

1 General information and scope

1.1 The General Terms and Conditions (EVVA GTC) apply to all current and future business transactions, agreements, contractual relationships and pre-contractual relationships, declarations or other legally relevant or actual circumstances of the respective in connection with the Austrian companies of the EVVA Group, which are EVVA Sicherheitstechnologie GmbH, FN 120755g with its registered office in 1120 Vienna and any subsidiaries in Austria (hereinafter referred to as EVVA for short), or to them, even if this is not expressly referred to. General terms and conditions, contract templates, purchasing conditions, terms of service or comparable regulations of the customer, third parties or references to such regulations of the customer or third parties shall not apply even without express objection by EVVA. The customer is aware that EVVA supplies, performs or contracts exclusively in accordance with these EVVA General Terms and Conditions.

1.2 In addition to the EVVA General Terms and Conditions, other general regulations of EVVA may apply, such as the EVVA Licencing Conditions (EVVA General Terms and Conditions), any EVVA Purchasing Conditions for purchasing or the General EVVA Leasing Conditions for rental or leasing.

1.3 Amendments or deviations from these EVVA General Terms and Conditions shall only be effective if they are expressly confirmed in writing by corporate representatives and/or authorised representatives of EVVA in the number authorised to represent them for the respective individual case.

1.4 Services are further understood to be all services other than the mere sale/delivery of goods, in particular assembly services, locking technology door inspection and locking technology building planning, maintenance, service and fault interventions as well as consultancy services, order processing of personal data and software installation.

2 Prices and Payment

2.1 All prices quoted by EVVA are non-cartel and non-binding.

2.2 EVVA expressly reserves the right to make price changes.

2.3 The price for ordered goods or services shall be deemed to be the agreed price, which results from the respectively valid price lists of EVVA at the time of conclusion of the contract. Deviations from and additions to these price lists (e.g. also in the event that no price information is included in the price list for a product) must be made in writing. In the case of services, the prices to be paid by the customer are based on the price list, the product description and the service description or separate contractual provisions. Any travel costs and expenses will be invoiced at the respective travel rates specified by EVVA, unless otherwise agreed in the contract. All prices are in euros. Insofar as no VAT is shown or no information is provided in this regard, the amount shall be deemed to be the net price plus VAT at the respective statutory amount. EVVA reserves the right for entrepreneurs as customers to adjust prices for contracts with an agreed delivery time or a service date of more than two months from the order due to general cost increases that have occurred, such as due to tax increases, exchange rate fluctuations, wage cost increases due to law, regulation or collective agreement or material price increases on the world markets. If the increase is more than 10% of the agreed price above a mere inflation adjustment, the customer has a right of withdrawal within one month of notification of the price increase with regard to the goods or services affected by the price increase.

2.4 The costs for packaging, transport and shipping shall be borne by the customer. Any import or export fees incurred as a result of the transport or shipment as well as all other fees and duties shall be borne by the customer.

2.5 Unless expressly agreed otherwise in writing, the fee shall be due for payment immediately from the date of invoice and receipt of the invoice. EVVA is entitled to demand a down payment or advance payment. Interim invoices may be made at EVVA's discretion. The date and amount of the credit entry in EVVA's account shall apply to payment. In the event of late payment by the customer, as an entrepreneur, interest on arrears in the amount of 9.2 percentage points above the currently valid basic interest rate of the European Central Bank shall be deemed agreed, without

prejudice to EVVA's other rights, and the customer is obliged to pay the necessary and appropriate costs and expenses arising from the late payment, i.e. those extrajudicial collection and recovery measures and those costs, which are necessary for prosecution and are proportionate to the outstanding claim. If the customer is a consumer, interest on arrears of 4% per year shall be deemed agreed. In the event of late payment (including with regard to any advance payments, other payments not related to the specific business or the payment of partial invoices, etc.) by the customer - without prejudice to other rights - EVVA is entitled to withhold all deliveries and services while observing the remaining delivery period or to withdraw from the contract after a written reminder and the expiry of a two-week grace period. An expense allowance of 20% of the price or fee shall be deemed to have been agreed, irrespective of fault and damages, and shall not be deductible. The assertion of further claims for damages or other claims by EVVA remains unaffected. EVVA is entitled to retain the fulfilment of the contract and to deposit it in accordance with the legal provisions.

