

General Terms and Conditions of Business

Technical Solutions

Version of March 2016 – Page 1 of 3



I. Field of application

1. The following General Terms and Conditions of Business of Securitas GmbH Technical Solutions (hereinafter referred to as the Contractor) are an integral part of all tenders and all contractual declarations of acceptance by the Contractor, and form the basis of all sales and deliveries by the Contractor, including consulting and information. They shall be acknowledged as an integral part of the contract as soon as the Client awards a tender.
2. Any conflicting general terms and conditions of business of the Client are hereby rejected in their entirety; they may not become an integral part of a contract in deviation from the current GTCB except with the written permission of the Contractor and solely to the extent allowed by that permission.
3. For any extensions and follow-up orders as described in I. 1, these General Terms and Conditions of Business shall apply analogously. They shall be acknowledged as an integral part of the contract when the Client awards a tender at the latest.
4. If the contract is for the supply of hardware and software products, the applicable version of the relevant provisions of the Contractor shall apply in addition.

II. Subject-matter of contract

1. Pre-contractual notifications, particularly tenders, descriptions and cost proposals, shall be subject to change without notice unless specifically stated to the contrary. Information, data in prospectuses, leaflets and applicative indications should be for information only and provide only general information. Unless the contrary is agreed, they shall not constitute integral parts of the contract. Solely the written order conformation from the Contractor will determine the contents and scope of the contract. Any modifications or verbal ancillary agreements shall not be valid unless confirmed in writing. If the contract forms part of a merchant's exercise of his commercial trade, the written order conformation from the Contractor shall determine the contents and scope of that contract.
2. The Contractor reserves the right to make technical modifications during the performance of the contract if technological advances render such modifications possible or if this is deemed appropriate in individual cases in the interests of the system's performance. Any attempt by the Client to rely on "standard industry customs" in deviation from or extension to this is hereby expressly excluded.

III. Prices

1. The prices given by the Contractor are excluding VAT unless VAT is expressly included. Prices under purchase agreements are ex works or ex warehouse; packaging and assembly are not included in the price unless otherwise agreed. If the statutory rate of VAT should rise after the contract is concluded, the Contractor shall be entitled to raise the VAT charged by the same amount.
2. If a pricing agreement binding on the Contractor has been concluded and the Contractor's services are not to be provided until over four months after the contract is concluded, the Contractor may nonetheless adjust the prices if the price of performance is affected or increased by public expenditure, ancillary fees or freight or other statutory measures occurring or increasing subsequent to the conclusion of the contract, or if the cost factors such as wage and material costs on which the Contractor's price are based change. If a price increase owing to the above circumstances of greater than 10% of the agreed price takes place, the Client may rescind or terminate the contract. This shall not apply where the Contractor has expressly approved a fixed price in writing.

IV. Delivery deadlines, Delivery, Transfer of risk

1. Performance or delivery will begin a maximum of six weeks after the contract is concluded, unless the Contractor has specifically designated it in writing as binding. The performance or delivery deadline will begin on the date on which

the unconditional order acceptance is received from the Client by the Contractor, although not before the individual details of

