

1. General provisions

- 1.1 Unless explicitly otherwise agreed between us and our customer ("Buyer") in writing, these General Terms and Conditions ("GTC") as set out herein apply for all our deliveries of products and services ("Deliverables").
- 1.2 Acceptance of the Deliverables shall be deemed as the unconditional acceptance of the present GTC.
- 1.3 Any purchasing conditions of the Buyer are non-binding to our Deliverables even when we have not expressly protested them.
- 1.4 Without our prior written consent to the contrary, the Buyer is not allowed to actively and commercially resell our products or to give the impression to act as a sales representative, a distributor or the like of Securiton. If the products are purchased for group companies of the buyer, the applicable foreign trade regulations and trade sanctions must be strictly followed.
- 1.5 The term "services" shall include both services of our company ("Securiton") and/or any subsidiary of Securiton (collectively "Securiton", "us", "we") related to the Contract set forth in sect. 2.1 below.

2. Scope of Contract

- 2.1 Nature and scope of the Deliverables owed, and the price therefore, are exclusively defined in our written offer accepted by the Buyer, or in the Buyer's order confirmed by us in writing ("the Contract").
- 2.2 Unless the scope of delivery is specified otherwise in the offer, Securiton shall provide standard models of its proven, stably operating products according to the state of the art. The installed software will always be the up-to-date standard version as of the time of conclusion of the Contract.
- 2.3 Securiton expressly reserves the right to vary the agreed individual performance features of the products. The Buyer accepts changes that may result therefrom. However, Securiton shall have no obligation to apply such changes to products previously manufactured or delivered.
- 2.4 All materials, components and systems are tested in our manufacturing facilities on the basis of the internal measuring rules. Additional testing requires a written agreement between the parties and will be charged to the Buyer as an additional service.
- 2.5 Securiton shall provide technical documentation and, to the extent available, specifications regarding project planning, installation and putting into operation of the products cleared for sale.
- 2.6 Data provided in quotations, brochures, drawings, technical documentation, etc. are based on the specifications and the state of the art valid at the time of quotation and are subject to alterations until the date of delivery unless such alterations affect the intended functional use.

3. Changes of the scope of Contract; Software updates

- 3.1 The Buyer's change requests regarding the scope of the Deliverables may have an effect particularly on the agreed prices and deadlines. Such changes must be agreed upon in writing by both parties. Any such changes are charged separately unless expressly agreed to be included in the Contract.
- 3.2 The Buyer is obliged to update software delivered by Securiton upon Securiton's first notice without delay. Failure to do so relieves Securiton from all liability resulting from defective software unless the Buyer proves that the non-updating of the software had no impact on the respective software defect.

4. Delivery and transfer of title

- 4.1 Delivery shall be made "ex works, Neuenburg/Germany" under the Incoterms 2020.
- 4.2 Delivery is carried out in cooperation with international forwarding companies. The Buyer shall have the right to specify the forwarding company to be commissioned for delivery; Securiton must receive timely advance notice of such carrier.
- 4.3 All increases in rates and fees, such as transportation, insurance costs, customs duties, etc., that are incurred after the signing of the Contract will be charged to the Buyer, even if we undertook the transportation, the insurance, the payment of customs duties etc. Decreases in rates and fees will be credited to the Buyer.
- 4.4 To the extent permitted by the nature of the Deliverables, Securiton may effect delivery by remote access to the Buyer's systems and databases. In this case, the Buyer ensures that Securiton can provide its services properly via remote access; in particular, it grants Securiton the necessary authorizations and informs Securiton and its employees about its IT procedures at its own expense. Securiton assumes that the Buyer (i) maintains a state-of-the-art IT security concept and (ii) ensures that the appropriate protective measures (such as system security updates and antivirus programs) are in place and always up to date. If licenses are required by the Buyer for remote access by Securiton, the Buyer shall procure them for his own account and maintain them for the entire duration of the delivery. In order to carry out remote access, Securiton is entitled to access the systems

and Buyer databases relevant to the activity. Securiton may copy data from the Buyer's systems to its own systems if this is unavoidable for error analysis or troubleshooting.

