1 INTRODUCTION

(a) These General Terms and Conditions ("**Terms**") shall apply to any and all agreements for delivery of goods to ASSA ABLOY AB and any of its subsidiaries ("**ASSA ABLOY Group**") unless otherwise explicitly agreed in writing between the parties. A subsidiary shall mean any entity controlled or owned, directly or indirectly, from time to time by ASSA ABLOY AB.

(b) Terms used herein, but not otherwise defined, shall have the meaning given to those terms elsewhere in this Purchase Agreement.

2 DELIVERY AND PASSING OF TITLE

(a) The Supplier shall deliver the Products FCA Incoterms 2020 if not otherwise agreed in the Order (the "**Delivery Terms**"). Time is of the essence for each Order.

(b) Title in, and risk of loss or damage to a Product, shall pass to the Purchaser in accordance with the Delivery Terms. The Products shall be appropriately packed in accordance with the Purchaser's instructions.

(c) If the Supplier fails to meet a confirmed delivery date, the Purchaser may, at its sole discretion and without prejudice to any other remedies; (i) request that the Supplier expedite the delivery per the Purchaser's instruction at no charge; and/or (ii) cancel the undelivered portion of such Order at no charge; and/or (iii) terminate this Purchase Agreement in accordance with clause 15(b)(iii). Furthermore, the Supplier shall be liable to pay liquidated damages to the Purchaser at the rate of five (5) % of the Order value for each commenced week of delay subject to a maximum aggregate equal to fifty (50) % of the Order value. Payment of the liquidated damages shall be made upon demand of the Purchaser or, at the Purchaser's option, through set-off against amounts subsequently invoiced by the Supplier and shall not restrict the Purchaser from making other claims.

3 FORECASTS

(a) The Purchaser may provide the Supplier with order forecasts setting out the Purchaser's need of Products during the time period set forth in this Purchase Agreement (the "**Order Forecast**"). The Supplier shall use its best efforts to maintain sufficient manufacturing capacity and stock of the Products to meet the requirements set out in the Order Forecast.

(b) Order Forecasts shall not be binding on the Purchaser or give rise to any liability or obligation of the Purchaser to place any Orders for any Products, nor form any commitment to purchase a specific volume of the Products, or any part or material used to manufacture the Products. In addition, no Order Forecast shall give rise to any liability for the Purchaser due to the Supplier's cost for stocking, etc.

4 PURCHASE PRICE AND INVOICING

(a) The Purchaser shall pay the applicable purchase price for each Product as set forth in this Purchase Agreement or Exhibit 1 (*Price and Products*) attached thereto. The purchase price shall be paid, in the currency stated in this Purchase Agreement, within ninety (90) days from the date of an invoice unless otherwise agreed, subject to correct and complete invoice documentation. Payment of an invoice shall not constitute acceptance of Products.

(b) The Supplier shall issue and date invoices upon each shipment of Products. All invoices shall refer to the relevant Order and include such information as is required by the Purchaser or otherwise required by law.

(c) The prices in Exhibit 1 (*Price and Products*) shall be fixed during twelve (12) months from the date of this Purchase Agreement unless otherwise agreed in writing. The Lead Purchaser and the Supplier shall in good faith review and agree on the applicable purchase price to apply after the expiration of the twelve (12) month period. The Supplier shall use open book calculation for this purpose. However, if the Lead Purchaser and the Supplier cannot agree on the new purchase price before the end of the twelve (12) month period, this Purchase Agreement may be terminated in writing by either the Lead Purchaser or the Supplier by giving six (6) months' written notice to the other party. During the six (6) months' notice period the then current purchase price shall continue to apply.

(d) The Supplier and the Purchaser shall work together to achieve significant reductions in total costs. The Supplier commits to a reduction of minimum five (5) % of the Purchaser's total spend per annum with respect to the Products delivered to the Purchaser. Performance against the five (5) % goal shall be tracked by the Supplier and reviewed by the Purchaser's category manager and/or the site management of the Purchaser on a regular basis.

