

# General Terms and Conditions of Purchase

## Preamble

- (i) These General Terms and Conditions of Purchase govern the legal relationship between the supplier and ABUS Kransysteme GmbH (hereinafter referred to as 'ABUS').
- (ii) These General Terms and Conditions of Purchase apply to each individual order. They apply to all future orders even if they are not mentioned in the context of an individual order.
- (iii) Any of the supplier's general terms and conditions that conflict with or deviate from these terms shall not apply even if they are not expressly rejected.
- (iv) These General Terms and Conditions of Purchase are provided in German and English. In the event of any discrepancies or inconsistencies between the language versions, the German version shall prevail and be legally binding.
- (v) Amendments and additions to these General Terms and Conditions of Purchase must be made in writing. This also applies to any amendment to the written form requirement itself. Amending individual terms and conditions shall not affect the validity of the remaining terms and conditions. This does not affect the priority of individual agreements.

## 1. Order

- 1.1. ABUS may place individual orders with the supplier for the delivery of specific items. The supplier may accept these orders. All orders placed by ABUS shall only be considered valid if they are made in writing.
- 1.2. Orders, acceptances and confirmations must be sent in text form by data transmission.
- 1.3. If no binding delivery dates are specified in the framework agreement or the logistics agreement, the following applies:

ABUS specifies a desired delivery date in the order. The supplier must confirm this date in writing within two business days of receiving the order. If the supplier does not respond, the order is nevertheless deemed accepted—unless the supplier objects in writing within two business days and provides a valid reason. If the supplier rejects the date, ABUS and the supplier shall jointly determine which delivery quantities are possible within which timeframe. If no agreement is reached, ABUS may cancel the order.

- 1.4. Prior to the conclusion of the contract, the supplier must inform ABUS immediately and in writing if:
  - (i) special legal, official or technical safety regulations must be observed when handling, storing, processing, transporting or disposing of the items.
  - (ii) the items could pose special health, safety or environmental risks; atypical sources of danger or damage; or cause unusually serious damage, insofar as

this is known to or should be known by the supplier when exercising due care;

- (iii) statements have been made in advertising, brochures or other public communications either domestically or internationally regarding the items to be delivered that cannot be complied with; or
- (iv) the supplier is aware of, or should be aware through due diligence, of any corresponding statements made by third parties regarding the items to be delivered that cannot be complied with.

## **2. Acceptance**

- 2.1. ABUS may refuse to accept items delivered prior to the agreed delivery date, in which case they may be returned to the supplier at their expense and risk, or stored at a third party's premises at the supplier's expense and risk. The same applies to excess deliveries.
- 2.2. Short or excess deliveries (including partial deliveries) are permitted only with ABUS's approval.

## **3. Proof of origin, declaration of conformity, export restrictions**

- 3.1. The supplier is responsible for ensuring that the delivered items are free from any third-party rights that could restrict ABUS's use, particularly property rights or industrial/intellectual property rights.
- 3.2. The supplier must submit a long-term supplier declaration and certificates of conformity within 14 days of being requested to do so by ABUS. If the supplier fails to comply within the specified period and ABUS incurs costs as a result, the supplier shall be obliged to compensate ABUS.
- 3.3. The supplier must provide all the necessary documents for delivering items from non-EU countries with which the EU has concluded trade and preferential agreements exempting them from import duties. This includes proof of preference on commercial invoices and EUR.1 documents or A.TR movement certificates, if required for duty-free import. Certificates of origin must be presented on request. The country of origin must be stated on every commercial invoice issued by the supplier. If the aforementioned documents are not provided by the supplier prior to import, meaning that ABUS is required to pay customs duties that it would otherwise have been exempt from, or that would have been reduced, the supplier must reimburse ABUS for the corresponding amount.
- 3.4. The supplier must ensure the security of the supply chain and compliance with all applicable legal requirements. At ABUS's request, the supplier must immediately provide the necessary evidence.
- 3.5. The supplier must support ABUS in any way necessary to minimise or reduce payment obligations relating to customs duties or customs clearance costs.
- 3.6. The supplier must inform ABUS of any import or export restrictions on its deliveries, either in whole or in part, without being asked. In its business documents, the supplier must inform ABUS of any possible licensing requirements or restrictions on the (re-)export of the items, in accordance with German, European or US import and customs regulations, as well as the export and

customs regulations of the items' country of origin. The supplier must also inform ABUS well in advance of the first delivery if the items require BAFA (German Federal Office for Economic Affairs and Export Control) approvals. The supplier must also inform ABUS immediately of any changes affecting the import or export of the items in question, particularly technical adjustments, changes in legislation or official declarations.

