

February 2022

GENERAL TERMS AND CONDITIONS OF DELIVERY

KEYNIUS PRODUCTS, SOFTWARE
& RELATED SERVICES

Smart locking solutions. Unlock a thousand possibilities
to make your locker wall *smart*.

 **Keynius**
smart locking reinvented

1 General terms of delivery Keynius

1.1 Offer and applicability

- 1.1.1 Keynius sells and delivers hardware (components) and software for (smart) locker walls to dedicated partners (hereinafter: Partner(s)) and wants to deliver not only good products, but also optimal support. In short, the products and services supplied by Keynius make the Partner's locker wall 'smart'.
- 1.1.2 These General Delivery Terms and Conditions (hereinafter: General Delivery Terms or Terms and Conditions) apply to all offers, quotations, legal relationships and agreements whereby Keynius B.V. (hereinafter: Keynius) delivers products and/or services of any nature to its Partner. These products and/or services may concern components for (smart) locker walls, hardware and/or software (whether standard, cloud-based or SaaS) of any kind and related services.
- 1.1.3 Deviations from these Terms and Conditions are only valid if they have been agreed in writing in advance. The applicability of Partner's (general) terms and conditions is expressly rejected.
- 1.1.4 Regardless of its form, the order confirmation always states which products and/or services the Partner will purchase from or via Keynius, and the choice that the Partner has made from the available range of Keynius.

1.2 Prices

- 1.2.1 All prices are exclusive of turnover tax (VAT) and other government levies/taxes. Quoted prices are only binding if indicated in writing by Keynius. The prices given only apply to the products and/or services specified.
- 1.2.2 Changes in wages or cost prices of raw materials/materials which occur after three months after the agreement has been entered into may be charged by Keynius to the Partner. Keynius shall always inform the Partner thereof in writing and in advance.
- 1.2.3 In the case of an agreement involving periodic payments to be made by the Partner, for example as a result of maintenance, support or a subscription (such as for the purchase of Keynius software), these shall be paid in advance, i.e. before the commencement date of the new period. Keynius is entitled to increase prices or rates with due observance of the price agreements made and/or to introduce annual indexations. Such periodic payments are to be made in advance or on an invoice basis (monthly, annually or for another period agreed in writing) with a payment term expiring before the (new) subscription period commences.

1.3 Payments

- 1.3.1 Unless it concerns subscriptions which have to be paid before the start of a (new) subscription period, all invoices shall be paid by Partner in accordance with the payment conditions stated on the invoice and within a payment term of (at the latest) thirty (30) days after the invoice date.
- 1.3.2 Payment deadlines are binding and final. As of the due date, the Partner will be in default. Keynius may then terminate the agreement with immediate effect out of court without any further notice of default or warning. In that case, the Partner shall also owe statutory interest on the outstanding amount.
- 1.3.3 The Partner is not entitled to deduct, withhold, create a counterclaim or set off (the payment of) invoices of Keynius or amounts owed to Keynius, unless the Parties have agreed otherwise in writing.
- 1.3.4 If Keynius has to outsource outstanding invoices for collection, the Partner shall also owe all reasonable (extra)judicial costs of Keynius.
- 1.3.5 In the event of non-payment, late payment or incomplete payment, Keynius may always suspend its deliveries, activities and services without being liable for compensation.

1.4 Delivery times

- 1.4.1 All (delivery) periods stated and/or agreed by Keynius are established by Keynius on the basis of the information known to it. Such periods are always indicative, unless agreed otherwise. Keynius shall in all cases do its best to achieve the stated period.
- 1.4.2 Although Keynius cannot guarantee that third parties will meet their delivery deadlines, it does its best to deliver everything on time.
- 1.4.3 If an agreed delivery date may not be (fully) met, Keynius shall always look for a suitable solution (temporary or otherwise) in consultation with the Partner. Keynius may make partial deliveries and shall always consult with Partner about the possibilities.