5 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

(a) Except to the extent expressly provided herein, each party shall continue to own its intellectual and industrial property rights without conferring any interests therein on the other party and neither the Supplier nor any third party shall acquire any right, title or interest in any intellectual or industrial property rights of any company within the ASSA ABLOY Group.

(b) Regardless of the above, all intellectual property rights with regard to and for the Products, including but not limited to, drawings, designs, models, calculations, tools etc. that are provided by the Purchaser or are created by the Supplier in connection with this Purchase Agreement, shall vest in and exclusively belong to the Purchaser. The Supplier shall, where necessary, take all actions required to ensure that Purchaser receives the rights referred to herein.

(c) To the extent that the Products may be protected by intellectual property rights owned by the Supplier, or

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the Supplier's licensors, the Supplier hereby grants to the Purchaser, a perpetual, worldwide, non-exclusive, irrevocable, fully paid-up, royalty-free license, including the right to grant sub-licenses, under all such intellectual property rights to: (i) use the Products; (ii) integrate the Products into Purchaser's own Products; (iii) sell, offer for sale, import and export the Products.

(d) Without limiting the generality of clause 5(a) and except as may otherwise be expressly provided for herein, the Supplier agrees that it shall not without the prior written consent of the Lead Purchaser use the trademark "ASSA ABLOY" or any other trademark of any company within the ASSA ABLOY Group for any purposes whatsoever.

(e) To the extent the Products include software ("**Software**"), the Supplier hereby grants to the Purchaser in perpetuity (or for the maximum period foreseen by applicable law) a non-exclusive, royalty-free, world-wide, unlimited (also with respect to number of users) licence over the Software including without limitation any permanent or temporary reproduction or modification of the Software reasonably required for these purposes, at a charge included in the price of the Products for the purposes of installing, testing, configuring, putting into service, operating, using, developing, modifying, selling, maintaining, adjusting and repairing the Products. The Purchaser shall be permitted to create a reasonable quantity of back-up copies of the Software.

(f) For at least the period under this Purchase Agreement during which the Supplier has agreed to supply spare parts for the Products, the Supplier shall continue to maintain the Software and offer licences to the Software, in the same format and version as made available hereunder, to the Purchaser. During the same period of time, the Supplier will also free of charge offer to the Purchaser all updates offered to its other clients for the Products, including without limitation any related support, maintenance or consultancy services provided free of charge to such other clients. It is acknowledged that the Purchaser may accept or refuse the offer of such updates at its sole discretion without limiting any right or remedy available hereunder.

6 PURCHASERS' GOODS, TOOLS AND DESIGN

(a) All goods, tools and designs or any other property supplied by the Purchaser to the Supplier (the **"Purchaser Property"**) at the sole cost of the Purchaser, will be and remain the property of the Purchaser and shall be returned to the Purchaser upon request. The Supplier may not make use of the Purchaser Property for any purpose other than for fulfilling its obligations under this Purchase Agreement.

(b) The Supplier will, at no extra cost for the Purchaser, store and maintain all Purchaser Property in good order and condition, upgrade the Purchaser Property (as required) and insure the Purchaser Property on commercially reasonable terms while in the Supplier's care.

(c) The Supplier shall keep the Purchaser Property clearly separated from its own property and the Purchaser Property shall be marked as property of the Purchaser.

(d) The Purchaser shall have the right to enter or otherwise be allowed access to the Supplier's premises at any time for the purpose of inspecting and/or removing the Purchaser Property from the premises.

7 MANUFACTURING

(a) The Supplier shall without limitation be responsible, at no additional cost to the Purchaser, for:

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

(ii) obtaining all necessary approvals, permits and licenses for the manufacturing of the Products;

(iii) providing sufficient qualified staff and workers to perform the obligations under this Purchase Agreement;

(iv) implementing and maintaining effective inventory and production control procedures with respect to the Products; and

(v) handling other matters as reasonably requested by the Purchaser from time to time.

(b) The Supplier shall not change any process, material, component, packaging or manufacturing location without the Purchaser's express prior written approval.

