

General Terms and Conditions of Purchase

**of the dormakaba group companies having their
registered office in Australia or New Zealand**

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1. Interpretation

- 1.1 In this agreement, the following definitions shall apply:
- (a) **"Affiliate"**: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.
 - (b) **"Agreement"** means this agreement including its schedules;
 - (c) **"Authorities"** means any government or government department, any governmental, semi-governmental or judicial authority or person, any statutory body or authority or body exercising any administrative or legislative function or that has legal power to require another person to act or not to act in a particular way;
 - (d) **"Business Day"** means:
 - (i) in respect of Orders placed in Australia, Monday to Friday in the location of the registered office of the purchasing dormakaba entity in Australia, excluding public holidays in the location of the registered office of the purchasing dormakaba entity in Australia;
 - (ii) in respect of Orders placed in New Zealand, Monday to Friday in Auckland, New Zealand, excluding public holidays in Auckland;
 - (e) **"Developed Intellectual Property"** means any and all Intellectual Property which is created by dormakaba or the Supplier, whether jointly or independently, in the course of the Supplier providing Goods or Services engagement;
 - (f) **"dormakaba"** means dormakaba Australia Pty Ltd, Kilargo Pty Ltd, Resolute Testing Laboratories Pty Ltd, E Plus Building Products Pty Ltd T/A E-Core, Gliderol International Pty Ltd, Ezi Roll Doors Australia Pty Ltd, Jaqmar Pty Ltd or their related bodies corporate as defined in the Corporations Act (Cth) 2001 and dormakaba New Zealand Limited or its related company as defined in the Companies Act (NZ) 1993;
 - (g) **"Force Majeure Event"** means the events set out in clause 33;
 - (h) **"Goods"** means goods or equipment supplied by the Supplier to dormakaba, described in the Order;
 - (i) **"GST"** means the Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (j) **"Intellectual Property"** means all intellectual property rights conferred under statute, common law or equity in any country, including:
 - (i) copyright, trademarks, trade secrets, designs, drawings, patents, know-how, secret process and other similar proprietary rights, whether or not registered; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph.
 - (k) **"Order"** means dormakaba's written instruction (and which can also be identified as a purchase order) to buy the Goods and/or services from the Supplier which incorporates these conditions, a template of which is attached to this Agreement;
 - (l) **"Personal Information"** has the meaning given in the Privacy Act.
 - (m) **"Privacy Act"** means Privacy Act 1988 (Cth);
 - (n) **"Related Entities"** has the meaning contained in the Corporations Act 2001 (Cth) and the corresponding meaning of Related Company in the Companies Act 1993 (NZ);
 - (o) **"Services"** means dormakaba's written instruction to procure services, including maintenance and/or repair of Goods, advice, design, procurement and installation accompanying the Goods provided by the Supplier to dormakaba (or dormakaba's customers) and described in the Order;
 - (p) **Special Conditions for Products with Digital Elements of the dormakaba Group** means dormakaba's Special Conditions for Products with Digital Elements, available upon request or found here: <https://www.dormakabagroup.com/en/suppliers#knowledge-hub> (as maybe updated from time to time);
 - (q) **"Supplier"** means the company or person named as the "Supplier" in the Order who provides Goods or Services to dormakaba;
 - (r) **"Supplier Code of Conduct"** means dormakaba's supplier code of conduct, available upon request or found here: <https://www.dormakabagroup.com/en/suppliers#knowledge-hub> (as may be updated by dormakaba from time to time);
 - (s) **"Supplier Quality Manual"** means dormakaba's supplier quality manual, available upon request or found here: <https://www.dormakabagroup.com/en/suppliers#knowledge-hub> (as may be updated by dormakaba from time to time);
 - (t) **"Terms and Conditions"** means these terms and conditions as may be amended by dormakaba from time to time;

2. Scope

- 2.1 These Terms and Conditions are the subject of all Orders placed by dormakaba.
- 2.2 These Terms and Conditions replace all previous versions and shall apply to all current and future Orders issued by dormakaba, if not covered by another agreement signed by the supplier and dormakaba.
- 2.3 Any conflicting or additional terms and conditions of the supplier are rejected. They will apply only if dormakaba expressly in writing, agrees to them or parts of them.
- 2.4 Any individual agreements made with the Supplier in individual cases (such as master supply agreements, written side agreements, supplements and/or amendments) will in any event take precedence over these Terms and Conditions. For such agreements to be valid, an express contract or an express confirmation by dormakaba is required.

3. Priority

In the event of any inconsistency, these Terms and Conditions will be interpreted in accordance with the following order of priority:

- (a) the special conditions set out in the Order (if any); then
- (b) these Terms and Conditions; and then
- (c) any other documents or information incorporated by reference into this Agreement.

4. Appointment

- 4.1 The Supplier is appointed to supply the Goods and Services on the terms and conditions set out in the Agreement.
- 4.2 The appointment of the Supplier is non-exclusive, and this Agreement does not restrict dormakaba's right to contract with other suppliers for the supply of goods and/or provision of services similar to the Goods and Services.
- 4.3 In providing the Goods or Services the Supplier shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of dormakaba.

5. Orders

- 5.1 Quotes/offers of the Supplier shall be binding on acceptance by dormakaba. Quotes of the Supplier shall always be provided free of charge to dormakaba. An Order shall only be concluded by dormakaba's written confirmation of an offer.
- 5.2 Alternatively, dormakaba shall send the Supplier a written Order. If the Supplier does not object to the Order, including any Special Conditions, within ten (10) Business Days from receipt, the Order shall be deemed accepted.
- 5.3 If dormakaba refers to target quantities in the Order, these are non-binding demand forecasts which do not constitute an obligation for dormakaba to accept delivery.
- 5.4 The Supplier will notify dormakaba of any obvious errors (such as typographical or arithmetical errors) and omissions in the Order, including the Order documents, so that they can be corrected and/or completed before acceptance.
- 5.5 If the Supplier accepts the Order with deviations, these deviations must be expressly indicated. Any acceptance changing an Order is considered a new offer. In addition, the Supplier is required to inform dormakaba of any changes compared to previous contractual conditions or catalogue details in writing. A contract will be deemed to exist only after dormakaba has expressly accepted the changed conditions.
- 5.6 Any changes occurring after the conclusion of the Order (for example, deviation from specification, change in material and/or dimensions, change in production method or place of production) are accepted only if dormakaba has expressly agreed in writing to such change in advance.
- 5.7 The Supplier cannot sub-contract its obligations to supply without dormakaba's prior written consent. Where dormakaba does consent, dormakaba may impose reasonable conditions on such sub-contract but in general, the sub-contract shall be on the same terms as these terms and conditions.
- 5.8 Where an Order has been issued by dormakaba, dormakaba is only liable to pay for any Goods or Services supplied or provided by the Supplier which are the subject of that Order and nothing else.
- 5.9 Each Order will, upon receipt by the Supplier, constitute a separate binding contract between dormakaba and the Supplier for the supply of the Goods and Services specified in the Order, on the terms and conditions of the Order and these terms and conditions.

