

Terms and Conditions of Sale and Delivery of the Uhlmann & Zacher GmbH

1. General

1.1 All our deliveries and offers to businesses, legal entities under public law and special funds under public law within the meaning of Section 310 Paragraph 1 of the German Civil Code (hereinafter referred to as "Purchaser") are subject exclusively to the following terms and conditions of sale and delivery (hereinafter referred to as "Terms and Conditions"). They are accepted by the Purchaser upon placement of the order, but at the latest upon receipt of the first delivery and apply for the entire duration of the business relationship.

1.2 Any differing terms and conditions of the customer are hereby expressly rejected; these shall not be deemed accepted even if the order is carried out. Amendments, modifications, or supplementary agreements must be in writing.

2. Offers

2.1 Our offers, information in brochures, advertisements and other publications – including price information – are always non-binding and subject to change, unless we have expressly designated them as a fixed offer.

2.2 The contract is only concluded upon our written order confirmation. If an order confirmation is not sent, the contract is concluded in any case upon delivery of the goods or services as detailed in our invoice, incorporating our General Terms and Conditions.

2.3 We are entitled to make production- or design-related changes to the goods during the delivery period without prior notice, provided that the agreed quality is maintained.

2.4 The documents included with the offer, such as drawings, data sheets, illustrations, plans, etc. (hereinafter referred to as "documents"), do not contain a binding description of the goods' characteristics. They are only relevant to the contractual characteristics of the delivery or service if and to the extent that they are expressly designated as binding.

Discrepancies between the documents and the delivered goods do not constitute a defect.

The documents remain our property; we reserve all copyrights and other rights thereto. They may not be made accessible to third parties without our prior written consent and must be returned to us upon request or permanently deleted.

3. Prices and Payment

3.1 The unit prices listed in the price list valid on the delivery date apply. With the publication of a new price list, all previous price lists become invalid. All prices are ex works, plus statutory VAT and the cost of standard industry packaging. The buyer bears all incidental costs, in particular for shipping and transport insurance.

3.2 Our invoices are due immediately upon receipt, even in the case of partial deliveries. Payment must be made by bank transfer to the account specified in the invoice, quoting the invoice number. The customer shall bear any costs incurred as a result of a breach of this contractual obligation.

Other payment methods are only permitted if they have been agreed upon in writing at the time the order was placed. Invoices are sent electronically in PDF format.

3.3 Cash discounts require a separate agreement. The right to a cash discount automatically lapses if we have other outstanding invoices from the customer arising from our business relationship that are more than 14 days overdue.

3.4 For all orders where delivery, according to the contract or at the customer's request, takes place more than four months after the order was placed, we are entitled to pass on increases in material, energy, and labor prices to the customer, taking into account any price reductions in the aforementioned factors between the conclusion of the contract and delivery. ASSA AB-LOY will provide proof of the price increase to the customer upon request.

3.5 In the event of late payment, we are entitled, without prejudice to any further claims, to charge interest at a rate of 9 percentage points above the base interest rate.

3.6 In the event of late payment or justified concern regarding a significant deterioration of the customer's financial situation or insolvency, we may suspend delivery or, at our discretion, demand immediate prepayment of all outstanding claims – including those not yet due, deferred payments, and those arising from bills of exchange – or provide appropriate security. If the customer fails to comply with the demand for prepayment or security within a reasonable period set by us, we are entitled to withdraw from all contracts and claim damages from the customer. Our rights under the Insolvency Code remain unaffected.

4. Installment Deliveries / Partial Deliveries / Longterm Contracts

4.1 In the case of installment delivery contracts, the customer is obligated to call off each partial quantity to be delivered by us in a timely manner, specifying the type, quantity, and grade. For call-off orders without an agreed term, production batch sizes, and acceptance dates, we may demand a binding commitment regarding acceptance no later than three months after order confirmation. If the customer fails to fulfill their obligations under sentences 1 and 2, even within a reasonable grace period set by us, we are entitled to determine and deliver the partial quantity ourselves or to withdraw from the unfulfilled part of the contract and claim damages.

4.2 We are entitled to make partial deliveries to a reasonable extent, even without a specific agreement. Partial deliveries will be invoiced separately.

