

General terms and conditions of contract

General terms and conditions of contract for the alarm reception contract of Certas AG

1. General

- 1.1 These general terms and conditions of contract are additionally enclosed with the order confirmation or the contract, as an integrated contract component, and basically regulate all the items not mentioned there.
- 1.2 In the event of deviations, the text in the order confirmation or contract takes precedence. Other provisions require the written form and must be explicitly listed in the order confirmation or contract.

2. Conclusion of contract

The contractual relationship will be concluded either by a contract signed by both parties or by a written order confirmation from Certas AG.

3. Term of contract

- 3.1 This contract will be concluded for the remainder of the current calendar year and one further year. It will be renewed automatically by a further year unless written notice of termination is given at least three months before expiry.
- 3.2 If the client relocates or if the object of the order is sold or otherwise abandoned, the client can terminate the contractual relationship prematurely, subject to a period of notice of three months.
- 3.3 At termination of the contract, the client is obliged to immediately disconnect alarm transmission to Certas AG. If the client does not comply with this obligation, Certas AG is entitled to disconnect alarm transmission itself instead, or to have disconnection performed by a third party, at the client's expense. The client is fully liable for all expenditure.

4. Scope of services

- 4.1 Certas AG is responsible for the receipt of the contractually stipulated alarms, notifications and signals as well as their handling in accordance with the instructions agreed in writing. Transmission of the signals up to reception by Certas AG is not part of the contract.
- 4.2 The client must inform Certas AG immediately and in writing of any changes or objections regarding the performance of the agreed services (instructions). These include, in particular, notification addresses, information on alarm systems and measures which are no longer valid. Certas AG processes and tracks the changes to instructions reported by the client according to contractual agreement.
- 4.3 If information is not given in time (immediate notification), rights from such objections cannot be asserted.
- 4.4 Certas AG will provide state-of-the-art reception technology. The required technical environment (including technical modifications) must be ensured by the client.

5. Telephone recording

The client acknowledges that Certas AG will record telephone conversations as required for training purposes and for the purpose of evidence.

6. Confidentiality and data protection

- 6.1 Certas AG undertakes to treat all documents and information received from the customer in connection with its contractual relationship, including any copies or recordings made of these, as well as those documents and information which are developed for the customer, confidentially at all times as if they were its own trade secrets, even after termination of the contractual relationship, and not to distribute them unnecessarily either within the company or within the group or to make them accessible to third parties – with the exception of subcontractors – either completely or in the form of extracts.
- 6.2 This obligation does not apply for such documents and information which have verifiably (a) become generally known without violation of this non-disclosure obligation; or (b) been lawfully obtained from third parties without a non-disclosure obligation; or (c) been independently developed by Certas AG.
- 6.3 The customer will treat all documents received from Certas which are marked with a comment such as "confidential" or "business secret" etc. confidentially in accordance with the provisions

above and not make them accessible to third parties.

- 6.4 If Certas AG processes personal data when performing services, instructions from the customer and the applicable data protection legislation will be observed and appropriate measures taken to protect such data from unauthorised access by third parties.
- 6.5 For further information on data protection, please refer to the privacy statement of Certas AG (www.certas.ch/en/data-protection).

7. Prices

- 7.1 The agreed prices apply under the premise of stable wages and working conditions.
- 7.2 If these change, Certas AG can make appropriate price adjustments following prior announcement, even during the term of the contract.
- 7.3 Prices for services charged on a time/material basis can be adjusted at any time without previous notification (these include, for example, phone calls, support operations, transport and shipping expenses, as well as costs which are incurred through incorrectly reported changes to the instructions or through false alarms).
- 7.4 Expenses which are not listed in the agreed instructions can be charged separately.
- 7.5 Supplements or changes to the system which result in a greater effort to fulfil the contract can automatically lead to an adjustment of the monthly fees. Services charged on a time/material basis can be adjusted at any time without previous notification.

