

General Terms and Conditions Delivery and Installation

1. Scope

- 1.1 The General Terms and Conditions (GTC) are an integral part of the offer/contract and govern the delivery of products and – if agreed – the installation of security systems by Securiton.
- 1.2 In the event of contradictions between the contract and the GTC, the provisions of the contract shall take precedence. Any terms and conditions of the customer shall not apply.
- 1.3 If any provisions of this GTC are deemed to be invalid, the invalid provisions shall be replaced by the parties with new agreements which come as close as possible to the economic and legal purpose of the invalid provisions.
- 1.4 The conditions of SIA standard 118/380 are subsidiary to the contract and the Securiton GTC.

2. Contract Conclusion and Written Form

- 2.1 Offers shall remain valid for a period of 30 days in the absence of any agreement to the contrary.
- 2.2 The contract is established upon its signature by the parties or when Securiton sends confirmation of the order.
- 2.3 Alternatives and supplements to the contract must be agreed by the parties in writing. Reclamations, reminders, complaints, etc. must be submitted in writing.

3. Precontractual Specifications

- 3.1 The information contained in offers, brochures, drawings, etc. is based on the valid specifications and the state of the technology at the time of the offer. Changes up to delivery date are reserved insofar as they do not affect functional use.

4. Scope of Services

- 4.1 Securiton always provides tried and tested, state-of-the-art products in a standard version; otherwise the delivery complies with the description of services in the contract. If the delivery also comprises standard software programs with the related documentation, the relevant terms of delivery and licence terms of the subcontractors concerned exclusively apply to those programs.
- 4.2 Securiton is explicitly entitled to deviate from the agreed individual performance features of the products providing no functional restrictions result from the deviation. The customer shall accept any changes arising thereby. However, Securiton is not obliged to undertake such alterations on products already manufactured or delivered.
- 4.3 Securiton installs the system in accordance with SN EN16763, the state of the art according to the latest directives of the VKF (Swiss Cantonal Fire Insurance Association) and the SES (Swiss Association of Installers of Security Systems), as well as the specifications agreed with the customer. Upon transfer of the system to the customer, Securiton provides a standard system manual and standard operating

instructions. Additional or individualised system manuals or instructions are provided at extra charge.

5. Changes to the Scope of Delivery Services

- 5.1 Changes to the scope of the contract can affect agreed prices and deadlines. Namely, the following additional services are charged separately providing they have not been explicitly agreed upon as an integral part of the contract:
 - a. revision of solution suggestions as well as redrafting construction documents due to changes in the building structure or new concepts of the customer;
 - b. setting up provisional systems or test systems;
 - c. drafting documentation for special constructions made necessary by structural considerations;
 - d. follow-up instructions for customers, system operators or third parties;
 - e. extending or adapting standard software;
 - f. waiting periods due to blocked access to system parts or equipment locations;
 - g. clarification of or drafting of drawings and diagrams for devices provided on-site;
 - h. connecting and testing external signals and circuits;
 - i. extraordinary visits to the construction sites and meetings due to changes made necessary by structural considerations;
 - j. services required by the fire brigade, police or building insurance provider or other services demanded by other organs, such as certification, situational plans, etc.;
 - k. coordination, meetings and clarification with third parties or subcontractors appointed by the customer.

6. Contract Execution

- 6.1 The customer shall promptly appoint a contact person in writing after conclusion of the contract. The customer is responsible for coordinating the commissioned contractors. Additional efforts on the part of Securiton which become necessary as a result of a failure to adhere to the terms and conditions set forth for coordination shall be charged separately.
- 6.2 The customer is obliged to inform Securiton in a timely manner of any special legal or official or other regulations and conditions which affect execution, delivery, installation and the operation of the contract object.
- 6.3 Securiton reserves the right to assign parts of orders to suitable subcontractors.