5. Delivery dates and acceptance of delivery

- 5.1 Unless explicitly otherwise agreed between the Parties in writing, delivery dates mentioned in the quotation or the order acknowledgement are target dates, i.e. for convenience only and without binding effect.
- 5.2 The delivery date shown in the Offer is the date when the products are packed and ready for dispatch ex works.
- 5.3 Upon delivery, Securiton has performed its contractual services and the warranty and limitation periods shall start to run.
- 5.4 The Buyer shall not have the right to reject the delivery because of insignificant defects.
- 5.5 If dispatch or delivery are delayed upon the Buyer's request or due to the Buyer's fault by more than one (1) month after notice of readiness for dispatch, the Buyer may be charged an adequate amount of the additionally incurred storage costs.

6. Examination and Acceptance of Deliverables

- 6.1 The Deliverables must be examined by the Buyer regarding quality and quantity upon receipt, in any event before use or processing at the latest. Any claims regarding the weight, quantity or nature of the Deliverables are only valid if they are notified to us in writing within fourteen (14) days after receipt of Deliverables or acceptance of services, and if we are granted access to and have examined the Deliverables on site.
- 6.2 In case the Buyer fails to perform such examination, we shall be excused of any liability to the extent permissible by law.
- 6.3 Any delivery of service shall be deemed to be accepted at the payment of the invoice at the latest.

7. Prices and terms of payment

- 7.1 Unless otherwise noted and to the extent admissible by law, taxes (if any) are not included in the price, and invoices shall be fully payable without any deduction within 30 days after delivery.
- 7.2 The prices are ex works, net in Euro (excl. VAT). Packing and preparation for dispatch on customary transport pallets shall be included. Special packaging shall be charged to the Buyer on the basis of expenses and time spent by us thereon.
- 7.3 Payments are due and payable within the deadline contractually agreed and in the invoiced currency. The payment is only accepted if made in the invoiced currency and paid according to the payment details specified in the Contract.
- 7.4 Payment deadlines must be strictly observed regardless of whether transportation or delivery of the Deliverables is delayed or has become impossible without fault of Securiton.
- 7.5 The Buyer may only set off counterclaims against Securiton upon written approval of Securiton, even if such counterclaims result from the same contract.
- 7.6 In the event the Buyer fails to observe payment deadlines, default interest of eight (8) percent per year accrue from the due date on until payment without Securiton being obliged to notify the Buyer. The payment of default interest shall have no impact on the Buyers' obligation to make the contractual payments.
- 7.7 In case the Buyer defaults on the payment for Deliverables for whatever reason or becomes insolvent, all payments shall be, regardless of any payment terms to the contrary, due for immediate payment and may be called in by us without delay. In addition, without any obligation to prior notification of the Buyer, we shall be entitled to suspend our performance or to terminate the Contract with immediate effect. Our right to claim damages, in particular the cost of collection, and to charge interest on overdue sums is expressly reserved. Also, we shall be entitled to immediately terminate all other orders, even if they have already been confirmed to the Buyer.
- 7.8 We are entitled to charge partial deliveries to the extent of the performed services. Unless agreed otherwise between the Parties in writing, the same terms of payment shall be applicable to invoices for partial delivery and for final invoices.

8. Warranty and liability

- 8.1 This warranty is in Lieu of and excludes all other warranties not expressly set forth herein, whether express or implied, including, but not limited to, all warranties of merchantability, fitness for a particular purpose, suitability, non-infringement and conformance to the buyer's specifications.
- 8.2 Securiton warrants for twenty-four (24) months after delivery that the Deliverables are essentially in conformity with the scope of Contract. If dispatch is delayed for reasons outside Securiton's scope of responsibility, the warranty period shall end twenty-four (24) months after readiness for dispatch.