- performance have been clarified and any other prerequisites incumbent on the Client have been met.
2. In the event of force majeure or other extraordinary circumstances occurring through no fault of the Parties, e.g. problems in procuring materials, operational interruptions, strikes, lockouts, absence of means of transport, official intervention, energy supply problems, etc. - even if occurring to preliminary suppliers - the performance or delivery deadline shall be extended by the duration of the disruption plus a reasonable response time if the Contractor is prevented from performing its obligations in good time. If the abovementioned circumstances render delivery or performance impossible or if the Contractor is entitled to refuse performance owing to it being personally or practically unreasonable for it to do otherwise, the Contractor shall be discharged from the obligation to provide the work or from its obligation to perform. If the delay in performance extends for longer than two weeks, the Client shall be entitled to withdraw from the contract. If the delivery or performance deadline is extended or if the Contractor is discharged of its obligation to deliver or perform, the Client may not bring any claims for damages in this regard. The Contractor may seek to rely on the abovementioned circumstances only if he notifies the Client of them immediately. The Client's right to withdraw after having granted a reasonable period in which to comply that has itself failed to produce performance remains unaffected.
3. The Contractor shall be authorised to perform independently usable partial services for the Client.
4. For contracts for work and services, the risk shall pass when the work is placed into operation by the Client for the first time, and at the moment when the work is accepted by the Client at the latest. This shall also apply to partial acceptance, where this is made possible by the nature and quality of the work involved. If no acceptance is required by the Contractor, the service will be deemed to have been accepted when 12 working days have elapsed since written notice was given of completion. The above rules also apply to partial acceptances. Acceptance may not be withheld or delayed for insignificant defects.
5. The place of performance for all sales contracts concluded shall be the Contractor's branch. The Client shall bear the cost of sending the object of purchase from the Contractor's branch. If no agreements are made concerning dispatch, the goods shall be dispatched at the Contractor's discretion, and the Contractor shall not be obliged to use the cheapest mode of transport. If the Client is an entrepreneur, the risk of the goods being lost or damaged shall pass to the Client when the goods or services leave the warehouse, even if free delivery has been agreed. On request from the Client, the goods may be insured at its own expense against breakage and damage from transport and fire.
6. If performance or delay are delayed on request from the Client or for reasons attributable to them (creditor's delay of acceptance), risk shall pass to the Client for the period of the delay. The associated costs for standby, provision and storage and of any further travel necessary for the Contractor's personnel must be borne by the Client.

V. Setting up and maintaining facilities

The following provisions shall apply to all types of provision, assembly and maintenance, unless the contrary is agreed in writing:

- A. The Client must source and provide in good time and its own expense:
 1. auxiliary personnel, areas for small parts storage and, where necessary, masons, carpenters, locksmiths, crane drivers, other specialised personnel with the requisite numbers of tools required, all earth, foundation, cutting, fitting, polishing and other construction work not encompassed by this sector, including the necessary construction materials, operating current and water plus the connections required at the place of use, heating and general lighting; sufficiently large, appropriately dry and lockable rooms at the assembly site for the storage of machine parts, apparatus, materials, tools, etc.; and appropriate work and break areas for the assembly

General Terms and Conditions of business

Technical Solutions

Version of March 2016 – Page 2 of 3 –



personnel, including appropriate sanitation facilities; furthermore, the Client must take the appropriate measures to ensure the protection of the Contractor and the property of the Contractor's assembly personnel on the construction site that it would take to protect its own property; any protective clothing and protective devices required as a result of particular circumstances on the assembly site and not considered standard by the Contractor;

2. 5 working days prior to the beginning of the assembly work, the Client must provide the Contractor with the necessary information on the location of concealed electricity, gas and water connections or similar facilities and the requisite statistical information without needing to be prompted.
3. The Client undertakes to certify the work performed by the installers and their assembly personnel on a daily or weekly basis, at the Contractor's choice. It shall furthermore confirm the completion of installation or assembly using the forms provided by the Contractor.
4. The costs of the correct and environmentally friendly disposal of fixtures and components that need to be removed or replaced shall be borne by the Client.

B. If the Contractor has undertaken the assembly or maintenance by individual calculation, the following provisions shall also be deemed to have been agreed on in addition to the provisions under A:

1. The Client shall remunerate the Contractor at the invoicing rate agreed on at the moment the contract is awarded for working time and bonus rates for overtime, night work and work on Sundays and public holidays, for work under adverse conditions and for planning, supervision and documentation. This shall apply accordingly to the use of materials, including cut-offs, and for constructing and connecting the facility.
2. Preparation, travel and running times and feedback shall count as working times, where under travel to and from the site shall include wage and travel costs, calculated based on actual expenditure incurred.
3. The following costs will furthermore be remunerated separately:
travel costs, costs of transporting hand tools and personal luggage, freight and packaging, delivery of all materials and devices and technical documents requested; standard allowances and bonuses for working time and for days of rest and public holidays.

C. Repeated checks and work may need to be performed to diagnose and remedy periodically occurring (intermittent) errors. The Client must thus bear the costs of retaining the Contractor's services on a repeated basis.