6. Variation to Orders

- 6.1 Subject to clause 6.2, dormakaba may by written notice, request a variation of any Order including a change relating to the Goods or Services being provided (including but not limited to a request for goods and services similar to the Goods and Services set out in the relevant Order).
- 6.2 If the Supplier agrees to dormakaba's request in writing, the Order will be deemed to be varied accordingly.
- 6.3 Where dormakaba varies the supply of Goods or Services under clause 6.1, the amount payable by dormakaba to the Supplier will be determined by applying any specific prices, rates or charges set out in the Order which apply to the Goods and Services supplied.
- 6.4 Where a variation to the supply of Goods or Services is made under this clause 6, the Order applicable to the Goods and Services must be changed to reflect the variation and must be explicitly accepted by each Party.

7. Compliance with legal requirements and the Supplier Code of Conduct / quality management system / objection notification

- 7.1 The Supplier is required to comply with the state of the art in science and technology at the time the contract is concluded, the applicable laws, regulations, guidelines and requirements of Authorities.
- 7.2 Furthermore, the Supplier is obliged to comply with the provisions of the Supplier Code of Conduct, in particular the internationally recognized human rights and environmental standards formulated therein.
- 7.3 The Supplier shall further endeavour to ensure that its suppliers, insofar as they are necessary for the delivery of Goods or services to or for dormakaba, also comply with the contents of the Supplier Code of Conduct and the suppliers shall likewise undertake to agree on the contents of the Supplier Code of Conduct with all further suppliers within the entire supply chain.
- 7.4 The Supplier shall regularly check and analyse whether the Supplier Code of Conduct is complied with within its supply chain and shall inform dormakaba in writing how compliance is checked and the result of these checks. These notifications shall be made at the conclusion of the contract and annually thereafter and shall be addressed to the responsible sustainability contact in Purchasing known to the Supplier. If non-compliance with the Supplier Code of Conduct becomes known, the Supplier shall inform dormakaba immediately in writing. In this case, dormakaba reserves the right to withdraw from the contract with immediate effect without the Supplier incurring any claim for damages or recourse.
- 7.5 The Supplier undertakes to comply with the requirements of the Supplier Quality Manual and will implement a quality management system in accordance with DIN EN ISO 9001 and AS/NZS ISO 9001:2016 and an environmental management system in accordance with DIN EN ISO 14001 and AS/NZS ISO 14001:2015 and maintain them until complete fulfilment of the last contract concluded with dormakaba. The Supplier's products must be manufactured and tested in accordance with the provisions of this quality management. dormakaba is entitled to monitor compliance with the quality management by the Supplier in its production facilities after prior notice and during normal business hours.

- 7.6 The Supplier is required to test the products to be delivered in accordance with Australian industrial standards generally applicable at the time of conclusion of the Order before delivery to dormakaba and to make the test results available to dormakaba on request without further remuneration. dormakaba can test the products in comparison with this. Carrying out a test is not deemed acceptance.
- 7.7 The Supplier's deliveries and services must comply with Directive 2011/65/EC ("RoHS") on the restriction of the use of certain hazardous substances in electrical and electronic equipment and with Regulation 2006/1907/EC ("REACH"). The Supplier further undertakes to deliver only products that do not contain any tin, tantalum, tungsten or gold from the Congo or the bordering countries of the "DRC" region.
- 7.8 If the relevant laws, regulations or the state of science or technology change between the conclusion of the contract and its fulfilment and should this influence the type and/or scope of the Supplier's contractual performance, the Supplier will inform dormakaba immediately in writing about the change and the associated consequences in terms of deadlines and costs. dormakaba will decide on the changes within a reasonable period of time. In the event of approval, the parties will reach an amicable cost settlement on the basis of the Order and adjust the contract. If dormakaba does not accept the change, both parties are entitled to withdraw from the not yet fulfilled part of the contract and in the case of permanent contractual arrangements to terminate the contract.
- 7.9 The Supplier confirms that neither it nor its personnel, to the best of its knowledge and belief, have been convicted of any offence involving money laundering or sanctions, bribery or corruption, fraud or dishonesty.
- 7.10 The Supplier acknowledges the importance that dormakaba places on establishing and maintaining high standards in relation to workplace health and safety and the protection of the environment.
- 7.11 In performing its obligations under this Agreement, the Supplier must comply with:
 - (a) all applicable workplace health and safety and environmental laws; and
 - (b) all directions given by dormakaba at any time in connection with health, safety and the environment.
- 7.12 The Supplier must immediately inform dormakaba of any of the Supplier's activities that may have an impact on health and safety of people at dormakaba.

8. Modern Slavery

- 8.1 The Supplier represents, warrants, and undertakes that in the course of operating any of its business (including its performance of this Agreement), the Supplier and its operations will:
 - (a) comply with all such laws and policies in relation to the Modern Slavery Act 2018 (Cth) if applicable to the Contractor;
 - (b) have processes to review its risks of Modern Slavery practices in operations and supply chains of the Contractor; and
 - (c) have processes to ensure the Contractor conducts its business in alignment with the principles and objectives of laws in relation to Modern Slavery.
- 8.2 On request by dormakaba, the Supplier must promptly and accurately complete periodical questionnaires relating to the sources of its products, materials, and business practices and compliance with such laws, policies, and objectives.
- 8.3 For the purposes of this clause 8, Modern Slavery means conduct which would constitute an offence under the *Modern Slavery Act 2018* (Cth), and this includes trafficking of persons, illegal forms of child labour, slavery, forced labour, deceptive recruiting, debt bondage, or offences involving non-citizens working in Australia without the correct visa.

