



Company Securiton GmbH

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General Terms and Conditions of Securiton GmbH for companies

(in the event of any discrepancies between the English translation and the original German document, the German version shall be legally binding)

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General terms and conditions of Securiton GmbH for companies**A General information**

1. The following terms and conditions apply in their most recent version to all current and future business relationships with companies, legal entities under public law or special funds under public law.
2. Deviating, conflicting or supplementary General Terms and Conditions shall not become part of the contract, even if we are aware of them, unless their validity is expressly agreed to in writing.

B Data protection and data security

1. We are authorised to process and store the data received about the customer in connection with the business relationship in compliance with the German Federal Data Protection Act and the General Data Protection Regulation (GDPR).
2. The customer is obliged to regularly back up data to the required extent. It must also comply with the technical and organisational requirements pursuant to Art. 32 GDPR. In particular, it must protect the systems subject to its access against unauthorised access, storage, modification and other unauthorised access or attacks of any kind by employees of the customer or other third parties. To this end, he shall take appropriate measures in accordance with the latest proven technology to the extent necessary, in particular to protect against viruses and other malicious programmes or programme routines, as well as other measures to protect his equipment, in particular to protect against burglary. When using systems that are not subject to his access, he shall impose corresponding obligations on his contractual partners and regularly monitor their compliance.

C Prices and terms of payment

1. All prices quoted are net prices plus the statutory VAT applicable on the day of delivery or performance. Unless otherwise agreed, prices are quoted ex works or ex warehouse, excluding freight, packaging and assembly.
2. Unless otherwise agreed in writing, the invoice issued shall be payable without deduction within 30 days of the invoice date. Default occurs without further reminder 30 days after receipt of the invoice. Unless otherwise agreed, agreements on payment terms refer to the date of issue of the invoice.
3. The customer may only offset his own claims if his claims have been legally established, are undisputed or recognised. The customer is only authorised to exercise a right of retention if our claim and his counterclaim are based on the same contractual relationship and are reciprocal or if the customer's counterclaim has been legally established, is undisputed or recognised.
4. Cheques, bills of exchange and other securities shall only be accepted on account of performance subject to the customary reservation of their encashment, their discountability and the assumption by the customer of all costs associated with their encashment. Discount and bill of exchange fees shall be borne by the customer and are due immediately.
5. Partial deliveries and partial services may be invoiced in each case.
6. All our claims shall become due immediately, irrespective of the term of any accepted and credited bills of exchange, if the customer is in arrears with substantial payments or if our claim is jeopardised by the customer's inability to pay.
7. The following applies to maintenance, activation and on-call service contracts: As the price was calculated on the basis of the wage level and material costs applicable at the time the contract was concluded, we reserve the right to adjust the prices accordingly in the event of an increase in wage and material costs by giving three months' written notice to the end of the year, whereby the adjusted price must correspond to the then current list price. The customer is entitled to cancel the maintenance contract at the end of the year within a period of four weeks from receipt of the price change notification if the price has been increased by more than 8% as a result of the notification.

D Claims for defects

1. The customer loses his claims due to an obvious defect in our maintenance work if he does not notify us of this defect in writing within a period of four weeks (calculated from the completion of the maintenance work to the dispatch of the complaint). If a merchant purchases goods from Securiton, the obligation to inspect and

Obligation to give notice of defects according to § 377 HGB.

2. If the defect is based on the defectiveness of a supplier's product, we shall assign our claims for defects against the supplier to the customer. Warranty claims against us for such defects shall only exist under the other conditions and in accordance with these General Terms and Conditions of Delivery if the legal enforcement of the aforementioned claims against our supplier was unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation period for the customer's relevant warranty claims against us shall be suspended.