1.5 Ownership, retention of title and risk

- 1.5.1 All tools, (technical) drawings, designs, models, stamps, moulds, prototypes and other items used/used by Keynius for the performance of the agreement will remain its property.
- 1.5.2 All products delivered to a Partner remain the property of Keynius until all invoices owed by the Partner have been paid in full.
- 1.5.3 The risk of loss of or damage to products and/or services which are part of the agreement will pass to the Partner as soon as they are actually placed at the disposal of the Partner (or a vicarious agent engaged by the Partner). Partner may collect the products from Keynius' warehouse, from which point onwards the responsibility and further costs shall be borne by Partner, or it may be Delivery At Place (DAP): Keynius will then ship products to the location of the Partner, with all shipping and transport costs, such as import duties, customs clearance and insurance costs, being borne by Partner. This will be specified in the agreement.
- 1.5.4 Keynius shall charge said shipping/transport costs to Partner, if applicable.

1.6 Intellectual property rights

- 1.6.1 All intellectual property rights - including but not limited to copyright, patent, trademark, trade name and design rights - to the products and services developed and delivered under the agreement, and all related materials and documentation, including (technical) drawings, designs, sketches, scripts and preparatory materials, are and will remain the exclusive property of Keynius or its licensors. The Partner acquires a non-exclusive right of use (licence) subject to the conditions of the agreement.
- 1.6.2 If products and services provided to the Partner contain trade secrets of Keynius or its licensors, this will be mentioned and the Partner will respect it. The Partner shall not disclose or give the content to third parties and shall only use it for the purpose for which the information has been made available.
- 1.6.3 The Partner may not remove or modify any markings that refer to the company, service or product name(s) and/or the logo(s) of Keynius or its licensors, regardless of whether they are registered or not. Furthermore, the Partner shall not remove, evade or circumvent any (technical) security features. The Parties may make separate arrangements about Keynius' name being stated on and with the (hardware and software) products/services offered by the Partner and the marketing in this regard, which arrangements shall be laid down in the agreement.
- 1.6.4 Partner processes the products and/or services supplied by Keynius into its own products and services and fully guarantees this to the end users with whom Partner concludes agreements. Only Partner supplies its products and/or services, which may include products and/or services of Keynius, to end users.

Partner indemnifies Keynius against claims by end-users that products or services supplied by Partner infringe rights of third parties, including intellectual property rights.

- 1.6.5 Keynius indemnifies the Partner in their mutual relationship against claims by third parties that products or services provided by Keynius infringe the intellectual property rights of those third parties. If such a claim arises, Partner shall settle it primarily in consultation with Keynius, unless agreed otherwise. If either of the Parties needs a power of attorney or proxy, this will be granted on first request. The indemnity will lapse if the Partner itself makes changes to the products or services supplied by Keynius.

1.7 Warranty

- 1.7.1 Keynius guarantees the quality of the products and services it provides under the agreement. It provides a guarantee in accordance with the statutory guarantee provisions and is always ready to assist the Partner if there are problems or defects with a product or service, subject to the specific agreements between the Parties on the supply of software, which is supplied 'as is' and first and second line support. Only if a delivery is made directly via a third party and the terms and conditions of that third party apply, is this excluded from the guarantee arrangement.
- 1.7.2 If the Partner experiences problems or defects in the delivered products or services, the Partner shall inform Keynius immediately after discovery and indicate the problem or defect, with or without photographs.
- 1.7.3 The Partner is not entitled to any warranty:
- a. In the event of incorrect or improper use of the products or services and/or failure to follow the instructions for use (including instructions relating to climate/temperature levels, air humidity and cleaning instructions);
 - b. With natural wear;
 - c. In case of external causes such as fire or water damage;
 - d. In the event of unforeseen or changed government instructions which directly affect the use of the product or service and which mean that Keynius cannot be held to the guarantee;
 - e. If the Partner has obtained products or services directly from a third party - whether or not with the intervention or mediation of Keynius - and its terms and conditions apply to those products or services and the delivery thereof;
 - f. In the event of assembly, installation or the undoing thereof by a party other than Keynius;
 - g. In the event of the use of materials or items that have been used on the instructions or at the request of the Partner;
 - h. If Partner (or any third parties engaged by it) has made changes to the products or services or has carried out repairs on its own initiative or had them carried out by third parties;
 - i. In case of damage caused by intent or gross negligence by the Partner or by third parties engaged by the Partner;
 - j. If the Partner fails to meet its payment obligations.
- 1.7.4 If the guarantee applies, Keynius can send a new product. The assembly of the new product shall always be carried out by the Partner itself, with due regard for the prescribed instructions.