VI. Payment

1. Our invoices are payable within 10 days of being issued.
2. In the event that the Client falls into arrears, interest will be charged on the sums due under § 288 German Federal Code, with the right to claim further damages being unaffected.
3. Payments may be made solely to the Contractor directly for the purpose of valid discharge.
4. The following must be paid in advance: 30% when the contract is awarded, 40% at the beginning of assembly and 30% when the facility is handed over. If these advance payments are not made in good time, the Contractor shall be entitled to discontinue work or delay further work until such time as payment is received.
5. Cheques, notes and other securities may be accepted in payment for invoices solely subject to the conventional reservation of their being cashed and being able to be discounted, and of all the costs incurred in cashing them being borne by the Client. Discount and bill of exchange charges are payable by the Client and are due immediately.
6. In the event of partial performance, the Contractor reserves the right to request partial payment.
7. All claims of the Contractor shall fall due regardless of the term of any bills of exchange accepted and credited if the terms and conditions of payment are not met or if the Contractor becomes aware of circumstances liable to jeopardise the Client's creditworthiness.

8. If the Client withdraws from the contract (cancellation) without the Contractor giving the grounds to do so, or if the Client declares that he is rescinding or terminating the contract on grounds attributable to it, he undertakes to pay all costs already incurred, profits lost and a lump sum of a maximum of 30% of the agreed contractual fees under the contract. The Client reserves the right to demonstrate that the costs and profits involved have not been incurred or been lost to the amount claimed. In this case, only the costs and profits that can be demonstrated will be payable.
9. The Client shall be entitled to set of payments only if the counterclaim is undisputed or has been upheld in law.

VII. Reservation of title

All goods shall remain the property (goods subject to reservation of title) until all claims existing at the moment the contract is concluded, on any grounds in law whatsoever, have been fulfilled – by payment by cheque or bill of exchange until redemption – even if certain designated claims have already been met.

If the contract forms part of a merchant's exercise of his commercial trade, paragraph 1 shall also apply to future or conditional claims, including from contracts concluded simultaneously or subsequently.

The Client is obliged to refrain from causing any degradation to property subject to retention of title and to inform the Contractor immediately in the event that that property is accessed by third parties. The costs of any interventions required in this regard shall be borne by the Client.

If the value of the collateral exceeds the value of the Contractor's claim by more than 20%, the latter may release the collateral of its choice on request from the Client.

VIII. Liability

1. The Contractor shall be liable solely for wilful misconduct and gross negligence; its liability for purely negligent breaches is hereby excluded provided that this negligence does not result in death, personal injury, damage to health or breach of warranty. Liability for the breach of duties that must be correctly met if the contract is to be performed at all and that the Client can reasonably assume will be met is also unaffected. The same shall apply to breaches of duty by auxiliary personnel and representatives of the Contractor.
2. No further liability will be accepted, particularly not for loss or damage incurred as the consequence of criminal acts (e.g. robbery, theft or burglary) against persons, property or assets of the Client or third parties. Claims for compensation for consequential loss, e.g. for the facility not functioning, breaking and entering, costs of interventions by the police or fire brigade or any security companies if danger alarms are received, are excluded under any circumstances, unless mandatory statutory provisions preclude any exclusion of liability for wilful misconduct or gross negligence.
3. The Contractor shall not be liable for the work of its auxiliary personnel unless that work is connected with the deliveries and services agreed on or has been directly authorised by the Client.
4. Any irregularities in the performance of contractual obligations by the Contractor must be notified to the latter in writing without delay to enable the irregularities to be rectified; failing this, no rights may be derived.
5. Any advice provided by the personnel of the Contractor or representatives appointed by it is given in a non-binding manner and does not form part of the contract. It is based on the current state of knowledge and experience of the Contractor and is provided to the best of the latter's knowledge. Claims for liability are thus excluded unless wilful misconduct or gross negligence by the Contractor can be established.