E Liability

1. We shall not be liable for the simple negligent breach of other than essential contractual obligations. Essential contractual obligations are those whose fulfilment characterises the contract and makes its proper execution possible in the first place. Furthermore, we shall not be liable if our ordinary vicarious agents breach contractual obligations through gross negligence. Insofar as we are not guilty of intentional behaviour, however, we shall only be liable for typically foreseeable damage. Liability under the Product Liability Act remains unaffected; this also applies to liability for culpable injury to life, limb or health. If we have assumed a guarantee or fraudulently concealed a defect, we shall be liable in accordance with the statutory provisions.
2. The customer is obliged to notify us immediately in writing of any damage within the meaning of the above liability provision or to have it recorded by us so that we are informed as early as possible and can possibly minimise the damage together with the customer.
3. We shall only be liable for the recovery of data under the aforementioned conditions and only insofar as the customer has taken all necessary and appropriate data backup precautions and ensured that the data can be reconstructed from data material held in machine-readable form with reasonable effort.

F Confidentiality

1. "Confidential information" is all information and documents of the other party that are labelled as confidential or are to be regarded as confidential due to the circumstances, in particular information about operational processes, business relationships and know-how.
2. The customer is obliged to maintain secrecy about confidential information.
3. Such confidential information is exempt from this obligation,
 - a. which were demonstrably already known to the customer when the contract was concluded or which subsequently become known to the customer from a third party without violating a confidentiality agreement, statutory provisions or official orders;
 - b. which are publicly known at the time of conclusion of the contract or are made public thereafter, insofar as this is not based on a breach of this contract;
 - c. which the customer must disclose due to legal obligations or by order of a court or authority. Where permissible and possible, the customer shall inform us in advance and give us the opportunity to take action against the disclosure.
4. The customer shall only grant access to confidential information to those consultants who are subject to professional secrecy or who have previously been subject to obligations corresponding to the confidentiality obligations of these GTC. Furthermore, the customer shall only disclose the confidential information to those employees who need to know it for the execution of the individual contract and shall also oblige these employees to maintain confidentiality to the extent permitted by labour law for the period after their departure.

G Technical messages

When connected to transmission systems for hazard alarms (ÜE), a hazard alarm system may only be activated in the event of danger. Technical messages to check operational readiness are only permitted in agreement with us and the operator of the transmission system. We shall not be liable for any costs charged by the transmission system operator for the deployment of emergency personnel. These costs shall be borne solely by the customer. Furthermore, the customer shall reimburse us for all expenses incurred as a result of the alarm being triggered and shall indemnify us against any other claims, including those of third parties.

H Miscellaneous

1. Without our written consent, rights arising from this contract may not be transferred.

General terms and conditions of Securiton GmbH for companies

- Should any of the above provisions be legally invalid, the validity of the remaining provisions shall not be affected and shall remain binding.
- All legal relationships between us and the customer shall be governed by the law of Federal Republic of Germany. The provisions of the UN Convention on 1. Contracts for the International Sale of Goods shall not apply.
- The place of fulfilment for all obligations arising from the contract is our registered office. If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction shall also be our registered office. However, we shall also be entitled to take legal action at the customer's place of business.
- The offers, planning documents, programmes and programme descriptions provided by us for use are protected by copyright and may not be reproduced or passed on without our consent. The customer undertakes to use these exclusively for himself and only within the scope of his commercial activity for the contractually agreed purpose. In the event of infringement, the customer is obliged to pay compensation.
- In the case of transmissions via the public telephone network or other transmission media, we offer no higher security for the establishment of connections and the transmission of messages than that inherent in the telephone service, unless we have contractually undertaken to install additional security measures. Charges levied by the post office, police, fire brigade or other authorities on the basis of the agreed deliveries and services shall be borne by the customer.
- We are entitled to use the services of other reliable companies to fulfil our obligations.

I Additional conditions for the sale of systems | Contract content

- Pre-contractual communications, in particular offers, descriptions, cost estimates or quotations, are subject to change and non-binding, unless expressly agreed. A contract is only concluded upon our written order confirmation or upon delivery of the goods to the customer.
- Properties according to information and public statements by the manufacturer or other third parties are not deemed to be agreed properties. Information in our brochures, data sheets and technical application notes is intended for information purposes only and to provide general knowledge. Unless otherwise agreed in writing, they do not constitute a contractual quality specification.

