

## 1. General and Area of Validity

1.1 The General Terms and Conditions of Business (EVVA GTC) apply for all current and future business relations, agreements, contractual relationships and pre-contractual relationships, declarations or other circumstances of legal relevance or actual circumstances of or in connection with the Austrian companies of the EVVA Group, which include EVVA Sicherheitstechnologie GmbH, company number 120755g with registered office in 1120 Vienna, Austria and all subsidiaries in Austria (hereinafter referred to as EVVA), and/or towards said companies. The customer's, or a third party's, terms and conditions, master agreements, conditions of purchase, conditions of service or similar provisions, or references to such conditions or provisions do not apply even without express objection from EVVA. The customer is aware that EVVA delivers goods, provides services and concludes agreements exclusively under EVVA's General Terms and Conditions of Business.

1.2 In addition to the EVVA GTC, additional general regulations of EVVA are valid, if applicable, particularly the EVVA License Conditions for the licensing of EVVA software, the general EVVA Conditions of Purchase for purchases or the general EVVA Leasing Conditions for leasing.

Changes or deviations from EVVA's GTC only come into effect if they are expressly confirmed in writing by the required number of EVVA company representatives and/or authorised signatories for the respective individual case.

1.4 In the context of these terms and conditions, services refers to all the different services involved in the pure sale and delivery of goods, particularly installation services, inspections of locking technology in doors and locking technology-related building planning, maintenance, servicing and fault repair as well as customer advisory services, order processing of personal data and software installation.

## 2. Prices and Payment

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

2.2 EVVA reserves the right to change its prices.

2.3 The price for the ordered goods or services which is considered agreed is the price specified in the respective EVVA price lists valid at the time the agreement was signed. Any deviations from or changes to these price lists (for instance, in cases where no price is given in the price list for a particular product) must be made in writing. In the case of services, the prices to be paid by the customer are charged in accordance with the price list, product description and service description, or as per separate contractual provisions. Any travel costs and expenses will be invoiced at EVVA's respective established rates unless stipulated otherwise in the contract. All prices are quoted in Euros. Unless VAT is shown or details are given in this respect, the total amount is regarded as a net price plus VAT at the applicable rate. In the case of contracts with companies as customers, with an agreed delivery date or time of performance later than two months after the order was placed, EVVA reserves the right to adjust prices in line with general cost increases such as those caused by tax increases, fluctuations in currency exchange rates, wage increases imposed by law, regulation or collective bargaining agreement, or increases in prices for materials on world markets. If the increase is greater than 10% of the agreed price above a mere adjustment for inflation, the customer is entitled to cancel goods or services which are affected by a price increase within a month of being informed of such a price increase.

2.4 Costs for packaging, transport and shipment are to be borne by the customer. Any import or export duties incurred during transportation or shipment as well as all other fees and taxes are borne by the customer.

2.5 Insofar as nothing different has been expressly agreed upon, the payment is due immediately on the date of invoice and reception of invoice. EVVA is entitled to require a down payment or prepayment. EVVA may issue interim invoices at its own discretion. Payment is considered valid on the date it is paid into EVVA's account and for the amount actually credited. In the event of a default in payment on the part of the customer, as a company, without prejudice to other rights of EVVA, default interest in the amount of 8 percentage points above the current basic interest rate of the European Central Bank applies as agreed upon and the customer is obligated to pay the necessary costs and expenditures arising as a result

of the default in payment, which include any out of court enforcement and collection measures and any costs which are necessary to pursue the matter by legal means and are in a reasonable proportion to the outstanding debt. In the case of the customer delaying payment (including any possible down payments or prepayments, other payments not related to a specific business transaction or settlement of partial invoices, etc.), EVVA is entitled - without prejudice to other rights - to retain all deliveries and services while observing a delivery deadline which is still open, or withdraw from the contract after a two-week deadline extension expires. A non-reducible reimbursement payment of 20% on the price or fees is considered agreed, irrespective of fault or claims for damages. Claims for compensation or other claims made by EVVA in addition to those made for compensation for costs remain unaffected. EVVA is entitled to require a fulfilment of the contract and to furnish the goods in accordance with legal provisions.