2.6 Additions to the customer's payment receipts are deemed not to have been set and are not taken into account due to electronic processing; EVVA expressly reserves the right to allocate the payment (to costs, interest, etc.).

2.7 If insolvency proceedings are opened against the customer's assets or a corresponding application is rejected due to a lack of assets to cover costs, or if there is a threat of insolvency or deterioration of a customer's financial position, all claims of EVVA against the customer shall become due immediately. Any discounts are not applicable and the EVVA list prices apply without deduction. In this case, EVVA is also entitled to demand advance payment or other security.

3 Reconciliation

3.1 The offsetting of any counterclaims against claims of EVVA and the assertion of a right of retention by the customer are excluded, unless the counterclaim or right of retention of EVVA is expressly recognised in writing or has been legally established. Any rights of retention are expressly limited to the respective partial delivery or service.

4 Offers, cost estimates, orders and conclusion of contracts

4.1 Offers and cost estimates from EVVA are non-binding and without obligation; no guarantee is given for the correctness of the cost estimate. Price lists, advertising, etc. from EVVA do not constitute acceptable offer(s).

4.2 Any orders placed by customers shall be deemed an offer to conclude the contract. As a company, the customer is bound to this for a period of 21 calendar days from the time of receipt of their declaration by EVVA or a longer performance period specified by them or until a later delivery or performance date. Acceptance of the order shall take place without obligation at EVVA's discretion within the period by sending a confirmation by post, fax, e-mail or other technical means (e.g. via Edifact) or by sending or keeping the ordered goods or services ready.

4.3 The information contained in any EVVA advertising material and the information provided upon acceptance of the order (e.g. illustrations, descriptions, dimensional, weight and performance data) are only authoritative if explicit reference is made to the obligation.

5 Shipping and transfer of risk

5.1 Insofar as shipping is agreed, this shall take place at EVVA's discretion using customary shipping methods (post, freight forwarder, rail, courier and parcel services, etc.), which shall in any case be deemed to be approved. For customers, as consumers, risk and chance pass with the handover of the goods to the customer; unless the customer has concluded the transport contract himself/herself, in which case risk and chance are transferred to the carrier upon handover. In the case of goods deliveries to customers, as entrepreneurs, risk and chance pass to the customer as soon as the goods are handed over to him or to the carrier. In this case, the customer is also entitled to claims against the carrier. Transport insurance can only be taken out by written order and at the customer's ex-

pense. Properly offered, provided or rendered deliveries and services must be accepted, otherwise acceptance will be delayed. Delay in acceptance by the customer has no effect on the due date of EVVA's receivables. The transfer of risk shall in any case take place at the latest when the delay occurs. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the latest at the time when the customer is in default of acceptance or debtor.

5.2 Deliveries (including of keys and locking system products) are generally made domestically by unregistered mail, whereby such shipment is deemed to have been expressly approved by the customer; a different shipment requires an express written instruction from the customer. EVVA reserves the right (without being obliged to do so) to ship certain products (in particular special keys) at its own discretion by registered letter only (or in a comparable way via a courier service). For shipping costs, please refer to point 2.4.

5.3 For shipments, the time of the transfer of risk is determined in accordance with Section 5.1. Risk and chance shall pass to the customer in the case of services with the provision of the respective service part by EVVA. For goods stored at the customer's premises, the time of transfer of risk shall also apply for installation and assembly services still to be provided, no later than the time of transfer of the goods to the customer's premises. EVVA is free to insist on acceptance by the customer for services, including the inclusion of an acceptance report.

6 Deliveries and delivery dates, retention of title, scope of services and provision of services

6.1 Packing units are only delivered in complete packages.

6.2 Agreed delivery and performance dates apply under the prerequisite of a normal operating procedure and start with the conclusion of the contract. Compliance with the delivery and performance deadlines requires the timely and proper fulfilment of the customer's obligations and that the customer fulfils its essential contractual and agreed payment obligations. EVVA reserves the right to partial deliveries. Strikes, cases of force majeure, material procurement difficulties and operational disruptions that are not within EVVA's direct sphere of influence release EVVA from adherence to promised deadlines. If the problem with adherence to any deadline is not within EVVA's immediate sphere (e.g. delays with upstream suppliers) and an end cannot be estimated, EVVA is entitled to declare withdrawal from the contract. EVVA's failure to comply with agreed delivery or performance deadlines entitles the customer to withdraw from the contract after setting a reasonable grace period of at least 4 weeks in writing.