1.8 Third party products and/or services

- 1.8.1 Keynius provides products and services which may also include or form part of products or services of third parties. Whether this is the case follows from the agreement and/or the applicable SLA. Furthermore, the provisions of Chapter 4 of these Terms and Conditions shall also apply.
- 1.8.2 If the agreement and/or SLA states that products and services of third parties are delivered through the intervention of Keynius, for which the Partner directly accepts its terms and conditions, the third party guarantees the nature and quality of those products and services and their (timely) delivery.

1.9 Liability

- 1.9.1 Only Partner shall be liable towards its end users in accordance with Article 1.6.4 and shall be obliged to agree on an appropriate liability arrangement with such end users.
- 1.9.2 Keynius' total liability to Partner for an attributable breach of contract or otherwise is limited to compensation for direct damage up to a maximum of the price stipulated (and paid) for the agreement with the Partner (excluding VAT). If the agreement is primarily a continuing performance agreement with a term of more than one year, the stipulated price referred to above shall be set at the total of the fees (excluding VAT) stipulated for one year. In that case, a link will be sought to the fee paid by the Partner to Keynius in the year preceding the harmful event. In no event, however, shall the total compensation for direct damage exceed € (25.000) twenty-five thousand euros).
- 1.9.3 Direct damage is exclusively understood as
1. the reasonable costs incurred by the Partner, in agreement with Keynius, to have the performance of Keynius comply with the agreement. However, this damage will not be compensated if the Partner has dissolved the agreement or if Keynius has been able to repair, replace or re-perform the products or services supplied which are defective, other than as a result of causes attributable to the Partner;
 2. the reasonable costs incurred in accordance with Keynius in determining the cause and extent of the damage, insofar as the determination relates to direct damage;
 3. the reasonable costs incurred in accordance with Keynius to prevent or limit damage, to the extent that the Partner demonstrates that these costs have resulted in a limitation of the direct damage within the meaning of these Terms and Conditions.
- 1.9.4 The liability of Keynius for indirect damage, including but not limited to consequential damage, loss of turnover, loss of profit, damage due to loss or mutilation of data (files) and data, missed savings, damage due to business stagnation and damage due to failure of a business process or an administrative organisation or due to exceeding a deadline is in all cases expressly excluded. Keynius is also not liable for the actions or omissions of third parties in respect of products and services which those parties provide directly to the Partner, subject to their applicable terms and conditions.
- 1.9.5 For a successful appeal to liability, a Partner must give Keynius immediate and detailed written notice of default and allow it a reasonable period in which to remedy the breach. If Keynius then continues to fail imputably, it will be liable in accordance with Article 1.9.2. However, the Partner will then also have to demonstrate and substantiate its damage, as well as the extent and amount thereof.

1.10 Cooperation by the Partner

1.10.1 Keynius shall support the Partner in accordance with the agreements made and provide relevant information where necessary for the performance of the agreement. The Partner shall also provide Keynius with all information and cooperation required for the proper performance of the agreement, and vice

versa, in a timely manner. If such information or cooperation is not provided although it is relevant to the performance of the agreement, Keynius is entitled to suspend the performance of the agreement (temporarily or otherwise). If (extra) costs arise as a result, Keynius may charge them to the Partner.

1.10.2 If, in an exceptional case, employees of Keynius (or third parties called in) work at the Partner's location, the Partner shall ensure that they have access to facilities free of charge, such as a workspace with telecommunication facilities, which are necessary to perform the agreed work.

