

## Terms and Conditions for the Supply of Products

### 1. Introduction

a - These General Terms and Conditions ("Terms") apply to all agreements relating to the delivery of goods to ASSA ABLOY AB and all its subsidiaries ("ASSA ABLOY Group"), unless expressly agreed in writing between the parties. "Subsidiary" means any entity controlled or owned, directly or indirectly, at any time, by ASSA ABLOY AB.

b - Terms used herein, but not otherwise defined, shall have the meanings given to them elsewhere in this Purchase Agreement.

### 2. Delivery and Transfer of Ownership

a - Supplier will provide the Intercom 2020 FCA, unless otherwise agreed in the Order (the "Delivery Terms"). It is essential that each order is delivered on time.

b - Ownership and risk of loss or damage of a Product shall pass to the buyer in accordance with the Terms of Delivery. The Products will be packaged appropriately in accordance with buyer's instructions.

c - If the Supplier fails to meet a confirmed delivery date, the Buyer may, in its sole discretion and without prejudice to any other remedy; (i) request that the Supplier ship the delivery in accordance with the Buyer's instructions free of charge; and/or (ii) cancel the undelivered portion of Order free of charge; and/or (iii) terminate this Purchase Agreement in accordance with the Section. In addition, the Supplier will be responsible for payment of liquidated damages to the Buyer at the rate of five (5) % of the value of the Order for each week of delay initiated, subject to a maximum amount equal to fifty (50) % of the value of the Order.

Payment of liquidated damages shall be made at the request of the Buyer or, at Buyer's option, by offsetting the amounts subsequently invoiced by the Supplier and the Supplier shall not prevent the Buyer from making further claims.

### 3. Forecasting

a - The Buyer may provide the Supplier with order forecasts indicating the Buyer's requirements for Products during the time period stipulated in this Purchase Agreement (the "**Order Forecast**"). The supplier shall endeavor to maintain sufficient manufacturing capacity and Product inventory to meet the requirements set forth in the Order Forecast.

b - Order Forecasts shall not be binding on the buyer and shall not result in any responsibility or obligation for the buyer to place Orders for any Products, nor shall they constitute a commitment to purchase a specific volume of Products, or any part or material used in the manufacture of the Products. In addition, no Order Forecast will result in any liability to the Buyer due to storage costs incurred by the Supplier, etc.

### 4. Purchase price and invoicing

a - Buyer shall pay the applicable purchase price for each Product, as set forth in this Purchase Agreement or Appendix 1 (*Prices and Products*) hereof. The purchase price will be paid, in the currency set forth in this Purchase Agreement, within sixty (60) days from the date on which the Products will be deemed to have been delivered in accordance with the Delivery Terms, but always subject to correct and complete billing documentation. Payment of an invoice will not constitute acceptance of the Products.

b - The Supplier will issue and date the invoices for each shipment of Products. All invoices will refer to the concerned Order and will include the information's required by the buyer or otherwise required by law.

c - The purchase price shall be fixed for twelve (12) months from the date of this Purchase Agreement, unless otherwise provided in writing. The Primary Buyer and Supplier will review in good faith and agree on the relevant purchase price to be applied after the expiration of the twelve (12) month period.

The Supplier will use an open book value for this purpose. However, if the Primary Buyer and Supplier are unable to agree on the new purchase price before the end of the twelve (12) month period, this Purchase Agreement may be terminated in writing by the Primary Buyer or Supplier upon six (6) months written notice to the other party. During the six (6) months' notice period, the then-current purchase price will continue to apply.

d- The Supplier and the Buyer will work together to achieve significant reductions in total costs. The Supplier undertakes to reduce the Buyer's total expenses for the Products delivered to the Buyer by at least five (5) per year. Performance against the five (5) percent target will be monitored by Supplier and regularly reviewed by Category Manager and/or Buyer's site management.