9. Cancellation of Orders

- 9.1 dormakaba may, at any time by written notice:
 - (a) cancel an Order in its entirety;
 - (b) remove particular Goods or Services from an Order; or
 - (c) reduce the quantities of Goods or Services to be supplied under an Order.
- 9.2 If dormakaba cancels, or varies the Goods or Services specified in an Order, the Supplier may request dormakaba to reimburse the Supplier for any reasonable costs it has incurred in fulfilling the Order up to the date the written notice of the cancellation or reduction is provided by dormakaba, and the parties will agree in good faith on the amount to be reimbursed to the Supplier by dormakaba.
- 9.3 The maximum reimbursement payable by dormakaba to the Supplier is the lesser of:
 - (a) the value of the Order;
 - (b) where there is no ready market for the Goods or raw material subject to the Order, the cost of the Goods manufactured or raw material procured by the Supplier, provided that those Goods or raw materials are delivered to dormakaba; and
 - (c) where there is a ready market for any Goods manufactured or raw materials, any bona fide shortfall in recovering its reasonable costs of the Goods or raw materials.
- 9.4 Upon receipt of any cancellation or variation by dormakaba, the Supplier must take all steps necessary to mitigate costs to dormakaba of such cancellation or variation.

10. Terms of delivery

- 10.1 Unless otherwise agreed, deliveries will be made DDP (Incoterms 2020) to the agreed place, including packaging and ancillary costs such as fuel surcharges, freight or customs charges. Upon request, the Supplier must take back packaging material from dormakaba.
- 10.2 The Supplier's respective delivery of Goods or provision of Services must be accompanied by documentation confirming the Goods delivered, or the Services provided.
- 10.3 If the Supplier provides deliveries or services not from Australia but from another country, dormakaba must be provided with documentary proof of origin without special request. In addition, the country of origin must be indicated on the product and/or its packaging in accordance with the relevant legal provisions.
- 10.4 Each delivery must be accompanied by two copies of the delivery note. The delivery note must include the Order no., article no. and supplier no. If the Supplier does not specify the Order no., article no. or supplier no., dormakaba is not responsible for delays in processing.
- 10.5 Prior to the dispatch of the Goods, dormakaba is to be informed in writing of the value, weight and the date of

- dispatch.
- 10.6 Should the Supplier be required to provide material samples, test protocols, quality control documents or other documentation, the receipt of such documents in the agreed language will also be required for the deliveries or services to be deemed complete.
 - 10.7 The Supplier must deliver the Goods in the quantity, at the time and to the address specified by dormakaba in each Order and in accordance with any special instructions notified by dormakaba. The Supplier must ensure that the Goods are protected against all damage and deterioration during transportation. dormakaba may alter the sequence in which Goods are to be delivered and the times at which they will be accepted with prior written notice to the Supplier.
 - 10.8 The Supplier agrees to ensure that there are sufficient Goods available in its control and possession to meet its obligations under each Order. The Supplier shall promptly notify dormakaba in writing in the event that the Supplier is unable or, in its reasonable opinion, expects to be unable to supply dormakaba with any of the Goods or Services, whether in whole or in part, to meet its obligations under each Order.
 - 10.9 If the Supplier is responsible for installation or assembly and the parties have not agreed otherwise, the Supplier will bear all necessary ancillary costs (for example, travel costs) and provide the tools free of charge.
 - 10.10 Partial deliveries or services are permissible only with dormakaba's prior express consent; in the case of permissible partial deliveries, these must be marked as such in the delivery documents. The same applies if the Supplier delivers the goods prior to the agreed date or in too large a quantity. If the Supplier culpably breaches any of the above provisions of this clause 10.10, dormakaba will be entitled to return the goods at the Supplier's expense and risk or to store the goods with third parties at the Supplier's expense and risk.

11. Passage of risk on delivery of Goods

- 11.1 dormakaba does not accept reservations of title by the Supplier.
- 11.2 The risk will pass to dormakaba upon arrival of the Goods at the agreed place of delivery and when the Goods have been inspected and accepted by an authorised representative of dormakaba. If dormakaba pays for Goods before they are inspected and accepted, that does not constitute acceptance of the Goods.
- 11.3 Clause 11.2 applies notwithstanding if dormakaba has assumed the cost of shipment and delivery under any separate agreement with the Supplier.
- 11.4 Ownership of the Goods passes upon inspection and acceptance by dormakaba's authorised representative.
- 11.5 In the case of Services to be performed by the Supplier on land or premises owned or occupied by dormakaba or dormakaba's customers, any materials supplied in connection with those services shall be at the Supplier's sole risk and responsibility until completion of the Services.

12. Provision of Spare Parts

- 12.1 The Supplier will ensure the delivery of spare parts for a period which corresponds to the usual period of technical usability of the delivery item, but at least ten years after delivery of the last delivery of the respective delivery item to dormakaba providing no other availability of spare parts has been expressly agreed with dormakaba. During this period, the Supplier undertakes to deliver such parts to dormakaba at normal market economic and legal conditions.
- 12.2 If the Supplier intends to discontinue delivery of spare parts for the contractual delivery item after expiry of the period specified in clause 12.1 above, dormakaba must be given the opportunity to place a final Order with a notice period of at least 90 calendar days, which must be at least equal to the last average annual requirements of the last three years. The same applies if delivery is discontinued before the period has expired, in which case dormakaba further reserves the right to claim compensation based on breach of duties under paragraph 12.1.

13. Standard of Goods

- 13.1 The Supplier warrants and undertakes that the Goods:
 - (a) must meet the description and specifications of the Goods set out in these Terms and Conditions and each Order. If the Supplier has given dormakaba a sample of the Goods, they must correspond with the sample;
 - (b) must be new, of acceptable quality, made of good materials and workmanship, and free from defects. They must be fit for the purpose for which Goods of the same kind are commonly supplied, and for any other purpose which dormakaba makes known to the Supplier;
 - (c) must be manufactured in compliance with all relevant laws, including the *Competition and Consumer Act 2010* (Cth), with standards adopted by Standards Australia, and comply with any requirements of any authority;
 - (d) must comply with the quality standards set out in each Order or otherwise prescribed by dormakaba from time to time;
 - (e) must not contain asbestos in any form;
 - (f) must be accompanied by any necessary instructions and technical documents, including operating and service manuals, or safety data sheets;
 - (g) must be supplied to dormakaba's satisfaction, having regard to dormakaba's requirements;
 - (h) must be supplied consistent with dormakaba's best interests, without harming or diminishing the name or reputation of dormakaba or any of its products or services in any way; and
 - (i) must be supplied in accordance with all reasonable instructions, directions, descriptions and specifications given by dormakaba, cooperating with dormakaba at all times.
- 13.2 Clause 13.1 survives the termination (for any reason) or expiry of this Agreement.