7. Preliminary Work by the Customer

- 7.1 The customer shall provide timely and professional execution of preliminary work required for the mounting of devices or contractually determined preliminary structural work and assembly aids. Securiton shall be informed of the construction progress in a timely manner.
- 7.2 If electrical installations are supplied by the customer, they must be faultless and tested with connection points clearly designated. Additional expenditure and

damage resulting from defective wiring which does not comply with the specifications shall be charged to the customer. Areas where electronic components are installed must be free of dust, which means that no further dust-generating construction work may be performed during or after installation of such components.

8. Installation

- 8.1 Installation takes place in cooperation with the customer. The customer shall ensure that Securiton has unimpeded access without waiting times to all system parts and sites. Securiton must be provided with suitable rooms which can be locked to store material, devices and tools.
- 8.2 Should any special safety precautions apply for the operation of the systems at the installation site of devices or stationary connections, the customer will fulfil the requirements to enable unimpeded execution of the contract in a timely manner without additional expenditure for Securiton. Furthermore, the customer shall provide Securiton with any necessary assistants, free of charge, for system start-up. Should the work need to be executed outside normal working hours for any reason, the resulting additional expenses will be charged according to Securiton's current rates.
- 8.3 Securiton shall satisfy the conditions of FCOS (Federal Coordination Commission for Occupational Safety) guideline no. 6512 (working equipment) and insists on adherence to them when equipment is supplied by the customer or third parties. In particular, this applies to scaffolding, hydraulic ramps, ladders and the power supply to the construction site.

9. Integrating Third-Party Systems

- 9.1 All systems which exchange data with Securiton products are considered third-party systems.
- 9.2 When integrating third-party systems, Securiton is not liable for the performance of such systems or any features guaranteed by the manufacturer of the third-party system. Costs which may arise in connection with the third-party system are not included in Securiton's quotations and offers unless they are explicitly specified. Securiton strives to point out expected costs of this nature of which they are aware. No legal consequences shall arise for Securiton through the failure to mention even known costs.
- 9.3 The customer bears responsibility for the description and testing of the functional scope of third-party system integration and is obliged to raise objections on deviations from the plan in a timely manner. Should the customer fail to provide a description, Securiton will integrate the third-party system functionally according to its own requirements. However, the customer shall have no right to subsequent rework.
- 9.4 The customer must ensure that the necessary infrastructure, such as telephone lines or IP networks, is operational in the event of remote alarms or data transfers. The operation of this infrastructure must be arranged with telecommunications and network providers in such a way that the accessibility required for triggering alarms or performing data transfers is guaranteed at all times.

10. Contract Performance via Remote Access

- 10.1 Provided the delivery object so permits, Securiton may also undertake delivery via remote access to the customer's systems and databases. In this case, the customer is responsible for Securiton being able to properly provide its services via remote access. In particular, the customer will issue Securiton with the necessary authorisations and inform Securiton and its employees, at its own expense, about its IT procedures.
- 10.2 Securiton assumes that the customer maintains a state-of-the-art IT security concept and ensures that appropriate safeguards (such as security updates to the system and antivirus programs) are in place and always kept up to date.
- 10.3 If the customer must hold licences for remote access, the customer will obtain these at its expense and maintain them for the entire duration of delivery.
- 10.4 In order to undertake remote access, Securiton is entitled to access the systems and customer databases that are relevant to the activity.
- 10.5 Securiton may copy data from the customer's systems to its own systems if this is unavoidable for troubleshooting purposes.

11. Delivery Dates

- 11.1 The delivery dates and periods noted in the quotations are non-binding guidelines. The delivery deadlines become effective as soon as official formalities such as import permits and payment approvals have been obtained, order-related payments have been made, collateral has been provided, if applicable, and the relevant technical points have been clarified.
- 11.2 Only the delivery dates agreed in the contract apply, subject to events of force majeure (i.e. obstacles which, despite exercising due care, cannot be averted, regardless of whether these arise at Securiton, the customer or a third party. These include, but are not limited to, official actions or omissions; riot, mobilisation, war; labour disputes, lock-outs, strikes, accidents and other significant interruptions to operations; epidemics, natural phenomena; terrorist activities), transport problems, official embargos as well as late delivery by subcontractors. Delivery may also be delayed if:
 - a. Securiton has not received the required information for execution in a timely manner or if the customer has changed such information subsequently, thereby causing a delay in delivery;
 - b. the customer is late with the work to be executed by it or is behind in its fulfilment of contractual obligations, particularly if the customer fails to comply with the terms and conditions of payment.
- 11.3 Securiton is not liable for construction delays. Any additional work and expenses which become necessary as a result shall be invoiced according to the current work fees.
- 11.4 If, in the event of a delay, the customer is provided with assistance by means of substitute deliveries, any claim for damages shall become null and void.