- 3.7. The supplier must consider the energy-related performance characteristics of the products or services in question and provide relevant data upon request when procuring energy-consuming products or services.

#### **4. Prices and payment**

- 4.1. Unless further individual price agreements are made, the last agreed price and terms will remain valid until the end of the spare parts supply period following the expiry of the price agreement.
- 4.2. The supplier is not entitled to assign any claims arising from the contract or an order. Third parties not involved in concluding the contract are not entitled to demand payment for themselves or others. The supplier remains responsible for receipt even if it assigns claims arising from the contract to third parties. Section 354a(1) sentences 1 and 2 of the German Commercial Code (HGB) remain unaffected.
- 4.3. If the delivered items are defective, ABUS is entitled to withhold payment proportionally until proper subsequent performance has been provided.
- 4.4. The supplier is only entitled to set off claims if the counterclaims are undisputed or legally established. The supplier may also offset claims if they are asserting warranty claims or counterclaims arising from the same contract.
- 4.5. The supplier shall have rights of retention insofar as they are based on the same contractual relationship. Otherwise, they shall only apply in the case of undisputed or legally established counterclaims.

#### **5. Packaging**

Unless otherwise agreed, items for delivery shall be packaged in a manner that is commercially standard and appropriate. The supplier shall be liable for any damage caused by unsuitable packaging.

#### **6. Provision**

- 6.1. The provisions shall be delivered directly by the delivery companies commissioned by ABUS, at ABUS's expense.
- 6.2. Any materials, assemblies, tools or other production resources provided by ABUS shall remain the property of ABUS.

- 6.3. Any processing or transformation carried out by the supplier shall be done on behalf of ABUS. If the provided goods are processed or inseparably mixed with items not belonging to ABUS, ABUS shall acquire co-ownership of the new item, proportionate to the value of the provided goods in relation to the other processed or mixed items, at the time of processing or mixing. If the supplier's item is mixed in such a way that it is to be regarded as the main item, it shall be deemed agreed that the supplier shall transfer proportional co-ownership to ABUS and shall hold sole or joint ownership in safekeeping for ABUS.
- 6.4. The goods provided may be used exclusively for the manufacture and assembly of ABUS products. Any other use is prohibited. The supplier shall be liable for any damage or misuse, unless such damage or misuse is beyond the supplier's control.
- 6.5. The supplier must treat the tools and other production resources with care, maintain them at their own expense, and replace them if necessary.
- 6.6. The supplier must insure the tools and other production resources at their own expense, for at least their replacement value, against fire, water damage, environmental influences, burglary, vandalism, and public liability.
- 6.7. The supplier must keep tools and other means of production in a usable condition at all times. In particular, the supplier must take suitable precautions to protect them from harm during storage.

