

General Terms and Conditions

1. General and Scope of Application

1.1 The General Terms and Conditions of EVVA shall apply to all present and future business transactions, agreements, contractual and pre-contractual relationships, declarations, or other legally relevant or actual circumstances in connection with the Austrian companies of the EVVA Group, namely EVVA Sicherheitstechnologie GmbH, registration no. FN 120755g with its registered office in 1120 Vienna, and subsidiaries, if any, in Austria (hereinafter referred to as EVVA). General terms and conditions, contract templates, terms and conditions of purchase, terms and conditions for services, or comparable provisions of the customer or of third parties, or references to such provisions of the customer or of third parties shall not apply even if their application is not expressly objected to by EVVA. The customer is aware of the fact that EVVA delivers goods, provides services, and/or enters into contracts exclusively on the basis of these General Terms and Conditions of EVVA.

1.2 If applicable, further rules and standards of EVVA, including without limitation the EVVA Licensing Terms and Conditions for the licensing of EVVA software, EVVA Terms and Conditions of Purchase, if any, for purchasing, or General Terms and Conditions of Lease for the renting out or leasing, shall apply in addition to these General Terms and Conditions of EVVA.

1.3 Amendments of or deviations from these General Terms and Conditions of EVVA shall be expressly confirmed, in each individual case, in writing by the managing directors and/or the required number of officers vested with statutory power of representation ("Prokurist") of EVVA.

1.4 For the purposes of these General Terms and Conditions the term services shall refer to all services other than the mere sale/delivery of goods, including without limitation installation services, inspections of door locking systems and building planning under locking-technology aspects, maintenance, servicing and fault repair as well as advisory services and software installation.

2. Prices and Payment

2.1 All prices indicated by EVVA are non-cartelised and non-binding.

2.2 EVVA expressly reserves the right to change its prices.

2.3 The prices resulting from the relevant price lists of EVVA valid at the time of entering into the contract shall be deemed agreed upon for the goods or services ordered. Deviations from and additions to these price lists (for instance if no price is listed for a particular item) shall be made in writing.

The prices payable by the customer for services rendered by EVVA shall result from the price list, the product specifications, and the services specifications and/or separate contractual agreements. Unless otherwise agreed upon in the contract, travel costs and expenses, if any, shall be charged on the basis of the applicable rates for travel expenses determined by EVVA.

All prices are indicated in euros. Where no value added tax is indicated or no relevant information is provided, the prices shall be net prices exclusive of VAT in the relevant statutory amount. If the customer is an entrepreneur, in the case of contracts providing for a delivery period or a period for the provision of services of more than two months after ordering, EVVA reserves the right to adjust prices should general cost increases take place, for instance as a result of increases in taxes and duties, exchange rate fluctuations, increases in labour costs provided for by law, ordinance, or collective bargaining agreement, or increases in material prices in the world markets. If such an increase exceeds 10% of the agreed price above a mere adjustment to inflation, the customer shall be entitled to rescind the contract regarding the goods or services affected by the price increase within one month after being notified of the increase in price.

2.4 Packaging, transport, and shipping costs shall be borne by the customer. Import or export duties, if any, incurred for the transport or shipment of goods, as well as all other fees and duties, shall be borne by the customer.

2.5 The fees shall become payable upon shipment of the goods by EVVA or upon performance of the service by EVVA. EVVA shall be entitled to demand down payments or prepayments. Interim invoices may be issued at the sole discretion of EVVA. Payment shall be deemed made as of the date and in the amount of the credit entry in the bank account of EVVA. Notwithstanding any other rights of EVVA, default interest at a rate of 8 percentage points above the currently valid base rate of Österreichische Nationalbank shall be deemed agreed upon and the customer shall be obligated to pay all necessary and expedient costs and expenses arising from the delay in payment, namely out-of-court measures of collection and enforcement, and those costs necessary for legal action which are in a reasonable proportion to the outstanding claim. In the event of default in payment (including default regarding down payments or prepayments, other payments not relating to a specific transaction, or payments of partial invoices, etc) on the part of the customer EVVA shall – notwithstanding any other rights – be entitled to retain all deliveries and services without prejudice to the unexpired delivery period or to rescind the contract after

expiry of a respite of two weeks. An irreducible reimbursement of expenses, regardless of fault or damage, in the amount of 20% of the price and/or fee shall be deemed agreed upon. This shall not affect EVVA's right to assert any additional claims for damages or other claims. EVVA shall be entitled to insist on performing the contract and deposit the goods in court in accordance with statutory provisions.