14. Standard of Services

- 14.1 The Supplier warrants and undertakes that:
 - (a) it has, and each of its personnel have, the level of skill, knowledge, resources and ability which may be expected of a Supplier experienced in providing services of the nature contemplated by this Agreement (including the Services) and to companies of a similar size to dormakaba;
 - (b) it will provide or cause the Services to be provided:

- (i) promptly, carefully, in a professional manner, to the highest possible standards and acceptable to dormakaba;
- (ii) exercising all due care, skill and judgment;
- (iii) in an efficient and cost effective manner;
- (iv) without limiting this clause 14, in accordance with generally recognised commercial practices and relevant industry standards;
- (v) without causing disruption to dormakaba operations;
- (vi) to dormakaba's satisfaction, having regard to dormakaba's requirements;
- (vii) consistent with dormakaba's best interests, without harming or diminishing the name or reputation of dormakaba or any of its products or services in any way; and
- (viii) in accordance with all reasonable instructions, directions, descriptions and specifications given by dormakaba, cooperating with dormakaba at all times;
- (c) it will provide the Services to dormakaba in accordance with dormakaba's standards and service levels reasonably directed by dormakaba from time to time;
- (d) all Services will be fit for the purpose, or purposes, required by dormakaba and for which they are Ordered and created;
- (e) all Services will be free from any errors;
- (f) all Services will comply with:
 - (i) all legal requirements, including, in particular, the consumer protection provisions of the *Competition and Consumer Act 2010* (Cth);
 - (ii) dormakaba privacy policies (as communicated or made available to the Supplier upon the Supplier's request);
 - (iii) all rules, recommendations, guidelines, codes of conduct and other standards or applicable requirements issued or approved by any authorities; and
 - (iv) all other policies and guidelines or similar requirements of dormakaba including but not limited to any social media policy, communications policy and brand guidelines (as communicated or made available to the Supplier upon the Supplier's request).
- (g) it will not produce, publish or participate in the publication of any materials which dormakaba may reasonably consider to be indecent, libellous, defamatory, discriminatory, unlawful or otherwise prejudicial to dormakaba interests;
- (h) it will, and will ensure that each of its personnel do, at all times:
 - (i) carry out and complete the Services in accordance with this Agreement and the relevant Order which relates to those Services;
 - (ii) hold visas, permits and other applicable authorisation to provide the Services required under any applicable law;
 - (iii) will be replaced with other personnel of suitable ability, experience and qualifications if requested by dormakaba at any time on reasonable ground; and
- (i) no Intellectual Property of any person (including any of the Supplier's personnel or a third party) will be infringed as a result of the Supplier's (and any of the Supplier's personnel) performance of the Services and/or the provision of any of the materials or use of any of the materials by dormakaba.

14.2 Clause 14.1 survives the termination (for any reason) or expiry of this Agreement.

15. Payment of Ongoing Services

- 15.1 For the provision of the contractual services, dormakaba will pay the Supplier the remuneration agreed in the respective Order.
- 15.2 If the Order provides for an effort-based remuneration, the following applies:
 - (a) dormakaba will pay the Supplier the agreed remuneration for each actual working day worked (net working time of at least eight hours; travel time, breaks, etc. are not considered to be working hours): The smallest chargeable unit is agreed to be one hour (= 1/8 person day). The payment obligation exists only against corresponding proof of performance, stating the activities carried out, which must be approved by the responsible contact person at dormakaba.
 - (b) Irrespective of the Supplier's actual effort, dormakaba will be required at most to pay the maximum price stipulated in the Order. If such a maximum amount is not expressly stipulated, the amount stated in the expenditure and cost estimate of the respective Individual Contract may be exceeded by no more than 10%. Expenditure incurred in excess of this will not be subject to remuneration.
- 15.3 In addition to the remuneration, no costs, expenses or travel expenses will be reimbursed to the Supplier, unless otherwise expressly agreed in writing by both parties. Furthermore, in the absence of any express agreement to the contrary, the Supplier will not be entitled to any additional remuneration for any work performed in the evening or at night or on Saturdays, Sundays or public holidays, unless dormakaba expressly wishes the work to be performed in the evening or at night or on Saturdays, Sundays or public holidays.

16. Notice of Matters which affect Goods

- 16.1 If the Supplier becomes aware of any matter which may affect the Goods or dormakaba's use of the Goods, it must immediately notify dormakaba of the matter giving full details of all relevant information. This includes:
 - (a) anything which may affect the composition of any Goods, the characteristics of the Goods or dormakaba's ability to use the Goods;
 - (b) compliance with relevant health and safety legislation, regulations, standards and industry codes of practice, weights and measures, product packaging, transport handling and storage legislation, regulations, standards and/or industry codes of practice; and
 - (c) anything which has led or may lead to a recall of the Goods supplied due to health, hygiene, safety or any other reasons.

17. Period of performance

- 17.1 The agreed dates for delivery of Goods and/or Services are binding.

- 17.2 The Supplier is required to notify dormakaba without delay in writing if any circumstances occur or become evident which would suggest that the agreed deadline cannot be met. This will have no effect on the obligation to meet the originally agreed deadline. The Supplier is liable to dormakaba for all damages and expenses incurred by dormakaba as a result of a culpable breach of the above duty by the Supplier.
- 17.3 If the Supplier notifies dormakaba of a delay that is not a Force Majeure Event, dormakaba may:
- (a) terminate the Order for the Goods or Services;
 - (b) engage a third party to supply the Goods or Services; and
 - (c) seek to recover from the Supplier any damages that dormakaba suffers by reason of the failure of the Supplier to supply the Goods or Services on time.

18. Default by Supplier

- 18.1 If the Supplier defaults in the performance of its obligations under this Agreement, including its obligations under any Order, dormakaba may give notice to it to remedy the default specifying details of the default.
- 18.2 The Supplier is required to notify dormakaba without delay in writing if any circumstances occur or become evident which would suggest that the contractually agreed deadlines for delivery of Goods or provision of Service cannot be met. If dormakaba accepts a delayed delivery or service provided by the Supplier without reservation, this does not constitute a waiver of any other claims which dormakaba may assert due to the delayed delivery or service.
- 18.3 If the Supplier fails to remedy the default within 5 Business Days, dormakaba may suspend payment under this Agreement for the particular Goods and Services to which the default relates until the default has been remedied.
- 18.4 If the Supplier fails to remedy the default within the notice period, dormakaba will be entitled to full statutory claims. dormakaba may, in particular, claim damages in lieu of performance and/or withdraw from the contract. The Supplier will be liable for damages for any losses (including direct, indirect and consequential losses), costs, or expenses reasonably incurred by dormakaba as a direct result of the Supplier default, including, but not limited to, additional expenses incurred in procuring substitute Goods or Services.
- 18.5 If the Supplier is in default, dormakaba will also be entitled to liquidated damages amounting to 0.1% of the value of the Order for the delayed service and/or delivery for each full day of delay, but not exceeding 5% of the value of the Order for the delayed delivery or service. The liquidated damages can also be claimed up to 14 calendar days after receipt of the service without reference to such a reservation being necessary. The liquidated damages will be deducted from the total default loss which has been asserted.
- 18.6 Suspension of payment will not affect the continuing obligations of the Supplier under this Agreement, including its obligations under any Order, and will be without prejudice to any other rights that dormakaba may have against the Supplier as a result of the default.