II Delivery times, execution deadlines

- The delivery or service is expected to take place on the dates specified by us. All dates and deadlines are only approximate unless we have designated them as binding in writing. Compliance with the dates and deadlines requires the timely receipt of all documents to be supplied by the customer as well as the clarification of all execution details and the fulfilment of all other prerequisites to be provided by the customer. If these prerequisites are not fulfilled in good time, the dates and deadlines shall be extended accordingly. The delivery period or execution period shall commence on the date of receipt of our order confirmation by the customer.
- In the event of force majeure and other unforeseeable circumstances for which we are not responsible, e.g. material procurement difficulties, operational disruptions, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties, etc. - even if they occur at upstream suppliers - the delivery period shall be extended by the duration of the hindrance and a reasonable start-up time if we are prevented from fulfilling our obligation on time. If the delivery or service becomes impossible or unreasonable due to the circumstances mentioned, we shall be released from the delivery obligation. We shall notify the customer immediately of the aforementioned circumstances.
- Securiton is authorised to make partial deliveries if the partial delivery can be used by the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional work or costs as a result.
- If no agreement has been made between us and the customer regarding the dispatch, this shall be carried out at our discretion, whereby we are not obliged to choose the most cost-effective type of dispatch.

III Transfer of risk

- In the case of deliveries of goods, the risk shall pass to our customer as soon as the goods leave our factory or warehouse, even if carriage paid delivery has been agreed. At the customer's request and expense, we will insure the goods against breakage, transport and fire damage.
- If our deliveries or services are delayed at the customer's request or for reasons for which the customer is responsible (creditor default), the risk shall pass to the customer for the duration of the delay. The

The customer shall bear the corresponding costs for waiting time, provision and storage and other necessary travelling by our vicarious agents.

IV Payment

Advance payments and instalments may be agreed. If these payments are not made punctually and in full, we shall be entitled to suspend further deliveries or activities or to postpone them until full payment has been made.

- If our services are not to be provided until more than 4 months after conclusion of the contract, we may change the prices in the proportion in which the costs of the delivery or service have changed after conclusion of the contract due to newly added public charges, ancillary charges, freight charges or their increases or other statutory measures or a change in the cost factors such as labour and material costs on which our prices are based. The price adjustment shall be notified in writing before it takes effect. If the price increase due to the aforementioned circumstances exceeds more than 10% of the agreed price, the customer may withdraw from or terminate the contract.
- If we declare cancellation of the contract for reasons for which the customer is responsible, the customer undertakes to reimburse the costs already incurred and the loss of profit with a lump sum of max. 30% of the agreed order value. The customer reserves the right to prove that costs have not been incurred or have not been incurred in this amount or that profit has not been lost or has not been lost in this amount. We reserve the right to claim demonstrably higher damages.

V Retention of title

- We reserve title to the delivered goods until full payment of all claims against the customer arising from the business relationship, regardless of the legal grounds.
- The customer is authorised to resell the reserved goods in the normal course of business as long as he is not in default of payment. The customer may only resell the goods subject to the proviso that the claim from the resale with all ancillary rights is actually transferred to us to the extent resulting from the following provisions. By way of security, the customer hereby assigns to us in advance and in full all claims arising from the resale, including the modified, mixed goods if applicable, and the assignment is accepted. The customer is not authorised to make any further dispositions. Pledging or transfer by way of security is not permitted.
- The customer is entitled to collect the assigned claim as long as he fulfils his obligations towards us and does not fall into financial collapse.
- The customer is authorised to mix or combine the system with other items in the ordinary course of business. If the customer combines or mixes the reserved goods with other goods not belonging to us, we shall be entitled to co-ownership of the new item or a new stock in the ratio of the invoice value of the reserved goods to the sum of the invoice values of all other goods used in the manufacture. The customer shall store these goods for us free of charge. If the ownership expires through combination or blending (§§ 947, 948 BGB), it is hereby agreed that the customer shall transfer his ownership of the blended stock or of the uniform item to us to the extent of the invoice value of the goods subject to retention of title. The customer shall also store these goods for us free of charge. The goods resulting from the combination or blending are reserved goods within the meaning of these terms and conditions.
- If the goods subject to retention of title are resold together with other goods, regardless of whether without or after combination or blending, the advance assignment agreed above shall only apply to the value of the goods subject to retention of title which, together with the other goods, are the subject of the sale transaction.
- If the goods subject to retention of title are installed as an essential component in the property of a third party, the customer hereby assigns the assignable claims for remuneration arising against the third party or the party concerned in the amount of the value of the goods subject to retention of title with all rights, including such rights to the granting of a security mortgage, with priority over the rest. We accept the assignment.
- If goods subject to retention of title are installed as an integral part of the customer's property, the customer hereby assigns by way of security the claims arising from the sale of the property or property rights in the amount of the value of the goods subject to retention of title with all ancillary rights and with priority over the rest. We accept the assignment.
- The customer must inform us immediately of any enforcement measures taken by third parties against the reserved goods or the assigned claims, handing over the documents necessary for the objection.

