

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. Unless otherwise agreed in writing, the present general terms and conditions (the “**General Conditions**”) apply to the sales of products sold by ASSA ABLOY Portugal (the “**Products**” and, each one of them, a “**Product**”) by any member, agent or authorized representative of ASSA ABLOY Portugal, a company of the ASSA ABLOY Group, to a purchaser (the “**Purchaser**”; and together with ASSA ABLOY Portugal, the “**Parties**” and each one of them, a “**Party**”).
- 1.2. The offers made by ASSA ABLOY Portugal, will not be binding until they are accepted and confirmed by means of a purchase order issued by the Purchaser in compliance with these General Conditions whenever such purchase order is accepted in writing by ASSA ABLOY Portugal (any purchase order accepted is considered a “**Contract**”). These General Conditions will become an integral part of the Contract. The Purchaser will not be able to modify or cancel any purchase order once this has been received and accepted by ASSA ABLOY Portugal, unless ASSA ABLOY Portugal expressly accepts and in writing such modification or cancellation.
- 1.3. The particular terms and conditions of each Contract will be agreed in writing between the Parties within the framework of the submission and acceptance of the purchase order (the “**Particular Conditions**”). The General conditions will be applicable in all those aspects, which do not modify or contradict the terms established in the Particular Conditions.

2. DELIVERY, ACCEPTANCE AND RETURNS

The delivery of the Products will be carried out in accordance with the terms stated in the Particular Conditions. It will be understood that the Purchaser has accepted the quantity and quality of the Products and that the delivery has been made in accordance with the Contract, unless the Purchaser notifies ASSA ABLOY Portugal in writing of any lack or damage in the maximum period of time of three natural days from the delivery of the Products. After that period of time, ASSA ABLOY Portugal will not be compelled to accept any Product return, unless this is legally binding.

3. PAYMENT

- 3.1.** Payment will be made in accordance with the conditions agreed with the Purchaser covered in the Particular Conditions, in the currency and, where appropriate, in the bank account specified on ASSA ABLOY Portugal invoice within the maximum period of time stated in it. Payment will be made integrally without any compensation or deduction. The Purchaser will pay for the accrued interests from the due date until the date of the payment completion, at an annual rate equal to the legal interest rate in force at that moment. Such interests will be accrued day to day on the delayed amount, based on a 365 day year and according to the number of days effectively elapsed until the payment date. The Purchaser will pay ASSA ABLOY Portugal, all the costs related to the payments owed in arrears including, where appropriate, the reasonable attorneys' fees. In the event that any payment is delayed longer than thirty calendar days, ASSA ABLOY Portugal will be entitled to suspend or terminate the Contract by notifying the Purchaser in writing, without excluding or substituting ASSA ABLOY Portugal's additional rights in accordance with the Contract or with the law.
- 3.2.** ASSA ABLOY Portugal, as a condition prior to the delivery of the Products, will be entitled to: (a) request payment in advance; and/or (b) request the Purchaser to settle or provide with a bank guarantee covering any outstanding amount owed to ASSA ABLOY Portugal or to any of the companies of the Assa Abloy Group.

4. GUARANTEE

- 4.1.** The Buyer does not have the status of consumer or user of the Products under consumer law, since the Products will be acquired to incorporate them into production, processing or marketing processes or to supply to third parties. Consequently, the applicable regime in the contractual relationship between ASSA ABLOY Portugal and the Buyer, as independent professionals, with regard to the warranty of the Products shall be that established in this clause in accordance with the principle of the autonomy of the parties (unless another regime is stipulated in the Particular Conditions). This is notwithstanding the legal guarantee that shall be applicable to the consumers or users of the Products in accordance with consumer law.
- 4.2.** ASSA ABLOY Portugal will repair any defect with the Products (or, at its sole discretion, replace the affected Product) that is identified during the warranty period as a result of defective materials or workmanship. The Buyer shall take appropriate steps to prevent any defect from worsening and all claims under this warranty shall be made in writing (and without delay) within 14 calendar days of the discovery or revelation of said defect during the warranty period. The Buyer must prove that its claim is covered by the warranty. The delivery of the replacement or repaired Products shall be carried out in accordance with the delivery terms set out in the Agreement and, in the event of replacement, ASSA ABLOY Portugal shall recover ownership of the defective Product being replaced.