- 8.3 The warranty period for repairs and exchanged items shall run for twelve (12) months from the date of dispatch.
- 8.4 Upon the Buyer's due notification in writing, and within the limitation set forth in sect. 8.5-8.9 below, Securiton's sole liability and obligation and the Buyer's exclusive right and remedy under this limited warranty is the repair or replacement, at Securiton's sole option and cost, of Deliverables not conforming to the product. Securiton shall not have any liability or obligation under this warranty for defects that are not identified within the warranty period. In any event, and subject to sect. 8.11, Securiton's liability shall be limited within the limits of sect. 9 below.
- 8.5 In any case, the Buyer shall forward parts and products to the manufacturing facilities only after prior written approval of Securiton. In case of warranty, Securiton shall only assume costs that are incurred at its own manufacturing facilities for the repair or exchange of the defective parts and products. Forwarding the products from the Buyer to the manufacturing facilities are not covered under this warranty and are invoiced to the Buyer separately.
- 8.6 Any further liability of Securiton shall be excluded, including but not limited to liability for financial loss and consequential damage, such as:
- Deployments of police, fire department and standby units;
 - Security measures to be implemented by the Buyer, in particular in the event of partial or full shutting down of plant including for repair and maintenance work;
 - Direct or indirect consequences of false alarm;
 - Accidentally set off extinguishing devices (replacement of extinguishing agent and consequential damages);
 - Use of security guards;
 - Reimbursement of costs due to additional expenses of plant operator or third parties;
 - Loss of profit;
 - Impairment of the function of the plant due to structural changes;
 - Damages due to loss of data; the Buyer shall be responsible for archiving data.
- 8.7 The above warranty does not apply either (i) to consumable materials that are designed to diminish over time, in particular due to natural wear and tear, (ii) to damage caused by use with another product not delivered by Securiton, (iii) damage caused by abnormal or unusual physical or electrical stress (including defective structural and installation work), chemical or electrolytic effects, or environmental conditions, accident, abuse, misuse, fire, earthquake or other external cause or by negligent or improper handling or operation, (iv) to a Deliverable that has been modified without the written permission of Securiton or (v) if the Deliverable has not been stored, treated, handled, used or maintained in accordance with the product specifications and the operating or maintenance instructions provided by Securiton; (vi) all other reasons for which Securiton is not responsible.
- 8.8 For Deliverables including commercially available standard software, which are delivered together with the associated documentation and delivery and licence terms and conditions of a third party software supplier, these terms and conditions shall apply exclusively.
- 8.9 Where we have replaced the products or remedied the services, to the fullest extent permitted by law, there shall be no further remedies or claims against Securiton. In particular, the Buyer has no right to terminate the Contract, ask for reduction of price or recover any compensation or damages, such as compensation for any special, actual, consequential, punitive, incidental or indirect damages, or any loss of profit, revenue, business, goodwill, reputation or data based upon our non-performance or breach of any of our obligations, whether based in contract, tort, or otherwise, even if we have been advised of the possibility of such potential loss or damage. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR SECURITON'S PROVISION OF DELIVERABLES TO BUYER AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.
- 8.10 To the extent the Buyer is in default in payment, Securiton shall be entitled to refuse to provide warranty services. The warranty period in such case shall continue to run.
- 8.11 Warranty shall expire if the Buyer or third parties make changes or implement repairs of the products delivered without prior written consent of Securiton; warranty shall also expire if the Buyer fails to implement immediate appropriate action to mitigate damages.