VI Liability for defects, right of cancellation

1. The customer is obliged to notify us in writing of obvious defects immediately, at the latest within 2 weeks of receipt of the goods, but in any case before processing or installation, if possible to the central complaints office in Achern. Otherwise the assertion of claims for defects is excluded. Timely despatch shall suffice to meet the deadline. The customer shall bear the full burden of proof for all claim requirements, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.
2. In the event of complaints, the customer may withhold payments to an extent that is in reasonable proportion to the defects that have occurred.
3. If the notice of defects is unjustified, we shall be entitled to demand compensation from the customer for the expenses incurred by us, unless the customer culpably failed to recognise that there was no defect.
4. If there is a defect, we must first always be given the opportunity for subsequent fulfilment within a reasonable period of time, whereby we can choose the most economically reasonable option.
5. If the subsequent fulfilment fails or is unreasonable, the customer may withdraw from the contract or reduce the remuneration.
6. Claims for damages due to defects are otherwise governed by Article E above.
7. Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk by the customer or third parties as a result of incorrect or negligent handling, excessive strain, use of unsuitable equipment, defective construction work, unsuitable building ground or which arise due to special external influences which are not provided for in the contract.
8. The customer must have the system installed by professionally trained personnel who must work in accordance with the current VdS, VDE and DIN regulations.
9. The following restrictions also apply to supplied software: If software programmes are used for the customer's own hardware or software, the liability for defects shall only extend to the software supplied by us and not to its compatibility with the hardware or software provided by the customer, unless we have been commissioned by the customer to check the compatibility. We shall only be liable for defects in the software supplied by us if it has been used by the customer in accordance with the contract, unless the defect would also have arisen if it had been used in accordance with the contract. The burden of proof lies with the customer.
10. Should the contractual services infringe the property rights of third parties, the customer shall inform us immediately in writing and provide us with the information and other appropriate support required for defence. We shall, at our own expense and at our discretion, either procure the necessary rights of use for the customer or modify the contractual services in such a way that they no longer infringe third-party property rights but continue to comply with the contractual agreements. In the latter case, the customer shall carry out all necessary conversions, adaptations, adaptation of documentation, training, etc.
11. Claims for defects shall become time-barred 12 months after delivery to the customer or, if acceptance has been agreed or is provided for by law, after acceptance. This shall not apply if the delivered item has been used for a building in accordance with its normal use and has caused its defectiveness (§ 438 Para. 1 No. 2 BGB). Notwithstanding the above, claims for damages in accordance with the above Article E due to defects shall lapse within the statutory periods. The statutory provisions on suspension of expiry, suspension and recommencement of the limitation periods shall remain unaffected.
A claim for damages for breach of the duty of subsequent fulfilment pursuant to §§ 437 No. 1, 439 BGB shall only exist if, during the 12-month limitation period pursuant to sentence 1, both a) the customer demands subsequent fulfilment and b) we have breached our duty of subsequent fulfilment.
12. Further claims of the customer against us and our vicarious agents or claims other than those regulated in this Article VI due to a defect are excluded.
13. The customer's statutory right of cancellation does not require any fault on our part if the purchased item is defective. In all other cases, the customer may only withdraw from the contract in the event of a breach of duty for which we are responsible.
14. The customer's claims for subsequent fulfilment, reduction or withdrawal and reimbursement of expenses in accordance with the special statutory provisions on supplier recourse remain unaffected (Sections 445a and b, 478, 479 BGB).