- 4.3.** The warranty period for the Products begins on the date of delivery and lasts for a two-year period (unless a different duration or termination date is stated in the Particular Conditions). If the Products are ready for delivery, but ASSA ABLOY Portugal is unable to deliver them for reasons attributable to the Buyer, the warranty period stipulated in Clause 4.3 shall commence from the date on which delivery should have taken place under the Agreement.
- 4.4.** ASSA ABLOY Portugal shall not be liable for any defect that is due to, or arises in relation to: (1) negligence or wilful misconduct by the Buyer or any third party, (2) the use of any materials, components, spare parts, accessories, tools, designs or software other than those supplied as Products by ASSA ABLOY Portugal, (3) improper or inadequate assembly work, installations or alterations, (4) normal wear and tear, or (5) any use, service or operation of the Products that is not in accordance with the manuals, instructions or specifications provided by ASSA ABLOY Portugal or which is otherwise not in keeping with normal industry practices. The warranty obligation of ASSA ABLOY Portugal does not include assembly or disassembly costs, expenses, taxes or fees, which shall be reimbursed by the Buyer to ASSA ABLOY Portugal when applicable.

If the warranty investigation carried out by ASSA ABLOY Portugal reveals that the Buyer's warranty claim does not fall within the scope of these General Terms and Conditions, the Buyer shall be responsible for all applicable costs and expenses of any inspection, repaired or replaced components, and any other services.

In any case, ASSA ABLOY Portugal shall not be liable to the Buyer for any non-conformity involving the Products outside the two-year warranty period, not even when the Buyer has responded to a claim from a consumer or user under the legal guarantee established in consumer law.

Should ASSA ABLOY Portugal be liable to a consumer or user acquiring the Products sold to the Buyer due to non-conformity involving the Products beyond the two-year period established in Clause 4.3 above, ASSA ABLOY Portugal will charge to the Buyer the costs and expenses applicable for the inspection of said non-conformity, for the components repaired or replaced and for any other services.

5. ASSA ABLOY PORTUGAL'S LIABILITY

- 5.1.** ASSA ABLOY Portugal will not be responsible for any indirect, contingent, consequential or incidental damages, independently from its cause or circumstance (current as well as potential) or for the lost or damage (current as well as potential) caused by the unavailability of the Product, claims from the Purchaser's customers, punitive damages, interest costs, loss of profit or income, loss of reputation, withdrawal or re-installation not derived from the guarantee offered in the Contract or damages to any property (including assets owned by the Purchaser or, when applicable, by third parties).

- 5.2. The total responsibility of ASSA ABLOY Portugal in respect of the Purchaser by virtue of the Contract will, in no case exceed 100% of the price of the Contract.

6. ANTICORRUPTION CONTROL AND CODE OF CONDUCT

The Purchaser commits to respect ASSA ABLOY Portugal policies in relation to anticorruption control and the code of conduct in force at every moment, in accordance with the **Annex**.

7. DATA PROTECTION

The personal data of the natural persons involved in the signature and in the management and execution of the services subject to the Contract in the name of and representing and/or on behalf of the Purchaser will be considered under the responsibility of ASSA ABLOY Portugal. When applicable, they will be integrated in files of its ownership), for the execution, development, maintenance and control of the supplies subject to the Contract and in compliance with their legal obligations. The owner of such personal data will be able to exercise his/her right of access, amendment, opposition, suppression, portability, limitation of the data processing, right to opposition to data processing based on automated decisions and whatever other applicable rights resulting from application by contacting in writing <https://www.assaabloy.com/pt/pt/privacy-center/privacy-contact-centre>. The legitimizing causes of the described data processing are the execution and control of the contractual relationship between the Parties, the legitimate interest consisting on the maintenance of the commercial relationship and the compliance of the legal obligations of ASSA ABLOY Portugal.

The personal data will be treated during the development of the subject matter of the Contract and during the maximum period of time of 6 years after its termination with the only purpose to comply with any applicable law. Likewise, the legal representatives remain informed that they can submit any claim or request related to their personal data protection before the corresponding Data Protection Authorities.