2.6 Additions to evidence of payment from the customer do not apply and shall not be considered on the basis of electronic processing; EVVA exclusively reserves the right to the dedication of the payment (to costs, interest, etc.).

2.7 In the event of the initiation of insolvency proceedings against the customer's assets or a corresponding application is dismissed due to lack of funds to cover costs, the threat of the inability to pay and/or worsening of the customer's financial situation, all of EVVA's outstanding payments from the customer immediately become due for payment. Any possible discounts no longer apply and EVVA listed prices come into force without any deductions. In this case, EVVA is additionally entitled to advance payment or to demand another form of security.

## 3. Offsetting

3.1 The customer is not entitled to offset any possible counterclaims against claims made by EVVA or enforce a retention of goods unless the counter-claim or retention of goods is expressly recognised by EVVA in writing or is made legally binding in a court of law. Any possible rights of retention are restricted to the respective partial delivery or partial performance of services in question.

## 4. Offers, Orders and Conclusion of Contract

4.1 Offers of EVVA are subject to change and non-binding. EVVA's price lists, advertising mail shots, etc. do not constitute (a) concrete offer(s).

4.2 Any orders or contracts from customers are considered an offer for the purposes of signing an agreement. Once EVVA receives an acceptance of the offer from the customer, as a company, the customer is committed to the order for a period of 21 calendar days or for a longer period for performance specified by them or until a later date of delivery or performance. The order will be accepted without obligation at EVVA's discretion within the period for performance by sending confirmation by post, telefax, email or other technical means (such as Edifact), or by sending or holding ready in storage the ordered product or service.

## 5. Shipment and Transfer of Risk

5.1 If shipment is agreed, this will take place at EVVA's discretion via a usual means of transport (post, freight carrier, rail, courier or parcel service), which is considered authorised whatever means is chosen. With deliveries of goods, any risk of accidents transfers to the customer as soon as the goods are handed over to the customer and/or to the freight carrier. In this case, the customer is also entitled to claims towards the freight carrier. Transport insurance is only taken out if the customer requests it in writing and is at the customer's expense. Duly offered, provided and/or rendered deliveries and performances must be accepted, otherwise there is a default in acceptance. Default in acceptance on the part of the customer has no bearing of the maturity of the claims of EVVA. The transfer of risk always takes place with the occurrence of default. The transfer to the customer of the risk of temporary loss or a temporary worsening of the goods takes place no later than the time at which the customer enters into default of acceptance or payment.

5.2 As a general rule, deliveries (including keys and locking system products) are sent by non-registered post within Austria and such a shipment

is considered expressly authorised by the customer; shipments sent in any other way require an express written instruction from the customer. However, EVVA reserves the right, without being obliged to do so and at its own discretion, to send certain products (particularly special keys) exclusively by registered post (or in a similar way via a courier service). Refer to item 2.4 with regard to forwarding charges.

5.3 Risk is transferred to the customer for such consignments at the time specified in Item 5.1. Risk and contingency are transferred to the customer for services when EVVA provides the respective part of the service. In the case of goods which are stored at the customer's facilities, the latest point in time when risk is transferred to the customer is when the goods are brought into the customer's facilities, even if installation and fitting still has to be carried out. EVVA is at liberty to require, in the case of services, an inspection from the customer including acceptance of an inspection report.