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4.3 Indefinite-term contracts may be terminated with 12 months' notice. If, in the case of long-term contracts (contracts with a term of more than 12 months and indefinite-term contracts), there is a significant change in wage, material, or energy costs, we are entitled – taking into account any price reductions in the aforementioned factors – to make a reasonable adjustment to the price. We will provide proof of this adjustment to the customer upon request.

5. Delivery / Transfer of Risk / Delivery Times

5.1 The scope of delivery is determined by our invoice. Unless otherwise agreed, the shipping method is at our discretion.

5.2 The risk of loss or damage to the goods passes to the buyer no later than upon dispatch from the factory. This also applies if partial deliveries are made. If delivery is delayed for reasons attributable to the buyer, the buyer is in default of acceptance and the risk of loss or damage passes to the buyer as soon as we have notified the buyer that the goods are ready for delivery.

5.3 Binding delivery dates must be specifically agreed upon in writing and expressly. Information regarding delivery dates or deadlines contained in offers, order confirmations, or other documents is non-binding, even if it is not expressly designated as such. If a binding delivery date is specifically agreed upon in writing and expressly, it begins on the date of the conclusion of the contract or – in the case of telephone or written orders – on the date of our order confirmation, but in no case before all technical questions have been clarified and not before receipt of any agreed-upon down payment from the customer. Our adherence to the delivery date is in any case contingent upon the customer fulfilling their contractual obligations. The delivery date is considered met if the goods have left the factory or notification of readiness for delivery has been given by the end of the delivery period.

5.4 If events beyond our control occur on our side or at our suppliers, e.g., force majeure such as government intervention, import and/or export bans, labor disputes in our own or third-party companies, delays or failures in the delivery of essential raw materials, components, or parts, machine breakdowns, or power outages, the delivery period shall be extended appropriately – even if a delivery delay already exists. The customer must be notified of the event immediately. We shall not be liable during the duration of the aforementioned events, nor for any resulting damages or consequential damages. If it becomes apparent that the aforementioned event will last longer than six weeks, both parties are entitled to withdraw from the contract.

This also applies if we receive information, cooperation, or final product requirements from our customer that are needed for dispatch or delivery of the goods only after the order confirmation has been sent.

Should our suppliers fail to deliver to us, or fail to deliver in full, despite having concluded timely supply contracts with due diligence, and through no fault of our own, we are entitled to withdraw from the contract with the customer to that extent. Should our suppliers fail to deliver to us on time, despite having concluded timely supply contracts with due diligence, and through no fault of our own, we are entitled to withdraw from the contract with the customer to that extent if our supplier fails to deliver even after we have set a reasonable deadline. We shall not be liable for any damages or consequential damages caused by this.

In the event of non-compliance with binding delivery deadlines, the customer's rights under Sections 281 and 323 of the German Civil Code (BGB) only become available after they have granted us a reasonable grace period for delivery. In the case of partial deliveries and partial orders, it is presumed that the customer has an interest in the partial delivery.

5.5 If the customer is in default of acceptance – even with regard to a partial delivery – fails to cooperate, or if our delivery is delayed for other reasons attributable to the customer, we are entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs).

In the event of default of acceptance, we are entitled, after the expiry of a reasonable period to be set by us, to withdraw from the entire contract or parts thereof and to claim damages for non-performance with respect to the entire contract or parts thereof. If we claim damages for non-performance, the damages to be compensated amount to a lump sum of 20% of the purchase price plus any applicable value-added tax, unless we prove higher damages or the buyer proves lower damages.

6. Export Control

6.1 The products (including software and technology) and/or services to be supplied by us may be subject to export control restrictions, such as the European Dual-Use Regulation (Regulation (EU) 2021/821) or existing embargoes and sanctions against certain countries and/or persons. The customer therefore undertakes to observe and comply with all relevant and applicable export control regulations and rules when carrying out the transaction, in particular the provisions and restrictions under the German Foreign Trade and Payments Act and the Foreign Trade and Payments Ordinance, the relevant EU regulations, especially embargoes against persons and countries as well as measures to combat terrorism, and also – where applicable – the corresponding restrictions and measures of the United States of America. This also applies, in particular, if the customer resells the goods supplied by us, whether unprocessed or further processed, to third parties.