8 WARRANTIES

8.1 Product warranty

(a) The Supplier hereby represents and warrants on an ongoing basis that:

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

(ii) all production and deliveries have been performed with the greatest possible care and in a timely and highly professional manner;

(iii) the Product is free and clear of all encumbrances and other restrictions to title and use that may affect the ownership in or right to any Product pursuant to this Purchase Agreement;

(iv) any user, installation and maintenance documentation is complete, accurate and sufficient for the use, installation and maintenance of the Products and is in

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accordance with the requirements set forth in this Purchase Agreement;

(v) the Lead Purchaser, the Purchaser and any ASSA ABLOY Group company has and will continue to have (including after the expiry and termination of this Purchase Agreement or an Order, as the case may be) the rights as specified in this Purchase Agreement in and to the Product, granted or assigned under this Purchase Agreement (or any document or agreement made under or pursuant to this Purchase Agreement).

(b) The Supplier warrants that all Products delivered to the Purchaser shall be free from defects in material and workmanship, conform to the Specifications (if any) and be free from design defects and suitable for its intended purpose.

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

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

(e) All warranties shall survive acceptance and payment by the Purchaser in accordance with clause 8.2.

8.2 Warranty period and remedies

(a) The Supplier's warranties hereunder shall extend to any defect or nonconformity arising or manifesting itself within twenty-four (24) months after delivery to the Purchaser, or eighteen (18) months after delivery to the Purchaser's customers, whichever is the later. For repaired and replaced parts by the Supplier, a new warranty period according to the above shall apply.

(b) If any Product does not conform to any of the warranties in clause 8.1, the Purchaser may require the Supplier to immediately correct or replace such Product at the Supplier's risk and expense or refund the purchase price.

(c) Any sums due from the Supplier to the Purchaser in accordance with clause 8.2(b) above, shall be paid upon first demand by the Purchaser or, at the Purchaser's option, through set-off against amounts subsequently invoiced by the Supplier.

(d) The remedies stipulated in clause 8.2(b) above shall be in addition to any other rights and remedies available under law.

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

8.3 **Epidemic Failures**

If, during the warranty period, defects are reported in more than five (5) % of the total number of Products/units shipped in any consecutive thirty (30) day period ("**Epidemic Failure**"), the Supplier shall dedicate sufficient resources on a continuing basis, at its sole expense, to identify and eliminate the cause(s) of the Epidemic Failure and shall also, at the Purchaser's written request, replace or update all Products delivered to the Purchaser with the potential for such Epidemic Failure and reimburse the Purchaser for its commercially reasonable expenses relating to any recalls or related actions taken by the Purchaser. If replacement Products are not provided and/or an acceptable plan to resolve an Epidemic Failure is not provided to the Purchaser within thirty (30) days after it is reported, or such additional period as may be permitted by the Purchaser in its discretion depending on the nature of the Epidemic Failure, the Purchaser may terminate this Purchase Agreement without any liability to the Supplier for such termination. In the event of an Epidemic Failure, the Purchaser is entitled to request a refund or credit for the affected Products (and the Supplier shall provide such refund or credit on the Purchaser's request) and the Purchaser may also cancel any specific Order pertaining to the affected Product.

8.4 Spare parts

(a) During the term of this Purchase Agreement and for a minimum period of five (5) years after termination or expiration of this Purchase Agreement, the Supplier shall make compatible spare parts for all components of each of the Products available for sale to the Purchaser. The spare parts shall be available to the Purchaser at prices equivalent to the prices the Supplier offers to the Supplier's other customers for such spare parts.

(b) The Supplier warrants that the spare parts shall be free from defects in design, material and workmanship. This warranty shall apply for a period of twenty-four (24) months after delivery.

9 QUALITY ASSURANCE, AUDIT AND COMPLIANCE WITH LAWS

(a) The Supplier shall maintain applicable ISO standard certification and/or such other quality systems and procedures as may be agreed from time to time.

(b) The Supplier shall comply with the ASSA ABLOY sustainability program and processes as amended from time to time.

(c) The Supplier shall comply with the ASSA ABLOY Business Partner Code of Conduct and the applicable supplier handbook, as amended from time to time, which upon request by the Supplier shall be delivered by the Purchaser to the Supplier and to ensure compliance with such policies by any subcontractors appointed by the Supplier.