6.3. The exact scope of EVVA's services is specified in the applicable product description and in the respective service description. If, in individual cases, technical specifications have been prepared and approved by EVVA, the service description in the technical specifications takes precedence over the general product descriptions in the event of discrepancies.

6.4 Unless otherwise agreed in writing, EVVA shall provide services during EVVA's normal business hours. If a separate service agreement has been concluded with the customer, the respective provisions of the service agreement apply to response and service provision times (working hours). Insofar as EVVA provides an automated service as part of the service, this is generally also available outside normal business hours. As part of the provision of services, unavoidable events for which EVVA is not responsible as well as maintenance work necessary for operation may result in unavoidable interruptions.

6.5 The customer must provide EVVA with all information required to determine the scope of services in a timely, complete and correct manner. EVVA is not obliged to check that the customer's information is complete or correct. If the customer's requirements change before or during the provision of services by EVVA or if the customer's information provided for determining the scope of services proves to be incorrect or incomplete, EVVA is free to propose changes to the scope of services, the modalities of the provision of services (possibly associated with changes in costs) and to submit a corresponding offer. If the customer does not agree to a change corresponding to the offer and EVVA's legitimate interests are impaired without this change (in particular in the case of unsatisfactory security solutions), EVVA is entitled (but not obliged) to withdraw from the

provision of services and to invoice the services already provided (pro rata) including internal planning expenses and the products manufactured or purchased for the customer. If, despite corresponding instructions from EVVA, the customer adheres to the originally agreed offer and/or if the unsatisfactory security solution is implemented by EVVA, the customer shall hold EVVA harmless for all resulting damages.

6.6 Services provided by EVVA that are used by the customer in excess of the originally agreed scope of services shall be remunerated by the customer according to the actual expenditure at the respectively valid rates of EVVA (or according to a separate agreement). This includes, in particular, services outside EVVA's normal business hours, the analysis and elimination of malfunctions and errors that have arisen, for example, due to improper handling or operation by the customer or other circumstances for which EVVA is not responsible, and service extensions.

6.7 Until all claims of EVVA have been paid in full, regardless of the legal basis, all goods remain the property of EVVA. Any transfer (whether for a fee or free of charge) or sale, pledging, transfer as security, rental or other transfer of the goods without the written consent of EVVA is prohibited. In the event of executive access to the goods owned by EVVA, the customer must inform EVVA and the accessing third parties of EVVA's ownership in writing without delay. The customer must always inform EVVA of the exact retention of the property belonging to EVVA. In the event of delay or deterioration of the customer's economic situation or the emergence of risks, EVVA is entitled, but not obliged, to demand surrender from the customer without any objection arising from the underlying transaction, despite any outstanding payment term. If the goods are processed before payment, EVVA shall be entitled to co-ownership of the item resulting from the processing in proportion to the value of the goods subject to retention of title in relation to the other processed goods at the time of processing. The customer is obliged to keep the goods in proper condition during the retention of title period and to have any necessary repairs or services carried out immediately in consultation with EVVA.

7 Customer's obligations to cooperate and provide

7.1 The customer shall appoint professionally qualified contact persons to EVVA in good time who can provide EVVA with information on questions relevant to the provision of the service. The customer shall ensure that these contact persons are adequately available to EVVA during the preparation and implementation phase of the service.

7.2 The customer must support all measures required for the provision of the services by EVVA. The customer shall take all measures necessary for the performance of the services by EVVA in a timely and complete manner. This applies in particular to all activities and preparatory actions that are not included in EVVA's scope of services. The customer shall ensure that EVVA and/or the third parties commissioned by EVVA for the provision of the Services receive the necessary access to the premises or technical environments (e.g. server) at the customer's premises. The customer is responsible for ensuring that any employees or third parties involved in the performance of the contract cooperate accordingly in the performance of the contract by EVVA.