11.5 Deliveries to resellers

All orders must be placed in writing or by e-mail, whereby the following information is essential:

- Quantity, item number, designation.
- Products ordered as samples will be invoiced 14 days from the date of delivery.
- Sample products in perfect condition which are returned in their original packaging within a month after invoicing will be credited at 100%.

11.6 Terms and conditions of delivery

The products are generally delivered immediately from stock. Should delivery from stock not be possible, the estimated delivery date will be indicated in the delivery confirmation. If it is not possible to fulfil an order with a single delivery, no charges will be made for subsequent deliveries.

12. Acceptance

12.1 Securiton shall inform the customer in good time of the acceptance test date. An acceptance protocol will be drawn up and signed by the customer and Securiton. The protocol shall document whether acceptance has been given or refused.

12.2 Acceptance may only be refused if there are significant defects. In the case of minor defects which do not significantly affect the performance of the delivered product, acceptance is considered successful. The customer must set a reasonable deadline for the subsequent repair of the documented defects by Securiton.

12.3 Acceptance is also considered successful:

- a. if acceptance cannot be carried out on the scheduled date through no fault on the part of Securiton;
- b. if the customer should without cause refuse acceptance or signature of the protocol, or
- c. as soon as the customer begins to use the products provided by Securiton.

12.4 If the customer is absent on the scheduled acceptance date without justification or if acceptance is refused, the right to use the product is revoked and Securiton may deactivate the system. Securiton reserves the right to assert claims for any expenses incurred in connection with this.

12.5 Upon acceptance, the contract is deemed to have been fulfilled and the complaint and limitation periods for transfer of ownership enter into effect.

13. Transfer of Benefit and Risk

13.1 Benefit and risk shall transfer to the customer by no later than on delivery ex-factory. Should the delivery be delayed or made impossible through no fault of Securiton, the products will be stored and insured at the expense and risk of the customer.

14. Prices and Terms of Payment

14.1 The prices are given in Swiss francs excluding VAT. Statutory duties shall be charged to the customer at the respective current rates. Deductions from the invoiced amount by the customer are not permitted.

14.2 Payments are to be made as follows:

payments on account of 30% each upon order placement, delivery and commissioning within 10 days of

receipt of the invoice; 10% within 30 days of receipt of the final invoice.

14.3 Securiton reserves the right to adjust prices if the prices for wages or materials fluctuate during the period between the submission of the quote and contractual delivery. These price adjustments shall be made in accordance with the gliding scale formula of Swissmem.

14.4 If the conditions upon which the prices are based, in particular currency parities or state/official taxes, levies, fees, duties, etc., change between the time of the quote and the agreed time of delivery, Securiton is entitled to adjust the prices and terms to reflect the new conditions.

14.5 The customer may make counterclaims, even if they originate from the same contract, only with the written consent of Securiton.

14.6 Scheduled work will be billed separately on a continual basis. Any discounts on contract performance are not applicable to scheduled work. For work performed outside Securiton's regular working hours, the following surcharges shall apply:

- Monday to Friday
8 pm to 6 am: surcharge of 50%;
- Saturdays
midnight to midnight: surcharge of 50%;
- Sundays and official holidays
midnight to midnight: surcharge of 100%.

14.7 Payment deadlines must also be observed when transport, delivery, assembly, start-up or acceptance of the system have been delayed or made impossible through no fault of Securiton.

