

## General Terms and Conditions Rental

### 1. Scope

- 1.1 The General Terms and Conditions (GTC) are an integral part of the offer/contract and govern the rental of security systems between the customer (Lessee) and Securiton (Lessor).
- 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.

### 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. Rental Object

- 3.1 The Lessor shall provide the Lessee with use of the rental object specified in the detailed offer for the fixed rental term.
- 3.2 The rental object shall remain the Lessor's property for the entire term of the contract.
- 3.3 The Lessor is entitled to personally inspect the leased rental object or arrange for it to be inspected by an agent at any time, by prior agreement with the Lessee. The Lessee is obliged to acquiesce to this inspection and to support the Lessor to the best of its ability.
- 3.4 The Lessee is not entitled to grant rights to the rental object to a third party. In particular, it is not entitled to sublease the rental object or to otherwise allow its use by a third party.
- 3.5 The Lessee is obliged to prevent the seizure of the rental object, in particular by attachment, retention or arrestment, and to immediately inform the Lessor of financial difficulties, in particular of imminent filing for bankruptcy, and make the relevant debt enforcement and bankruptcy agency or other third parties aware of the Lessor's title to the object. The Lessee shall bear all costs incurred by the Lessor to defend itself against any claims to the rental object asserted by third parties.

### 4. Rental Term

- 4.1 The rental term commences at the agreed time of handover of the rental object by the Lessor and automatically ends on expiry of the agreed fixed rental term, by means of the return of the rental object by the Lessee.

### 5. Rent

- 5.1 The rent is due on the 1st of each month, in advance, plus VAT, the first instalment being due as per the rental contract.
- 5.2 There shall be no offsetting of the rent against claims of the Lessee against the Lessor.

### 6. Security Deposits

- 6.1 In addition to the rent, the Lessor may require the Lessee to pay a deposit. The deposit shall serve as surety for all claims arising from the rental contract and must be refunded to the Lessee upon the return of the rental object in a contractually stipulated condition. The Lessor may offset its unpaid claims arising from the leasing relationship against the claim to a refund of the deposit.

### 7. Handover of the Rental Object

- 7.1 The Lessor shall make the rental object available for collection, complete with accessories and operating instructions, no later than at the start of the rental term. The Lessee will be given the opportunity to inspect the rental object, or have it inspected by third parties, before collecting it.
- 7.2 Alternatively, the Lessee may instruct the Lessor to supply and install the rental object complete with accessories and operating instructions. The Lessor's valid GTC for Supply and Installation shall apply in this case.
- 7.3 The parties shall draw up an acceptance record, which must be signed by both parties. The Lessee must make the Lessor aware of any obvious defects affecting the rental object immediately after the inspection is completed and note them in the acceptance record.

### 8. Maintenance and Use/Rectification of Defects

- 8.1 The Lessee must use the rental object in a careful manner, in accordance with the instructions given. The system must not be incorrectly operated, misused or overloaded. The Lessee will be required to compensate the Lessor for repairs, additional maintenance work and impairments in value caused by inappropriate or improper use. Alterations to the rental object by the Lessee are prohibited.
- 8.2 The Lessee bears sole responsibility for use of the rental object. Accordingly, the Lessee is solely responsible for the rental object being used in accordance with the statutory provisions, specifically the Swiss Data Protection Act (DPA) and others. The Lessor accepts no liability whatsoever in this regard. By accepting the rental contract, the Lessee confirms that it is familiar with and will abide by the statutory provisions.
- 8.3 The Lessor undertakes to rectify defects mentioned by the Lessee at the time of handover or thereafter, provided they are notified without delay. Defects mentioned late by the Lessee may result in claims for damages by the Lessor.

**9. Operation and Maintenance**

- 9.1 The costs of operation and regular maintenance of the rental object are included in the rental contract. Maintenance work to the rental object may exclusively be undertaken by the Lessor and must be tolerated by the Lessee. In addition, the Lessor's valid GTC for Maintenance shall apply.

**10. Return of the Rental Object**

- 10.1 Upon the expiry of the rental term, the Lessee must return the rental object in good condition at the location where it was made available for collection. If the property is not returned in good condition or is returned to the wrong location, the Lessor may charge to the Lessee the additional expenditure thus incurred. The rental object shall be deemed not to have been returned until it is restored to good condition. The same applies if the rental object is returned in an incomplete state.
- 10.2 In the event of late return, the Lessee must pay the rent for each started week. Further claims for damages by the Lessor are expressly reserved.
- 10.3 If the Lessee is late returning the rental object, the Lessor shall also be entitled to take back the rental object at the Lessee's expense.
- 10.4 Upon its return, the rental object shall be inspected by the Lessor in the presence of the Lessee. The outcome of the inspection must be documented in writing by the parties and duly signed. If the parties fail to reach agreement regarding the drafting of the handover record, the rental object must be inspected by an expert at the request of one of the parties. The expert must then determine the extent of the defects and damage and the likely costs of rectification as well as the man hours required and record this in an expert report. The expert's report is binding upon both parties. The expert also stipulates who is to bear the costs of the report.

**11. Risk Assumption, Liability and Insurance**

- 11.1 For the entire duration of the rental term, the Lessee shall bear the risk of accidental damage to and loss of the rental object and, in such event, must inform the Lessor of this at once.
- 11.2 Moreover, the Lessee shall be liable for all damages sustained by third parties caused by, or connected with the use of the rental object. If claims are asserted against the Lessor by third parties as a result of a damaging event, it may seek recourse against the Lessee.
- 11.3 The Lessee itself shall arrange and pay for the necessary insurance to cover damages.
- 11.4 The Lessor 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 the Lessor is excluded.
- 11.5 Liability of the parties for damages resulting from wilful or grossly negligent conduct remains reserved.

**12. Default and Other Contractual Breaches**

- 12.1 If the Lessee is in arrears with rent payments, the Lessor shall be entitled, after a written reminder and expiry of the deadline stated, to terminate the rental

contract without notice. In this event, the Lessee must compensate the Lessor for all losses incurred, in particular the outstanding rent until the end of the normal contractual term.

- 12.2 In the event of payment arrears, default interest of 5% is also due.
- 12.3 The Lessor also has the right of extraordinary termination for other important reasons, in particular if, despite being sent a reminder and allowed an extension of time, the Lessee fails to fulfil its contractual obligations.

**13. Signing Authority**

- 13.1 By placing their signatures, the natural persons signing the contract on behalf of the parties confirm that they are authorised and entitled to legally commit the parties concerned.

**14. Choice of Law and Jurisdiction**

- 14.1 Swiss law applies. Insofar as no binding law exists the venue for proceedings shall be Bern. The Lessor is entitled to prosecute the Lessee at the location where the rental object is situated.
- 14.2 In case of doubt or in court, the German version of the GTC shall apply.