19. Indemnity and Liability

- 19.1 To the maximum extent permitted by law, dormakaba shall not be liable to the Supplier whether in contract, indemnity, tort (including negligence), breach of statutory duty (to the extent that liability can be excluded) or otherwise for any Liability arising from or connected with the procurement of the Goods or Services which is:
- (a) indirect, special, punitive or consequential loss or damage;
 - (b) a loss of opportunity or goodwill; a loss of revenue or profit;
 - (c) a loss of anticipated savings or business;
 - (d) loss arising from business interruption; and
 - (e) any costs or expenses suffered or incurred by the Supplier in connection with the foregoing.
- 19.2 The Supplier shall indemnify dormakaba in full against all direct and indirect (all two of which terms include, loss of profit, loss of business, depletion of goodwill, loss of opportunity, loss of data, loss of use, loss of contracts, loss of expected savings, interruption to dormakaba's business), damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by dormakaba's a result of or in connection with:
- (a) any negligence or wilful act or omission of the Supplier or the Supplier's officers, employees, agents or subcontractors;
 - (b) any defective workmanship, quality or materials;
 - (c) breach of any warranty given by the Supplier in relation to the Goods and/or the services;
 - (d) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; and
 - (e) any claim made against the dormakaba in respect of any liability, loss, damage, injury, cost or expense sustained by the dormakaba's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or the provision of the services as a consequence of the Supplier's direct or indirect breach or performance or failure or delay in performance of the terms of the Contract.

20. Acceptance

- 20.1 Goods delivered by the Supplier are only accepted by dormakaba when they have been inspected and accepted by an authorised representative of dormakaba.
- 20.2 dormakaba will inspect the Goods immediately upon receipt from the Supplier for any discrepancies in quantity, incorrect deliveries, and externally visible damage. The inspection for compliance with the quantity and identity of the delivered Goods is carried out at least on the basis of the delivery documents. Defects that cannot be detected within the scope of this inspection are deemed hidden defects.
- 20.3 For larger quantities, the inspection of the Goods by dormakaba is limited to representative random reviews. Defects which are not detected in this inspection will be deemed hidden defects.
- 20.4 The notification of defects will be deemed filed in a timely manner if it is sent to the Supplier within 10 Business Days of receipt of the Goods or, in the case of hidden defects, within 10 Business Days of their discovery.

21. Rejection

- 21.1 dormakaba may reject the Goods, before or after their acceptance, if they are defective or are not in accordance with dormakaba's specifications (including the requirements set out in clause 13.1 of this Agreement.
- 21.2 dormakaba will promptly inform the Supplier of any rejection of the Goods. The Goods that are rejected will be held by dormakaba at the Supplier's risk. The Supplier is liable for any loss or damage suffered or incurred by dormakaba in relation to the Goods that are rejected.
- 21.3 If the Supplier delivers Goods in excess of the amount specified in this Agreement, dormakaba will hold the excess Goods at the Supplier's risk and cost. dormakaba accepts no responsibility for any Goods delivered to a place or at a time not specified in this Agreement. Any delivery back to the Supplier is at the Supplier's cost.
- 21.4 If dormakaba rejects the Goods under this clause:
 - (a) the Supplier will repay to dormakaba all monies which the Supplier has received from dormakaba in relation to the rejected Goods; and
 - (b) dormakaba will have the right to recover from the Supplier any damages exceeding the amount repaid which dormakaba suffers by reason of the failure of the Supplier to supply the Goods in accordance with this Agreement.

22. Warranty claims

- 22.1 The Supplier warrants that its Goods and Services will be delivered to destination without defect.
- 22.2 In the event of defects, dormakaba will be entitled to full statutory warranty claims including but not limited to dormakaba, at its discretion, demanding remedy of the defect or delivery of a defect free item or production of a new product.
- 22.3 The Supplier will bear all costs of remedying defects, in particular transport, travel, labour and material costs as well as deinstallation and reinstallation costs.
- 22.4 The Supplier indemnifies dormakaba from all legitimate claims which third parties assert against dormakaba based on a warranty defect in the Goods or Services.
- 22.5 In the event of removal, dormakaba is entitled to continue using the goods supplied by the Supplier free of charge until a suitable replacement is provided. In the event of removal, the Supplier bears the costs of installation and deinstallation, removal, return transport and is responsible for disposal.
- 22.6 Warranty claims against the Supplier lapse the latter of:
 - (a) 36 months after the passage of risk in the case of purchase agreements;
 - (b) 36 months after acceptance in the case of contracts for work and services; or
 - (c) the statutory period for warranty claims of the Goods or Services.
- 22.7 If, with dormakaba's consent, the Supplier objects to the examination of the existence or elimination of a defect, the limitation period will be suspended until the Supplier has communicated the result of examination to dormakaba in writing or declared to dormakaba that the defect has been eliminated or refuses to continue the attempt to remedy the defect in writing or in text form to dormakaba.
- 22.8 If a maintenance obligation or warranty (including a warranty from the original manufacturer) applies in relation to any Goods or items incorporated in or supplied with the Goods, the Supplier must ensure that the obligation is performed and that the benefit of the warranty is passed on to dormakaba.
- 22.9 The Supplier shall, at dormakaba's request, procure the assignment of the benefit of any manufacturer's warranty, guarantee or indemnity given to the Supplier and until such assignment is made will account to dormakaba for any such benefit obtained.