6.2 The Customer further undertakes to inform us immediately of any prohibitions or licensing requirements under the relevant export control regulations concerning the delivery or service to be provided by us or the onward delivery by the Customer of the

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goods to be delivered or delivered by us. This also applies, in particular, if the execution of the legal transaction could constitute an impermissible indirect provision of funds or economic resources within the meaning of the relevant EU embargo regulations because one of the recipients of the services involved is directly or indirectly owned or controlled by a sanctioned natural or legal person, organization, or entity.

6.3 The Purchaser warrants that (i) no personal sanctions of the European Union, the United States of America, or any other country have been or are currently imposed against it, its affiliated companies, its shareholders, managing directors, officers, or employees, or — to the extent known to the Purchaser — against representatives or other persons acting on behalf of any of the aforementioned; (ii) it and/or the aforementioned are not or have not been involved in any business relationships or activities that could reasonably be expected to lead to the imposition of such personal sanctions; (iii) neither he nor the aforementioned maintain, directly or indirectly, business relationships or activities with or for the benefit of natural or legal persons, organisations or entities that are subject to such person-related sanctions or that otherwise violate applicable export control regulations; (2) Neither he nor the aforementioned carry out or have carried out any acts to circumvent the application of applicable export control regulations; (3) Neither he nor the aforementioned have violated applicable export control regulations and/or are or have been the subject of official investigations or inquiries for a violation of applicable export control regulations.

6.4 The purchaser is also obliged to provide us fully and truthfully with all information, documents and data required for assessing the existence of export restrictions and in particular for applying for any necessary license, to inform us about the final destination and end use and to cooperate to the best of his ability in obtaining any necessary license.

6.5 If the customer violates any of the aforementioned provisions and we (including any natural persons acting on our behalf) are therefore held liable by a third party, including law enforcement authorities, we are entitled to withdraw from the contract at any time. The customer is also obligated to indemnify us against all claims asserted against us by third parties due to the customer's violation and to compensate us for any damages arising from such claims.

6.6 If the delivery or service incumbent upon us becomes wholly or substantially impossible due to an export restriction, for example because delivery is prohibited or a required export license is not granted, we are entitled to withdraw from the contract at any time.

Any advance payments received will be refunded to the customer less any costs incurred by us in fulfilling the contract. Any further claims in this case are mutually excluded.

6.7 „**No-Russia-/No-Belarus-Clause**“: Any (resale) and/or any (re-)export and/or other delivery of the products we supply (including software and technology), directly or indirectly, unchanged or integrated into other products, to Russia and/or Belarus and/or via third parties for use in Russia and/or via third parties for use in Belarus is prohibited. In the event of a violation of this prohibition, we are entitled to demand from the customer a contractual penalty of 25% of the purchase price for the goods in question, as well as compensation for all damages incurred by us, including any fines. The contractual penalty will be credited against the damages payable. Furthermore, we are entitled to withdraw from any unfulfilled contracts or to terminate such contracts with immediate effect and/or to end the business relationship with the customer. We also reserve the right to inform the competent authorities in the European Union of any violation of this prohibition.

7. Set-off, Right of Retention

Offsetting against our claims is only permissible with undisputed or legally established counterclaims. The assertion of rights of retention by the customer that are not based on the same contractual relationship is excluded.

8. Retention of Title

8.1 All delivered goods remain our property until all our current and future claims arising from the business relationship have been settled. This also applies if individual or all of our claims have been included in a current account and the balance has been drawn and acknowledged.

8.2 The buyer is obligated to treat the purchased item with care as long as ownership has not yet fully transferred to them. In particular, they are obligated to insure it adequately at their own expense against theft, fire, and water damage for its full replacement value. If maintenance and inspection work is required, the buyer must carry it out promptly at their own expense.