2.6 Comments added to payment vouchers of the customer shall be deemed not made and shall not be taken into consideration for reasons of electronic processing; EVVA expressly reserves the right to use the payment for a certain purpose (costs, interest, etc.).

2.7 In case insolvency proceedings are instituted over the assets of the customer or a petition in composition or bankruptcy is dismissed for lack of assets to cover costs, all claims of EVVA against the customer shall become payable without delay. In such case, any discounts granted shall cease to apply and the list prices of EVVA shall apply without any deductions.

3. Offsetting

3.1 The customer shall not be entitled to offset any counterclaims against claims made by EVVA or to assert a right of retention unless the counterclaim or the right of retention has been expressly acknowledged by EVVA in writing or recognised by a final court order. Any rights of retention shall be expressly limited to the respective partial delivery or partial provision of the service.

4. Offers, Orders, and Entering into a Contract

4.1 Offers made by EVVA are non-binding and subject to confirmation. Price lists, advertising mailings, etc. of EVVA do not constitute binding offers.

4.2 Any orders or contracts placed by customers are deemed to constitute offers to enter into a contract. Starting from the point in time the customer's declaration is received by EVVA, customers who are entrepreneurs shall be bound by such offer for a period of 21 calendar days or for any longer period or until any later date of delivery or performance specified by the customer. Without any obligation to do so, EVVA shall, at its own discretion, accept offers within the deadline set by sending a confirmation by post, fax, email, or other technical means (e.g. via Edifact) or by shipping or holding ready the goods and/or services ordered

5. Shipment and Transfer of Risk

5.1 Where shipment is agreed upon, the goods shall be shipped by EVVA using customary modes of shipment to be selected by EVVA (post, carrier, rail, courier and parcel services,

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etc.) which shall be accepted in any case. Upon delivery of the goods from EVVA to the shipper, risks and contingencies shall pass to the customer who shall then also be entitled to assert claims, if any, against the shipper. Transport insurance cover shall be taken out exclusively upon written request and for the account of the customer.

As a rule, deliveries (including deliveries of keys and locking-system products) within Austria shall not be made using not registered mail. Such mode of delivery is deemed expressly accepted by the customer; the use of any other mode of delivery shall require a written instruction of the customer. EVVA reserves the right (without being obligated to do so) to send, at its own choice, certain products (including without limitation special keys) exclusively by registered mail (or in a similar manner via a courier service). See Clause 2.4. regarding shipping costs.

5.2 In the case of shipments of goods the time of transfer of risk shall be governed by Clause 5.1.

In the case of services, risk and contingencies shall pass to the customer upon performance of the relevant part of the service by EVVA. Regarding goods stored with the customer, risk shall pass, at the latest, upon placing the goods on the premises of the customer or in places determined by the customer, even if installation and fitting work is still to be done. EVVA shall be free to insist that the customer accepts the services and that an acceptance report is prepared. A default in acceptance on the part of the customer shall not affect the due date of the claims of EVVA or the transfer of risk to the customer.

6. Deliveries and Delivery Dates, Retention of Title, Scope of Services, and Performance of Services

6.1 Package units shall be delivered exclusively in complete packages.

6.2 Dates for delivery and service provision agreed upon shall apply provided that normal course of operations is possible. EVVA reserves the right to make partial deliveries. Strike, events of force majeure, difficulties in procuring materials, and disruptions of operations beyond the direct sphere of influence of EVVA shall release EVVA from its obligation to meet agreed deadlines. If the problem preventing EVVA from meeting a deadline is beyond the direct sphere of influence of EVVA (e.g. delays on the part of sub-suppliers) and if no end to such problem is foreseeable, EVVA shall be entitled to rescind the contract. Failure to meet delivery or service provision deadlines agreed upon on the part of EVVA shall entitle the customer to rescind the contract after having set, in writing, a reasonable respite of at least 4 weeks.

6.3 The exact scope of services provided by EVVA is laid down in the respective product description and the respective service specifications. If a specification sheet is prepared and approved by EVVA in an individual case, the services specifications contained in such specification sheet shall take precedence over the general product specifications in case of inconsistencies.

6.4 Unless otherwise agreed upon in writing, EVVA shall provide its services during the regular business hours of EVVA. If a separate service agreement is entered into with the customer, the respective provisions of such service agreement shall apply regarding response times and times of service provision (working hours).