## **5. Intellectual and industrial property rights**

a- Except as otherwise expressly provided in this Agreement, each party shall retain its intellectual and industrial property rights without conferring any interest on the other party and neither the Supplier nor any third party shall acquire any rights, titles, or interests over the intellectual or industrial property rights of any company of the ASSA ABLOY group.

b - Notwithstanding the foregoing, all intellectual property rights in the Products, including, but not limited to, drawings, designs, models, calculations, tools, etc., provided by the Buyer or created by the Supplier under this Purchase Agreement, shall belong exclusively to the Buyer. The Supplier shall, where applicable, take all necessary steps to ensure that the Buyer receives the rights mentioned herein.

c - Without limiting the generality of this section and except as otherwise expressly provided herein, the Supplier agrees not to use the "ASSA ABLOY" trademark or any other trademark of an ASSA ABLOY group company for any purpose, without the prior written consent of the Primary Buyer.

## **6. Buyer's products, tools, and design**

a- All products, tools and designs or any other goods supplied by the Buyer to the Supplier (the "**Buyer Goods**") at the Buyer's sole expense, will be and remain the Buyer's goods and will be returned to the Buyer at the Buyer's request. The Supplier may not use the Buyer's Goods for any purpose other than to perform its obligations under this Purchase Agreement.

b - The Supplier, at no additional cost to the Buyer, will store and keep all the Buyer's Goods in good condition, updating them (if necessary). In addition, will ensure the Buyer's Goods, for which it is responsible, on commercially reasonable terms.

c - The Supplier will keep the Buyer's Goods clearly segregated from its own goods and these will be marked as Buyer's Goods.

The Buyer shall have the right to enter or have access to the Supplier's premises at any time in order to inspect and/or remove the Buyer's Goods from the premises.

## **7. Manufacturing Process**

a - The Supplier shall be responsible, without limitation and at no additional cost to the Buyer:

(i) the sourcing and purchase of all raw materials for the Products;

(ii) obtaining all necessary approvals, authorizations, and licenses for the manufacture of the Products;

(iii) the provision of sufficient qualified personnel and manpower to perform the obligations under this Purchase Agreement;

(iv) the implementation and maintenance of effective inventory and production control procedures in relation to the Products; and

(v) the treatment, from time to time, of other problems at the reasonable request of the Purchaser.

b - Supplier shall not modify any process, material, component, packaging or manufacturing place without the prior express written permission of Buyer.

## **8. Warranties**

### **8.1 Product Warranty**

(a) The Supplier hereby represents and warrants at all times:

(i) that it has the right and authority to enter into this Purchase and Purchase Agreement and to perform the obligations set forth herein;

(ii) all production and deliveries were carried out with the utmost care, punctuality and professionalism;

(iii) the Product is free from all rights in rem and any other restrictions of title and use that may affect the ownership or right of any Product under this Purchase Agreement;

(iv) the Primary Buyer, the Buyer and any company of the ASSA ABLOY Group have and will continue to have (including after the expiration and termination of this Purchase Agreement or an Order, as the case may be) any rights, as set forth in this Product Purchase Agreement, granted or assigned hereunder (or pursuant to any document or agreement entered into pursuant to this Agreement).

(b) The Supplier warrants that all Products delivered to the Buyer will be free from defects in materials and workmanship, conform to the Specifications (if any) and will be free from defects in design and will be fit for purpose.

(c) The Supplier further warrants that the Product will comply with all applicable laws, regulations and standards and that it will not infringe or violate the intellectual property rights of any third party.

(d) The Supplier further warrants that the Products have been manufactured and delivered in accordance with all applicable laws, regulations and standards.

(e) All warranties will continue to apply upon acceptance and payment by buyer in accordance with the section.

## **8.2 Warranty Period and Remedies**

(a) Supplier's warranties hereunder shall extend to any defect or non-conformity occurring or manifesting itself within twenty-four (24) months after delivery to Buyer, or within eighteen (18) months after delivery to Buyer's customers, whichever is later.

(b) If any Product fails to conform to any of the warranties on the item, the Buyer may require the Supplier to promptly correct or replace such Product at the Supplier's own risk or to be refund the Purchase Price.

(c) Any amounts owed by the Supplier to the Buyer pursuant to the preceding section shall be paid on the Buyer's first demand or, at the Buyer's option, by offsetting against amounts subsequently invoiced by the Supplier.

(d) The remedies provided in the preceding section shall be in addition to all other rights and remedies provided by law.

(e) If the Supplier fails to correct or replace a defective Product within a reasonable time, the Buyer may correct or replace such Product and the Supplier agrees to reimburse the Buyer for the costs incurred.