7.3 If services are provided on site at the customer's premises, the customer shall provide the components, connections, power supply, emergency power supplies, installation space for systems, workstations and infrastructure required for the provision of the services by EVVA to the required extent and quality free of charge. The customer is not entitled to give EVVA employees any instructions whatsoever and will solely request all requests regarding the provision of services from the responsible contact person (project manager) appointed by EVVA.

7.4 The customer must provide EVVA with all information, data and documents required by EVVA for the performance of the Services on the agreed dates and at its own expense and, on request, support EVVA in problem analysis and troubleshooting, coordination of orders and coordination of the Services. Changes in the customer's work processes that may cause changes in the services to be provided by EVVA to the customer require the prior consent of EVVA. Any additional costs incurred as a result must be borne by the customer.

7.5 The customer shall fulfil all of its obligations to cooperate in such a timely manner that EVVA is not hindered in the provision of the services.

This also applies in particular to the necessary preparatory work (e.g. third-party construction work, preparation of the server environment, etc.). Third parties used by the customer as part of its obligations to cooperate (in particular for preparatory work) are attributable to the customer.

7.6 If the customer fails to fulfil its duties to cooperate on the agreed dates or to the intended extent, the services provided by EVVA shall nevertheless be deemed to have been provided in accordance with the contract/properly and without defects, despite possible restrictions. In this case, schedules for the services to be provided by EVVA are postponed to an appropriate extent, taking into account EVVA's human resources. The customer shall compensate EVVA separately for any additional expenses and/or costs incurred as a result at the rates applicable at EVVA and shall indemnify EVVA against any claims by third parties.

7.7 The customer shall ensure that its employees and the third parties attributable to it, the facilities and technologies used by EVVA, as well as any items entrusted to it, are handled carefully; The customer shall be liable to EVVA for any damage arising in this context.

7.8 Unless expressly agreed otherwise in writing, the provision and co-operation of the customer (employees, third parties) shall in any case take place free of charge.

7.9 Necessary approvals from third parties, in particular necessary works agreements or other labour law approvals on the part of the workforce, as well as reports to the authorities, fire protection assessments or approvals by the authorities must be arranged by the customer at its own expense.

8 Complaints, warranty and compensation

8.1 EVVA provides a warranty only for the expressly guaranteed properties of the goods and for normally assumed properties, but not for the suitability of the goods for specific purposes of the customer.

8.2 The delivered goods must be checked immediately upon receipt by the customer for completeness, correctness and freedom from defects. This applies mutatis mutandis to services and other services provided by EVVA. Complaints in the event of proper inspection of recognisable defects must be notified to EVVA immediately upon delivery by a note on the delivery note/after performance of the service by verifiable notification in the event of other loss of claim and fiction of approval (obligation to notify in accordance with sec. 377 UGB). Despite proper inspection, defects that cannot be detected must be reported in writing immediately after discovery, stating EVVA's invoice number. In the event of any other loss of claim and fiction of approval, this must be reported within 8 calendar days at the latest.

8.3 The statutory warranty provisions apply to consumer transactions.

8.4 The existence of a defect does not entitle the customer to raise the defense of non-performance of the contract, to modify the agreed payment terms or to remedy or have the defect remedied themselves. The customer is obliged to allow EVVA to detect defects immediately. EVVA shall, at EVVA's discretion, be given the opportunity to make at least two improvement attempts or to replace the component within a reasonable period of time. Price reductions are excluded if improvement or replacement is possible. If the customer, due to the expenses required for the purpose of the improvement, in particular transport, travel, labour and material costs, claims, these are excluded insofar as the expenses increase because the delivery of goods has been brought to a place other than the customer's registered office. The warranty period and recourse period for all deliveries or services by EVVA to contractors is twelve months from delivery or service and must be asserted in court within this period if necessary. A warranty beyond this period shall not take place, any deficiencies only become apparent later. The customer is obliged to provide proof of the existence of a defect. If EVVA's customer has to provide a guarantee to its contractual partner, recourse to EVVA shall be excluded in any case if (i) the obligation to notify has been violated, and/or (ii) the customer has not informed EVVA in writing and threatened recourse within no more than three days of becoming aware of the contractual partner's warranty claim and the defect. EVVA shall always be entitled to rectify the defect in the event of any other loss of recourse. Any right of recourse of the customer as a reseller pursuant to Section 933b of the German Civil Code (ABGB), which has provided a

guarantee to a consumer, is excluded. The statutory warranty provisions apply to consumer transactions.