6.5 The customer shall provide EVVA with all information required to determine the scope of services to be provided in a timely, complete, and accurate manner. EVVA shall not be obligated to check the information provided by the customer for completeness or accuracy. Should the requirements of the customer change prior to or during the provision of services by EVVA or should the information provided by the customer for the purpose of determining the scope of services prove to be inaccurate or incomplete, EVVA shall be free to suggest changes of the scope of services and of the modalities of service provision (if necessary including changes in costs) and to submit a relevant offer. If the customer does not agree with a change provided for in such offer and if, without such change being implemented, legitimate interests of EVVA would be affected (in particular if solutions would not meet safety requirements) EVVA shall be entitled (but not obligated) to withdraw from the provision of the service and to charge the customer for the services already provided (if applicable on a pro rata basis) including in-house planning expenses and costs for products manufactured or purchased for the customer.

6.6 Any services provided to the customer by EVVA beyond the scope of services originally agreed upon shall be reimbursed by the customer on the basis of the work actually done using the applicable rates of EVVA (or in accordance with a separate agreement). Such services shall include without limitation services provided outside the regular business hours of EVVA, the analysis and elimination of faults and failures which were caused, for instance, by improper handling or operation by the customer or by other circumstances beyond the responsibility of EVVA, and service expansions.

6.7 The entire goods shall remain the property of EVVA until full payment of all claims for payment made by EVVA on whatsoever legal basis has been made. Any pledging of the goods shall be prohibited. In the event of attachment

of goods belonging to EVVA the customer shall without delay notify EVVA in writing and inform the attaching third party that the goods are the property of EVVA. The customer shall keep EVVA informed, at all times, about the exact whereabouts of the goods owned by EVVA. In case of default or deterioration of the economic circumstances of the customer and/or the emergence of risks, EVVA shall be entitled, even if the period for payment has not yet expired, to demand the customer to surrender the goods without raising any defences based on the underlying transaction. Should the goods have been processed before payment was made, EVVA shall be entitled to co-ownership of the property created by such processing in proportion of the value of the goods sold subject to reservation of title to the other processed goods at the time of processing.

7. Customer's Obligations to Cooperate and Provide Information and Support

7.1 The customer shall name to EVVA, in a timely manner, contact persons with technical expertise who are able to answer any questions EVVA may have regarding the provision of services. The customer shall ensure that these contract persons are available, to a reasonable degree, to EVVA during the service preparation and implementation stages.

7.2 The customer shall support all measures required for the provision of the services by EVVA. The customer shall take, in a timely and complete manner, all measures required for the performance of the services by EVVA. This shall include without limitation all activities and preliminary work not covered by the scope of services of EVVA. The customer shall ensure that EVVA and/or third parties authorised by EVVA are granted the necessary access to the premises or technical environments (e.g. server) of the customer for the purpose of providing the services. It shall be the responsibility of the customer to ensure that all employees or third parties who might be involved in the performance of the contract adequately assist EVVA in the performance of the contract.

7.3 If services are provided on the customer's premises, the customer shall provide, free of charge, all components, connections, supply current, backup power supply, space to store equipment, workstations as well infrastructure to the extent and of the quality required. The customer shall not be entitled to give instructions – of whatsoever kind – to the employees of EVVA and shall address all requests regarding the provision of the services exclusively to the responsible contact person named by EVVA (project manager).

7.4 At the agreed dates, the customer shall, at the customer's own expense, provide all

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information, data, and documents required by EVVA to perform the services and, upon request, support EVVA in analyzing the problem and eliminating the fault, in coordinating the individual orders, and in harmonizing the services. Changes in the operational procedures of the customer which might cause changes in the services to be provided for the customer by EVVA shall require the prior approval of EVVA. Any additional costs incurred due to such changes shall be borne by the customer.

7.5 The customer shall meet all obligations to cooperate in such a timely manner that EVVA is not impeded in the provision of the services. This shall apply in particular to necessary preliminary work (e.g. construction works by third parties, preparation of the server environment, etc.). Third parties whose services the customer enlists in the performance of its obligations to cooperate (in particular regarding preliminary work) shall be attributable to the customer.

7.6 If the customer fails to perform its obligations to cooperate at the agreed dates or in the agreed scope the services provided by EVVA shall be deemed to have been rendered as agreed/properly and free from defects even in case of limitations. In such case, the time schedules for the provision of the services by EVVA shall be delayed to a reasonable extent, taking into consideration the availability of personnel resources at EVVA. The customer shall reimburse EVVA for any additional costs and/or expenses incurred at the applicable rates of EVVA and indemnify and hold harmless EVVA against any third-party claims.

7.7 The customer shall ensure that its employees and third parties attributable to the customer treat with care all equipment and technologies used by EVVA as well as any objects entrusted to the customer; the customer shall be liable to EVVA for any damage incurred in this connection.