## **8.3 Epidemic failures**

If, during the warranty period, defects are reported in more than five (5) percent of the total number of Products/units shipped in a consecutive thirty (30) day period ("Epidemic Failure"), Supplier will devote sufficient resources on an ongoing basis, at its expense, to identify and eliminate the cause(s) of the Epidemic Failure. In addition, upon Buyer's written request, supplier will replace or upgrade all Products delivered to Buyer that are susceptible to such Outbreak Failure and reimburse Buyer for commercially reasonable expenses related to any product recall or related action taken by Buyer. If Replacement Products are not provided and/or an acceptable plan to resolve an Epidemic Failure is not provided to Buyer within thirty (30) days upon notice, or such additional time as Buyer may allow at its discretion and depending on the nature of the Epidemic Failure, Supplier may terminate this Purchase Agreement without any liability to Supplier for such action. In the event of an Epidemic Failure, the Buyer has the right to request a refund or credit for the relevant Products (and the Supplier will provide such refund or credit at the Buyer's request) and the Buyer may also cancel any particular Order in respect of the Product in question.

#### 8.4 Replacement Parts

During the term of this Purchase Agreement and for a minimum of five (5) years after the termination or expiration of this Purchase Agreement, Supplier shall make available to Buyer replacement parts for all components of each Product available for sale. Spare parts are made available to the Buyer at prices equivalent to the prices that the Supplier offers to its other customers for such spare parts.

#### 9. Quality Assurance, Auditing and Compliance with Laws

a - The supplier will maintain the applicable ISO certification and/or any other quality system and procedure as agreed from time to time.

b - The Supplier will comply with ASSA ABLOY's sustainability program and procedures, as amended from time to time.

c – The Supplier shall comply with the Partner Code of Conduct and the applicable ASSA ABLOY Supplier Manual, as amended from time to time and which, at Supplier's request, will be provided to it by Buyer and to ensure compliance with these policies by any subcontractor designated by Supplier.

d - In order to monitor compliance with this Purchase and Purchase Agreement and the ASSA ABLOY Partner Code of Conduct, Supplier shall, by prior agreement or otherwise, allow (or provide access to) Buyer and/or Primary Buyer, and/or their agents and representatives, access to Supplier's manufacturing facilities and, otherwise, to the areas of its production plants and those of its subcontractors related to the Products, as well as its quality assurance system.

e- All Products shall be manufactured and/or supplied in compliance with-(i) all laws and regulations applicable to the Purchaser or Supplier, including all economic sanctions and export control laws, regulations, rules or restrictive measures, and (ii) import and export restrictions on materials and items, adopted and enforced by governmental authorities of the European Union, the United Kingdom, the United Nations or the United States (**“Economic Sanctions and Export Control Laws”**), licensing rules and all relevant regulations and provisions relevant to safety and the environment. These shall also include agreements between forwarding agents and rules and regulations about the shipment of hazardous materials. In particular, the items to be delivered hereunder shall, where applicable, be marked in accordance with the provisions and regulations of the relevant jurisdiction on substances and preparations that are hazardous to health and the environment. The Supplier may be explicitly required to comply with other and/or additional standards and regulations in a Specification (if any).

f – The Supplier warrants, represents and undertakes that it at all times will act in compliance with Economic Sanctions and Export Control Laws, and that neither the Supplier, nor any of its affiliates, nor any of their respective directors, officers, employees nor, so far as the Supplier knows, any agents or other persons acting on behalf of any of the foregoing:

(i) is, or has been, nor will be, or determined to be owned or controlled by one or more individuals or entities subject to sanctions measures under the Economic Sanctions and Export Control Laws (**“Listed Person”**);

(ii) has engaged, nor will engage, in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;

(iii) directly or indirectly, has conducted or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;

(iv) has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or,

(v) is, or has been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Laws.

g - The Supplier will inform the ASSA ABLOY Company of any Economic Sanctions and Export Control Laws or restrictions applicable to any Product delivered under this agreement.

h – The Supplier agrees that the representations and warranties set forth in 9(f) and (g) above shall remain true and correct at all times, and that the Supplier will provide written notice to the Purchaser, as promptly as possible and in any event within five business days, should any representation or warranty fail to be true or correct at any time.