8.3 The customer is only entitled to resell the goods subject to retention of title in the ordinary course of business if they hereby assign to us all claims arising from the resale and/or further processing against the purchaser or against third parties. If goods subject to retention of title are resold unprocessed or after processing or combination with items that are exclusively the property of the customer, the customer hereby assigns to us in full all claims arising from the resale. If goods subject to retention of title are resold by the customer – after processing/combination – together with goods not belonging to the customer, the

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customer hereby assigns to us all claims arising from the resale up to the value of the goods subject to retention of title, including all ancillary rights and priority over the remaining claims. We accept this assignment.

The orderly course of business ends with the cessation of payments or with the application for the opening of insolvency proceedings against the assets of the customer.

The customer remains authorized to collect these receivables even after assignment, until further notice from us. Our right to collect the receivables ourselves remains unaffected; however, we undertake not to collect the receivables as long as the customer duly fulfills their payment and other obligations. We may demand that the customer disclose to us the assigned receivables and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors of the assignment. Should the customer fail to comply with their notification obligation within a reasonable period set by us, we are entitled to notify the debtors of the assignment ourselves.

The customer will generally no longer be considered to be fulfilling their obligations properly if

- they are in default of payment of 50% of the current outstanding amounts,
- they culpably breach other non-insignificant obligations arising from this contract, or
- enforcement measures have been initiated against them.

8.4 Any processing or transformation of the goods subject to retention of title shall be carried out by the customer on our behalf, without creating any obligations for us. If the goods subject to retention of title are processed, combined, mixed, or blended with other goods not belonging to the customer, we shall be entitled to a co-ownership share in the resulting new item in proportion to the value of the goods subject to retention of title relative to the other processed goods at the time of processing, combining, mixing, or blending. If the customer acquires sole ownership of the new item, the contracting parties agree that the customer shall grant us co-ownership of the new item in proportion to the value of the processed, combined, mixed, or blended goods subject to retention of title and shall hold this co-ownership share in trust for us free of charge.

8.5 If the realizable value of all security rights to which we are entitled under this section exceeds the amount of all secured claims by more than 10%, we are obliged, at the customer's request, to release the excess portion of the security to which we are entitled.

8.6 The customer may only pledge or assign the delivered goods as security with our express consent. If our security rights are impaired by third parties, in particular in the event of seizure or attachment of the delivery and/or receivables, the customer must notify us immediately, sending us all available documentation (such as seizure reports, etc.), and inform the third parties of our security rights.

The customer is obligated to reimburse us for all costs incurred in defending against the impairment of our security rights.

8.7 In the event of impending cessation of payments, insolvency, or a negative report from a credit agency indicating a significant deterioration in the customer's financial situation, we are entitled to repossess the goods subject to retention of title; the customer hereby irrevocably and unconditionally consents to their release. The same applies in the cases mentioned in section 8.3 paragraph 4.

8.8 Until full transfer of ownership of the purchased item, the purchaser is obliged to keep it spatially separate from his own property and to mark ASSA ABLOY's ownership of the purchased item as such.

9. Warranty / Manufacturer's Recourse

9.1 The purchaser's warranty rights are contingent upon the purchaser having properly fulfilled its obligations to inspect and report defects in accordance with § 377 of the German Commercial Code (HGB). Obvious defects must be reported in writing without undue delay. Latent defects must also be reported in writing without undue delay after discovery and within the limitation periods specified in Clause 14 after receipt of the delivery. In the case of building materials and other goods intended for installation or further processing, an inspection must in any case be carried out immediately before processing. If acceptance of the goods or an initial sample inspection has been agreed upon, the purchaser is precluded from raising objections to defects that it could have detected during a careful acceptance inspection or initial sample inspection.

9.2 Should the delivered goods, despite all due care, exhibit a defect that was already present at the time of the transfer of risk, we will, subject to timely notification of defects, at our discretion, either repair the goods or deliver replacement goods within a reasonable period (subsequent performance).

The basis of our liability for defects is exclusively the agreement reached between us and the customer regarding the quality (and intended use) of the goods.

The customer must grant us the necessary time and opportunity to remedy the defect, in particular by providing the goods in question for inspection. Recourse claims remain unaffected by the foregoing provision.

If the customer does not give us the opportunity to verify the defect within a reasonable period set by us, or in particular if he does not make the goods in question available within a reasonable period set by us upon request, all warranty rights shall lapse.

