

General Terms and Conditions

Maintenance

1 Scope

- 1.1 The General Terms and Conditions (GTC) are an integral part of the offer/contract and govern the maintenance of the customer's systems by Securiton.
- 1.2 In the event of contradictions between the contract and the GTC, the provisions of the contract shall take precedence; the GTC of Securiton take precedence over any terms and conditions of the customer.
- 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 explicit 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 Scope of Services

- 3.1 Maintenance shall be carried out according to DIN 31051, SN EN16763 and DIN/VDE 0833, provided the system is used under normal operating conditions.
- 3.2 Fire detection and fire alarm systems shall be maintained in accordance with the directives of the VKF (Swiss Cantonal Fire Insurance Association), version dated 01.01.2017, and of the SES (Swiss Association of Installers of Security Systems), version dated 01.01.2015.
- 3.3 Intrusion and hold-up systems shall be maintained in accordance with the directives of the SES, version dated 01.01.2011.
- 3.4 Video surveillance and access control systems shall be maintained in accordance with the recommendations of the SES.
- 3.5 The services detailed below are only covered by the contract if explicitly mentioned therein.

4 Description of Services

4.1 Operational readiness

The telephone information and on-call service is guaranteed throughout Switzerland during the normal working hours of Securiton. If faults are reported to Securiton by 11 a.m. on a working day, Securiton will deploy personnel to work to rectify faults the same day, otherwise they will be deployed on the next working day. Securiton keeps a spare parts warehouse to replace defective parts. For large systems, Securiton advises the customer to keep a store of its own replacement materials on its premises. If the customer does not have a spare parts warehouse, Securiton is unable to replace complete systems or parts thereof within a reasonable time in the event of major damage (after a lightning strike, etc.). Securiton shall be entitled at any time to terminate maintenance for products whose technological service life is over. If possible, a replacement product will be offered to the customer. Securiton is not obliged to undertake maintenance if the customer does not accept the replacement solution.

4.2 On standby for emergency call-outs

Securiton maintains an emergency standby service outside its normal working hours. The customer will be notified of the telephone number for the emergency standby centre. The Securiton emergency standby service is provided through the emergency standby centre. The customer is not permitted to directly approach or mobilise personnel of Securiton. Securiton shall be entitled to undertake the work via a data line or on site, at its discretion and depending on the technological means available.

4.3 Inspections

Hardware inspections comprise:

- visual inspection of freely accessible equipment
- check of central functions
- inspection of accumulators (load and voltage check), inspection of power supply units

Inspection of the software comprises:

- checking the customer parameters required for operational purposes
- checking the time and date and adjusting if necessary
- checking the backup procedure
- retrieving log files
- functional testing on a random basis

4.4 Maintenance

Maintenance of the hardware comprises:

- any cleaning of the mechanical parts required for functional purposes
- functional check of mechanical parts and of the wear margin (wear and tear)
- replacement of worn parts or parts with a limited service life
- functional check of electrical and electronic equipment
- functional check of the electrical interface with external systems on the output terminal of the system supplied by Securiton

- adjustment of specific physical parameters
- analysis of any existing operational diagnostics (earth leakage, dust, percentage of read errors, percentage of transmission errors, etc.)
- system test

Maintenance of the software comprises:

- function test
- implementation of new software versions to rectify serious software errors
- creation of backup prior to maintenance work
- reorganisation of databases

4.5 Repairs

- rectification of defects found during the functional check
- investigation and rectification of faults affecting the systems originally delivered, on site or via data line
- investigation and rectification of any faults involving false alarms

5 Services to Be Undertaken by the Customer

- 5.1 Functional check and operation in accordance with Securiton's recommendations or specifications stipulated by the responsible insurance companies.
- 5.2 The replacement of wear parts or consumables when required, such as printer paper, magnetic tapes, batteries, works-inspected fire detectors or test gas.
- 5.3 Functional testing carried out by the customer, material replacement and any unusual events which are detected (interruption, partial deactivation, power failure, alarms, damages, etc.) must be entered in the system log.
- 5.4 Securiton's personnel must be provided with assistants (key carriers) and the necessary equipment (e.g. ladders, scaffolding, hydraulic lifts) free of charge, when required. Access to the equipment must be guaranteed. The customer shall ensure that no waiting time is incurred while Securiton is carrying out maintenance work.
- 5.5 It must be possible to enter the passwords for the system at all times. If Securiton is not in possession of the necessary passwords, the appropriate representative of the customer must be available for the entire duration of work performed by Securiton.
- 5.6 Responsibility for compliance with data protection legislation rests with the customer. The customer must instruct Securiton's personnel accordingly.
- 5.7 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.