## **6. Deliveries and Delivery Dates, Retention of Title, Scope of Services and Service Provision**

6.1 Packaging units are delivered in complete packages only.

6.2 Agreed delivery and performance dates apply provided operation procedures run as normal and begin with the conclusion of contract. The observance of delivery and performance dates requires the timely and proper fulfilment of the duties of the customer and that the customer meets its significant contractual duties and agreed payment obligations. EVVA reserves the right to make partial deliveries. Strike, force majeure, difficulties purchasing materials and business disruption which lies outside EVVA's direct sphere of influence release EVVA from its obligation to keep to agreed deadline dates. If a problem with keeping to a deadline date lies outside EVVA's direct sphere of influence (e.g. delays with suppliers) and no end to the problem is foreseen, EVVA is entitled to cancel the contract. If EVVA does not comply with the agreed delivery deadlines, the customer is entitled to withdraw from the contract after establishing in writing a reasonable period of notice of at least four weeks.

6.3 The precise scope of EVVA's services is established in the respective applicable product description and in the respective specification of services. If a specification sheet is produced for individual cases and subsequently approved by EVVA, the specification of services on the specification sheet take priority over the general product descriptions in the case of contradictions.

6.4 Insofar as nothing different has been agreed upon in writing, EVVA shall provide services during the normal business hours at EVVA. If a separate service agreement is reached with the customer, the respective provisions in the service agreement apply with regard to response and service provision times (working hours). To the extent that EVVA provides an automated service in the scope of its service provision, this is also provided outside of normal business hours as a basic rule. In the scope of the provision of services, unavoidable interruptions can arise as a result of events for which EVVA is not responsible, as well as operationally-necessitated maintenance work.

6.5 The customer must provide EVVA with all information required to establish the scope of services in good time. All such information must be complete and correct. EVVA is not obliged to check that the customer's information is complete and correct. If the customer's requirements change before or during the time EVVA provides the service, or if the information the customer provided to establish the scope of services turn out to be incorrect or incomplete, EVVA is at liberty to recommend changes to the scope of services and the type of service provision (if necessary, with changes to costs) and submit a suitable offer. If the customer does not agree to one of the changes in the offer and if EVVA's legitimate interests are affected without this change (particularly with regard to unsatisfactory solutions from a security point of view), EVVA is entitled (but not obliged) to withdraw from service provision and charge for services already rendered (if necessary, on a pro-rata basis) including in-house planning and products which were specially manufactured or purchased for the customer.

6.6 Any of EVVA's services which the customer has made use of beyond the originally agreed scope of services will be paid for by the customer

according to the actual amount of work carried out at EVVA's respective applicable rates (or according to a separate agreement). This particularly includes services outside EVVA's normal business hours, additional services as well as analysis and correction of faults and errors which may have arisen due to the customer's incorrect handling or operation of products or due to other circumstances EVVA is not responsible for.

6.7 The complete product remains EVVA's property until all outstanding payments, irrespective of their legal basis, have been paid to EVVA in full. Pledging of goods as a security is strictly forbidden. If goods owned by EVVA should be legally confiscated, the customer must immediately inform EVVA with regard to its property and the third party which seized the property with regard to EVVA's ownership of said property. The customer is obliged to keep EVVA informed at all times of the precise whereabouts of any items belonging to EVVA. In the event of a delay or of a decline in the customer's financial circumstances or of risks arising, EVVA is entitled, without any objection, to require their surrender even though a period of payment may still be open. If the goods should be processed before payment, EVVA shall be entitled to the co-ownership of the item resulting from the processing in proportion to the value of the goods subject to retention of title to that of the other goods processed at the time of the processing.

## **7. Obligation to Cooperate and Supply**

7.1 The customer will provide EVVA in good time with the names of contact persons with technical expertise who can give information in response to any queries EVVA may have with regard to providing services. The customer will ensure that such contact persons are available to EVVA to a reasonable extent during the preparation and implementation stages of services.

7.2 The customer must provide support for all actions required to enable EVVA to deliver services. The customer will carry out, in good time and to a full extent, all actions required to enable EVVA to deliver services. This particularly applies to all activities and preparatory actions which are not included in EVVA's scope of services. The customer will ensure EVVA and/or third parties commissioned by EVVA have at their disposal access to the rooms or technical installations (e.g. servers) required in order to provide services. The customer is responsible for ensuring employees or third parties involved in carrying out work related to the contract fully cooperate in helping EVVA to fulfil contractual requirements.