14.8 The reduction or withholding of payments on the grounds of complaints, claims or counterclaims by the customer which are not recognised by Securiton is prohibited. Payments must be effected even if insignificant parts are missing but do not make the intended use of the product impossible or if subsequent work on the system proves necessary.

14.9 Should the customer fail to observe the agreed payment deadlines, interest of 5% per year shall become due on any late payments as of the due date without a special reminder needing to be sent. The payment of interest on late payments shall not cancel the obligation to meet contractually stipulated payment obligations.

14.10 If individual system components have been assembled or if significant interruptions occur locally, Securiton is entitled to issue partial invoices for all the work performed to date.

14.11 Should the customer fail to effect payment as agreed in the contract, Securiton is entitled to adhere to the contract or to withdraw from it and to claim damages in either case.

14.12 If the customer is in default on further payments or should Securiton have justified reason to fear that payments from the customer will not be received in full or on time owing to circumstances arising after contract conclusion, Securiton is without restriction legally entitled to stop further performance of the contract and to withhold goods ready for delivery until new terms and conditions of payment and delivery can be

agreed. Should a corresponding agreement not be reached within a reasonable period of time, Securiton has the right to withdraw from the contract and request damages.

15. Retention of Title

15.1 Securiton shall retain ownership of the delivered product until payment has been made in full. The customer is obliged to take all steps necessary to protect the property of Securiton; in particular, Securiton shall be authorised, upon conclusion of the contract, to have the retention of title registered or noted in public registries, books or such subject to the corresponding legal provisions and to handle all related formalities in this respect at the customer's expense.

15.2 The customer shall maintain the delivered objects at his expense for the duration of the retention of title and insure the object on behalf of Securiton against theft, damage, fire, water and other risks.

16. Warranty

16.1 For a period of 12 months from delivery ex-works, or from acceptance in the case of installation by Securiton, Securiton shall warrant that with respect to their performance, the delivered products essentially conform to performance specifications described in the contract. Should delivery be delayed for any reasons for which Securiton cannot be held responsible, the warranty ends 12 months after readiness for dispatch.

16.2 In the event of defects as a result of material, design or manufacturing errors, Securiton is obliged to make repairs or to provide replacement at its discretion. Parts replaced in connection with the warranty become the property of Securiton. Necessary repairs can be performed by Securiton during business hours by arrangement with the customer. A maintenance agreement must be concluded for maintenance work performed outside Securiton's business hours.

16.3 As long as the customer is in default on payments, Securiton may refuse any warranty. This shall not constitute an interruption of the warranty period.

16.4 Damage due to normal wear and tear is excluded from all warranty as well as inadequate maintenance, non-observance of operating instructions, excessive use, unforeseen external effects, unsuitable operating supplies, customer or third-party interference with the hardware or software (i.e. hacking), chemical or electrolytic influence, faulty construction or assembly work not executed by Securiton or damage sustained as a result of other causes for which Securiton is not responsible. Similarly, no warranty is given in respect of the application and use of video security systems by the customer, with particular reference to compliance with the relevant laws.

16.5 In particular, Securiton is not liable for consequential damage such as, e.g.:

- police, fire brigade or alarm response actions;
- security measures to be taken by the customer, especially on partial or complete decommissioning of the system, including as a result of maintenance services;
- direct or indirect consequences of false alarms;

- accidental activation of extinguishing systems (extinguishing agent substitution and consequential damage);
- the deployment of security personnel;
- compensation for additional expenditures incurred by the customer or third parties;
- lost profits;
- impairment of the system's function due to structural changes;
- damage resulting from loss of data; the customer is responsible for archiving of data;
- defective or failed alarm transmission due to damage sustained to the alarm transmission system or alarm transmission route as a result of structural changes, changes to the telecommunications infrastructure made by the telecommunications operator or following a change of provider.

16.6 Any warranty expires when the customer or any third party interferes with (hacking), changes, repairs or performs other maintenance work on the delivered products without written consent from Securiton; the same shall also apply if the customer fails to immediately take suitable measures to prevent more extensive damage.