i – The Supplier will, to the best of its abilities, cooperate with the Purchaser to facilitate compliance with Economic Sanctions and Export Control Laws and will upon request, provide the Purchaser with copies of all documentation relating to the delivery of the Product, including but not limited to, relevant Product classifications under Economic Sanctions and Export Control Laws, as well as other relevant trade-related information, such as origin, classification and value under the customs laws in relevant jurisdictions, US origin content in the Product supplied, and information related to sourcing of materials and sub-suppliers. The Supplier shall also provide information and assistance in relation to licencing and authorisations as needed in relevant jurisdictions.

j – The Supplier will maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of the Purchaser pursuant to this agreement. Supplier shall also provide all information related to any suspected violation or circumvention of Economic Sanctions and Export Control Laws in relation to Products.

k - Notwithstanding any provision of this agreement, the Purchaser shall not be obliged to make any payment or take any other action under this agreement if the Purchaser believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Control Laws or that the funds provided may be made available to a Listed Person.

l -The Supplier warrants and represents that all Products, where applicable, are fully compliant with The Restriction on the use of Certain Hazardous Substances in Electrical and Electronic Equipment Directive 2015/863/EU (“RoHS3”), amending Annex II to Directive 2011/65/EC (“RoHS2”), as implemented by EU Member States, or in compliance with any other regulations similar to RoHS3 and RoHS2 of the relevant jurisdictions reasonably acceptable to the Purchaser, except for relevant exemptions where they apply, and which shall be notified in writing to the Purchaser by the Supplier. Any incompliant Products may be rejected by the Purchaser and returned to the Supplier at the Supplier’s cost. The Supplier shall make available to the Purchaser records of its compliance, including a declaration of conformity, with RoHS2 and RoHS3 on the Purchaser’s request.

m - To the extent the Products or any of the substances contained in the Products falls within the scope of the European Community Regulation 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals or any corresponding regulations in other jurisdictions as agreed with the Lead Purchaser (“REACH”), the Supplier warrants and represents that the Products and/or substances used as raw materials for the production of the Products shall comply with the requirements of REACH and the Supplier further represents that, to the extent required under REACH, the Products or any of the substances contained in the Products is or will be timely (pre-) registered and will remain (pre-)registered for the Purchaser’s use(s), so that the Purchaser is always considered as a downstream user according to REACH. To the extent the Products or any of the substances contained in the Products, require authorization under REACH, the Supplier shall ensure that an authorization is timely obtained and maintained. Upon request from the Purchaser, the Supplier will promptly provide the Purchaser with a written acknowledgement of pre-registration or, when relevant, of registration or authorization of the substances contained in the Products sold or to be sold to the Purchaser. The Supplier remains responsible for all information provided in relation with compliance of the Products sold or to be sold to Purchaser with REACH. Any incompliant Products may be rejected by Purchaser and returned to the Supplier at the Supplier’s cost.

n - The Supplier shall provide all information needed for the Purchaser to comply with applicable export control laws, including the re-export, of Products or software, data or technology supplied in relation to Products. This information shall include, without limitation: (i) relevant export control classification numbers in relevant jurisdictions; and (ii) Products’ origin and customs classification codes. Declarations of conformity with RoSH2, RoHS3 and REACH shall upon request be provided by the Supplier to the Purchaser within ten (10) business days.

o - The Supplier shall notify the Purchaser in writing if any Product or part of a Product that the Supplier provides to the Purchaser contains any material from time to time identified as a “conflict mineral” in accordance with the United States Dodd-Frank Wall Street Reform and Consumer Protection Act or any similar legislation in force from time to time. Any failure to present such written confirmation will constitute a representation from the Supplier that no conflict minerals are used in any Product, or part of a Product.

## **10. Product Liability**

The Supplier shall be responsible for all Products manufactured by the Supplier and shall effect and maintain sufficient and adequate insurance policies during the term of this Purchase Agreement and any warranty period covering the Products., as further set forth in clause 12 below.

