



General Terms and Conditions

International Sales

1. Definitions and interpretation

In these General Terms and Conditions International Sales, the capitalized terms below are defined as follows:

ASSA ABLOY: means ASSA ABLOY Italia Spa, with registered office in Italy, San Giovanni in Persiceto (BO), Via Bovaresa 13, VAT number 02275750590;

Agreement: means these General Terms and Conditions - International Sales ("Terms and Conditions") together with any Order with the relative Order Confirmation, and any written sale agreement, under which ASSA ABLOY sells the Products to the Customer (and any Schedules thereof);

Customer: means the Party set out as purchaser in the Order or sale agreement, provided that such Customer shall be a business customer with registered office outside of the territory of Italy and not qualifying as "consumer" based on art 3 of the Italian Consumers Code;

Confidential Information: means any information of a confidential nature concerning the business, affairs, customers, clients or suppliers of a Party including information relating to its operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers;

Delivery: means the completion of delivery of the Products specified in the Order Confirmation;

Delivery Date: means the indicative date specified for delivery of Products specified in the Order Confirmation;

Delivery Location: means the location to which the Products are delivered to or are collected from, as set out in the Order Confirmation;

Force Majeure Event: means any circumstance not within a Party's reasonable control including, without limitation: acts of God, epidemic or pandemic; war, imposition of sanctions, embargo, nuclear, chemical or biological contamination, any law or government order, rule, regulation or direction imposing sale or delivery restriction or prohibition, or failing to grant a necessary license or consent, fire, loss at sea, extreme adverse weather conditions, collapse of building structures, failure of plant machinery, machinery, computers or vehicles, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors; and interruption or failure of utility service, including but not limited to electric power, gas or water;

Intellectual Property Rights: means the rights in all intellectual and industrial property of any kind whatsoever, worldwide, whether registered or unregistered, including patents, trademarks, service marks, know-how, designs, utility models, copyright, database rights, applications for and rights to apply for any of the foregoing;

Order: means any order for purchase of Products submitted by the Customer to ASSA ABLOY;

Order Confirmation: means any document (in written or electronic form) provided by ASSA ABLOY confirming the acceptance of an Order;

Payment Terms: the payment terms as set out in the Order Confirmation;

Prices: the prices of the Products as determined in accordance with Clause 7.1 and applied in the

Order Confirmation;

Products: means the products of the type and specification manufactured and/or sold by ASSA ABLOY as listed in the Order and Order Confirmation;

2. Scope - Sale of products

These Terms and Conditions shall apply to all sales of Products by ASSA ABLOY to Customers (i.e. business customers with registered office outside of the territory of Italy).

3. Orders

3.1 Each Order shall be deemed to be a separate offer by the Customer to purchase Products on the terms of these Terms and Conditions, which ASSA ABLOY shall be free to accept or decline at its absolute discretion; and ASSA ABLOY shall have no liability to the customer for declining an Order.

3.2 No Order shall be deemed to be accepted by the ASSA ABLOY until it issues an Order Confirmation stating also the indicative Delivery Date, or (if earlier) ASSA ABLOY notifies the Customer that the Products are ready for Delivery.

3.3 These Terms and Conditions apply to every Order (and sale agreement, if any) to the exclusion of any other terms, general conditions of purchase or similar that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.4 ASSA ABLOY may make changes to the Products or specification prior to Delivery if required by any applicable statutory or regulatory requirement, and ASSA ABLOY shall notify the Customer in any such event as soon as reasonably practicable.

4. Product quality

4.1 ASSA ABLOY warrants that on Delivery, the Products shall materially comply with the specification and the contents of the Order, and shall be free from material defects in design, material and workmanship during the warranty period of 12 months from the Delivery "Warranty Period".

4.2 Subject to Clause 4.5, if:

- (a) the Customer gives notice in writing to ASSA ABLOY that some or all of the Products do not comply with the warranty set out in Clause 4.1, within 8 days from the Delivery in case of defects apparent on normal usual inspection (including quantity variances), or in case of latent defects within 8 days of latent defects having become apparent -if the Customer fails to give notice of rejection in accordance with this Clause any remedies in favor of the Customer will be barred;
- (b) the relevant Products are within the Warranty Period;
- (c) the Customer complies with the return and/or inspection obligations in Clause 4.4;



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ASSA ABLOY shall, at its option, repair or replace the defective Products, or refund the Price of the defective Products in full.