1.11 Returns and stockholding

1.11.1 If the Partner wishes to return a product, it shall first contact Keynius for consultation. Keynius will then always consider the situation and the possibilities. Unless mandatory law provides otherwise, Keynius is not obliged to accept returns from the Partner. The risk of returned products (or parts) remains with the Partner until they have been credited by Keynius and/or the parties make other arrangements.

1.11.2 Depending on the volume agreements that the Parties have made and the agreements that Partner anticipates making (or being able to make) with its end users, Partner is obliged to maintain sufficient stock to the best of its ability. The stock level will be determined in mutual consultation, based on, among other things, the forecasts of Partner. Keynius Products that have been specifically marked with a name/logo for Partner will not be kept in stock by Keynius.

1.12 Force majeure

1.12.1 The Parties are not required to perform their obligations if they are prevented from doing so as a result of force majeure as defined by law. This expressly includes a non-attributable failure of third parties/suppliers of Keynius or third parties engaged by it. If a situation of force majeure lasts longer than 12 months, or if it leads to a situation in which fulfilment is or becomes permanently impossible, for example if certain products can no longer be delivered at all, the parties may dissolve the agreement out of court. What has been carried out so far shall in that case be settled and compensated proportionately (pro rata). Apart from that, the parties shall not owe each other anything in the event of force majeure.

1.13 Termination

1.13.1 The parties are entitled to dissolve the contract out of court in accordance with the statutory provisions, in the event of an attributable shortcoming (breach of contract).

1.13.2 Furthermore, each party may terminate the agreement in writing, subject to the termination options set out in the agreement and/or the SLA.

1.13.3 Keynius may also terminate the agreement in writing, with immediate effect, if the Partner is granted a suspension of payments, if a petition is filed or its bankruptcy is pronounced, or if its business is liquidated or terminated (without any restart or other business continuation).

1.13.4 If, at the time of dissolution, termination or any other termination of the agreement, the Partner has already received services in performance of the agreement and has paid for them, these will not be undone. Amounts invoiced by Keynius in this regard will remain due and payable immediately on the expiry date of the agreement.

1.14 Confidential information

- 1.14.1 The Parties will treat all information they receive from the other Party in the context of the agreement in the strictest confidence, also after the expiry of the agreement. Information will in any case be regarded as strictly confidential if it is designated as such by one of the Parties, should reasonably be regarded as confidential or if it relates to the design, development, manufacture and/or construction methods used by Keynius.

1.15 Processing of personal data

- 1.15.1 Insofar as personal data are processed in or when using or commissioning products or services, for example when using Keynius software, the Partner guarantees that the processing of such personal data takes place in compliance with the GDPR, and locally the AVG and/or further/comparable legislation and regulations in the field of data protection and privacy. The responsibility for such processing lies with the Partner. The Partner guarantees that the personal data are not unlawful, have not been unlawfully obtained, that there is a basis for the processing and that there is no infringement of the rights of third parties. The Partner indemnifies Keynius against any third-party claims in this regard.
- 1.15.2 The Partner may have obligations towards third parties under the relevant laws and regulations, such as the obligation to provide information, to grant access and to correct and delete personal data of those involved. The responsibility for fulfilling these obligations rests with the Partner.
- 1.15.3 If the situation or relationship between the parties, or the manner of data processing, changes, or if Keynius is or becomes involved as a processing party, the parties will enter into a separate processing agreement with each other and attach it to the agreement.

1.16 General provisions

- 1.16.1 Changes to these Terms and Conditions may be made by Keynius, unless they are material in nature. It will inform the Partner of such amendments.
- 1.16.2 If one or more provisions of these Terms and Conditions should be invalid in any way, the other provisions will continue to apply. For the provision(s) that lapses, a new provision will then be established that is valid and that matches the content and purport of the lapsed provision(s) as closely as possible.
- 1.16.3 The Partner may not transfer the rights and obligations under these Terms and Conditions or the agreement or Order Confirmation to one or more third parties without the prior written consent of Keynius, which consent Keynius will not withhold on unreasonable grounds.
- 1.16.4 All communications between Keynius and Partner shall be in English. Partner is responsible for translating any information received from Keynius into other languages, if needed or appropriate.

