

# ASSA ABLOY Sicherheitstechnik GmbH Special Conditions for Resellers

## Preamble

The products offered by ASSA ABLOY Sicherheitstechnik GmbH, including under the brands 'IKON' and 'effeff', (hereinafter 'ASSA ABLOY products') are characterised by the highest levels of quality, product benefits, prestige and reputation. Their selection, configuration and use is also subject to stringent technical requirements. In view of the above and to maintain and support the image of the brands, the resale of ASSA ABLOY products should preferably take place in a retail store and with the provision of sound expert advice. To ensure that the ordering party provides purchasers with sufficient advice and information in the case of online sales and to protect the strong brand image of the ASSA ABLOY products, the resale of ASSA ABLOY products via the internet is subject to the following

## Special Conditions

1. ASSA ABLOY Sicherheitstechnik GmbH shall solely supply companies that not only have online sales but also operate a retail store in which they sell ASSA ABLOY products.

2. If, in addition to its retail store sales, the ordering party also sells ASSA ABLOY products online, the following requirements shall apply:

- Even when first advertising the products, the ordering party must be identifiable by the purchaser as a sales partner for ASSA ABLOY products. The website must be designed so that the homepage instantly encourages the purchaser to visit the retail store to view the ASSA ABLOY products and receive expert advice on these from the ordering party's sales staff. The ordering party's homepage must clearly indicate that the website belongs to the distributor and is used – in addition to the sales in the retail store – to sell ASSA ABLOY products. Both the address and the contact details for the ordering party's retail store must be easy to find and clearly legible.
- The structure used by the ordering party's website for presentation purposes must be visually appealing and formal.
- The ordering party's website must be of high quality. In particular, the presentation, environment, name and overall image of the website must comply with the high quality features and well-respected brand image of ASSA ABLOY products.
- The trustworthiness of the ordering party's website must be evidenced by means of a 'Trusted Shops' stamp or a comparable alternative form of certification.

- Excellent service must be offered on the website with regard to the ASSA ABLOY products. This shall include but not be limited to a user-friendly structure, fast page loading and the provision of comprehensive information about the products. In all events, the information contained in the latest ASSA ABLOY catalogue must be provided for each product. Rapid delivery of the ordered goods must be guaranteed.

- To ensure clear brand management on the ordering party's website, there must be a clear differentiation between the presentation of products from other brand manufacturers (competitor products) and the presentation of ASSA ABLOY products. Furthermore, the area of the ordering party's website in which ASSA ABLOY products are advertised must be clearly separated from the areas that advertise no-name products and other lower quality products as the quality level and image of ASSA ABLOY products are incongruous with these.

- The secure nature of the payment process must be evidenced by means of a PayPal stamp or equivalent alternative.

- Consumers must be provided with a telephone number on which they can contact qualified personnel at least eight hours per day, Monday to Friday.

- The present formats used by eBay, comparable auction websites or online mail-order companies (e.g. Amazon) do not fulfil the above requirements and sales via such media are therefore prohibited.

3. The websites of any ordering parties that also sell products online must comply with legal requirements.

4. If the non-fulfilment of any of the requirements established in these Special Conditions is not rectified despite a warning or is repeated, we retain the right to cease deliveries to the sales partner in whole or in part. In serious cases or in the event of the non-compliance with essential provisions of these Special Conditions, we shall be entitled to cease deliveries without any previous warning.

5. These Special Conditions shall be valid until new Special Conditions are published. Our current Terms and Conditions of Sale and Delivery shall also apply.

ASSA ABLOY Sicherheitstechnik GmbH  
(Status 1st December 2011)