We are entitled to switch between different methods of subsequent performance with each subsequent attempt. Clause 2.3 applies accordingly within the scope of the warranty.

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9.3 Upon delivery of the goods in accordance with clause 9.2, the goods must be complete, correctly packaged, and labeled, including their serial and model numbers. Goods returned from abroad are subject to customs duties. Furthermore, a copy of the delivery note, as well as the order confirmation and invoice numbers, must be provided. At our discretion, we may also carry out the rectification of defects at the customer's premises or at the premises of their end customer. In the event of an unjustified request for rectification, we may demand reimbursement of the costs incurred (in particular, inspection and transport costs), unless the lack of a defect was not apparent to the customer.

9.4 If the subsequent performance fails or if we allow a reasonable grace period set in writing by the customer for performance to expire without remedying the defect, the customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the purchase price.

The subsequent performance is only considered to have failed after the third unsuccessful attempt, unless we are obviously unjustifiably insisting on a third attempt.

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9.6 For parts not manufactured by us, we are only liable within the scope of the warranty obligations that our sub-suppliers have towards us.

9.7 Warranty claims do not exist in the case of only minor deviations from the agreed quality, only minor impairment of usability, natural wear and tear, or damage that occurs after the transfer of risk as a result of faulty or negligent handling, excessive strain, chemical, electrochemical or electrical influences, unsuitable operating materials, defective construction work, unsuitable building ground, or due to special external influences that are not stipulated in the contract. If repair work or modifications are carried out improperly by the customer or third parties without our consent, no warranty claims exist for these repairs or modifications or for any resulting consequences.

9.8 Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded to the extent that the expenses increase because the goods delivered by us have subsequently been moved to a location other than the customer's place of business, provided that the relocation does not correspond to their intended use.

9.9 The customer's recourse claims against us exist only to the extent that the customer has not entered into any agreements with its own customers that extend beyond the legally mandatory warranty claims. Clause 9.8 also applies accordingly to the scope of the customer's recourse claim against us. The legally mandatory recourse claims under sales law remain unaffected.

9.10 We will continue to meet the demands for technical advancements and innovations in the future; therefore, we reserve the right to make design changes. Illustrations may also differ from the delivered products in individual cases. Despite the utmost care, printing errors or mistakes may occur. We accept no liability for these and assume no obligations whatsoever. All printed safety regulations are without guarantee.

9.11 Claims by the customer for damages or reimbursement of futile expenses exist even in the case of defects only in accordance with clause 13 and are otherwise excluded.

10. Return of Goods

If we agree to accept the return of goods without being obligated to do so by the customer, we are entitled to a flat fee of 20% of the corresponding net invoice amount plus any applicable sales tax, without further proof, unless we can prove a higher loss to the customer or the customer can prove a lower loss to us. The customer must return the goods freight and postage prepaid to the address stated on the invoice, protected against typical transport hazards. Returned goods from abroad are subject to customs duties and fees, payable by the customer.

11. Software

11.1 Unless expressly agreed otherwise in writing, we grant the customer a non-exclusive, non-transferable right to use the software, including all documentation included in the delivery, to the extent necessary for its intended use and limited to the term of the contract. Modifications, extensions, or other adaptations, as well as transfer to third parties outside the scope of intended use, are prohibited.

11.2 For goods with digital elements or other digital content, ASSA ABLOY is only obligated to provide and, if necessary, update the digital content if this is expressly stipulated in a quality agreement. ASSA ABLOY will inform the customer of any updates required according to the agreement via its website (assaabloy.com/de/de). If the customer is a reseller, they are responsible for the proper transmission of this information. ASSA ABLOY is not liable for any failure on the part of the customer to fulfill their information obligations. Any warranty claims by the customer are therefore excluded in the event of such a failure.

11.3 We are specifically entitled, as the copyright holders of the software, to assert the rights under Sections 69a et seq. of the German Copyright Act (UrhG). The customer is not entitled to perform the actions specified in Section 69c of the German Copyright Act (UrhG) without our express written consent. Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected.

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11.4 Upon termination of the cooperation, the customer is obligated to immediately cease using the software and to delete all related programs and program components without delay. Upon request, the customer is obligated to provide us with suitable proof of deletion.