Prior to providing ASSA ABLOY Portugal with any personal data of the persons involved in the execution of the supplies subject to the Contract, the Purchaser undertakes to inform such persons of the content covered in the Contract and to have complied with any other requirements which could be applicable for the correct transfer of their personal data to ASSA ABLOY Portugal and this one will not need to take any further action in respect of those persons in terms of information or consent.

8. MISCELLANEOUS

8.1. These General Conditions will regulate any type of work or service supplied by ASSA ABLOY Portugal to the Purchaser within the framework of the Contract. If one of the provisions in these General Conditions differs from the requirements of a mandatory applicable law, these General Conditions will be amended in the minimum extent necessary to comply with such law. No term, condition, guarantee or agreement contained in any communication, catalogue or in any other format will be applicable unless it is covered in these General Conditions or is incorporated in the Contract by express written mutual consent of both Parties.

8.2. ASSA ABLOY Portugal reserves the right to modify unilaterally the present General Conditions, in such a way that they are incorporated into the Contract in its version in force when submitting the relevant purchase order.

9. APPLICABLE LAW AND JURISDICTION

- 9.1.** The present General Conditions and the Contract will be governed under the Spanish Law.
- 9.2.** The Parties, expressly renounce their rights for submission to any other jurisdiction. They will submit to tribunals and courts of the jurisdictions of the city of Irun (Spain) for the resolution of any dispute, claim or controversy that may arise from or in relation to the present General Conditions and Contract, including any matter related to its interpretation, existence, validity, compliance , resolution, nullity or performance.

ANNEX

1. ANTI-CORRUPTION AND EXPORT CONTROL

For the purpose of this Clause, the following terms defined will have the following meaning:

“Official” refers to any officer, employee, agent or representative of, or any other person acting as an officer for or on behalf of any (i) government, including any entity owned by it or under its control, (ii) political party, civil officer of the party or candidate, or (iii) public international organization; or any person holding a legislative, administrative or judicial position or a public position for or on in the name of a country, a public agent or a public company.

“Designed person” refers to a person or entity listed in (i) , or is owned or controlled by a person or entity listed in any list of Sanctions, or (ii) is a addressee of Sanctions.

“Sanctions” refer to economic and commercial embargoes and laws, regulations, norms or restrictive measures for sanctions imposed enacted or applied by the European Union, *Her Majesty’s Treasury*, the “OFAC”(Office of Foreign assets control of the USA), the State Department of the United States of America, any other government entity of the United States of America, The United Nations Security Council, any Sanctions Committee of the Security Council of the United Nations or any other appropriate government or regulating authority.

1.1 ANTICORRUPTION

The Purchaser declares and guarantees ASSA ABLOY Portugal that:

- 1.1.1. Neither the Purchaser, nor the subsidiaries of the companies belonging to the same Group of companies of the Purchaser (**“Group”** refers to the situations provided in article 42 of the Code of Commerce) (the **“Subsidiaries”**) nor any administrator, director, manager, employee, representative or shareholder of such persons (i) has made, authorized, offered or promised payments, gifts or transfers of any type of valued goods, directly or indirectly or through third parties for the advantage or benefit of any other individual in order to obtain or maintain a business of another individual in an improper manner or with any person, manage a business to any person or obtain an improper advantage; or (ii) has made any type of illegal acts, as bribery, discounts, compensation, purchase of influence or illegal commission, as well as any other type of action which could breach the applicable anticorruption regulations.

- 1.1.2. The Purchaser has established and maintains policies and procedures designed to guarantee, and is expected to continue to guarantee at all times, the compliance of the applicable anticorruption regulations.
- 1.1.3. During the last five years neither the Purchaser nor its Subsidiaries have received any written communication stating or alleging that any of such persons has infringed or could break the applicable anticorruption law or that any of such persons is or could be submitted to investigation by the government authorities related to the applicable anticorruption regulations and, to the knowledge of the Purchaser, is not under threat or pending of such investigation; and
- 1.1.4 No Officer holds shares, participations or capital or property interests (some in the Purchaser or any of the Subsidiaries), or is a manager, director, administrator, employee, contractor or representative of the Purchaser. No officer is or will be entitled to or have interest in any payment or in any other valued belonging provided by ASSA ABLOY Portugal to the Supplier.