4.3 Once ASSA ABLOY has complied with its obligations to repair/replace/refund under Clause 4.2 above, it shall have no further liability to the Customer for the Products' failure to comply with Clause 4.1.

4.4 The Customer shall either return the Products to ASSA ABLOY (at its own expense and risk) or, at ASSA ABLOY's option, permit ASSA ABLOY to inspect the Products at the Customers' premises and use its best endeavour to provide to ASSA ABLOY all necessary access and other reasonable facilities and all information, particulars and assistance required to enable ASSA ABLOY to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

4.5 The Customer accepts that ASSA ABLOY shall not be liable for a failure to comply with the warranty set out in Clause 4.1 in any of the following events:

- (a) the Customer (or a third party) makes any further use of those Products after the Customer has given notice in accordance with Clause 4.2;
- (b) the defect arises because the Customer (or a third party) failed to follow ASSA ABLOY's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of ASSA ABLOY following any drawing, design or specification supplied by the Customer;
- (d) the Customer (or a third party) alters or repairs those Products without the written consent of ASSA ABLOY;
- (e) the defect arises as a result of wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
- (f) the Products differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.6 Any repaired or replacement Products supplied by ASSA ABLOY shall be covered under the warranty in Clause 4.1 only for the residual time of the original Warranty Period.

4.7 All conditions, warranties or representations whatsoever whether express or implied by statute, common law, trade usage, custom or otherwise as to the quality or fitness for any particular purpose of the Products are, to the fullest extent permitted by law, EXCLUDED and substituted by this Section 4.

5. Delivery

5.1 Delivery is completed when the Products of an Order are placed at the Customer's disposal at the Delivery Location.

5.2 The Delivery Date is indicative. Time of de-

livery is not of the essence and delays in the delivery of an Order shall not entitle the Customer to:

- (a) refuse to take delivery of the Order; or
- (b) claim damages; or
- (c) terminate any pending Orders or sale agreement.

5.3 The parties agree that if, in respect of an Order, ASSA ABLOY delivers more or less than the quantity of Products ordered, the Customer shall not be entitled to reject the Order provided the remaining Products are delivered to the Customer (or any excess Products are collected by ASSA ABLOY) within a reasonable period of time.

6. Title and risk

6.1 Risk in Products shall pass to the Customer on delivery of the Products to the carrier. The Products travel at the risk and peril of the Customer, even if shipped carriage paid, except for any liability of ASSA ABLOY, limited to the provisions of Italian Legislative Decree 286/2005, in relation to the choice of carrier, and to the clarification of the transport instructions.

6.2 Title to Products shall not pass to the Customer until ASSA ABLOY receives payment in full for the relevant Order.

7. Prices and payment

7.1 The Prices shall be as set out in ASSA ABLOY price list at the time of the Order Confirmation; Unless otherwise provided in the Order Confirmation, the Prices are exclusive of the costs of packaging, insurance and carriage of the Products, which shall be paid by the Customer.

7.2 The Payment Term is always subject to the Customer passing satisfactory credit checks which may be required by ASSA ABLOY from time to time.

7.3 All amounts due from the Customer to ASSA ABLOY under any Order shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). No disputes between the Customer and ASSA ABLOY about amount due, quality or any other claims submitted by the Customer shall give the Customer the right to suspend payment of any unpaid invoices of ASSA ABLOY. ASSA ABLOY may at any time, set off any liability of the Customer to ASSA ABLOY against any liability of ASSA ABLOY to Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement.

7.4 Failure of Customer to pay within the Payment Term will result in the automatic application of default interests to the extent provided by Italian Legislative Decree 231/2002. In the event of unpaid or late payments, or in any case in which the commercial or financial position of the Customer changes, ASSA ABLOY will have the right to suspend deliveries in progress and/or Orders not yet fulfilled.



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- 7.5 The Prices are exclusive of amounts in respect of any applicable sales tax, value added tax or any equivalent tax, which shall be invoiced to and paid by the Customer in addition to the Price.
- 7.6 All other taxes, charges, levies, assessments and other fees of any kind imposed on the purchase or import of the Products shall be the responsibility of, and for the account of, the Customer alone.