General terms and conditions of Securiton GmbH for companies**J Additional conditions for the delivery of systems with assembly**

1. If the delivery and installation of systems has been agreed, the general contractual provisions for the execution of construction work (VOB Parts B and C) shall apply, unless otherwise stipulated in the individual contract and these General Terms and Conditions.
2. Our customer has to take over and provide in time at his own expense:
 - (1) Auxiliary staff, such as labourers and, if necessary, bricklayers, carpenters, locksmiths, crane operators and other skilled workers with the tools they need in the required numbers
 - (2) all earthworks, construction, scaffolding and other ancillary work outside the industry, including the necessary building materials and equipment, labour and water, including the necessary connections up to the point of use
 - (3) Heating and general lighting; sufficiently large, suitable, dry and lockable rooms at the assembly site for the storage of machine parts, equipment, materials, tools, etc.; adequate working and recreation rooms for the assembly personnel, including appropriate sanitary facilities;
 - (4) To protect our property and the property of our installation personnel on the construction site, the same measures must be taken as would be taken to protect our own property
 - (5) Protective clothing and protective devices that are required due to special circumstances at the installation site and are not customary for us as the contractor.
3. Our customer must provide the necessary information on the location of concealed electricity, gas and water pipes or similar installations as well as the necessary structural data in good time before the start of the work without being requested to do so. We shall not be liable for any damage resulting from failure to notify us or failure to notify us in good time.
4. Before the start of the work, the delivery parts to be provided by the customer for the activities must be on site and all preliminary work must have progressed to such an extent that the installation or assembly can be started immediately and carried out without interruption; in particular, the lead routes and installation and assembly sites must be in perfect condition.
5. If installation, assembly or commissioning is delayed due to circumstances on the construction site for which we are not responsible, the customer shall bear all costs incurred as a result, such as interim storage, waiting time, and additional travelling time and costs as well as transport costs, subject to the assertion of further claims.
6. Our customer undertakes to provide the installers or our assembly personnel with a daily or weekly report of the work carried out, at our discretion. He shall also confirm the completion of the installation or assembly on forms provided by us.
7. The customer shall bear the costs of the proper environmental disposal of installed parts and components that have to be removed or replaced.
8. If we have undertaken the work against individual invoicing, this shall also be deemed to have been agreed:
 - (1) Our customer shall remunerate us at the rates agreed when the order was placed - in the absence of an agreement, the remuneration in accordance with our price lists - for working hours and surcharges for overtime, night work, work on Sundays and public holidays, as well as for work under difficult circumstances, and for planning, monitoring and documentation. This applies accordingly to the consumption of materials, including offcuts, as well as to the installation and connection of the equipment.
 - (2) Travelling time shall be remunerated separately in accordance with our price lists, unless otherwise agreed. Working hours in our factory for preparation and follow-up work shall also be charged as working hours. Travelling and waiting times at the installation site for which we are not responsible shall be regarded as working time. Unless expressly agreed otherwise, travelling expenses, costs for the transport of tools and personal luggage, for freight and packaging, for the delivery of all materials and equipment, as well as ordered technical documents shall be remunerated separately. Furthermore, the allowances and allowances for working hours as well as for rest days and public holidays shall be remunerated in accordance with our price lists.
 - (3) Repeated inspections and work may be required to diagnose and rectify intermittent faults. If necessary, the customer must bear the costs of repeated assignments.

K Additional conditions for the delivery of non-individually developed software if

software is not developed for the respective individual case, the above "Additional conditions for the delivery of systems" (Part I) shall apply accordingly.