## **11. Indemnification and Limitation of Liability**

### **11.1 General Indemnification**

Notwithstanding any other rights that the Primary Buyer or Buyer may exercise under this Purchase Agreement or applicable laws, but subject to the limitations set forth in the section below, the Supplier shall defend, indemnify and hold harmless the Primary Purchaser and the Buyer from and against any costs, damages, liabilities, losses or expenses that the Prime Buyer and/or the Buyer incur as a result of the Supplier's negligence or breach of warranty or representation or any other defect under or in connection with this Purchase Agreement. This shall include, but not be limited to, compensation for any costs, expenses, losses, or damages suffered by a Purchaser in connection with a product recall that the Purchaser reasonably conducts, as the Supplier has not supplied the Products in accordance with this Purchase Agreement, or which are otherwise found to be defective.

### **11.2 Indemnification of Intellectual Property Rights**

The Supplier will defend, indemnify and hold harmless the Primary Purchaser, the Purchaser and any ASSA ABLOY Group company (as applicable) against any costs, damages, liabilities, losses or expenses, whether direct or indirect, arising out of any legal action, claim or demand brought against the Primary Buyer, the Buyer or the company of the ASSA ABLOY Group, or related thereto, by a third party on the ground that the possession, use or sale of the Products by the Primary Buyer, the Buyer or the company of the ASSA ABLOY group (or its subcontractors or agents) constitutes an infringement of the intellectual or industrial property rights of a third party.

### **11.3 Limitations**

(a) Except for claims arising out of the above section and the section below, neither party shall be liable under this Purchase Agreement for any lost profits or indirect or consequential damages of any kind. However, any direct damage or loss suffered by any company in the ASSA ABLOY Group as a result of this Purchase Agreement shall be deemed to be direct damage and recoverable loss to the Buyer.

(b) Notwithstanding the foregoing, nothing in this Purchase Agreement shall exclude or limit a party's liability for gross negligence, fraud, willful misconduct, death, or personal injury. Any breach by the Provider of the Data Processing Agreement and applicable data protection laws shall always be considered gross negligence.

## **12. Insurance**

The Supplier shall maintain comprehensive or commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be requested by the Purchaser) for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform the Purchaser of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to the Purchaser upon the Purchaser's request.

### **13. Data protection**

To the extent that the Supplier processes personal data on behalf of the Primary Buyer, the Buyer and/or any company in the ASSA ABLOY Group under this Purchase Agreement, the elements stipulated in the Data Processing Agreement shall apply.

### **14. Force Majeure**

(a) Neither party shall be liable to the other party for any delay or failure to perform due to any event or circumstance which cannot reasonably be avoided or controlled by the relevant party, except but excluding power outages and power outages ("Force Majeure") and which materially affects the performance of the obligations arising under this Purchase Agreement.

(b) In the event of the occurrence of a Force Majeure event, the contractual obligations of a party affected by Force Majeure and the time limit for the performance of such obligations shall be extended, without penalty, for a period corresponding to the period during which the party is limited by Force Majeure, provided that the relevant party has (i) promptly informed the other party of the Force Majeure event, the estimated duration and extent of the interruption of services, and (ii) taken all reasonable steps to limit the consequences arising from Force Majeure.

Notwithstanding the foregoing, if Force Majeure is expected to last longer than two (2) weeks, or if the Supplier is unable to meet an agreed delivery time, the Buyer or Prime Buyer may terminate the relevant Order, as well as any other Order affected by Force Majeure not yet delivered, with immediate effect. The Supplier shall not be entitled to any compensation for any loss or damage resulting from such action.

### **15. Termination of the Agreement**

(a) Except as otherwise provided herein, this Purchase Agreement may be terminated (in whole or in part) by the Principal Purchaser at any time upon three (3) months' notice to the Supplier and by the Supplier upon six (6) months' notice to the Principal Purchaser. Any accepted and pending orders will not be affected by termination.