6 Contract Performance via Remote Access

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 In order to undertake remote access, Securiton is entitled to access the systems and customer databases that are relevant to the activity.
- 6.5 Securiton may copy data from the customer's systems to its own systems if this is unavoidable for troubleshooting purposes.

7 Warranty

- 7.1 Damages resulting in particular from abnormal operating conditions, force majeure, lightning (inductive reactance), exceptional stress or wear, harmful environmental influences, improper operation of the system, breaches of due diligence obligations or non-observance of the operating instructions are not covered by the warranty.
- 7.2 Securiton shall grant a warranty of six months on all replacement parts and repairs made to original equipment.
- 7.3 In the case of equipment (PCs, monitors, etc.) furnished by the customer, whether procured from a third-party supplier or already in place, which are returned by Securiton to the supplier for repair, the supplier's warranty shall apply, however a minimum of three months.
- 7.4 Following a factory overhaul, Securiton shall grant a warranty of three months on the replaced parts.
- 7.5 In particular, Securiton is not liable for consequential damage such as:
 - 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 repair maintenance;

- 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 service operator or following a change of provider.
- 7.6 Any warranty expires when the customer or a third party interferes with, 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.

8 Alteration/Decommissioning of the System

- 8.1 The customer must notify Securiton in writing in the event of contractually relevant events (change in ownership, decommissioning, etc.).
- 8.2 No equipment or other component parts originally delivered by Securiton may be removed from the system or manipulated without the express consent of Securiton.

9 Prices and Terms of Payment

- 9.1 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.
- 9.2 Expansions or modifications to the system that lead to greater expenditure in order for Securiton to meet its contractual obligations shall result in an adjustment of the contractually specified fees. These may be automatically adjusted by Securiton at the start of the next calendar year, provided the difference is not more than 20% of the current fee, otherwise Securiton will prepare a new contract.
- 9.3 The terms of payment for services and deliveries of materials are 30 days net.
- 9.4 Securiton's current work fees apply to services which are billed at cost.
- 9.5 For work performed outside 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 public holidays midnight to midnight: surcharge of 100%
- 9.6 Securiton shall not be obliged to meet the contractual obligations if payment is overdue and a reminder has been sent.

10 Special Conditions

- 10.1 If any government regulations apply, these are binding upon both parties. The applicable norms of the Swiss National Accident Insurance Organisation (SUVA) must be observed. Employees of Securiton shall be equipped with the personal equipment necessary for complying with these norms under normal working conditions. The customer shall be responsible for taking protective measures in the event of abnormal working conditions (asbestos contamination, presence of dust, gas and toxins, radioactivity, high temperatures, etc.). Securiton is not obliged to carry out the corresponding services until these protective measures are in place.
- 10.2 The customer acknowledges that the emergency standby centre records incoming telephone calls.

11 Confidentiality and Data Protection

- 11.1 Securiton undertakes to treat as confidential all documents and information received from the customer in connection with its work and services, including all copies or recordings thereof, and all documents and information that are created 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 by us.
- 11.2 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.
- 11.3 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.
- 11.4 In accordance with the foregoing provisions, the customer will treat as confidential and not make accessible to third parties all documents received from Securiton which are marked «confidential» or «industrial secret», etc.

12 Liability

- 12.1 Securiton is covered by comprehensive liability insurance for damage to persons or property up to a total of CHF 30 million. Liability for pecuniary loss is restricted to CHF 3 million. Any further liability of Securiton is excluded.
- 12.2 On request the customer will receive confirmation from the insurance company.

13 Applicable Law and Jurisdiction

- 13.1 Swiss law applies. 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.
- 13.2 In case of doubt or in court, the German version of the General Terms and Conditions shall be exclusively applicable.