7.8 Unless expressly agreed upon otherwise in writing, the customer (employees, third parties) shall meet its obligations to provide information and support and to cooperate free of charge.

7.9 Necessary permits of third parties and notifications to public authorities or permits by public authorities shall be obtained by the customer at its own expense.

8. Notification of Defects, Warranty, and Liability

8.1 Upon receipt, the customer shall without delay check the delivered goods for completeness, accuracy, and freedom from defects. The same shall apply analogously to services and other activities offered by EVVA. Defects that are detectable by means of a proper inspection shall

be complained about immediately upon delivery by means of a remark on the shipping note/ after the provision of the service by means of verifiable notification to EVVA (obligation to notify defects) as otherwise the claim shall be forfeited and acceptance shall be assumed. Defects that are not detectable by means of a proper inspection shall be notified in writing immediately after their detection, but no later than within 8 calendar days, stating the invoice number of EVVA, as otherwise the claim shall be forfeited and acceptance shall be assumed. In the case of transactions with consumers the statutory provisions on warranty shall apply.

8.2 In case of a defect the customer shall not be entitled to remedy the defect itself or to have it remedied by a third party. EVVA shall be given the opportunity, at its own choice, to either repair the defect or exchange the goods within a reasonable time period. Reductions in price are excluded if repair or exchange is possible. For entrepreneurs, the warranty period and the warranty recovery period regarding all goods delivered and services provided by EVVA shall be six months after delivery and/or provision of the services and all warranty or recovery claims shall be asserted, if necessary in court, within said time period. After expiry of this time period any warranty shall be excluded even if defects emerge at a later point in time only. The customer shall bear the burden of proof that a defect exists. If the customer of EVVA is obligated to grant warranty to its own contractual partners, any recovery to EVVA shall in any case be excluded if (i) the obligation to notify defects was violated and/or (ii) the customer failed to inform EVVA, in writing and within no more than three days after obtaining knowledge, about the warranty claim raised by its contractual partner and about the defect and has failed to announce the recovery. In any case EVVA shall be given the chance to remedy the defect as otherwise any right to recovery shall be forfeited. In the case of transactions with consumers the statutory provisions on warranty shall apply.

8.3 Any claims for damages, including consequential harm caused by a defect, and liability on the part of EVVA on whatsoever legal basis shall be excluded if they are based on slight negligence. Compensation for lost profits shall only be granted in case of intent. Any claims of entrepreneurs shall be (i) raised analogously applying the above provision on the obligation to notify defects and (ii) consequently asserted in court within 6 months after delivery or performance, as otherwise they shall be forfeited. EVVA may be released from claims under the Product Liability Act by naming, in a timely manner, the producer or sub-supplier. Recourse claims shall only be justified if the error was caused, or results at least from gross negligence, within the sphere of EVVA.

8.4 Unless otherwise provided for by mandatory provisions of law, all claims of the customer shall become statute-barred and be precluded at the latest 36 months after risk has passed to the customer. The aforementioned deadlines (including without limitation Clauses 8.1. to 8.3.) shall not be extended by the provision of this Clause 8.4.

8.5 If the product is changed by any persons other than EVVA or skilled craftsmen authorised by EVVA or if the defect or damage is based on the provisions of information and/or cooperation by the customer or by third parties attributable to its sphere of influence, any warranty or liability on the part of EVVA shall expire.

8.6 The customer shall support EVVA in the removal of any defects, provide all necessary information, and work towards a mitigation of the damage.

8.7 Contractual penalties payable by EVVA shall require the express written approval of the managing directors or the required number of officers vested with power of representation of EVVA.

8.8 The customer shall assert any guarantees promised by third-party manufacturers directly against such third-party manufacturer. EVVA shall not join these guarantee promises vis-à-vis the customer.

8.9 The customer shall be prohibited from cumulatively invoking several bases for claims or from invoking other bases for claims in order to be granted warranty or liability that has been excluded or limited.

8.10 In cases where EVVA merely acts as an agent for the services or products of third parties, EVVA shall not assume any liability of whatsoever kind for the third party and/or the products delivered and services provided by these third parties except in the event of grossly negligent or intentional fault in selecting these third parties.

8.11 Equipment delivered and services rendered shall only provide the safety to be expected on the basis of admission standards, operating manuals and instructions for use, provisions of suppliers and other information furnished.

9. Non-disclosure and Safekeeping

9.1 The customer is obligated to treat confidentially all passwords, codes, etc. required to use the products and services of EVVA and to refrain from granting third parties access to them without first obtaining the express written approval of EVVA.