23. Product liability & Recall

- 23.1 The Supplier will ensure that it is always possible to trace its products.
- 23.2 If a customer or a third party asserts a claim for damages against dormakaba on the basis of a product defect, the Supplier is required to indemnify dormakaba from such claims if and to the extent that the damage was caused by a product defect of the product delivered by the Supplier.
- 23.3 All statutory provisions apply with regard to the liability of the Supplier in respect of product liability and/or recall.
- 23.4 The Supplier shall monitor the safety and performance of the Goods ((Post)-Market-Monitoring) and shall promptly inform dormakaba of any newly identified risks or defects. In respect of any recall of Goods, the Supplier must immediately notify dormakaba in writing of the full details of the circumstances which have led to a recall of the Goods and any action the Supplier is taking or proposes to take in response to the recall. The Supplier must keep dormakaba fully informed of the progress of the recall and of any other actions taken by the Supplier in connection with the recall.
- 23.5 If dormakaba wishes to recall products which incorporate or were manufactured using Goods supplied by the Supplier subject to the Goods being defective or suspected to be defective, have failed or are subject to a recall, dormakaba will inform the Supplier in advance of the type and scope of the recall action and give the Supplier the opportunity to cooperate in mitigating the damage, unless this is not reasonable for dormakaba, in particular in case of imminent danger to life, body or health.
- 23.6 In the event of any recall of Goods, the Supplier must, at its own cost, give dormakaba any assistance relating to the recall that dormakaba reasonably requires.
- 23.7 The Supplier will assume all costs and expenses incurred by dormakaba as a result of the defective delivery of Goods and/or provision of Services, including the costs of any appropriate legal action or recall action.

24. Insurance Requirements

- 24.1 From the time of the first conclusion of the Order with dormakaba, the Supplier undertakes towards dormakaba for a period of up to 36 months after the last delivery of Goods and/or provision of Service to maintain an industrial third-party insurance policy from a reputable insurance with a lump sum coverage of at least:
 - (a) AUD \$20,000,000 public liability insurance;
 - (b) AUD \$20,000,000 professional indemnity insurance; and
 - (c) AUD \$10,000,000 business interruption insurance.
- 24.2 The access to insurance claim is not prejudiced by any other rights available to dormakaba.

- 24.3 The Supplier must provide dormakaba with evidence of the insurance mentioned above and the payment of premiums for it on first request. If the proof of insurance and premium payment is not provided to dormakaba within seven calendar days upon dormakaba's request, dormakaba will be entitled to withdraw from Orders not yet fulfilled in whole or in part (with respect to the part not yet fulfilled).

25. Waste management/ Packaging material

- 25.1 Insofar as waste is produced during the Supplier's fulfilment of the Order, the Supplier will, unless otherwise agreed in writing, recycle, or dispose of the waste at its own expense.
- 25.2 At dormakaba's request, the Supplier shall take back packaging material at its own expense at the place of performance.
- 25.3 All Goods delivered pursuant to the terms of this Agreement will be suitably packaged and delivered in accordance with the dormakaba's instructions and the applicable laws and regulations.

26. Prices/invoicing

- 26.1 The agreed price of the Goods and Services shall be stated in the Order is a binding and fixed prices excluding GST but inclusive of all discounts, surcharges, packaging, freight and customs costs.
- 26.2 Should the parties agree otherwise in writing, the following will apply: The Supplier is to ship the contractual items at the lowest possible cost in each case, unless dormakaba has specified a particular mode of transport to the Supplier. The Supplier will bear any additional costs arising from non-compliance with shipping instructions. The same applies to additional costs that arise due to express delivery to meet a delivery deadline.
- 26.3 After fulfilment of the Order, the invoices to be issued in duplicate are to be sent to the invoice address stated in the order, separately for each order. Order numbers must be indicated. All accounting documents must be included.
- 26.4 Invoices for agreed partial services must be marked "Partial Services Invoice", final invoices must be marked "Outstanding Services Invoice".
- 26.5 Price increases can only be imposed on dormakaba by the Supplier if they are expressly agreed in the contract.
- 26.6 The Supplier cannot charge dormakaba for materials or work done or services performed additional to that stated in the Order or increase the price for the Goods and Services without the dormakaba's prior written consent in accordance with the variation in clause 6 of this Agreement.
- 26.7 After fulfilment of the contract, the invoices to be issued in duplicate are to be sent to the invoice address stated in the Order, separately for each Order. Order numbers must be indicated. All accounting documents must be included.
- 26.8 dormakaba is entitled to any discount for prompt payment, bulk purchase or volume of purchase, which the Supplier customarily grants, whether or not shown on the Supplier's terms of sale.

27. Terms of payment

- 27.1 dormakaba will pay the Price of the Goods or Services, unless otherwise agreed, within 60 days from the date of invoice.
- 27.2 In the absence of any other agreement, the payment period will commence the later date of when:
- dormakaba has accepted delivery of the Goods or the Supplier performs the services completely and properly in accordance with clause 20;
 - dormakaba receives a valid and correct invoice.
- 27.3 If the Supplier is required to submit material tests, test protocols, quality control documents or other documentation to dormakaba, the full receipt of such documents in the English language. will also be required for the deliveries or services to be deemed complete.
- 27.4 Payment by dormakaba to the Supplier does not constitute acceptance under or represent an acknowledgement that deliveries and services rendered comply with the terms of the contract.
- 27.5 Discount deduction is also permissible if dormakaba offsets or reserves a reasonable amount of payments owing to defects; the payment period will begin once all defects have been remedied.
- 27.6 Unless otherwise agreed in writing by dormakaba, the Supplier shall have no right to charge interest or any other additional sum on any account outstanding with dormakaba. The Supplier is not entitled to suspend deliveries of the Goods or performance of the Services because of any sums being outstanding.
- 27.7 If advance payments have been contractually agreed, these advance payments will not be due until dormakaba has received a guarantee from the Supplier issued by a major bank, cooperative bank or public savings bank in the amount of the advance payment, which secures these advance payments, is directly enforceable and due on first request, waiving the defence of unexhausted remedies for the advance payment amount.

28. Set-off

- 28.1 Without prejudice to any other right or remedy, dormakaba is entitled to withhold, deduct, or set off any amount owing at any time from the Supplier to dormakaba, or claimed from the Supplier by dormakaba against any amount payable by dormakaba to the Supplier under the Contract.
- 28.2 As far as dormakaba is entitled to claims against other Related Entities belonging to the same group as the Supplier, dormakaba is entitled to withhold payments to the Supplier until the claims against this enterprise have been settled.

29. Rights of use and intellectual property rights

- 29.1 The Supplier will grant dormakaba a simple, unlimited, freely transferable, sublicensable and irrevocable right, unlimited in terms of subject matter, territory and time, to use the delivery item and/or service result contractually owned by the Supplier. The right of use will extend to all known and unknown types of use and include in particular the purpose of production (including integration into other products, quality assurance, data management etc.), use and marketing of other products (which may also include the delivery item or service result). If the delivery item or service result was developed on behalf of dormakaba, the Supplier will grant dormakaba the rights of use in an exclusive form, notwithstanding the provisions of the preceding sentence.

