

General Contractual Terms and Conditions for the Alarm Reception Agreement of Certas AG / for the Intervention Agreement of Securitas AG

1. General

- 1.1 These General Contractual Terms and Conditions (GCTC) are enclosed on a supplemental basis as an integral contractual component of the order confirmation and the agreement of Certas AG and Securitas AG (hereinafter collectively referred to as «Certas / Securitas») and shall fundamentally regulate all points not mentioned therein. In the event of deviations, the text in the order confirmation or in the agreement shall take precedence. Any provisions to the contrary must be in writing and must be expressly stated in the order confirmation / in the agreement.
- 1.2 The customer acknowledges that Certas / Securitas shall record telephone conversations as required.

2. Contractual term

- 2.1 Both agreements shall be concluded for the remainder of the current calendar year and one more year. They shall be extended tacitly in each case by one more year if they are not terminated in writing at least three months before they lapse.
- 2.2 In the event that the customer moves out of the premises in which the alarm system is located, then the agreement may be prematurely terminated by the customer subject to the provision of three months' notice.
- 2.3 In the event that the agreement is terminated, then the customer shall be obliged to ensure that the alarm link to Certas AG is promptly disconnected. If the customer does not fulfil this obligation, then Certas AG shall be entitled to alternatively undertake the disconnection of the alarm link itself or have such disconnection carried out by a third party at the customer's expense. The customer shall be responsible for the payment of all expenditures in full.
- 2.4 If Securitas AG must abandon or alter the service organisation for any important reasons, then it shall be entitled to prematurely dissolve the contractual relationship subject to one month's notice. Emergency calls for older persons may be terminated at any time at the end of a month.

3. Services of Certas AG

- 3.1 Certas AG shall be responsible for the reception of the contractually prescribed alarms and notifications as well as their handling in accordance with the directives agreed in writing. Transmission of the alarm signal up to the time of reception at Certas AG is not a component of the contract.
- 3.2 Certas AG shall process and track the changes in directives reported by the customer in accordance with the contractual agreement.
- 3.3 Certas AG provides modern reception technology. The necessary technical environment (incl. technical modifications) is the responsibility of the customer.

4. Services of Securitas AG

- 4.1 Securitas AG shall ensure the readiness for intervention round the clock.
- 4.2 Based on an incident or a request Securitas AG intervenes according to the agreed intervention instructions.
- 4.3 In the event of a verified intervention command an intervention specialist goes to the corresponding intervention object as quickly as the organisational, personnel and traffic circumstances permit (without any time guarantee).
- 4.4 The intervention file containing the deposited keys and access regulations will be fetched / brought along if necessary.
- 4.5 Interventions times may occasionally be long because of organisational, personnel and traffic circumstances. **Furthermore, intervention personnel do not have any additional special technical, medical or care training.**
- 4.6 On site, circumstances are determined and the situation assessed. If it is considered necessary, the competent blue-light organisations (paramedics, police, fire brigade, emergency services, etc.) and/or contact persons previously designated by the customer (care services, friends, relatives, acquaintances, neighbours, etc.) will be alerted. Any resulting costs shall be borne by the customer.
- 4.7 **The intervention specialists do not assume any care, medical, evaluation or treatment functions on site.** An exception are first-aid measures which every citizen is obliged to administer and are considered reasonable. Apart from that, intervention bodies will not undertake any further activities in any of these areas.
- 4.8 Securitas does not arrest or detain persons.
- 4.9 The basis for the scope of services shall be formed by the instructions that have been individually agreed by Securitas AG in cooperation with the customer. The customer shall in each case receive an updated copy of the instructions from Securitas AG and is responsible on an ongoing basis for reviewing and updating such content.
- 4.10 Securitas AG shall process and implement the modified instructions reported by the customer according to contractual agreement but does not guarantee the currency of instructions or key function and corresponding registered addresses.
- 4.11 Customers may request access to the documents affecting their orders.
As required, Securitas AG shall be authorised to have its services rendered by qualified sub-contractors. If Securitas AG commissions sub-contractors, then it shall be liable for the careful rendering of services by the sub-contractor. Any commissioning of sub-contractors must always be reported in advance to the customer.

5. Cooperation obligations of the customer

The customer shall report all changes to the agreed directives and/or instructions in writing. This includes, in particular, contact addresses, measures, equipment codes and locking plans which are no longer valid.