- 8.12 The applicability of mandatory laws and regulations, such as the Swiss Product Liability Act, remain reserved.
- 8.13 Oral statements of our personnel shall not be deemed to constitute express of implied representations or warranties by us relating to the specific use of Deliverables and shall in no event be binding upon us.
- 9. Insurance coverage**
Securiton carries insurance against damages under a manufacturer's liability insurance policy covering personal injury and damage to property up to a combined lump-sum maximum of EUR 30 million.
- 10. Intellectual Property of Securiton, Licenses and Approvals**
- 10.1 All right, title and interest in and to all patents, trademarks, trade secrets, know-how and other intellectual property rights related to the Deliverables or Securiton shall remain solely and exclusively with Securiton. Securiton grants the Buyer a license to use the Deliverables according to the scope of the Contract. The Buyer shall not modify, reverse engineer, design around, replicate, or create derivative works based on the Deliverables. The Buyer shall obtain all necessary import licenses and government approvals and shall comply with all applicable laws, rules and regulations including those that govern or affect the ordering, export, diversion, trade, use, shipment, import, transportation, storage or delivery of the Deliverables.
- 10.2 Each party reserves all rights to plans, technical documents and software programs, which it has handed over to the other party. The receiving party acknowledges these rights and will neither make such plans, documents and software programs accessible to third parties, nor use them for purposes other than the fulfilment of the Contract without the prior written consent of the other party.
- 11. Third party IPR**
Securiton warrants that to the best of its knowledge, the Deliverables do not infringe third party intellectual property rights, including patents and copyrights ("third party IPR"). In the event of unintentional conflict with third party IPRs Securiton is exempt from liability. In any event, Securiton's liability under this sect. 11 shall be subject to the limitations set forth in sect. 9 above.
- 12. Confidentiality Obligation**
- 12.1 Securiton shall treat all documents and information received from the Buyer in connection with its products and services, including all copies and records made thereof and all documents and information which are produced for the Buyer, which are marked as "confidential", as confidential as its own trade secrets at all times. It shall only disclose it to its employees and sub-contractors on a need-to-know basis shall and not to make them accessible to third parties either in whole or in part. Securiton shall not be liable for the disclosure of confidential information that (i) is, or becomes, in the public domain without its breach of this confidentiality obligation; was already rightfully known to Securiton at the time of disclosure; (ii) is disclosed by Securiton with the prior written approval of the Buyer; (c) becomes known to Securiton from a source other than the Buyer without breach of an agreement with the Buyer by a third party, in particular is disclosed by the Buyer to such third party without restriction; (iii) is independently developed by Securiton without regard to the confidential Information of the Buyer; or (iv) is ordered to be disclosed by a court or governmental agency of competent jurisdiction after Securiton shall have afforded the Buyer the opportunity to defend against any motion to disclose.
- 12.2 To the extent Securiton processes personal data in the course of its work, the Buyer's instructions and the applicable data protection law shall be observed and appropriate measures taken to protect such data from unauthorised access by third parties. For further information on our privacy policy see <<https://www.securiton.com/en/about-us/securiton/privacy-policy.html>>.
- 13. Force Majeure**
Securiton shall not be in default and not liable for a failure to perform any of our obligations if such failure was due to an impediment beyond our or our contractors, buyers, vendors, suppliers or subcontractors control, including but not limited to: acts of God, total or partial destruction of the production plant or site, shortages, conditions of war, mobilization, insurrection or civil disturbance, revolution, acts of government in either their sovereign or contractual capacity, acts of terror, fire, epidemics, quarantine restrictions, unusual severe weather conditions, embargoes or trade restrictions or any other cases which are considered as Force Majeure according to the international practice.
- 14. Export control and sanction regimes**
- 14.1 Our obligation to fulfill this agreement is subject to the precondition that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions, in particular export control provisions.
- 14.2 If the Buyer transfers Deliverables (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) to a third party worldwide (to the extent permitted under sect. 1.4 above), the Buyer shall comply with all applicable national and international (re-) export control regulations. In any event, the Buyer shall comply with the (re-) export control regulations of Switzerland, the Federal Republic of Germany and of the European Union.
- 14.3 If required to conduct export control checks, the Buyer, upon our request, shall promptly provide us with all information pertaining to particular end customer, destination and intended use of Deliverables, as well as any export control restrictions existing.
- 14.4 The Buyer shall indemnify us and hold us harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by the Buyer, and the Buyer shall compensate us for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Buyer.
- 14.5 This provision does not imply a change in burden of proof.
- 15. Applicable law and venue**
- 15.1 To the Contract, Swiss substantive law shall apply. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Sales Convention) is expressly excluded.
- 15.2 The competent courts of **Berne, Switzerland**, shall have exclusive jurisdiction for all disputes arising out or in connection with this Agreement.
- 16. Sundries**
- 16.1 These GTC, together with our offer or confirmation, constitute the entire agreement with the Buyer and supersede all prior agreements, statements, representations and understandings, whether oral or written, with respect to the subject matter hereof and thereof.
- 16.2 Should any provision of this agreement be or become unenforceable, this shall not affect the validity of any other provision of this Agreement. The Parties agree to replace such provision by another provision or provisions, which will as closely as possible reflect the original legal and economic intention of the parties.
- 16.3 Nothing in this agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose. The Buyer will avoid any and all reference which might suggest such Agency, Partnership or Joint Venture.
- 16.4 Modifications or amendments to these GTC shall be binding only if mutually agreed to by us and the Buyer in written form.