1.17 Applicable law and competent court

- 1.17.1 The agreement between Keynius and the Partner is subject to Dutch law. Disputes between the parties shall first attempt to be resolved amicably. If this does not succeed, they will be submitted exclusively to the competent court in Rotterdam.

2 Additional terms and conditions for the supply of products and services

2.1 Explanation and background to the supply of products and services

- 2.1.1 Keynius supplies hardware components (Keynius Products) and software (Keynius Software) to make locker walls 'smart'. Its products and services are used for smart locker solutions.
- 2.1.2 An overview of all current Keynius Products is always available and will be provided to Partner by Keynius.

2.2 Delivery

- 2.2.1 The Keynius products sold by Keynius to the Partner are delivered to the place of the Partner's warehouse, unless another location is agreed in the agreement.
- 2.2.2 Keynius packages Keynius products carefully according to its own process and standards. If the Partner requires a special method of packaging, the additional costs shall be borne by the Partner. The Partner shall dispose of all packaging released in accordance with applicable government regulations, unless otherwise agreed between the parties.

2.3 Assembly, installation and acceptance

- 2.3.1 The Partner shall always install Keynius products itself, unless otherwise agreed.
- 2.3.2 The Partner shall, at its own expense and risk, arrange a suitable installation or assembly site with all the necessary facilities to install Keynius products and services in or on its products. Keynius has nothing to do with this.
- 2.3.3 The Partner is also responsible for a properly locked room in which to store the Keynius products, as well as the stock to be maintained.

2.4 Support and assistance

- 2.4.1 The parties shall make separate agreements on Partner Support.
- 2.4.2 Parties shall make agreements on customer support. First-line customer support is provided in the first instance between Partner and its end users.

3 Additional terms and conditions Keynius Software

3.1 Use Keynius Software

- 3.1.1 The following applies to the delivery and use of the Keynius Software.
- 3.1.2 Keynius Software includes:
 - 1. Keynius Platform (based on Microsoft Azure)
 - 2. Keynius Smarty (terminal) software
 - 3. Keynius Mobile App (Android/iOs)
 - 4. Keynius Online (locker payment and operating website available for customers)
- 3.1.3 Manuals for this Software will be provided separately by Keynius to the Partner.

3.2 Keynius Supportdesk

- 3.2.1 Keynius also offers the possibility of support by the Keynius Support Desk.
- 3.2.2 The manner and conditions under which first-line and second-line support shall be arranged and provided shall be agreed separately between the parties, with Keynius only providing second-line support to Partner.

The following (usage) rights (licence) also apply to the Keynius Software to be delivered:

3.3 Keynius Software

- 3.3.1 Rights of use. A right of use is always only granted against the agreed subscription conditions. The Keynius Software has been developed as cloud-based, SaaS software, but can and will be further developed. If there is a source code (at any time), Keynius is never obliged to provide this source code to the Partner or third parties. Nor is it obliged to provide access to the cloud other than as required for the intended right of use.
- 3.3.2 agreements on the use of Keynius Software are separate from any maintenance and/or support provided to Partner.
- 3.3.3 Any rights of use granted are at all times non-exclusive, non-transferable and not subject to the granting of sub-licences.
- 3.3.4 Any rights of use and restrictions imposed shall be strictly observed by the Partner and enforced where permitted. The intellectual property rights of Keynius or third parties will always be respected.
- 3.3.5 The Software may only be used in combination with the agreed products; no other use is permitted unless this has been agreed with Keynius in advance and recorded in writing.
- 3.3.6 Access. It is up to Keynius (or a third party) to determine conditions for access to the Keynius Software, whereby it may require that use only take place after conditions for access have been met. This may include requesting and installing usernames, passwords and ID codes. This article applies in particular to administrators, who can be granted access subject to conditions and for whom it applies that only they, with confidentiality, are granted certain access rights (also in view of GDPR requirements). In addition, Keynius is always free to take technical measures to protect against unlawful use and/or use in a different manner or for a different purpose than agreed between the parties.
- 3.3.7 Rights of use are always exclusively personal.
- 3.3.8 Unless agreed otherwise in writing, Keynius is not obliged to carry out data conversion or an investigation to assess whether other software used by the Customer is compatible with the Software.
- 3.3.9 The user documentation is made available in digital form, in a manner to be determined by Keynius.
- 3.3.10 Partner accepts the Software in the condition it is in at the time of delivery ('as is'), with all visible and invisible errors and defects. The nature and purpose of the Software are explicitly taken into account.
- 3.3.11 The Software is deemed to have been accepted at the time of delivery or, if an installation to be carried out by Keynius has been agreed in writing, upon completion thereof.
- 3.3.12 Software made available and user rights granted, their duration and the fee to be paid for them are included in the agreement.
- 3.3.13 Partner may not modify, alter or adapt the Software in whole or in part in any way.
- 3.3.14 Keynius aims for optimal ease of use for its Partners and their end users and to deliver products and/or services which meet the expectations of its Partners. This does not alter the fact that the Keynius Software may not (entirely) meet the intended use of the Partner. In that case, the parties will consult with each other to see whether a solution is possible within the specifications and functionalities of the Keynius Software.