8.5 EVVA shall not be liable for damages, including consequential damages due to defects, on any legal basis whatsoever, insofar as this is based on slight negligence. Loss of profit is only compensated in the event of intent. Any claims of entrepreneurs are (i) with the corresponding application of the above provisions on the obligation to notify and (ii) subsequently assert legal claims in the event of other losses within twelve months of delivery or performance. EVVA can exempt itself from claims under the German Product Liability Act by specifying the manufacturer or upstream supplier in good time. Any recourse claims are only justified if the error is caused by EVVA or is at least due to gross negligence and if the damage is foreseeable and typically occurs. EVVA assumes no liability for damage of any kind resulting from improper installation, improper operation or use of an EVVA product for other than its intended purpose. Furthermore, EVVA assumes no liability for malfunctions caused by malfunctions of third-party products or services, the use of which is a prerequisite for the functioning of an EVVA product (e.g. mobile network for the AirKey product).

8.6 Unless otherwise stipulated by law, all claims of the customer shall in any case expire no later than 36 months after the transfer of risk. The aforementioned deadlines (in particular of points 8.4. to 8.5.) are not extended by this point 8.6.

8.7 If modifications have been made to the product by persons other than EVVA or professional companies authorised by EVVA for this purpose, or if the defect or damage is based on provisions or cooperation by the customer or third parties attributable to the customer, all warranty and liability of EVVA shall lapse. This applies in particular to damage resulting from natural wear and tear or improper or other faulty handling, for example if EVVA products are exposed to chemical, electrochemical or electrical influences or if unsuitable equipment is used or improper preparatory work takes place.

8.8 The customer shall support EVVA in the rectification of any defects, provide all necessary information and work to reduce the damage.

8.9 Contractual penalties at the expense of EVVA require the express written consent of representatives of the corporate body or authorised representatives in numbers authorised to represent them in order to be valid.

8.10 Any warranty commitments from third-party manufacturers must be asserted by the customer directly against the third-party manufacturer. EVVA does not accept these guarantees to the customer.

8.11 The cumulative assertion of several claims by the customer or the assertion of other claims to obtain an excluded or limited warranty or liability is excluded.

8.12 Insofar as EVVA merely brokers services or products of third parties, EVVA shall not assume any liability for the third party or the products and service provision by the third party, with the exception of gross negligence or intentional selection negligence.

8.13 The equipment supplied and services rendered only offer the level of safety that can be expected on the basis of approval regulations, operating and operating instructions, supplier regulations and other information provided. EVVA assumes no liability for incorrect assignment of locking authorisations or their consequences. The customer is responsible for checking the correctness and compliance with their own security standards.

8.14 The obligation to update pursuant to sec. 7 VGG (Consumer Warranty Act) in conjunction with sec. 1 (3) VGG is excluded in its entirety, unless otherwise expressly agreed. With regard to updates, only the agreements between the contracting parties in this regard shall therefore apply.

9 Confidentiality, data protection and AI

9.1 For the duration of its contractual relationship with EVVA, the customer shall have access to any business and trade secrets, knowledge, information and documents, in particular any passwords, codes, etc. required to use EVVA's products and services. to treat them as confidential and to keep them confidential, as well as not to make them accessible to third parties or otherwise use them without the prior written consent of EVVA. This obligation shall remain in force even after the termination of the contractual relationship.

9.2 EVVA is entitled, within the scope of the purpose of the contract with the customer, to process the personal data entrusted to it in compliance with the data protection provisions or to have it processed by third parties. Information on data protection rights can be accessed at any time in the EVVA data protection declaration at www.EVVA.com.

9.3 If artificial intelligence (AI) systems are used as part of EVVA's products or services, their use (if applicable) is in accordance with Regulation (EU) 2024/1689 on artificial intelligence. EVVA ensures compliance with all legal requirements, in particular with regard to security, transparency and data protection.