17. Proprietary and Intangible Property Rights

17.1 Proprietary and intangible property rights on all drawings, designs, circuitry, offers, etc. remain with Securiton. This documentation may not be made accessible to third parties without prior written consent from Securiton and may not be copied nor used for the in-house manufacture of these objects.

17.2 The customer may not alter the designations, copyright notices, trademarks or proprietary information of Securiton in any way.

17.3 The intellectual property and the right to further use are reserved by Securiton or their licensors even if the customer subsequently makes changes to the product.

17.4 Any extension or change to the products by the customer requires the written consent of Securiton.

17.5 The customer shall take necessary measures to protect computer programs, work results and documentation against undesired access, misuse and computer viruses.

18. Rights to Plans, Documentation and Software

18.1 Each party reserves all rights to plans, technical documents and software programs which they have issued to the other party. The receiving party acknowledges those rights and will not make plans, documents and software programs accessible to third parties, or use them for any purpose other than that for which they were issued, without the other party's prior, written consent.

19. Property Rights

19.1 reasonable care, to ensure that the services and products rendered do not conflict with the third-party intellectual property rights, as far as discernible for Securiton. There shall only be a guarantee and liability on the part of Securiton that the services rendered do not violate any third-party intellectual property rights if

and insofar as this is expressly and specifically set out in the contract.

20. Observance of Export Control Regulations

- 20.1 Performance of the contract is subject to there being no obstacles to performance due to national or international rules of foreign trade law, in particular export control regulations, and no embargos or other sanctions.
- 20.2 In the event of the transfer of the goods delivered by Securiton (hardware and/or software and/or technology and related documentation, irrespective of the manner in which they were made available) or of the work and services rendered by Securiton (including technical support of any kind) to third parties in Switzerland and abroad, the customer must abide by the applicable rules of national and international (re-)export control law. In any event, it must abide by Swiss (re-)export control regulations.
- 20.3 If necessary for export control checks, on request the customer will immediately provide Securiton with all the information about the end recipient, final destination and intended use of the goods delivered or work and services rendered by Securiton and the related export control restrictions.
- 20.4 The customer fully indemnifies Securiton against all claims made against Securiton by authorities or other third parties on account of non-fulfilment of the aforementioned export control obligations and undertakes to compensate all damages and expenditures incurred by Securiton in this connection, unless the customer is not responsible for the breach of duty. This shall not entail a reversal of the burden of proof.

21. Confidentiality and Data Protection

- 21.1 The parties undertake to treat as confidential all documents and information received from the other party in connection with the work and services, including all copies or recordings thereof, and all documents and information that are processed for the customer, at all times, including after the completion of the work and services, as if they were its own trade secrets. It will not unnecessarily distribute them within the company or the group and will not make them accessible to third parties, other than subcontractors, either in whole or in excerpt form. This obligation does not apply to documents and information which demonstrably a) became general knowledge without a breach of this duty of confidentiality; or (b) were lawfully obtained by third parties without a breach of confidentiality; or (c) were independently created.
- 21.2 Insofar as Securiton processes personal data while working on systems and documentation, directives of the customer and of data protection law will be followed and appropriate measures taken to secure such data against unauthorised access by third parties.
- 21.3 Securiton is entitled to forward documents and information to subcontractors as necessary, provided those subcontractors have first been made subject to a written obligation in accordance with the foregoing provisions.

22. Liability

- 22.1 Securiton is covered for damages arising from general third-party liability for bodily injury and property

damage up to a maximum of CHF 30 million. Liability for purely economic losses is restricted to CHF 3 million. Any further liability of Securiton is excluded.

- 22.2 Liability of the parties for damages resulting from wilful or grossly negligent conduct remains reserved.
- 22.3 On request the customer will receive confirmation from the insurance company.

23. Applicable Law and Jurisdiction

- 23.1 Swiss law shall govern the GTC. The applicability of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is explicitly excluded. Insofar as no binding law exists, the venue for proceedings shall be Bern. Securiton is entitled to prosecute the customer at the site of the system installation.
- 23.2 In case of doubt or in court the German version of the GTC shall be exclusively applicable.