

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

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

2. DELIVERY, ACCEPTANCE AND RETURNS

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

3. PAYMENT

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

4. GUARANTEE

- 4.1.** TALLERES DE ESCORIAZA, S.A. will repair any defect of the Products (or, at its exclusive discretion, will replace the Product affected) detected during the guarantee period resulting from defective material or manufacture. The Purchaser will take the appropriate measures to prevent any failure from further aggravation and all claims under the present guarantee will be made in writing (and without delay) within the maximum period of time of fourteen calendar days from the day of the failure detection or the notification of such failure during the guarantee period. The delivery of the replacement or of the repaired Products will be made in accordance with the delivery terms covered in the Contract and, in case of replacement, TALLERES DE ESCORIAZA, S.A. will recover the ownership of the defective Product subject of the replacement.
- 4.2.** The period of guarantee of the Products starts from the delivery date with a duration of two years (unless a different duration or date of termination is stated in the Particular Conditions). If the Products were ready for delivery but TALLERES DE ESCORIAZA, S.A. could not deliver them for reasons imputable to the Purchaser, the period of guarantee stated in this Clause 4.2 will commence from the date on which the delivery should have been made by virtue of the Contract.

- 4.3.** TALLERES DE ESCORIAZA, S.A. will not be responsible for any defect due to or occurred in connection with: (1) negligence or intent by the Purchaser or any third party; (2) use of any material, component, retrofit piece, accessory, tool, design or software that are not supplied as Products by TALLERES DE ESCORIAZA, S.A.; (3) works of assembly, installation or modification carried out incorrectly or deficiently; (4) normal usage; or (5) any use, service or operation of the Products that is not in accordance with the manuals, instructions or specifications provided by TALLERES DE ESCORIAZA, S.A., or is otherwise not compliant with the normal practice of the industry. The guarantee obligation of TALLERES DE ESCORIAZA, S.A. does not include the costs for assembly or disassembly, expenses, taxes or duties, in such a way that they will have to be paid by the Purchaser to TALLERES DE ESCORIAZA, S.A. when applicable. If the investigation of the guarantee of TALLERES DE ESCORIAZA, S.A. reveals that the Purchaser's guarantee claim is not applicable within the scope of these General Conditions, the Purchaser will be responsible for all the costs and expenses applicable in such inspection, of the components repaired or replaced and of any other service.
- 4.4.** This clause 4 contains the only guarantee applicable to the products and substitutes any other express or implied guarantee, obligation or legal liability related to them.

5. TALLERES DE ESCORIAZA, S.A.'S LIABILITY

- 5.1.** TALLERES DE ESCORIAZA, S.A. will not be responsible for any indirect, contingent, consequential or incidental damages, independently from its cause or circumstance (current as well as potential) or for the lost or damage (current as well as potential) caused by the unavailability of the Product, claims from the Purchaser's customers, punitive damages, interest costs, loss of profit or income, loss of reputation, withdrawal or re-installation not derived from the guarantee offered in the Contract or damages to any property (including assets owned by the Purchaser or, when applicable, by third parties).
- 5.2.** The total responsibility of TALLERES DE ESCORIAZA, S.A. in respect of the Purchaser by virtue of the Contract will, in no case exceed 100% of the price of the Contract.

6. ANTICORRUPTION CONTROL AND CODE OF CONDUCT

The Purchaser commits to respect TALLERES DE ESCORIAZA, S.A.'s policies in relation to anticorruption control and the code of conduct in force at every moment, in accordance with the **Annex**.

7. DATA PROTECTION

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

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

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

8. MISCELLANEOUS

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

8.2. TALLERES DE ESCORIAZA, S.A. reserves the right to modify unilaterally the present General Conditions, in such a way that they are incorporated into the Contract in its version in force when submitting the relevant purchase order.

9. APPLICABLE LAW AND JURISDICTION

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

ANNEX

1. ANTI-CORRUPTION AND EXPORT CONTROL

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

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

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

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

1.1 ANTICORRUPTION

The Purchaser declares and guarantees TALLERES DE ESCORIAZA, S.A. that:

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

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

1.2 EXPORT CONTROL

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

1.3 GENERAL PROVISIONS

1.3.1. The Purchaser agrees and commits to:

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

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

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

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

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

2. CODE OF CONDUCT AND TRAINING

2.1. The Purchaser hereby recognizes that he/she has been informed and has received a copy of the Code of Conduct o ASSA ABLOY, available on: <https://www.tesa.es/en/site/tesa/company/code-of-conduct/> (in its version if force at each moment, the “**Code of Conduct**”). The Purchaser declares and guarantees that he/she will comply with the duties derived from the Contract in strict compliance of the Code of Conduct.

2.2. The Purchaser undertakes that his managers, directors and employees involved in complying with the obligations of the Purchaser in accordance with the Contract will carry out the training related to the Code of Conduct, as may be required by TALLERES DE ESCORIAZA, S.A.