## **7. Material defects, warranty, compensation**

- 7.1. A material defect exists if the delivered items differ from the agreed quantity, quality, or suitability for the agreed purpose; differ from the commitments of the supplier; differ from statutory provisions (in particular product law provisions); or differ from the description or labelling of the supplier. The same applies if the delivered items result in product liability claims being made by third parties. Exceptions apply only if the parties agree otherwise in writing, or if the supplier can prove that ABUS was aware of and accepted the deviation prior to delivery. Legal defects are governed by Section 435 of the German Civil Code (BGB).
- 7.2. The supplier must ensure that the items are of the agreed quality, in accordance with the specifications (including drawings, data sheets and other relevant documentation), and are fit for the intended use, as communicated or implied by the contract. If the intended use is not known to the supplier, they must inform ABUS and request the necessary information. The supplier shall also ensure that the items comply with all legal requirements and generally accepted state of the art.
- 7.3. The statutory provisions (Sections 377, 381 of the German Commercial Code, HGB) shall apply to the commercial obligation to inspect and report defects, subject to the following proviso: ABUS's obligation to inspect is limited to defects that are apparent during incoming goods inspection by external examination (including delivery documents, e.g. transport damage, incorrect or short delivery), or that are recognisable during quality control by random sampling. External experts do not need to be consulted. ABUS is not obliged to check the goods for legal defects. If it has been agreed that the supplier must inform ABUS upon completion of subsequent performance, the complaint period shall only commence upon receipt of the relevant notification.

7.4. ABUS's warranty claims are governed by law. If ABUS has set the supplier a deadline for subsequent performance, but the supplier fails to carry out the subsequent performance within the deadline or refuses to do so, ABUS may remedy the defect itself or have it remedied by third parties and demand appropriate compensation.

7.5. ABUS may withdraw from an order, either partially or entirely, if:

- (i) the fulfilment of the contract is prohibited by law;
- (ii) the supplier violates the General Terms and Conditions of Purchase, ABUS has issued a warning to the supplier, and the supplier has failed to remedy the violation within a reasonable timeframe;
- (iii) the ordered items arrive more than 14 days late;
- (iv) there is a significant deterioration in the supplier's economic circumstances, particularly if they are subject to sustained seizures or other enforcement measures, or if judicial or extrajudicial insolvency proceedings are opened;
- (v) the supplier fails to fulfil an essential obligation arising from the order;
- (vi) ABUS is entitled to withdraw due to a defect;
- (vii) the supplier breaches a contractual obligation and the grace period set by ABUS for rectification has expired without success; or
- (viii) it would be unreasonable for ABUS to adhere to the order.

7.6. Acceptance of items or payment of the price does not preclude ABUS from claiming damages from the supplier for breaches of contract or for any other legal reason.

7.7. The supplier shall indemnify ABUS against all justified claims asserted by third parties on the basis of defects in the delivered items or their components. The supplier shall support ABUS in handling justified claims and defending against unjustified ones, and shall provide all necessary information and technical documentation for this purpose. If necessary, the supplier shall provide security or replacement.

## **8. Supplier liability**

8.1. Unless otherwise agreed, ABUS shall be entitled to compensation for all direct and indirect costs incurred as a result of the supplier's breach of contract. This includes the costs of taking precautionary measures to prevent imminent damage or avert imminent danger.

8.2. If the seller is responsible for product damage, they shall indemnify ABUS against third-party claims, provided that the cause lies within their sphere of control and organisation, and provided that they are liable under external law. As part of this indemnity obligation, the supplier shall reimburse expenses arising from or in connection with claims by third parties, including recall campaigns carried out by ABUS, in accordance with Sections 683 and 670 of the German Civil Code (BGB). ABUS shall inform the supplier of the content and scope of recall measures, where possible and reasonable, and give them the opportunity to comment. At the supplier's request, ABUS will return defective items for analysis, in which case the supplier will bear the return transport costs. Further legal claims remain unaffected.

## **9. Transfer of rights and obligations; data protection**

9.1. The supplier is not entitled to have orders or individual agreements carried out by third parties, nor to relocate the production site, unless they have obtained ABUS's prior written consent. ABUS may make its consent contingent upon the expiry of a reasonable period of time prior to the relocation of production and/or the supplier assuming all associated costs.

9.2. Without prior written consent, the supplier may not advertise its contractual relationship with ABUS to its customers or otherwise. In particular, the supplier may not use any of ABUS's names, trademarks, logos, product names or presentations etc. without ABUS's consent.

9.3. ABUS is entitled to use the delivered software for the intended use and within the scope of the contractually agreed performance characteristics. This includes all legally permissible uses. ABUS is entitled to make backup copies of the software at any time.

9.4. The rights of use granted for the delivered documents, software or other materials are irrevocable.