1.2 EXPORT CONTROL

- 1.2.1 The Purchaser hereby recognizes that the Products can be subject to export controls. The Purchaser will comply with all the export controls and assumes that he/she and only himself/herself will be responsible to guarantee the compliance of the regulations on export control. The Purchaser will not use, sell, re-sell, export, re-export, arrange, spread or, in any other way, trade with the Products in a direct or indirect way, in any country, destination or with any person without previously obtaining the necessary export authorization or any other type of approval issued by the corresponding government, and will comply with such transactions in accordance with the requirements of the export control regulations.
- 1.2.2. The Purchaser declares and guarantees to ASSA ABLOY Portugal that neither the Purchaser nor any of the subsidiaries, directors or employees:
 - (a) is the property of or is controlled by an Appointed person;
 - (b) has done or is doing, directly or indirectly, business or activities with or to the benefit of, in any other way, is implied in business activities with an Appointed Person or in any other way , infringes the legislation on Sanctions applicable to ASSA ABLOY Portugal as well as to the Purchaser.
 - (c) will do business or activities that will lead ASSA ABLOY Portugal to infringe the applicable law on Sanctions; or
 - (d) breaches or has breached at any time, or is submitted to an investigation on behalf of or in the name of any regulating or government body in relation to the regulation on Sanctions.

1.3 GENERAL PROVISIONS

1.3.1. The Purchaser agrees and commits to:

- (a) Ensure that the statements and guarantees covered in former Clauses 1.1 and 1.2 remain true and faithful at all moments; and
- (b) The Purchaser will notify in writing to ASSA ABLOY Portugal, as soon as possible, and, in any case, within five calendar days from the moment any determining circumstance would occur, if any of such declarations or guarantees would no longer be true or faithful at any moment.

1.3.2. The Purchaser undertakes to keep full and precise records as it relates to all the actions carried out by, in the name of, or in accordance to the Purchaser's indications, as foreseen in the Contract. The Purchaser, with the previous request by ASSA ABLOY Portugal will provide copies of all the documents related to the export of the Products. The Purchaser will also supply full information of all the aspects related to the Products' orders by the Appointed Persons and, therefore, with those persons with whom the Purchaser refrained from doing business.

1.3.3. Without the prejudice of any provision of the Contract in the opposite sense, ASSA ABLOY Portugal will not be compelled to make any payment or undertake any action as established in the provisions of the Contract, if, in its opinion, such action can faithfully represent or contribute to an infringement of the applicable anticorruption regulations or the regulations on Sanctions; and ASSA ABLOY Portugal will not be liable to the Purchaser for any claim, loss or damage resulting from the exercise of ASSA ABLOY Portugal of its rights provided in this Clause.

1.3.4. If ASSA ABLOY Portugal decides, at its sole discretion, that the Purchaser is breaching, at any moment, Clauses 1.1 and 1.2, ASSA ABLOY Portugal will be entitled to, immediately, terminate the Contract by means of a written notification to the Purchaser.

1.3.5. The Purchaser will indemnify ASSA ABLOY Portugal, its Subsidiaries, managers, directors, employees, consultants, representatives and owners of interests in its capital (jointly, the "**Indemnified**") of any type of claim, damage and liability, including reasonable fees, expenses and payment to lawyers, incurred by or ascribed against any indemnified party derived from, in relation to, or as a result of: (a) any declaration or guarantee provided in former Clauses 1.1 and 1.2 that is not true or faithful; (b), any infringement by the Purchaser of the provisions in this Annex ; or (c) any claim, litigation, investigation or process related to any issue previously mentioned, either of it is based on contractual responsibility or on any other legal basis.

2. CODE OF CONDUCT AND TRAINING

- 2.1. The Purchaser hereby recognizes that he/she has been informed and has received a copy of the Code of Conduct of ASSA ABLOY, available on: <https://www.assaabloy.com/pt/pt/about-us/code-of-conduct> (in its version in force at each moment, the “**Code of Conduct**”). The Purchaser declares and guarantees that he/she will comply with the duties derived from the Contract in strict compliance of the Code of Conduct.
- 2.2. The Purchaser undertakes that his managers, directors and employees involved in complying with the obligations of the Purchaser in accordance with the Contract will carry out the training related to the Code of Conduct, as may be required by ASSA ABLOY Portugal.