissions which turn out to be a breach of contract or of the law. Any culpable act or omission attributable to subcontractors or sub-suppliers who had been engaged by the supplier serves a supplier's act or omission. Negligence of the supplier shall be legally superfluous in the event of non-blame related liability (i.e. for defective goods) or strict liability in tort due to the applicable law. The agreement or payment of contractual penalty does not prevent KEBA from claiming further damages.
- 11.2 KEBA's claims for recourse are equivalent to claims for damages if KEBA is faced by third party claims as a result of the supplier's goods or services. The requirements for and scope of rights of recourse are governed by the applicable law.

- 11.3 The supplier indemnifies KEBA, KEBA's contractual partners and other third parties in the event that the supplier is liable to KEBA under 11.1 and 11.2 above or if KEBA has rights of recourse against the supplier. If the supplier meets to fail his legal duty to maintain safety in the design, manufacture or presentation of goods or by failing to exercise the proper controls (in particular by failing to observe or by breaching quality assurance obligations), then the supplier will be liable to KEBA for damages. If the supplier is aware or, through due diligence, could not have been unaware that the goods or services or KEBA's end product is being defective or likely to become defective, leading to danger to life, limb, health, property or the environment, then the supplier is obliged to recall the goods. The supplier shall bear any cost and expense insofar as the supplier has necessitated the recall. Measures taken by KEBA in the course of the product recall constitute expenses under the preceding provisions.

12. Intellectual property rights and other documents

- 12.1 The documents provided by KEBA to the supplier to carry out delivery or service (drawings, plans, specifications, standard sheets, models etc) remain the property of KEBA and may only be used to carry out the delivery or service. They are confidential and may not be forwarded to any third party or used for purposes other than carrying out the delivery or service without KEBA's previous approval. They must be returned to KEBA at its request, or at the latest on completion of delivery or service; copies must be destroyed, and data deleted.
- 12.2 If existing intellectual property of the supplier is necessary or at least useful for the use of the goods or services, KEBA is irrevocably entitled to use this intellectual property for these goods or services unrestrictedly and without charge. KEBA is entitled to transfer this right of use to third parties or grant sublicenses, if necessary, to market the goods or services (modified or not modified), offer them for sale, use, maintain or improve them.
- 12.3 If the goods or services include or consist of software, standard software is provided to KEBA for use for the specified purpose; such use includes use in any given system environment and transfer of the right of use. KEBA is further entitled to make backup copies of the standard software; duplication of standard software for the purpose of proper data backup is also part of use for the specified purpose. User documentation (specifically user and operator manual) are part of the delivery even without separate agreement.
- 12.4 If the goods or services include stand alone software (individual software) or consist of individual software (i.e. software produced specifically for KEBA's needs), the supplier shall grant KEBA an exclusive, unrestricted and transferable right of use and provide the source and object code in both human and machine readable form.

13. Tools, moulds and other production aids

- 13.1 Tools, moulds, production aids and other means produced at KEBA's expense to carry out delivery or service become KEBA's property on payment. The property shall be transferred to KEBA by KEBA's mere order to the supplier to keep the tools, model or other production aid exclusively in KEBA's name. The items specified must be identified in some appropriate way as KEBA's property and shall be used exclusively to carry out the delivery or service. They must be maintained, repaired and if necessary replaced at the supplier's expense. The tools, moulds, production aids and the like owned by KEBA must be provided at the latest on completion of the delivery or service. However, regardless of this, KEBA is entitled to require delivery of these items without delay, if performance of delivery or service by the supplier results in a breach of the contract. Retention rights in the specified items, for whatever legal reason, are excluded.

14. Confidentiality

- 14.1 The following are subject to confidentiality: (i) business and industrial secrets, (ii) data and information specifying how the supplier shall carry out to manufacture or provide the goods or services, and (iii) all the data, information, documentation (regardless of physical form) designated by one party as confidential at the time of transfer or availability, and (iv) knowhow of one of the parties (data to be kept confidential).
- 14.2 The parties undertake to maintain strict confidentiality of confidential facts and to preserve them from third party access. To comply with this confidentiality obligation, each party shall take all necessary and reasonable organisational measures. Confidential data may also be made available only to the employees and/or subcontractors reliant on this information for their profession.
- 14.3 The confidentiality obligation is not affected by the expiration of the contract or relationship to the supplier, but continues for a period of five years after the last delivery.

15. Applicable law, venue

- 15.1 Contractual relationships between KEBA and the supplier shall be governed by the substantive Austrian law, excluding conflict of laws and the UN Convention on the International Sale of Goods and is to be construed in accordance therewith.
- 15.2 Any and all disputes or differences between KEBA and the supplier arising out of or in connection with their contractual relationship or the contract or its execution, including a dispute over the formation of the contract and non-contractual liability or tort liability claims in connection with it, are accordingly subject to the ordinary jurisdiction of the competent court in Linz, Austria. Independently, however, KEBA is entitled to file suit with the competent court of the registered office or branch office of the supplier.

16. Miscellaneous

- 16.1 In case a statement is made by any party requires written form under the GTCP, the transmission in electronic form or by telecopier is sufficient.
- 16.2 Contractual statements made by one of the parties shall become effective either with receipt to the other party or at the time the statement would have been received under normal circumstances with the chosen kind of transmission. Statements received on a Saturday, Sunday or public holiday are deemed to have been effectively received on the subsequent working day.
- 16.3 Statements by the supplier shall be only legally effective if made in German or English.
- 16.4 If individual provisions of the present GTCP are or become void or unfeasible or should the GTCP contain gaps, the validity of the remaining provisions shall in no way be affected. Any void or unfeasible provision or loophole shall be substituted or fulfilled by relative provisions coming as close as possible to the purpose of the contractual understanding and the meaning of the parties.