(b) The Primary Purchaser may terminate this Purchase Agreement (including all Orders), and the Purchaser may cancel an Order, effective immediately, if:

(i) Supplier commits a material breach of any obligation or performance under this Purchase Agreement or any Order which, if remedied, is not remedied within thirty (30) days after notification by the Primary Purchaser or Purchaser to Supplier of such breach; or

(ii) the Supplier repeatedly fails to deliver the Products in accordance with the terms and conditions of this Purchase Agreement or any Order; or

(iii) the Supplier repeatedly fails to meet a confirmed delivery date; or

(iv) the Supplier ceases to carry on its business or substantially all of it; or

(v) the Supplier files or has filed a declaration of voluntary or involuntary bankruptcy against it, is generally unable or fails to pay its debts when they become due, makes or seeks to make a general assignment for the benefit of its creditors, requests or consents to the appointment of a trustee, receiver or trustee for a substantial portion of its assets or business, or becomes insolvent; or

(vi) the Supplier violates the ASSA ABLOY Partner Code of Conduct and/or the ASSA ABLOY Information Security Policy and Requirements and/or the Data Processing Agreement; or

(vii) the Supplier or its owner(s), directors or officers becomes a Listed Person, or if the Supplier breaches any applicable sanctions or export control rules, or if a party's ability to fulfill any obligation under this Purchase Agreement or any Order is materially affected by the imposition of sanctions or export control rules, or if either party's continued performance of any obligation under this Purchase Agreement or any Order poses material risk of exposing the party to any sanctions or secondary sanctions; or

(viii) there is a change in Supplier's control whereby fifty percent (50%) or more of Supplier's shares become owned or controlled by a person or group of persons acting jointly (who are not the persons who hold such shares or exercise such control as of the date of this Purchase Agreement).

(c) Supplier may terminate this Purchase Agreement with immediate effect if (i) the Principal Purchaser commits a material breach of an obligation under this Purchase Agreement which, if it is capable of remedy, is not remedied within thirty (30) days after Supplier's notification to the Principal Purchaser of such breach, or (ii) the Principal Purchaser has filed proceedings against it, A declaration of bankruptcy, whether voluntary or involuntary, is generally unable or fails to pay its debts when they become due, makes or seeks to make a general assignment for the benefit of its creditors, requests or consents to the appointment of a trustee, receiver or trustee for a substantial part of your assets or business or becomes insolvent. The Supplier may cancel an Order if any of the circumstances set out in paragraphs (i) and (ii) above occur in relation to the Buyer.

## **16. Confidentiality**

a- Each party agrees not to disclose the other party's Confidential Information or to use such information for any purpose other than to perform its obligations and exercise its rights under this Purchase Agreement. "Confidential Information" means all non-public or proprietary information that is treated as confidential by a party to this Purchase Agreement, including, without limitation, all financial, technical, marketing, commercial, legal or other information of any kind, whether such information has been or will be communicated in writing, orally or otherwise, to the other party under this Agreement.

(b) Notwithstanding the foregoing, the term "Confidential Information" shall not include information that the recipient can prove, with supporting documentation, (i) was in the public domain when it was disclosed; (ii) has entered the public domain after its disclosure, without default or infringement by the receiving party; (iii) it was already known to the receiving party prior to its disclosure, without the receiving party undertaking to maintain its confidentiality vis-à-vis third parties; (iv) it was provided by a third party who had the right to disclose that information to the receiving party and that the third party did so without any obligation on the part of the receiving party to maintain its confidentiality; or (v) has been independently established by the Receiving Party, without recourse to the confidential Information of the Disclosing Party.

c. Each party shall have the right to disclose Confidential Information in response to a valid order issued by a court or other governmental agency having jurisdiction over the respective parties or this Purchase Agreement or if such disclosure is otherwise required by law or by any applicable securities.

exchange rules, provided that the party first notifies, to the extent practicable, the other party required disclosure and uses reasonable efforts to limit any harm caused by such disclosure to the other party.

d - Each party shall ensure that any person to whom the Receiving Party provides access to the Disclosing Party's Confidential Information will comply with the confidentiality requirements set forth in these Terms. The receiving party shall be held liable for any breach of these confidentiality requirements by such persons.

e - Upon termination of this Purchase Agreement, or upon written request of the Buyer or Prime Buyer, the Supplier shall immediately cease use and return to the Buyer or Prime Buyer, or destroy, all documents and data containing Confidential Information.

(f) The Supplier shall provide to the Buyer or Principal Purchaser, as soon as practicable, a written certificate attesting that it has destroyed or returned to the Purchaser or Principal Purchaser all documents and other property and performed all acts referred to in the Article.

g - The obligations set forth in this section shall be applicable during the term of this Purchase and Sale Agreement and for a period of ten (10) years thereafter.