10 Returned Goods

10.1 Returned goods - at the customer's expense - of any kind will only be accepted if agreed in writing. Separately manufactured items and custom-made products on request are generally excluded from return. In the event of a return of goods, EVVA shall issue a credit note on the following basis, unless otherwise agreed: with a 25% deduction if the goods and the associated packaging are in perfect and resalable condition; with a 30% deduction if the goods are in perfect condition but need to be repackaged; with a 50% deduction if the items need to be cleaned or overhauled but are otherwise flawless. Remuneration for returned goods can only be deducted from current invoices if an express (written) credit note has been issued by EVVA.

11 Rights of use of software and documents

11.1 Insofar as EVVA provides the customer with EVVA software or enables the customer to use EVVA software as part of the services, the customer is entitled to the non-exclusive, non-transferable, personal, non-sublicensable right, limited to the term of the contract, to use the software used in unchanged form.

11.2 The EVVA licence conditions (EVVA-ALB) apply in full to EVVA software. Any deviating written licence agreements of EVVA take precedence over the EVVA General Terms and Conditions.

11.3 For third-party products, the licence conditions of the respective manufacturer apply. EVVA therefore does not grant the customer its own licence rights to such products. The customer's rights of use and claims are based exclusively on the licence conditions of the respective manufacturer. EVVA assumes no warranty or liability of any kind for software in third-party products.

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

11.5 Services not covered by the right of use are in any case:

- ▶ Individual program adaptations or reprogramming
- ▶ Program changes due to changes in legal requirements if they require a change in program logic.
- ▶ for customers, as entrepreneurs, a barrier-free design, e.g. in the sense of the Federal Act on the Equality of Persons with Disabilities (Bundes-Behindertengleichstellungsgesetz - BGStG), the Federal Act on Barrier-Free Access to Federal Websites and Mobile Applications (Web-Accessibility-Gesetz - WZG) or the Federal Act on Accessibility Requirements for Products and Services (BaFG), which entered into force on 28 June 2025

- ▶ Elimination of faults caused by the customer or third parties
- ▶ Loss or damage directly or indirectly caused by the customer's or user's acts or omissions during operation;

12 Place of payment and performance, choice of law, place of jurisdiction, contract language, services and other

12.1 The place of payment and performance shall be EVVA's registered office, unless expressly agreed otherwise in writing.

12.2 Austrian substantive law shall apply. Collision, reference standards and UN Convention on Contracts for the International Sale of Goods do not apply. The contract language is German. For all disputes between EVVA and the customer as a company, including the validity of this Jurisdiction Agreement, the contracting parties agree on the exclusive place of jurisdiction of the competent court at EVVA's registered office.

12.3 All agreements, subsequent amendments, supplements, ancillary agreements, the applicability of ÖNORMS, EN standards, etc. must be made in writing in order to be valid. The same shall apply to a departure from this formal agreement. Silence on the part of EVVA does not constitute consent.

12.4 Should provisions of these EVVA General Terms and Conditions be or become invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of the remaining provisions. In this case, one of these provisions that comes as close as possible to the economic result and is not invalid, void or unenforceable shall be deemed to have been agreed.

12.5 Any legal succession on the part of the customer requires the express written consent of EVVA, provided that this does not occur ex lege (e.g. in the event of death). Rights and obligations arising from the agreements apply to several customers on an undivided basis. EVVA can use all or individual customers at its discretion.

12.6 Notifications to the customer shall be deemed to have been received if they were sent to the last known delivery or billing address. Declarations to EVVA must be addressed to the respective company headquarters. If declarations are sent to EVVA electronically or in any other way, they shall only be deemed to have been received upon actual knowledge by the bodies authorised to represent EVVA externally. The burden of proof for access lies with the customer.

12.7 The customer as an entrepreneur shall refrain from contesting agreements concluded with EVVA or declarations made to EVVA - of any kind whatsoever - for any reason whatsoever, such as due to error, shortening by more than half, or demanding adaptation.

12.8 Any fees and charges incurred upon conclusion of agreements between EVVA and the customer shall be borne by the customer.

12.9 Headings are only used in these EVVA General Terms and Conditions for the sake of simplification. These do not limit the scope of the regulations listed in each case

13 Special information on the consumer business

If the customer is a consumer, any more favourable provisions of the Consumer Protection Act (KSchG) and the Consumer Warranty Act (VGG) that are mandatory for consumers remain unaffected by these GTC. In this case, the relevant provision in the General Terms and Conditions is superseded in the strictly necessary area, but otherwise remains in place.