8. Payment arrangements

- 8.1 The monthly fees cover the reception and handling of the alarms and notifications listed in the contract in accordance with the instructions agreed in writing. In addition, the one-off connection costs incurred at activation are charged on a time/material basis.
- 8.2 The value added tax will be charged additionally at the tax rate applicable.
- 8.3 The order will be performed against invoice. The client undertakes to pay the invoiced amounts on time and without deductions within 30 days.
- 8.4 The collection procedure is electronic and payments must be made on a half-yearly/yearly basis in advance. A fee will be charged for a hard copy of the invoice.
- 8.5 In the event of default of payment, reminder fees can be charged from the first reminder. In the event of delayed payments, Certas AG can commission a debt collection company and forward the necessary data to the debt collection company.
- 8.6 If the client does not meet its payment obligation or does not meet it in time, Certas AG can terminate its contractual services immediately.
- 8.7 Certas AG's liability for any resulting damage is excluded.
- 8.8 In some cantons, the authorities demand additional fees from the owner of an alarm system, either directly or via a collection agency. These fees are not included in this contract and thus have to be paid additionally.

9. SIM card

- 9.1 If requested by the client, a SIM card from the provider TUS (Telekommunikation und Sicherheit) can be provided by Certas AG with various offers. The client undertakes to use a SIM card provided only in the alarm transmission device intended for this purpose. Any other usage of the SIM card is strictly prohibited and can lead to considerable costs and/or deactivation of the SIM card. The use of the SIM card provided by TUS for private functions (such as SMS transmission, voice, email) is additionally liable to costs and will be charged together with the monthly fees of Certas AG according to the current price list. SIM cards from TUS are given to the client for use. The client does not acquire any other rights for the SIM card. In particular, there is no right to retention and/or porting of the SIM card phone number.
- 9.2 Certas AG can change the SIM card costs at any time subject to a notice period of 3 months. If the client is severely disadvantaged by this change,

it is entitled to terminate the contract with effect from the time when the new prices begin to apply. Changes to the relevant tax or contribution rates entitle Certas AG to adjust the monthly fees with effect from the time when these changes begin to apply.

10. Liability

- 10.1 The client is covered for damage which is incurred through failure to fulfil the order in compliance with the contract, according to the insurance concluded by Certas AG, for personal injury and damage to property together up to CHF 10,000,000. Property damage is covered up to an amount of CHF 1,000,000 per case. The client waives further claims against Certas AG.
- 10.2 Any claims must be reported in writing within a period of 4 weeks after the damaging event, otherwise they will be considered as forfeited.
- 10.3 In particular, Certas AG is not liable for damage which is attributable to technical defects in installations and apparatus as well as to misappropriation/theft or robbery.
- 10.4 Otherwise, Certas AG's liability is subsidiary; it does not absolve the client from the obligation to take out the necessary property insurances.
- 10.5 Certas AG does not accept liability for omitted or delayed services which are attributable to hearing or transmission errors, to mistakes by third parties (such as interruption of the telecommunication network or the power supply) or to interruption of the service due to technical faults.
- 10.6 Certas AG is not liable for any system problems or service limitations in conjunction with changes to the customer's own IT infrastructure, such as: upgrades, downgrades, add-ons, modifications, enhanced and tightened safety regulations, exchange of security programs, faulty programming or incorrect settings in and of the IT infrastructures and their components.
- 10.7 If the client or third parties transpose the hazard alarm system to test mode on account of installation or maintenance work, Certas AG cannot guarantee the reception and handling of alarms and notifications. Certas AG does not accept any liability for consequential damage resulting from this. This applies in particular if activation is not carried out after the work has terminated.
- 10.8 All liability of Certas AG is excluded in the event of direct or indirect consequences of false alarms, for police and fire service operations and for the shipment of keys.

11. Force majeure

In the event of force majeure (in particular the outbreak of war, epidemics, strikes, disasters etc.), Certas AG can temporarily terminate its service if it can no longer be performed, either completely or in part.

12. Applicable law / Place of jurisdiction

In all contracts with Certas AG, Swiss law is applicable; the place of jurisdiction is, according to Certas AG's choice, at the place of the responsible office or in Berne, subject to a compulsory place of jurisdiction.

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