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9.2 The customer shall keep the data and information provided to EVVA safe so that they may be reconstructed at any time in case of loss or damage and, if necessary, accessed on the customer's premises.

10. Returns

Returned goods of any kind – which shall be returned at the expense of the customer – shall only be accepted if a written agreement has been entered into. As a rule, the return of customised items and purpose-built goods shall be excluded. Unless otherwise agreed upon, EVVA shall grant its customers refunds for returned goods on the following basis: 25% deduction if the goods and the packaging are in perfect and resellable condition; 30% deduction if the goods are in perfect condition but need repackaging; 50% deduction if the items need cleaning and/or overhauling but otherwise are in perfect condition. Refunds for returned goods may only be deducted from current invoices after EVVA has expressly (in writing) agreed to grant a credit.

11. Rights of Use of Software and Documents

11.1 If EVVA provides the customer with EVVA software or allows the customer to use EVVA software within the scope of the services, the customer shall have the non-exclusive, non-transferable, personal, non-sublicensable right, limited to the term of the contract, to use the software in unmodified form.

11.2 The Licensing Terms and Conditions of EVVA shall apply to EVVA software in their entirety. Any written licensing agreements deviating from the Licensing Terms and Conditions of EVVA shall take precedence.

11.3 Regarding third-party products the licensing terms of the respective manufacturer shall apply. Therefore, EVVA shall not grant the customer separate licensing rights regarding such products. The rights of use and the claims of the customer shall be governed exclusively by the licensing terms of the respective manufacturer. EVVA shall not assume any warranty or liability obligation for software contained in third-party products.

11.4 All technical documents including specifications shall remain the intellectual property of EVVA and must not be used otherwise.

12. Place of Payment and Performance, Choice of Law, Jurisdiction, Language of Contract, Data Processing, Notifications, and Miscellaneous

12.1 Unless expressly agreed upon otherwise in writing, the place of payment and performance shall be the registered office of EVVA.

12.2 Austrian substantive law shall apply. The application of conflict of law provisions, provisions governing the choice of proper law, and of the UN Sales Convention shall be excluded. The language of contract shall be German. The contracting parties agree that the court having subject matter jurisdiction at the place of the registered office of EVVA shall have exclusive jurisdiction regarding all disputes between EVVA and customers who are entrepreneurs, including disputes regarding the effect of this choice of law clause.

12.3 All agreements, subsequent amendments, supplements, collateral agreements, the application of Austrian standards (ÖNORM), European standards (EN), etc. shall be made and/or agreed upon in writing. The same shall apply for any deviation from this requirement of written form. Silence on the part of EVVA shall not be deemed approval.

12.4 Should any provisions of these General Terms and Conditions be or become ineffective, invalid, or unenforceable, this shall not affect the effectiveness, validity, or enforceability of the other provisions. In such case, a provision which is neither ineffective, nor invalid, nor unenforceable and which in its economic outcome comes as close as possible to the provision to be replaced shall be deemed agreed upon.

12.5 Any legal succession on the part of the customer shall require the express written approval of EVVA. Rights and obligations arising from the agreements shall apply jointly and severally to multiple customers. EVVA shall be free to decide whether to assert its claim against all customers or against individual customers.

12.6 In the course of order processing (e.g. outgoing invoices, accounting) EVVA processes data. The customer agrees to its data being stored, processed, and passed on to group companies. This approval may be withdrawn.

12.7 Notifications to the customer shall be deemed received if they are sent to the last known delivery or billing address. Declarations to EVVA shall be addressed to the respective registered office of the company. If declarations are sent to EVVA electronically or by any other means, they shall only be deemed received upon actual acknowledgement by the bodies authorised to represent the company externally. The burden of proof for receipt of the notification shall lie with the customer.

12.8 Customer who are entrepreneurs waive their right to contest any agreements entered into with EVVA or any declarations made to EVVA for whatsoever reasons, for instance on grounds of error or *laesio enormis*, or to request adjustment.

12.9 Any fees and charges arising from entering into agreements between EVVA and the customer shall be borne by the customer.

12.10 Any headings used in these GTC were inserted for the sake of readability only. The headings shall not limit the scope of the individual provisions.

13. Special Provision Regarding Transactions with Consumers

If the customer is a consumer, these GTC shall not affect any mandatory provisions of the Consumer Protection Act which are more favourable for the customer. In such case, the relevant provision of these GTC shall be superseded to the extent absolutely necessary, but its remaining parts shall remain valid. When entering into a contract within the meaning of the Consumer Protection Act, consumers shall be informed, by means of an information leaflet, about their rights to rescind the contract.