- 29.2 If the Goods and/or Service contains any open-source software (i.e., for example software underlying the BSD licence, the GNU General Public Licence or the GNU Lesser or Library Licence, or similar software) or shareware/freeware components (in the following "Open Source Software"), the Supplier must inform dormakaba of this in good time – as far as possible before, but at the latest upon conclusion of the contract – and of any resulting restrictions of the Goods and/or Service or of the intellectual property rights in emphasised form and make the following materials and information available:
- (a) Source code or Open-Source Software; insofar as the licence conditions of the originator of this software permit this; and
 - (b) List of all Open-Source Software used with a reference to the respective applicable licence together with a copy of the text of the licence conditions (including all annexes) in English (text form is sufficient).
- 29.3 If the Supplier does not inform dormakaba that the Goods and/or the Services contains Open-Source Software, or does so only after conclusion of the contract, dormakaba may withdraw from the contract within 14 calendar days after having gained knowledge of this without any claims of the Supplier against dormakaba arising from this (any remuneration already paid must be reimbursed to dormakaba). If the Supplier does not provide dormakaba with the materials and information stated in section 29.2 at the latest upon conclusion of the contract, dormakaba may withdraw if the Supplier does not provide the missing materials or information immediately after a separate corresponding request by dormakaba. The statutory provisions will apply in addition.
- 29.4 The Supplier guarantees dormakaba that:
- (a) the Supplier will not infringe the Intellectual Property rights of dormakaba or a third party in connection with supplying the Goods or Services;
 - (b) the Supplier acknowledges and agrees that all Intellectual Property and other information that dormakaba provides or makes available to the Supplier remains the property of dormakaba or its Related Bodies Corporates or affiliates (as the case may be);
 - (c) the Supplier will not use or disclose such Intellectual Property or information for any purpose other than for the purpose of performing its obligations under this Agreement;
 - (d) the Supplier acknowledges and agrees that all Developed Intellectual Property will vest in, and be assigned to, dormakaba on creation;
 - (e) the delivery item and/or the service result as well as all other provided materials are free from any kind of third-party intellectual property rights which prevent or restrict dormakaba from using them in accordance with the contract;
 - (f) the Supplier assumes sole liability towards those who assert infringements of intellectual property rights and indemnifies dormakaba from any claims in full. dormakaba is required to inform the Supplier immediately if claims are asserted against dormakaba due to infringement of intellectual property rights and to act in agreement with the Supplier in the event of disputes with third parties.
- 29.5 If claims are asserted due to infringements of intellectual property rights and if the rights to which dormakaba is entitled are impaired or denied (in the following "Impairments"), the Supplier is required at its own discretion to either:
- (a) alter the delivery Goods and/or the Service to result in such a way that they are no longer covered by the scope of protection, but do correspond to the Order provisions, or
 - (b) to obtain authorization that the delivery item and/or the service result can be used as contractually agreed without restrictions and without additional costs for dormakaba.
- If the Supplier does not manage to eliminate the abovementioned Impairments, dormakaba will be entitled to withdraw from the Order or to demand a reduction of the remuneration. This will not affect any claims of dormakaba.
- 29.6 dormakaba grants the Supplier a personal, non-exclusive, non-transferable and non-assignable licence to use the Developed Intellectual Property in connection with the performance of its obligations under this Agreement.
- 29.7 No other right is given to the Supplier or its Personnel to use any Developed Intellectual Property except in connection with the performance of the Supplier's obligations under this Agreement.
- 29.8 Each Party acknowledges and agrees that each Party continues to own all of its Intellectual Property existing at the date of this Agreement, or coming into existence during the term of this Agreement other than Developed Intellectual Property.
- 29.9 The Supplier continually indemnifies dormakaba against any Loss that dormakaba incurs or suffers, as a direct or indirect result of a breach of the Intellectual Property rights of dormakaba or a third party in connection with the Supplier providing the Goods or Services.

30. Provision of materials / tools

- 30.1 dormakaba reserves title in any parts that it provides to the Supplier. Processing or reworking by the Supplier is carried out on behalf of dormakaba. If in the course of processing the reserved Goods are combined with other items which do not belong to dormakaba, dormakaba will acquire pro-rata co-title in the new item commensurate with the ratio of the value of the Goods (purchase price plus GST) to that of the other processed items at the time of processing.
- 30.2 If the Goods provided by dormakaba are irreversibly mixed with other items which do not belong to dormakaba, dormakaba will acquire pro-rata co-title in the new item commensurate with the ratio of the value of the reserved Goods (purchase price plus GST) to that of the other mixed items at the time of mixing. If the mixing process takes place in such a way that the Supplier's item must be regarded as the principal item, it is deemed to have been agreed that the Supplier will transfer pro-rata co-title to dormakaba; the Supplier will hold the items in which dormakaba has sole or co-title on behalf of dormakaba.
- 30.3 If the Supplier is contractually required to manufacture tools for dormakaba, the tools will become the property of dormakaba after completion and payment of the manufacturing costs. If the tools for the production of parts remain with the Supplier, the handing over of the tool will be replaced by the fact that the Supplier owns the tools on behalf of dormakaba and dormakaba acquires indirect possession. The tools will be handed over to the Supplier by dormakaba for production purposes only. dormakaba is entitled to demand the tools back from the supplier at any time. In addition, the provisions stated in paragraph 4 apply.

- 30.4 dormakaba reserves title in the tools provided by dormakaba to the Supplier. The Supplier is required to use the tools exclusively for the production of the Goods Ordered by dormakaba and must refrain from using them for third parties. The Supplier is also required to take out property insurance for the tools belonging to dormakaba at replacement value, which includes cover for all risks. At the same time, the Supplier hereby assigns to dormakaba all compensation claims under this insurance policy; dormakaba accepts the assignment. The Supplier must carry out any necessary maintenance, inspection, service and repair work on dormakaba's tools at its own cost in good time. Any incidents must be reported to dormakaba immediately; culpable failure to do so does not affect claims for compensation.
- 30.5 All documents handed over by dormakaba remain the property of dormakaba. Without prior written consent, the documents handed over by dormakaba may not be copied or used commercially. They may not be made accessible to third parties and must be returned to dormakaba completely without special request and immediately after execution of the contract. Special experts and sub-contractors engaged by the Supplier are not deemed to be third parties if they have sworn secrecy to the Supplier for the benefit of dormakaba as a genuine contract for the benefit of third parties in the same way. The Supplier is liable for all damages incurred by dormakaba from the culpable breach of this obligation.
- 30.6 If the information provided to the Supplier is embodied in data, it must be completely deleted by overwriting at any time upon first request by dormakaba and the deletion must be confirmed in writing to dormakaba immediately.