7.3 If services are provided at the customer's facilities, the customer will provide without charge the components, connections, power supplies, emergency power supplies, space to store equipment, work stations and infrastructure which EVVA needs to provide its services to the required extent and of the required quality. The customer is not entitled to issue any instructions to EVVA employees, irrespective of their nature, and will submit any requests with regard to service provision to EVVA's appointed contact person (project manager) only.

7.4 The customer must provide all information, data and documentation required by EVVA to carry out its services on the agreed dates and at their own expense. If required, they must also support EVVA in analysing problems and fixing any faults as well as coordinating tasks and services. Changes in work processes at the customer's facilities which could cause changes to the services provided by EVVA for the customer require EVVA's prior consent. Any costs incurred as a consequence will be borne by the customer.

7.5 The customer will fulfil all their obligations to cooperate in good time so that EVVA is not hindered in rendering its services. This particularly applies to the required preparatory work (e.g. third party building services, preparing the server environment) Third parties whose services the customer makes use of within the framework of their obligations to cooperate (particularly with regard to preparatory work) are the responsibility of the customer.

7.6 If the customer does not fulfil their obligations to cooperate on the agreed dates or to the specified extent, the services rendered by EVVA are still regarded to have been carried out as specified in the contract/in due form and free from defects. In such a case, the schedule for the services rendered by EVVA is rearranged to a reasonable extent while taking into

account the availability of EVVA's personnel resources. The customer will pay separately for extra costs incurred by EVVA in such a case and/or costs at EVVA's respective applicable rate and indemnify and hold EVVA harmless in respect of legal proceedings and claims with regard to third parties.

7.7 The customer will ensure their employees and third parties they are responsible for handle carefully the equipment and technologies installed by EVVA as well as any objects left in their charge.

7.8 Unless agreed otherwise in writing, supplies and the customer's cooperation (employees, third parties) are all provided free of charge.

7.9 Required approval of third parties, particularly agreements between works or other authorisations in accordance with labour law on the part of the staff, as well as notifications to the authorities, fire-safety evaluations or approvals by the authorities must be obtained by the customer at its own expense.

## 8. Complaints, Warranty and Compensation for Damages

8.1 The customer must immediately inspect the delivered product on receiving it to ensure it is complete, valid and free of errors. The same applies to EVVA's services and other activities. Any complaints with regard to defects detected during an inspection carried out in due form should immediately be addressed to EVVA at the time of delivery on the delivery note/ after the service is rendered via a verifiable means of communication, otherwise the right to claim is waived and acceptance is assumed (obligation to make a complaint). Notification of defects which were not detected despite an inspection carried out in due form should be given in writing immediately after they are discovered citing EVVA's invoice number. This should be done within eight calendar days at the latest, otherwise the right to claim is waived and acceptance is assumed. The general warranty provisions apply for consumer business.

8.2 If there is a fault, the customer is not entitled to remedy the fault themselves or have it remedied by a third party. EVVA is to be given the opportunity to at least two attempts to rectify the fault or supply a replacement at its own discretion within a reasonable period of time. A reduction in price is excluded if the fault can be rectified or a replacement made. Insofar as the customer should raise claims on the basis of necessary expenses for the purpose of improvement, particularly transport, road, labour and material costs, they are excluded to the extent that the expenses increase because the delivery of goods take place at a different location than the customer's registered office. The warranty period and the period for recourse for all EVVA's goods or services delivered to companies is twelve months from the time of delivery or performance and any necessary legal action must be taken within this period. Warranty in excess of this period is excluded, even if any faults occur after this period. The burden of proving that a fault exists lies with the customer. If EVVA's customer must, for its part, provide a warranty to their contractual partner, recourse against EVVA is excluded if (i) the obligation to complain has been contravened and/or (ii) the customer has not informed EVVA in writing within three days of becoming aware of their contractual partner's warranty claim and the fault and has threatened to take legal action. EVVA should always be given the opportunity to rectify the defect, otherwise the right to take recourse is waived. A general right to recourse of the customer as a retailer in accordance with Article 933b of the Austrian General Civil Code (ABGB), which provides a guarantee to a consumer, is excluded. The general warranty provisions apply for consumer business.