8. Compliance with laws and regulations

The Customer shall obtain and maintain, at its own expense, all necessary licenses and authorizations and comply with all applicable local laws in connection with its obligations under the Agreement. Customer shall be responsible for obtaining any necessary import licenses, permits, approvals, filings, registrations and complying with all other formalities necessary for the entry of the Products into the Territory, their delivery to the Customer and any payment to ASSA ABLOY. The Customer shall be responsible for any customs duties, clearance charges, taxes (including any VAT or other applicable taxes), brokers' fees and other amounts payable in connection with the importation and delivery of the Products. The Customer shall promptly inform ASSA ABLOY of all local laws and regulations affecting the manufacture, sale, packaging and labelling of Products which are in force within the relevant territory.

9. Data protection

Each Party acknowledges that to the extent that it receives and process any Personal Data from the other Party under the Agreement it acts as a Data Controller in respect of that Personal Data when processed pursuant to the Agreement. Each Party undertakes to the other that in processing such Personal Data it will comply with Data Protection Law and at any time, should either deem it necessary, the parties shall enter into a data processing agreement (in a form suitable to ASSA ABLOY) in respect of any Personal Data pursuant to the Agreement.

10. Anti-bribery and export control

10.1 Anti-Bribery - The capitalised terms below are defined as follows:

Anti-Bribery Law: means any law, rule, regulation, or other legally binding measure of any jurisdiction that relates to bribery or corruption;

Official: means any official, employee, principal or representative of, or any other person acting in an official capacity for or on behalf of, any (i) government, including any entity owned or controlled thereby, (ii) political party, party official or political candidate, or (iii) public international organization; or any individual who holds a legislative, administrative or judicial position of any kind or exercises a public function for or on behalf of a country, a public agency or a public enterprise;

Affiliate: means, in relation to either Party, any entity which directly or indirectly Controls or is directly or indirectly Controlled by

or in common Control with that Party.

Control: means, in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: by means of the holding of shares, or the exercise of voting power, in or in relation to that or any other body corporate; or by virtue of any powers conferred by the constitutional or corporate documents, regulating that or any other body corporate or any other document; or by other legal means. The Customer represents and warrants to ASSA ABLOY that it shall comply with any Anti-Bribery Law and that, now and at any time in the future it will be true that:

- a) none of the Customer, its Affiliates, nor any director, officer, employee, principal or shareholder of any such person, has (i) in order to assist in improperly obtaining or retaining business for or with any person, in improperly directing business to any person, or in securing any improper advantage, made, authorized, offered or promised to make any payment, gift or transfer of anything of value, directly, indirectly or through a third party, to or for the use or benefit of any other person; or (ii) made any unlawful bribe, rebate, payoff, influence payment or kickback or has taken any other action that would violate any anti-bribery law to which it is subject.
- b) the Customer has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with any Anti-Bribery Law to which it is subject;
- c) during the past five (5) years none of the Customer or its Affiliates has received any written communication indicating or alleging that any such person is or may be in violation of any Anti-Bribery Law, or that any such person is or may be subject to any investigation or inquiry by a governmental authority related to any Anti-Bribery Law, and, to the knowledge of the Customer, no such investigation or inquiry is pending or threatened; and
- d) no Official holds any shares, partnership interests or other equity or ownership interests in the Customer or any of its Affiliates, or is an officer, director, employee, contractor or principal of the Customer, and no Official has or will have a right to or interest in any payment or other thing of value provided by ASSA ABLOY to the Customer.

10.2 Export Control - The capitalised terms below are defined as follows:

Sanctions: means the economic and trade embargoes and sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the Unit-



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ed Nations Security Council, any United Nations Security Council Sanctions Committee, the European Union, the Member States of the European Union, Her Majesty's Treasury (UK), OFAC (the Office of Foreign Assets Control of the US Department of Treasury), the United States Department of State, any other US government entity or any other relevant governmental or regulatory authority;

Sanctions List: means the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC or any similar list maintained by, or public announcement of Sanctions designation made by, the United States Department of State or any other US government entity, the United Nations Security Council, any United Nations Security Council Sanctions Committee, the European Union, the Member States of the European Union Her Majesty's Treasury (UK) or any other relevant governmental or regulatory authority;

Listed Person: a person or entity that is (i) listed on, or owned or controlled by a person or entity listed on, or acting on behalf of a person or entity listed on any Sanctions List or (ii) otherwise a target of Sanctions. The Customer represents and warrants to ASSA ABLOY that:

- a) the Customer shall comply with all Sanctions and applicable export control laws and regulations and agrees that it alone is responsible for ensuring its compliance with export control laws and regulations. The Customer will not use, sell, resell, export, re-export, transfer, divert, dispose of, disclose or otherwise deal with the Products, directly or indirectly, to any country, destination or person without all requisite export licenses and approvals from (i) the applicable governmental agency or authority, (ii) the country of origin and (iii) the original country of export. The requirement to obtain a license may vary depending on the country of origin, country of destination, the end-user, the end-use and other factors;
- b) neither the Customer, nor any of its Affiliates, directors, officers or employees: i) is, or has been, or will be, owned or controlled by, a Listed Person; ii) has engaged (nor will engage) in any transaction or conduct 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 with any business with any Listed Person in applicable Sanctions, or otherwise acts in violation of applicable Sanctions; iv) is directly or indirectly, conducting any business dealings with Listed Persons targeted by EU, US and UN Sanctions or otherwise acts in violation of Sanc-

tions, as would be applicable to ASSA ABLOY; v) has engaged or is engaging in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Sanctions; or vi) is or ever 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 Sanctions.

10.3 General - The Customer covenants and agrees that:

- (a) the representations and warranties set forth above in articles 10.1 and 10.2 shall remain true and correct at all times (subject to applicable statute of limitation); and
- (b) the Customer will provide written notice to ASSA ABLOY, as promptly as possible and in any event within five (5) Business Days, should any such representation or warranty fail to be true and correct at any time; the Customer will immediately notify ASSA ABLOY Company if it is aware, or has reasonable cause to suspect, that any circumstances have arisen in connection with any Order which would put ASSA ABLOY in violation of, at risk of violating Sanctions.

10.4 Upon request from ASSA ABLOY, the Customer shall furnish ASSA ABLOY with copies of all documents relating to the supply of the Products associated with this Agreement. Further, the Customer shall use reasonable efforts to obtain and provide to ASSA ABLOY, in a timely manner, documentation, certifications and information as may be reasonably required by ASSA ABLOY in relation to Products supplied. The Customer covenants and agrees to maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of ASSA ABLOY pursuant to this Agreement. The Customer shall also provide all information relating to requests for the Products from Listed Persons and with which the Customer therefore has refrained from doing business.

10.5 Notwithstanding any provision of this Agreement to the contrary, ASSA ABLOY shall not be obligated to make any payment or take any other action under this Agreement if it believes in good faith that such action may constitute a violation, or contribute to any violation, of any Anti-Bribery Law or Sanctions; and ASSA ABLOY shall not be liable to the Customer for any claims, losses or damages arising from ASSA ABLOY's exercise of its rights under this Clause 10.5.

10.6 The Agreement and any pending Order may be terminated immediately by ASSA ABLOY by written notice to the Customer if:

- a) the Customer fails to provide any notice required under Clause 10.3 b), or should any representation or warranty set forth in Clause 10.1 and 10.2 have failed to be true and correct at any time;



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- b) the Customer has misrepresented or failed to properly disclose any material fact, or provide any documentation, certifications or information requested by ASSA ABLOY, including without limitation to, the intended end-use/end-user or destination of the Product; or,
 - c) either Party's ability to fulfil an obligation under this Agreement is materially affected by the imposition of export control rules or Sanctions.
- 10.7 Upon any such termination, this Agreement with any pending Order and all rights and obligations thereof shall immediately terminate, provided that the Customer shall remain liable to ASSA ABLOY for any breach of its obligations hereunder. ASSA ABLOY shall not be liable to the Customer for any claims, losses or damages arising from ASSA ABLOY's exercise of its rights under Clause 10.5 and 10.6 above.

11. Code of conduct and Model 231

ASSA ABLOY Italia has adopted a code of conduct as published on its website at the link: https://www.assaabloy.com/it/market-documents/general-conditions/CoC_BusinessPartner_2019_English.pdf (hereinafter "Code of Conduct"), and an Organisation, Management and Control Model as published on its website at the link <https://www.assaabloy.com/it/it-d-lgs-231-2001> (hereinafter "Model 231") in compliance with the principles established by the Legislative Decree 8 June 2001 n. 231, in order to prevent the liability envisaged for the commission of the crimes contemplated therein (hereinafter the "Crimes"). The Customer confirms that to have read the Code of Conduct, the Model 231 and the documents attached to it, and represents to have never committed any of the Crimes, undertaking to immediately inform the ASSA ABLOY in the event of future involvement in any proceedings relating to the Crimes. The Customer undertakes in any case, also for its employees and collaborators, not to engage in any conduct capable of constituting Crimes and to act in compliance with the principles of correctness and transparency referred to in Model 231 and the Code of Conduct, failure to comply with which will result in a serious breach of the obligations of referred to in this Agreement and will legitimize the ASSA ABLOY to terminate the same with immediate effect, without prejudice to compensation for damages.