(d) For the purposes of monitoring compliance with this Purchase Agreement and the ASSA ABLOY Business Partner Code of Conduct, the Supplier shall, whether by prior arrangement or otherwise, allow access (or procure access) for the Purchaser and/or the Lead Purchaser and/or their agents and representatives to

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the Supplier's manufacturing premises and otherwise to the areas of its and its subcontractors production facilities related to the Products, as well as its quality assurance system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 PRODUCT LIABILITY

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

11 INDEMNITIES AND LIMITATION OF LIABILITY

11.1 General indemnification

Regardless of any other rights which the Lead Purchaser or the Purchaser may have under this Purchase Agreement or applicable laws, but subject to the limitations set out in clause 11.3 below, the Supplier shall defend, indemnify and hold harmless the Lead Purchaser and the Purchaser from and against any third party claims and against any cost, damage, liability, loss or expenses which the Lead Purchaser and/or the Purchaser incurs as a result of the Supplier's negligence or breach of warranty or representation or any other default under or in connection with this Purchase Agreement. This shall include, without limitation, compensation for any cost, expenses, loss or damage which a Purchaser incurs in connection with a product recall which the Purchaser reasonably performs because of the Supplier's failure to supply the Products in accordance with this Purchase Agreement or which otherwise are deemed defective.

11.2 Intellectual property rights indemnification

The Supplier shall defend, indemnify and hold harmless the Lead Purchaser, the Purchaser and any ASSA ABLOY Group company (as the case may be) against any incurred costs, damages, liabilities, losses or expenses, whether direct or indirect, arising out of or relating to any legal actions, claims or demands brought against the Lead Purchaser, the Purchaser or on ASSA ABLOY Group company by a third party based on the allegation that the Lead Purchaser's, the Purchaser's or ASSA ABLOY Group company's (or its subcontractors' or agents') possession, use or sale of the Products constitutes an infringement of the intellectual or industrial property rights of a third party.

11.3 Limitations

(a) Except for claims arising under clauses 11.2 above and 16 below, no party shall be liable under this Purchase Agreement for any loss of profit, indirect or consequential damage whatsoever. However, any direct damage or loss incurred by any company within the ASSA ABLOY Group as a result of this Purchase Agreement shall be considered a direct damage to and recoverable loss by the Purchaser.

(b) Regardless of the foregoing, nothing in this Purchase Agreement shall exclude or restrict a party's liability for gross negligence, fraud, wilful misconduct, death or personal injury. Any breach of the Data Processor Agreement and applicable laws on data protection by the Supplier shall always be regarded as gross negligence.

12 INSURANCE

The Supplier shall maintain comprehensive or commercial general liability insurance (including

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

13 DATA PROTECTION AND CYBER SECURITY

(a) To the extent the Supplier is processing personal data on behalf of the Lead Purchaser, the Purchaser and/or any ASSA ABLOY Group company under this Purchase Agreement, what is set out in the Data Processor Agreement shall apply.

(b) The Supplier shall maintain a comprehensive information security program, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguard consistent with best industry standards and ASSA ABLOY Group policy and requirements, that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or ASSA ABLOY Group data, including but not limited to personal information. The Supplier's information security program shall include business continuity and disaster recovery plans that are consistent with best industry standards. The Lead Purchaser and/or the Purchaser, its auditors, and regulators will be entitled to audit the Supplier's systems used for the provision of the Products in order to fulfil any legal or regulatory requirement. This right to audit shall also apply to all third-party providers utilized by the Supplier for the provision of the Products.

14 FORCE MAJEURE

(a) No party shall be liable to the other party for any delay or failure in performance due to an event of circumstances or occurrences which cannot reasonably be averted or controlled by the party concerned, however excluding power shortages and energy black-outs ("**Force Majeure**") and which substantially affects the performance of the obligations under this Purchase Agreement.

(b) If an event of Force Majeure occurs, a party's contractual obligations affected by the Force Majeure and the period for performing such obligations shall be extended, without penalty, for a period corresponding to the period the party is restricted by the Force Majeure event, provided that the party concerned has (i) without delay informed the other party about the Force Majeure event and the estimated duration and extent of disturbance to the services and (ii) taken all reasonable efforts to mitigate the effects of the Force Majeure.