31. Export control provisions

- 31.1 Upon request, the Supplier will provide dormakaba free of charge with a Supplier's declaration, a certificate of origin or all other documents required by customs authorities or any other authority with regard to the agreed delivery/service of the Supplier.
- 31.2 The Supplier will comply with all requirements of applicable national and international foreign trade law. The Supplier undertakes to inform dormakaba in good time in writing, stating the respective export list number, if the contractual items are included in the annexes of the EC Dual-Use Regulation (EC Regulation No. 428/2009), the German export list or the US export list or are subject to US re-export regulations.
- 31.3 Upon dormakaba's request, the Supplier will provide dormakaba, free of charge, with the technical parameters, functionality and material compositions necessary for checking the entry in the export lists.
- 31.4 If the Supplier breaches any of the above provisions of this section 31, it will compensate dormakaba for all damages, expenses and costs arising from this.

32. Confidentiality

- 32.1 The Supplier shall not without the written consent of dormakaba disclose to any third party or use for any purpose other than contemplated under this Agreement any proprietary or confidential documents, knowledge and information, prices, tools, formulas, samples, models, drawings, data standard sheets, manuscripts and other technical documentation supplied or made known to the Supplier by dormakaba.
- 32.2 The Supplier and dormakaba shall use all reasonable endeavours to keep confidential (and ensure that their employees and agents keep confidential) all information received by them relating to any part of the business and affairs of the other party provided that these obligations shall not apply to information which is:
 - (a) or becomes publicly known through no wrongful act of the party concerned; or
 - (b) required to be disclosed by an Order of law or other binding authority; or
 - (c) disclosed to any adviser of either party bound by a professional duty of confidentiality.

33. Force Majeure

- 33.1 In cases of force majeure, for the duration and to the extent of its impact, the party concerned will be exempted from the obligation to deliver or accept. Force majeure is any event beyond the control of the respective party that prevents it from fulfilling its obligations in whole or in part, in particular natural disasters, fire damage, flooding, war, pandemic restrictions (which includes restrictions, regulations or directives imposed by the Federal Government and/or any State Government).
- 33.2 Strikes, lockouts and breakdowns of production facilities and other operational disruptions due to cases other than those mentioned above, shortages of raw materials and other supply bottlenecks as well as incorrect or untimely delivery by upstream suppliers will not constitute a case of force majeure.
- 33.3 Supply difficulties and other disruptions in performance on the part of the Supplier's upstream suppliers will only be deemed to be force majeure if the upstream supplier, for its part, is prevented from performing the service incumbent upon it by an event in accordance with paragraph 1.
- 33.4 The party concerned will notify the other party without delay of the occurrence and of the cessation of force majeure and will use its best efforts to remedy such force majeure and to limit its impacts to the extent possible. This includes the Supplier's duty to procure replacement goods via third parties, this replacement procurement being permissible only after prior approval by dormakaba.
- 33.5 In the event of force majeure, the parties will agree on further action by mutual consent as far as possible. Notwithstanding the foregoing, either party will be entitled to cancel the Orders affected by this if the effects of force majeure last for more than two (2) weeks from the agreed delivery date.

34. Data protection

- 34.1 The Supplier assures that it will observe and comply with all relevant data protection regulations.
- 34.2 The Supplier accepts that it and any other parties acting under the Supplier's authority will process Personal Information only as directed by dormakaba and where such directions provided by dormakaba are permitted under Privacy Law, including complying with the Privacy Law, applicable dormakaba privacy and data protection policies, and other dormakaba privacy and data protection requirements in connection with any particular Order.
- 34.3 The Supplier acknowledges that both parties potentially have obligations pursuant to the Notifiable Data Breaches (NDB) Scheme under the Privacy Act in relation to eligible data breaches involving Personal Information used or disclosed in connection with this Agreement. For the purpose of this clause, an "eligible data breach" has the meaning given in section 26WE of the Privacy Act

35. Publication / advertising

- 35.1 An evaluation or announcement of existing business relations with dormakaba in publications or for advertising purposes is permissible only with the express prior consent of dormakaba.
- 35.2 The Supplier must not use the name "dormakaba", "dormakaba Australia, or any variation thereof, or any trademarks or other marks of dormakaba or its Related Bodies Corporate, in any advertising, publicity, or promotion without the prior written consent of dormakaba.

36. Products with Digital Elements

In case of the provision of products with digital elements are provided by supplier, the Special Conditions for Products with Digital Elements apply. Products with digital elements are goods or software, including hardware or software components that (i) provide digital functionalities themselves, or (ii) depend on or are connected to digital technologies, software, or data processing services, such that their essential functions cannot be performed without such digital elements.

37. Audit Rights

dormakaba shall have the right, upon reasonable notice, to audit the Supplier's compliance with the obligations set out in these terms, either directly or through an independent third party. The Supplier shall provide all necessary cooperation.

38. Place of performance, choice of law, place of jurisdiction

- 38.1 The place of performance for the respective service or delivery is the agreed place of delivery for deliveries and the agreed place of performance for services. For payments, the registered office of dormakaba is agreed as the place of performance.
- 38.2 These Terms and Conditions of Purchase and the contractual relationship between dormakaba and the Supplier are governed exclusively by the law of Victoria, and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.
- 38.3 The UN Convention on the International Sale of Goods (CISG) and other international uniform laws are expressly excluded.
- 38.4 If any provision of these conditions is or at any stage in the future becomes illegal, invalid, or cannot be enforced in law it will not affect the other terms which will stay in force.
- 38.5 Any amendment of or addition to this Agreement, including any amendment to the written form requirement, must be made in writing.
- 38.6 All notices necessary under these conditions (such as setting of a deadline, reminder, declaration of withdrawal) and other communications must be in writing to be valid and will be transmitted in person, by registered mail, by courier, by fax or by means of electronic communication to the other party at its registered office or principal place of business. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first class recorded delivery post) forty-eight hours after posting or (if sent by first class air mail letter) ninety-six hours after posting or (if sent by fax) at the time of transmission.

39. General

- 39.1 No waiver by dormakaba or any breach of the Agreement by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision and no failure to exercise or delay in exercising any right or remedy under the Contract shall constitute a waiver of that right or remedy.
- 39.2 The Supplier shall not be entitled to assign, transfer or in any other manner make over to any third party the Agreement (or any part of it) without dormakaba's prior written consent. Dormakaba may assign the Agreement (or any part of it) to any third party.
- 39.3 Where dormakaba is a member of a group of companies, dormakaba may perform any of the dormakaba's obligations or exercise any of its rights under the Contract itself or through any other member of dormakaba group, provided that any act or omission of any such other member shall be deemed to be an act or omission of dormakaba.

Last revised: 21st August 2026