12. Use of Trademarks and Advertising Material

Permission to use the texts, images, drawings, illustrations, trademarks and other advertising materials (hereinafter referred to as "Content") provided by us is granted exclusively under the following conditions:

12.1 All content – unless expressly indicated otherwise – is subject to existing intellectual property rights in our favor. Any reproduction, distribution, storage, transmission, broadcasting, retransmission, or making the content publicly available is expressly prohibited without our written consent. This excludes the use of the provided content for commercial purposes if and to the extent that such use is related to an activity connected with the distribution and/or sale of our products or services, or other products such as IKON products. Content marked online with the note "Download" or made available by us in any other way as part of our distribution activities may, in this context, be used for your own distribution and/or other advertising purposes. Any other use is prohibited.

12.2 The content may only be used in a manner that does not conflict with our company interests. In particular, it is prohibited to use the content in a manner that damages our reputation or the products attributable to us.

12.3 Any use of the content we provide in a manner deviating from this is subject to our express written approval and authorization for the specific intended use. You are obligated to inform us of the intended use in advance, including a sample. In case of violations, we are entitled to immediately revoke the right of use. Further claims remain reserved.

12.4 The use of the content must include the following attribution: "Source: ASSA ABLOY Sicherheitstechnik GmbH". This attribution may be replaced by the statement "Courtesy of ASSA ABLOY Sicherheitstechnik GmbH".

12.5 We reserve the right to withdraw permission to use the content at any time.

12.6 Notwithstanding clause 12.4, the customer is obligated to clearly identify each advertising measure carried out by him as his own measure. He will observe and comply with all applicable legal regulations in this regard.

12.7 We are not liable for the buyer's own advertising statements that are not in accordance with the content we provide or other statements made by us.

12.8 The use of our protected trademarks, including the product brand such as IKON, is subject to the following conditions:

- a) Insofar as our protected trademarks appear in the provided content, their use as part of the content is permitted in compliance with these provisions on the use of the content.
- b) Furthermore, our protected trademarks may only be used within the limits of the law for the distribution and advertising of products that bear these trademarks and have been placed on the market with our consent. The right to use the trademarks specifically does not include the use of the trademarks for internet identifiers/addresses (domains).
- c) Any further or other use of our trademarks requires our prior written consent. It is not permitted to use any modifications of the trademarks, however slight, without our prior written consent.
- d) In the event of a change to our trademarks, the use of the previous trademarks must be discontinued immediately and the use of the trademarks adjusted accordingly. This excludes the sale of products that are marked with the original trademarks and were placed on the market with our consent.

12.9 The customer warrants that the specific use of the content, as instigated by them, does not infringe the rights of third parties and fully indemnifies us against all related claims. This indemnification applies equally to breaches of the obligations contained in clauses 12.1 to 12.8.

13. Limitations of Liability

13.1 We are liable for damages in accordance with statutory provisions for injury to life, body and health and for damages under the Product Liability Act.

13.2 We shall only be liable for other damages in accordance with the following provisions:

- a) We are liable in accordance with statutory provisions for damages caused by fraudulent conduct, as well as for damages caused by intent or gross negligence on the part of us, our legal representatives or vicarious agents.
- b) Our liability for damages is limited to the amount of the typical and foreseeable damage for losses resulting from a slightly negligent breach of essential contractual obligations or cardinal duties. Cardinal duties are those duties that are essential for the proper performance of the contract and on whose fulfillment the contractual partner therefore relies and may rely.
- c) Furthermore, our liability is excluded.

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13.3 Contributory negligence on the part of the customer, in particular the insufficient provision of cooperation, organizational errors or any other breach of ancillary obligations, reduces the amount of any claim for damages.

13.4 In each individual case, our liability is limited according to clause 13.2 lit b) to three times the invoice amount of all deliveries and services that form the basis of the relevant order or the customer's commission, unless the customer proves that we have incurred a higher loss.

13.5 The Customer is obliged to notify us without undue delay in writing of any damages within the meaning of the above liability provisions, or to have such damages recorded by us, so that we are informed as early as possible and can, if necessary together with the Customer, take measures to mitigate the damage.