(c) Regardless of the foregoing, if the Force Majeure is expected to last for more than two (2) weeks, or if the Supplier may not be able to meet an agreed delivery date, the Lead Purchaser or the Purchaser may terminate the Order concerned as well as any other Orders affected by Force Majeure that has not yet been delivered, with immediate effect. The Supplier shall not be entitled to any compensation for loss or damage as a result of such termination.

15 TERMINATION

(a) Unless otherwise set forth in this Purchase Agreement, this Purchase Agreement may be terminated (in whole or in part) by the Lead Purchaser at any time by giving three (3) months' notice to the Supplier and by the Supplier by giving six (6) months' notice to the Lead Purchaser. Any accepted and outstanding Orders shall remain unaffected by the termination unless terminated in accordance with the below.

(b) The Lead Purchaser may terminate this Purchase Agreement (including any Orders) and the Lead Purchaser or the Purchaser may terminate an Order, with immediate effect if:

(i) the Supplier commits a breach of a material obligation or performance under this Purchase Agreement or any Order, which, if capable of remedy, is not remedied within thirty (30) days of the Lead Purchaser or the Purchaser notifying the Supplier of said breach; or

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

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

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

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

(vi) the Supplier is in breach of the ASSA ABLOY Business Partner Code of Conduct and/or clause 13(b) and/or the Data Processor Agreement; or

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

(viii) there is a change of control of the Supplier, whereby fifty percent (50%) or more of the equity ownership of the Supplier becomes owned or otherwise controlled by any one person or group of persons acting in concert (not being the persons holding such shares or exercising such control at the date of this Purchase Agreement).

(c) The Supplier may terminate this Purchase Agreement with immediate effect if (i) the Lead Purchaser commits a breach of a material obligation under this Purchase Agreement which, if capable of remedy, is not remedied within thirty (30) days of the Supplier notifying the Lead Purchaser of said breach or (ii) the Lead Purchaser files, or has filed against it, a petition for voluntary or involuntary bankruptcy, is generally unable to pay, or fails to pay, its debts as they become due, makes or seeks to make a general assignment for the benefit of its creditors, applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business or becomes insolvent. The Supplier may terminate an Order if any of the circumstances set forth in (i) and (ii) above occur in respect of the Purchaser.

16 CONFIDENTIALITY

(a) Each party agrees that it shall not disclose any confidential information of the other party nor use any such information other than for purposes of performing its obligations and exercising its rights under this Purchase Agreement. "**Confidential Information**" means all non-public or proprietary information treated as confidential by a party to this Purchase Agreement, including, without limitation, any and all financial, technical, marketing, commercial, legal, production data or other information of whatever nature, irrespective of whether such information has been or will be disclosed in writing, verbally or in any other form, disclosed to the other party under this Purchase Agreement.

(b) Regardless of the above, the term Confidential Information shall not include any information which the party receiving the information can clearly establish by documented evidence (i) was at the time of disclosure to it, in the public domain; (ii) was after disclosure of it, published or otherwise becomes part of the public domain through no fault or breach of the receiving party; (iii) was known to the receiving party prior to such disclosure, without any undertaking towards a third party to keep such information confidential; (iv) was provided to it from a third party who had a lawful right to disclose such information to it and which was disclosed by such third party without any obligation for the receiving party to keep such information confidential; or (v) was independently developed by the receiving party without use of the Confidential Information of the disclosing party.

(c) Any party shall be entitled to disclose Confidential Information in response to a valid order of a court or any other governmental body having jurisdiction over the respective parties or this Purchase Agreement or if such disclosure is otherwise required by law or by any binding applicable stock exchange rules, provided that the party shall first, to the extent possible, notify the other party of the required disclosure and make reasonable efforts to reduce any damage to the other party resulting from such disclosure.

(d) Each party shall ensure that any person to whom the receiving party gives access to Confidential Information of the disclosing party will comply with the confidentiality requirements set out in these Terms. The receiving party shall be responsible for any breach of such confidentiality requirements by such persons.