8.3 Compensation for damages, including consequential damages, and liability on the part of EVVA are always excluded if it is a case of slight negligence, irrespective of the legal basis. Loss of earnings is only compensated in the event of wilful intent. Any possible legal claims from companies must be made (i) in compliance with the above-mentioned provisions on the obligation to complain in an appropriate way and (ii) within twelve months of delivery or performance, otherwise the right to take recourse is waived. EVVA can acquit itself from claims in accordance with the Austrian Product Liability Act by specifying the manufacturer or pre-supplier on a timely basis. General recourse claims are then only justified if the error is caused in the sphere of EVVA or EVVA is at least grossly negligent and it involves foreseeable, typically occurring damages. EVVA assumes no liability for damages of any type which arise due to improper installation, improper operation or unintended use of the EVVA product. In addition, EVVA assumes no liability for malfunctions which are caused

by malfunctions of products of performances of third parties, when the use of thereof is required for the function of an EVVA product (e.g. mobile network for the AirKey product).

8.4 Unless legal provisions strictly state otherwise, all the customer's claims expire after 36 months after transfer of risk and are subject to a limitation for the same period. Aforementioned time limits (particularly in items 8.1 to 8.3) are not extended as a result of this provision (8.4).

8.5 If changes are made to the product by persons other than EVVA employees or professional certified specialists authorised to do so by EVVA, or if the defect or damages are caused by items supplied by the customer or by the customer's involvement or by third parties within their sphere of responsibility, all of EVVA's warranty and liability obligations cease to exist. This applies in particular for damages resulting from natural wear or improper or other faulty handling, for example if EVVA products are exposed to chemical, electrochemical or electrical influences or if unsuitable operating materials are used or improper preliminary work takes place.

8.6 Should any repair of defects be required, the customer will provide EVVA with support and any information EVVA requires and will work towards a minimisation of damages.

8.7 Contractual penalties at EVVA's expense require express written agreement by the required number of company representatives or authorised signatories.

8.8 The customer must enforce any warranty undertakings from third-party manufacturers directly with such manufacturers. EVVA does not enter into such an undertaking with regard to the customer.

8.9 The customer is excluded from making a cumulative claim consisting of several bases for claims or a claim consisting of other bases for claims to extend an excluded or limited warranty or liability obligation.

8.10 If EVVA merely acts as an agent for a third party's services or products, EVVA bears no responsibility whatsoever for the third party or the products and service they provide with the exception of gross or wilful negligence in selecting such a third party.

8.11 The supplied equipment and performances rendered only offer the security which can be expected on the basis of approval regulations, operating manuals and user guides, pre-supplier guidelines and other provided instructions. EVVA assumes no liability for a faulty issuance of lock authorisations or the consequences thereof. The customer must review the correctness and ensure of the adherence to its own security standards on its own behalf.

## 9. Non-disclosure and data protection

9.1 The customer must, for the duration of its contractual relationship with EVVA handle the business and company secrets, knowledge, information and documents with strict confidentiality, particularly the required passwords, codes, etc. provided by EVVA for the use of EVVA products and services and maintain silence, as well as refrain from making said information and documents accessible to third parties or using them for another purpose without the prior written approval of EVVA. This obligation remains in force after the termination of the contractual relationship.

9.2. EVVA shall be entitled, within the scope of the purpose of the contract with the customer, to process the personal data entrusted to it or to have such data processed by third parties in compliance with data protection regulations. Information on data protection rights can be accessed at any time in the EVVA data protection declaration at [www.evva.com](http://www.evva.com).