12. Intellectual property

The Customer acknowledges and agrees that all Intellectual Property Rights in the Products is exclusive ownership of ASSA ABLOY, and that Customer has and will acquire no right in them by virtue of the discharge of its obligations under the Agreement. In particular, no right or license is granted directly or indirectly under any trademark, design, patent, invention, discovery, copyright or other Intellectual Property Right held, made, obtained or licensable by ASSA ABLOY now or in the future.

13. Limitation of liability

- 13.1 Nothing in these Terms and Conditions shall limit or exclude a Party's liability for any matter in respect of which it would be unlawful to exclude or restrict liability.
- 13.2 Subject to Clause 13.1, ASSA ABLOY shall under no circumstances- except only in the case of fraud or gross negligence- be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- (a) any loss of profits;
 - (b) any loss of sales or business;
 - (c) any loss of agreements or contracts;
 - (d) any loss of anticipated savings;
 - (e) any loss of use or corruption of software, data or information;
 - (f) any loss of or damage to goodwill; or
 - (g) any loss that is an indirect, consequential or secondary consequence of any act or omission of ASSA ABLOY.
- 13.3 Subject to Clauses 13.1 and 13.2, ASSA ABLOY's total liability to the Customer in respect of all other loss or damage arising under or in connection with any Orders and/or written sale agreements, whether in contract, tort (including negligence), breach of statutory duty, or otherwise- except only in the case of fraud, gross negligence and in case of personal injury or death- shall not exceed 100% of the sums paid by the Customer under the relevant Order or, in case of several Orders and/or long-term written sale agreement, in the previous 12 months, provided that in no case it shall exceed the sum of Euro one (1) Million.

14. Termination and suspension of orders

- 14.1 Without affecting any other right or remedy available to it, ASSA ABLOY may immediately terminate any pending Orders (and any sale agreement) with immediate effect by giving written notice to the other Party if:
- (a) the Customer is subject to an insolvency procedure.
 - (b) the Customer is in breach of any of its obligations under Clauses 8 (Compliance with laws and regulations), 10.1 and 10.2 (Anti-Bribery and Export Control for cases under 10.6), 11 (Code of Conduct and Model 231), 15 (Confidentiality), 12 (Intellectual Property);
 - (c) the Customer fails to pay any amount due to ASSA ABLOY on the due date and remains in default not less than ten (10) days thereafter.
- 14.2 Without limiting its other rights or remedies, ASSA ABLOY may immediately suspend the delivery of the Products under any pending Orders if the Customer becomes subject to an insolvency procedure, or if the Customer fails to pay any amount due on the due date for payment, or if the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect



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to the terms of the Agreement is in jeopardy.

15. Confidentiality

15.1 Each Party undertakes that it shall not at any time during the performance of the Agreement, and for a period of five (5) years after the execution or termination of the last Order, disclose to any person any Confidential Information disclosed by the other Party (" Disclosing Party"), unless already in public domain or so required by the applicable law or a valid order of a court or other governmental or regulatory body having jurisdiction, and it shall not use the Confidential Information for any purpose other than to perform its obligations under the Agreement.

15.2 The Disclosing Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Disclosing Party's Confidential Information, other than those expressly stated in this Agreement are granted to the Receiving Party or to be implied from the Agreement.

16. Force majeure

If ASSA ABLOY is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event, it shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. If the Force Majeure Event prevents, hinders or delays the performance of any pending Order for a continuous period of more than three months, Consumer may terminate the relevant Order, and neither

Party shall be entitled to any compensation for loss or damage as a result of such termination. A Force Majeure Event does not relieve the Customer from the obligation to make any payment that has come due under the Agreement.

17. Governing law

These Terms and Conditions, any Order and/or sale agreement, so as any dispute or claim arising out of or in connection thereof as to the subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Italy. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement or the sales made under it.

18. Jurisdiction

Each Party irrevocably agrees that the Italian courts, and the exclusive venue of the Court of Bologna where ASSA ABLOY registered office is located, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement, including these Terms and Conditions any Order and/or sale agreement, including their subject matter, acceptance or formation.

These terms and conditions - version 1/2024 - are published on the website <https://www.yalehome.com/it/en/documents/general-sales-conditions/yale-international-sales-2024.pdf> in a format which can be saved and printed.