6. Fee rates, payment

- 6.1 The monthly fees shall cover the reception and handling of the contractually specified alarms and notifications by Certas AG as well as the readiness for intervention on the part of Securitas AG. Added to this are the one-time connection costs incurred which are billed based on actual expenditures involved. Additionally, any interventions by Securitas AG shall likewise be billed based on actual expenditures involved.
- 6.2 The one-time connection costs and monthly fees of Certas / Securitas shall be billed by Certas AG. The collection of payments will be undertaken by direct debit and are payable six / twelve months in advance. An additional fee will be charged for hardcopy invoices. Interventions shall be separately billed by Securitas AG.
- 6.3 Expenditures, which are not specified in the agreed directives / instructions, may be separately billed. This includes, for example, telephone calls, transport or shipping expenses as well as costs which are incurred through improperly reported changes in directives / instructions or through false alarms.
- 6.4 The monthly fees are understood to be subject to the requirement that wages and labour relations remain the same. In the event of changes of the same, Certas / Securitas may also undertake a corresponding adjustment of the monthly fees during the contractual period after having given prior notification of its intention to do so. Extensions or modifications of the system which result in greater expenditure for the contractual fulfilment may automatically result in an adjustment of the monthly fees. Any work performed based on actual hours worked may be adjusted at any time without prior notice.
- 6.5 In addition, VAT shall be charged at the currently valid rate.
- 6.6 All invoiced amounts must be paid without any deductions within 30 days.
- 6.7 If customers fail to fulfil their payment obligation, then Certas / Securitas may immediately discontinue the rendering of their contractual services after a reasonable extension of the notice period. **The liability of Certas / Securitas for any resulting damage shall be excluded.**
- 6.8 In case of delayed payment, dunning fees may be charged from the 1st reminder. Certas AG is entitled to commission a collection agency with the settlement of late payments and forward all relevant data to them.
- 6.9 In individual cantons, the governmental authorities may, directly or via a collection agency, demand additional charges from the owner of an alarm system which are not included in this agreement and must thus be paid additionally.

7. SIM card

- 7.1 At the customer's request, a SIM card of TUS (telecommunications and security) can be supplied in connection with various Certas AG services. The customer undertakes to use the supplied SIM card solely in the intended alarm transmission unit. Any other use of the SIM card is strictly prohibited and may result in considerable costs and/or deactivation of the SIM card. Use of the SIM card supplied by TUS for private purposes (sending text messages, voice, e-mail and such-like) incurs additional costs that will be billed together with the Certas AG monthly charges in accordance with the current price list. TUS SIM cards are provided solely for the customer's use. The customer acquires no further rights to the SIM card. In particular, the customer has no entitlement to retention and/or porting of the SIM card calling number.
- 7.2 The SIM card costs may be revised by Certas AG at any time subject to a period of notice of three months. Should the customer be significantly disadvantaged by such a revision, he is entitled to cancel the contract as of the date on which the new prices come into effect. Any change to the relevant tax and duty rates entitles Certas AG to revise the monthly charges as of the date on which the change comes into effect.

8. Liability

- 8.1 The customer is covered for damage of up to CHF 10,000,000.- which results from the non-contractual performance of the order under the insurance for both personal injury and property damage which has been concluded by Certas / Securitas. Financial losses are covered up to an amount of CHF 1,000,000.- per event. The customer shall waive any more extensive claims against Certas / Securitas. Any claims must be asserted in writing within a timeframe of 4 weeks after the damage event. Otherwise, they shall be forfeited.
- 8.2 In particular, Certas / Securitas shall not be liable for damage which is attributable to technical defects in installations and equipment as well as misappropriation / theft or assault. Otherwise, the liability of Certas / Securitas shall be on a subsidiary basis; it shall not release customers from their obligation to conclude the required property insurance policies.
- 8.3 For destroyed or stolen data carriers (tapes, diskettes, hard disks or the like) Certas / Securitas shall be liable only for the material value, but not for the costs of data recovery.
- 8.4 **Certas / Securitas shall not be liable for services that fail to be rendered or are delayed which are attributable to hearing or transmission errors, defective third-party services (e.g. breakdown of the telecommunications network or the electrical power supply), or the interruption of service owing to technical malfunction or traffic obstructions.**
- 8.5 Certas AG is not responsible for the transmission and storage of video sequences and/or image sequences in the field of alarm verification and remote opening. The full responsibility lies with the customers and/or their service provider (e.g. installer / operator).
- 8.6

- 8.7 Certas / Securitas shall assume no liability for the proper execution of the order if changed directives / instructions have not been submitted in writing in a timely manner. If the customer or a third party switches the alarm system to test mode as the result of installation or maintenance work, Certas / Securitas cannot guarantee the reception and the handling of alarms and notifications. Certas / Securitas assume no liability for any resulting consequential damage. This shall also namely apply if the arming of the circuit is not executed after the work is finished.
- 8.8 **Any liability on the part of Certas / Securitas shall be excluded for direct or indirect consequences of false alarms, for deployment of police and fire brigade personnel as well as for the dispatch of keys.**
- 8.9 **In the event that orders accumulate, there may be delays in intervention for which Certas / Securitas assume no liability.**
- 8.10 **Securitas does not guarantee any reaction, drive, intervention or alarm times. Securitas does not guarantee any special technical, medical and care knowledge and therefore categorically rejects any performance standards as well as liability and warranty claims to this effect.**
- 8.11 Both Certas AG and Securitas AG shall be liable exclusively only for damage related to the services that they themselves have rendered. Joint and several liability based on a general partnership is expressly excluded.
- 9. Force majeure**
In the event of force majeure (particularly wars, epidemics, strike, disasters, etc.), Certas / Securitas may temporarily suspend, in whole or in part, the rendering of their services provided that they can no longer be rendered.
- 10. Applicable law / Legal venue**
Swiss law shall be applicable to all agreements with Certas / Securitas; the legal venue shall be Bern or the Swiss domicile of the customer, subject to a compulsory legal venue.

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