Given the nature of the Keynius Software, Keynius cannot guarantee that the Software will work without interruption, errors or defects and/or that all errors and defects will always be corrected. This does not alter the fact that all comments from partners are taken into account in the further development of the Software and that these are dealt with in a customer-oriented way.

- 3.3.15 If the Software contains errors, Keynius shall make an effort to remedy these within a reasonable period. In principle, the repair will be free of charge, unless certain Software has been developed on the instructions of the Partner or Keynius applies different conditions known to the Partner. Where appropriate, the repair of defects may also be postponed until a new version is brought into use. Keynius is also entitled to introduce temporary solutions or detours/bypasses or problem-avoiding restrictions. A repair obligation lapses if a Partner makes changes or has changes made to the Software.
- 3.3.16 Infrastructure. Keynius is not responsible or liable for the set-up, infrastructure, connectivity/compatibility and computer systems of a Partner. The Partner must take care of this itself and is responsible for it.
- 3.3.17 Management. The Partner's end users are responsible for the user and locker management, the control of the settings and the use of the Keynius Software. They are also responsible for the instruction to and the use by its employees or users. Partner shall monitor this and make appropriate arrangements.
- 3.3.18 Maintenance. Keynius may temporarily suspend all or part of its services and the Keynius Software for preventative, corrective or adaptive maintenance. Keynius will not allow the shutdown to last longer than necessary and, where possible, it will take place outside office hours or in the evening/at night and, where possible, will give Partner advance notice of this.
- 3.3.19 agreements on the service levels and support are always made in writing, in the agreement and/or SLA. If service levels are agreed, the availability is measured excluding any previously announced outages, due to maintenance and circumstances beyond Keynius' control, and taking into account the service as a whole during the term of the agreement. The availability measured by Keynius and the service level provided shall always constitute initial and full evidence.

4 Other third-party hardware and software

The following Hardware and Software of third parties may also play a role in the supply of products and/or services by Keynius:

- 4.1.1 Hardware:
 - Different types of ATMs from Payment Service Providers (PSP);
 - RFID readers from third parties, which are often deployed at the request of partners and with which a link can/must be established by Keynius;
 - Various sensors and connections.
- 4.1.2 Software:
 - Connections (APIs) between the Keynius platform and third parties;
 - Third parties may include suppliers such as Payment Service Providers;
 - Third parties can also be: the end customer itself, when it comes to API for automatically linking Users or Products.
- 4.1.3 In the case of Hardware and Software of third parties as mentioned above, other than Keynius, the delivery conditions of these third parties usually apply. This is regulated in the agreement and/or SLA, as is the way in which the Hardware and Software are deployed and used. Keynius is not liable for that delivery, even if it plays an intermediary role or is a partner of such a third party unless agreed otherwise.