General Terms and Conditions of Business

Technical Solutions

Version of March 2016 – Page 3 of 3 -

IX. Claims and rights in respect of defects

1. If the subject-matter of the contract contains defects, the Client may initially request supplementary performance (rectification or replacement delivery) within a reasonable time, and the Contractor shall have the right to choose whether he provides rectification or a replacement. The Contractor is entitled to two attempts at rectification.
2. For delayed, refused or repeatedly unsuccessful rectifications, the right to withdraw (rescission of the contract) or reduction (discount in the price payable) remains unaffected. If the Client is an entrepreneur, there shall be no claims for defects for purely insignificant deviations from the quality agreed on or if the subject-matter of the contract's fitness for purpose is only insignificantly affected. If construction work is the subject of the breach, withdrawal from the contract is hereby excluded.
 - a) If the contract is a purchase agreement, the statute of limitations for supplementary performance, withdrawal or reduction shall be two years for new products and one year for used products. This period begins on the delivery of the item purchased. If the Client is an entrepreneur, the statute of limitations for new items purchased shall be one year; for used items, supplementary performance, withdrawal and reduction are hereby excluded.
 - b) If the contract is a work and services agreement, the statute of limitations for supplementary performance, withdrawal and reduction shall be one year. This period shall begin on the acceptance of the work or, if there is no acceptance, when the work is placed in operation.
 - c) These statutes of limitation shall apply solely if no attempted repairs, restoration work or technical modifications have been carried out by the Client or third parties, the Client has behaved in accordance with the contract, the subject-matter of the contract has been serviced and used properly and written notice has been given of any patent defects within two weeks of the transfer of risk and of any latent defects upon discovery, but within the statute of limitations in any event, to the Contractor.
 - d) If defects are present, the Client reserves the right to withhold payment if this would be reasonable with regard to the defect and the foreseeable costs of supplementary performance (particularly of remedying the defect).
3. The Contractor hereby highlights that providing a completely error-free version of software, particularly complex software systems, is not currently possible under the current state of technology, at least not at a reasonable degree of expenditure.

The basis of this liability for defects is a program suitable for conventional use or the use set out in the contract, in the programme description.

 - a) The Contractor warrants the program storage medium will contain no material or manufacturing errors when it is transferred to the Client.
 - b) It should be noted that software is subject to constant improvements during use and that under certain circumstances, updates must be performed at certain intervals. These do not constitute defects, as they are an inbuilt characteristic of software. If programs are developed for proprietary Client hardware, liability for defects shall extend solely to the software delivered and not to any interaction with the software and hardware provided by the Client.
4. The Client must allow the required time and opportunity for any defects to be remedied, at its own discretion.
5. Liability for defects shall not extend to natural wear and tear, or to damage incurred owing to incorrect or negligent treatment, excessive use, weather damage, force majeure, unsuitable equipment, defective construction work, unsuitable substrates or other chemical, physical, electromechanical or electrical influences not contemplated under the contract.

6. Any changes in use intended by the Client must be shown to the Contractor and approved in collaboration with the latter. If the Client fails to show any such change or have it approved, it will lose any claims for liability for defects.
7. The Contractor shall not be liable for defects in any products/services supplied by the Client.

X. Applicable law, Place of performance and Applicable jurisdiction

1. The legal relations between the Contractor and the Client are governed by the law of the Federal Republic of Germany.
2. If the contract forms part of a merchant's exercise of his commercial trade, the exclusive place of performance shall be the jurisdiction of the Contractor's registered office.

XI. Data storage

The Contractor shall be entitled to process and save any data received in connection with these business relations concerning the Client as defined by the Federal Data Protection Act to the extent reasonable for the performance of the contract.

XII. Miscellaneous

1. The tenders and planning documents of the Contractor are protected by copyright and may not be duplicated or distributed without the latter's written permission. In the event this provision is breached, the Client shall be required to pay compensation.

The programs provided for use by the Contractor are protected by copyright. The Client undertakes to use these programs solely for itself and as part of its commercial activities. By accepting the programs, the Client undertakes to refrain from duplicating them or allowing them to be duplicated without the Contractor's permission, making or allowing to be made any copies of the program description and providing unauthorised third parties with the programs or copies thereof. In the event this provision is breached, the Client shall be required to pay compensation.
2. In the event of transfers via the public telephone network or other transfer media, the Contractor does not grant any greater security for the creation of the connection and the transfer of the messages than the security granted by that transfer service itself.
3. Fees imposed by network operators, police, fire brigade or third parties for services and deliveries agreed on shall be borne by the Client.
4. The Contractor shall be entitled to retain other reliable companies for the performance of its obligations hereunder.
5. The Contractor shall not be obliged to procure spare parts if that procurement would involve an unreasonable degree of financial expenditure or if that procurement is impossible.
6. If any of the provisions hereunder should be invalid in law, the validity of the remaining provisions shall not thereby be affected. If any clause hereunder should be invalid in law, the Client is obliged to agree a new provision with the Contractor that reproduces the aim pursued by the invalid provision as closely as possible.