(e) The Supplier shall upon termination of this Purchase Agreement, or upon written request from the Purchaser or the Lead Purchaser, immediately cease to use and return to the Purchaser or the Lead Purchaser, or destroy, all documents and data containing Confidential Information.

(f) The Supplier shall provide to the Purchaser or the Lead Purchaser as soon as practicable a written certificate stating that it has destroyed or returned to the Purchaser or the Lead Purchaser all documents and other property and performed all acts referred to in clause 16(e).

(g) The obligations in this clause 16 shall apply for the duration of this Purchase Agreement and for a period of ten (10) years thereafter.

17 MISCELLANEOUS

17.1 Assignment

The Supplier may not assign this Purchase Agreement, nor sub-contract its obligations hereunder, to any third party without the prior written consent of the Lead Purchaser. The Lead Purchaser shall be entitled to assign this Purchase Agreement or parts thereof, to any other ASSA ABLOY Group company and a Purchaser shall be entitled to assign any Order (to which it is a party) to any other ASSA ABLOY Group company.

17.2 Subcontracting

Any subcontracting by the Supplier in accordance with the provision of this Purchase Agreement may only be made to such subcontractors as has been

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approved in advance by the Purchaser in writing. Any such subcontracting shall not relieve the Supplier of any obligation or responsibility for the obligations so subcontracted. The Supplier shall thus be liable for any obligation or responsibility of the subcontracting party as if the Supplier had performed the obligations itself.

17.3 Public announcements

All press releases, public announcements or public relations activities by the Supplier with respect to this Purchase Agreement or the transactions contemplated herein shall be approved by the Lead Purchaser in advance of such release or announcement. The Supplier shall, however, not be prevented from, after reasonable consultation with the Lead Purchaser, disclosing such information which is required under applicable law, rules or regulations (including any applicable stock exchange regulations) or order of a competent court.

17.4 Set-off

The Purchaser shall be entitled to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable at any time by the Purchaser to the Supplier.

17.5 Survival

Expiry or termination of this Purchase Agreement does not affect a party's accrued rights and obligations at the time of expiry or termination.

17.6 Severability

If any provision of this Purchase Agreement or these Terms is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of this Purchase Agreement or these Terms and the remainder of the effective provisions shall continue to be valid. The parties agree to replace such a void or unenforceable provision by a provision that is valid and enforceable and that comes as close as possible to the common intention of the parties underlying the void or unenforceable provision.

17.7 Entire agreement

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

17.8 Amendments

Changes of, or amendments to, this Purchase Agreement shall be made in writing. Such changes or amendments shall be duly signed by the authorized representatives of the parties.

17.9 Waivers

A party's waiver of any of its rights under this Purchase Agreement must be in writing and duly executed by it. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.

17.10 Notices

Any notice permitted or required to be given to a party under this Purchase Agreement shall be in writing and sent to its address as set forth in this Purchase Agreement or to such other address as such party has provided the other in writing for such purpose. Notices may be sent by post, courier, e-mail or fax. Notices shall be deemed to have been duly given (i) on the day of delivery when delivered in person, by courier, email or fax and (ii) three (3) business days after the day when the notice was sent when sent by post. In each instance, however, excluding Saturday, Sunday and public holidays.

17.11 Governing law

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

17.12 Dispute resolution

(a) Any dispute, controversy or claim arising out of or in connection with this Purchase Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English.

(b) If there is more than one dispute, controversy or claim arising out of or in connection with this Purchase Agreement, and/or any other document made pursuant thereto, such disputes, controversies or claims, shall, unless deemed inappropriate by the arbitral tribunal in its sole discretion, be settled within the same arbitration proceedings, or, at least, by the same arbitrators.

(c) The information concerning any dispute, controversy or claim arising out of or in connection with this Purchase Agreement, including any arbitral award, shall remain confidential, save that a party may disclose such information if necessary to exercise its rights under this Purchase Agreement, any arbitral award or due to regulatory requirements.

(d) The United Nations Convention for the International Sale of Goods 1980 (CISG) shall not apply to this Purchase Agreement.

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Internal