## **17. Miscellaneous**

### **17.1 Assignment**

Supplier may not assign this Purchase Agreement, or subcontract its obligations hereunder, to any third party without the prior written consent of the Principal Purchaser. The Principal Purchaser shall have the right to assign this Purchase Agreement or parts thereof to any other company of the ASSA ABLOY Group and a Purchaser shall have the right to assign any Order (of which it is a part) to any other ASSA ABLOY company.

### **17.2 Subcontracting**

Any subcontracting carried out by the Supplier in accordance with the provisions of this Purchase Agreement may only be carried out to subcontractors who have been approved in writing by the Buyer. Such subcontracting shall not relieve the Supplier of any obligation or liability in respect of the obligations so subcontracted. The Supplier shall therefore be held liable for any obligation or liability of the subcontractor as if the Supplier had fulfilled the obligations on its own.

### **17.3 Notices**

All press releases, public announcements or public relations activities of Supplier relating to this Purchase Agreement or the transactions contemplated hereunder shall be approved by the Principal Purchaser prior to such posting or announcement. However, the Supplier shall not be precluded, after reasonable consultation with the Lead Buyer, from disclosing such information as required by applicable law, rules or regulations (including any applicable stock exchange regulations) or by a decision of a court of competent jurisdiction.

### **17.4 Remuneration**

The Buyer shall be entitled to set off any amount owed at any time by the Supplier to the Buyer against any amount owed by the Buyer to the Supplier, at any time.

### **17.5 Maintenance**

The expiration or termination of this Purchase Agreement shall not affect vested rights and obligations incurred by either party at the time of expiration or termination.

### **17.6 Severability**

If any provision of this Purchase Agreement or these Terms is declared void or unenforceable, in whole or in part, by any court or other competent authority, the remaining provisions of this Purchase Agreement or these Terms and the other effective provisions shall remain valid. The parties agree to replace any void or unenforceable provision with a valid and enforceable provision that comes as close as possible to the common intent of the parties underlying the void or unenforceable provision.

### **17.7 Entire Agreement**

This Purchase Agreement supersedes all prior agreements and understandings (written or oral) between the parties relating to the subject matter hereof.

### **17.8 Changes**

Any changes or modifications to this Purchase Agreement will be made in writing. Such changes or modifications shall be duly signed by the authorized representatives of the parties.

### **17.9 Disclaimers**

A party's waiver of any of its rights under this Purchase Agreement must be in writing and duly signed by the party. The waiver of any right or remedy, in whole or in part, shall not preclude any further exercise of the relevant right or remedy or any other right or remedy.

### **17.10 Notifications**

Any notice authorized or required to a party under this Purchase Agreement shall be in writing and shall be sent to the address specified at the beginning of this Purchase Agreement or to such other address as may be communicated in writing by such party to the other party for that purpose. Notices may be sent by mail, mail, e-mail, or fax. Notices shall be deemed to have been duly given (i) on the day of delivery when delivered by hand, mail, e-mail or fax and (ii) three (3) business days after the day on which the notice was sent by mail. In all cases, however, with the exception of Saturdays, Sundays and holidays.

### **17.11 Governing Law**

This Purchase Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.

### **17.12 Dispute Resolution**

(a) Any dispute, controversy or claim arising out of or in connection with this Purchase Agreement, or any breach, complaint or invalidity thereof, shall be finally resolved by arbitration in accordance with the Rules of the Stockholm Chamber of Commerce. The arbitration body shall consist of 3

(b) If there is more than one dispute, controversy or claim arising out of this Purchase Agreement and/or any other document made pursuant thereto, such disputes, Disputes or claims, unless the

arbitral tribunal deems them inappropriate in its sole discretion, shall be resolved in the same arbitral proceeding or at least by the same arbitrators.

(c) Information relating to any dispute, dispute or claim arising out of or relating to this Purchase Agreement, including any arbitration award, shall be kept confidential, subject to the condition that a party may disclose such information as necessary to exercise its rights under this Purchase Agreement, any arbitration award, or as otherwise required by regulatory requirements.

(d) The 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Purchase Contract.