## 10. Returning Goods

10.1 Returns of goods - which take place at the expense of the customer - of any type are only accepted on written agreement. As a general rule, customised and purpose-built items which were manufactured separately cannot be returned. In the case of returned goods, if there is no provision which states otherwise, a credit note is issued by EVVA based on the following: with a 25% deduction if the product and its packaging are in perfect condition, so they can be resold; with a 35% deduction if the product is in perfect condition, but needs to be repackaged; with a 50% deduction if items need to be cleaned or reconditioned, but otherwise are in perfect condition. Payment for returned goods can only be deducted from current invoices if an explicit (written) credit note from EVVA is on hand.

## 11. Rights of Use for Software and Documents

11.1 If the customer is issued with EVVA software by EVVA, or the customer is allowed to use EVVA software within the scope of services, the customer has the non-exclusive, non-transferable, personal, non-sublicensable right, limited to the period of contract, to use the deployed software in an unmodified state.

11.2 EVVA's Licensing Conditions (EVVA GLC) are applicable to EVVA software in their entirety. Any differing written licence agreements take priority over EVVA Licensing Conditions.

11.3 In the case of third party products, the respective manufacturer's license conditions apply. EVVA does not grant the customer any own licensing rights for such products. The customer's rights of use and claims are exclusively based on the respective manufacturer's license conditions. EVVA accepts no warranty or liability obligations whatsoever for software in third party products.

11.4 All technical documentation, including specifications remain the intellectual property of EVVA and may not be used for other purposes.

## 12. Place of Payment and Place of Fulfilment, Applicable Law, Place Jurisdiction, Language of Contract, Notifications and Miscellaneous

12.1 The place of payment and fulfilment is EVVA's registered address unless expressly agreed otherwise in writing.

12.2 Austrian Law applies. Rules of conflict of laws and the UN Purchasing Convention do not apply. The language of contracts is German. For all disputes between EVVA and the customer as a company, as well as the validity of this agreement on the place of jurisdiction, the contractual parties agree that the exclusive place of jurisdiction is the respective responsible court for the registered office of EVVA.

12.3 All agreements, subsequent modifications, additions, supplementary agreements, the use of Austrian industrial standards and EN standards, etc. must be set out in writing for them to be valid. The same applies to waiving such an agreement on using written form. Silence on the part of EVVA does not imply agreement.

12.4 Should any provisions in these terms and conditions be or become ineffective, invalid or unenforceable, the effectiveness, validity and enforceability of the other provisions remain unaffected. In such a case, a provision which comes closest to the financial aspirations of such provisions is applicable in place of the ineffective, invalid or unenforceable provision.

12.5 Any legal succession on the part of the customer requires the written approval of EVVA, insofar this does not occur ex lege (e.g. case of death). Rights and obligations specified in agreements are applicable for several customers jointly and severally. EVVA can, at its discretion, make a claim against all customers or against customers on an individual basis.

12.6 Notifications for the customer are considered received if they are sent to the last known postal or invoicing address. Any declarations or statements for EVVA should be addressed to the company's respective registered office. If declarations or statements are sent to EVVA by electronic or other such means, these are only considered as received on actual acknowledgement by the agency entitled to represent the company externally. The burden of proving that such declarations have been received lies with the customer.

12.7 The customer as a company waives the right to contest against or request modification of agreements signed with EVVA or declarations delivered to EVVA – in whatever way - for any reason, such as errors or reductions in excess of one half.

12.8 Any fees and taxes incurred due to the signing of agreements between EVVA and the client are for the account of the client and are borne by the client.

12.9 The different sections in these general terms and conditions are only given titles to make them easier to read. They do not limit the scope of the respective provisions.

## 13. Special note with regard to consumer business

13.1. If the customer is a consumer, any compulsory, more favourable regulations of the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG) and the Consumer Warranties Act (Verbrauchergewährleistungsgesetz, VGG), made known by the Warranty Directives Implementation Act, Federal Law Gazette I 175/2021, shall remain unaffected by these EVVA General Conditions. The provision relating to this effect in the EVVA General Conditions is superseded where necessary but remains valid in all other respects.