14. Limitation Period

14.1 In deviation from Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be 24 months from delivery. Where acceptance has been agreed, the limitation period shall commence upon acceptance.

14.2 The above limitation periods under sales law shall also apply to contractual and non-contractual claims for damages of the Customer that are based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would result in a shorter limitation period in an individual case. However, claims for damages of the Customer in cases of intent and gross negligence, in cases of injury to life, body or health, as well as under the German Product Liability Act, shall be subject exclusively to the statutory limitation periods.

15. Advertising Prohibition regarding Apple Wallet

The Customer is prohibited from advertising any compatibility of the products obtained from us with the program "Apple Wallet" or otherwise referring to such compatibility. In the event of a breach, we shall be entitled to all statutory claims and rights against the Customer, in particular claims for damages and rights of withdrawal. In the event of a breach, the Customer shall furthermore be obliged to indemnify us against third-party claims (in particular contractual penalties and claims for damages) asserted against us as a result of the breach.

16. Support Services

In the case of voluntary and gratuitous support services provided to third parties who are contractual partners of the Customer, the Customer shall act as vicarious agent of the Customer in the performance of the Customer's obligations towards such third party. The Customer undertakes to inform the third party of this circumstance prior to the provision of the support services. In any event, the provision of the support services shall not extend our contractual scope of performance vis-à-vis the Customer. The Customer shall indemnify us against any and all liability towards the third party.

17. Transmission of Customer and Payment Details

Within the framework of the applicable statutory provisions, we are entitled to transmit data arising from the business relationship, including information on payment behavior and information on conduct not in compliance with the contract (for example, undisputed claims not fulfilled despite being due), where appropriate to Bisnode Deutschland GmbH, Darmstadt, as well as to companies affiliated with Bisnode, Creditreform e.V., Neuss, and their members and/or Allianz/Euler Hermes.

18. Changes

ASSA ABLOY reserves the right to amend these General Terms and Conditions and the Special Conditions at any time and without stating reasons.

If the Customer does not object to the amendments in writing at the latest before the proposed date of entry into force, the amendments shall be deemed accepted. ASSA ABLOY hereby expressly informs the Customer of the significance of its silence and of the intended date of entry into force. If the Customer objects, the previous terms and conditions shall continue to apply.

19. Code of Conduct

The Customer hereby confirms compliance with the ASSA ABLOY Code of Conduct for Business Partners ("Code of Conduct"), which is available online in its respective current version at:

<https://www.assaabloy.com/de/de/about-us/agb-allgemeine-geschaeftsbedingungen>.

20. Fight against Corruption

The Purchaser represents and warrants to ASSA ABLOY that: neither the Purchaser nor its affiliates, nor any officer, officer, employee, principal, or shareholder of such person, (i) has made, authorized, offered, or promised, directly, indirectly, or through a third party, any payment, gift, or transfer of valuables to any person or for the benefit or advantage of any person, to assist in the unlawful acquisition or retention of business, the unlawful solicitation of business, or the acquisition of any unlawful advantage; or (ii) has made any unlawful bribes, rebates, kickbacks, influence payments, or rebates, or has engaged in any other conduct that violates any anti-corruption law applicable to it;

(a) the purchaser has implemented and maintains appropriate policies and procedures designed to ensure ongoing compliance with the anti-corruption laws applicable to him;

(b) neither the Customer, nor its affiliated companies, nor any officer, officer, employee, principal or shareholder has become aware within the last five (5) years that such a person is in violation or may be in violation of any anti-corruption law, or that

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such a person is or may be the subject of an investigation or inquiry by any authority in connection with any anti-corruption law.

21. Place of Performance and Court of Jurisdiction

The substantive law of the Federal Republic of Germany applies. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of performance for all contractual obligations of both parties is Waldbüttelbrunn. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Würzburg. We are also entitled to bring legal action at any other legally permissible place of jurisdiction.

22. Ineffectiveness

Should any of the foregoing provisions be wholly or partially invalid, the validity of the remaining provisions shall not be affected. The parties undertake to replace any invalid or unenforceable provision with a valid and enforceable provision that corresponds as closely as possible to the common intention of the parties that the invalid or unenforceable provision was intended to serve.

Status: 15/05/2025