

GENERAL TERMS AND CONDITIONS OF TENACY

(February 2026 version)

Watchtower Security Solutions Belgium BV, hereinafter 'WTS',
Antwerp Commercial Register, Antwerp Division, CBE/VAT
BE0686.732.482.

Licensed company for Alarm and Camera Systems

Note: This English version is a translation of the original (BE) Dutch version. Only the (BE) Dutch version is legally binding. This version is for information purposes only.

Article 01 – Applicability: These general terms and conditions apply to every agreement that WTS enters into with the Other Party (framework agreement or otherwise) and/or quotation it issues. The general terms and conditions apply to all stages preceding the conclusion of such an agreement or the submission of a quotation, as well as to all other products and services that WTS supplies to the Other Party. General and/or special terms and conditions of the Other Party are not enforceable against WTS, unless they have been accepted in writing by WTS. The execution of an order from the Other Party by WTS does not imply acceptance of such terms and conditions. These general terms and conditions must not contain any deletions and take precedence over all others.

Article 02 – Quotation: Each quotation remains valid for fourteen days from the date of the quotation unless expressly stated otherwise. A quotation is valid only for the products and services, quantities and duration specified therein.

Article 03 – Description of deliveries and services: The deliveries and/or services shall be performed as stated in the quotation or the order confirmation. The timeframe within which the deliveries and/or services are to be performed is provided for information purposes only and is not binding on WTS, unless the parties have expressly agreed otherwise. The times and dates provided to the Other Party for delivery, installation, response, maintenance and/or removal of the equipment and/or for the provision of services are merely estimates, and the timing of such activities does not constitute deadlines subject to forfeiture.

Article 04 – Conclusion of the Agreement: The Agreement shall come into effect as soon as the Other Party has accepted WTS's quotation or upon written confirmation by both parties. By entering into the Agreement (hereinafter the 'Agreement'), the Other Party acknowledges that it has read, understood and accepted the general terms and conditions.

Article 05 – Duration of the Agreement

a. The Agreement is concluded for the term specified in the quotation or order confirmation in the case of a framework agreement. 'Framework Agreement' means the long-term agreement concluded between WTS and the Other Party for the purchase of various products and services in the context of multiple orders, to which a jointly signed order confirmation will be attached as an annex for each individual order, setting out the specific arrangements for the respective order to secure a specific site, building, site or other project location of the Other Party. The termination of a framework agreement shall always result in the termination of the underlying assignments, unless otherwise agreed.

b. The continued use or purchase of WTS's products and services shall under no circumstances be deemed to constitute a tacit renewal, on the understanding that (i) the Agreement shall terminate by operation of law upon the expiry of the term and (ii) the Agreement may only be extended subject to the prior written and express consent of both the Other Party and WTS before the expiry of the initially agreed term.

c. WTS shall be entitled to terminate the Agreement (whether or not a framework agreement) by registered letter, provided that a notice period of one month is observed and without WTS being liable to pay any compensation.

Article 06 – Prices:

a. Descriptions and prices in brochures, on the website, etc. are for information purposes only and are not binding. The prices charged are always the prices applicable on the day. Any previous quotations or agreements do not guarantee the same price.

b. The prices stated in the quotation or order confirmation are, in principle, fixed prices, unless the Other Party requests changes to products and/or services and subject to force majeure or unforeseeable circumstances. WTS is entitled to adjust its prices once a year in accordance with the formula $P = p * [(b * (S / s)) + (c * (I / i))]$. In the event of an adjustment, the Other Party shall be notified one month prior to its entry into force. The Other Party accepts that this notification may be made by email or via the invoice, and the Other Party acknowledges that this constitutes sufficient, proper and individual notification. The price adjustment shall take effect from January of the following year.

– P is the adjusted / revised price;

– p is the originally agreed price as stated in the quotation or order confirmation;

– b is the percentage of labour costs relative to the agreed price, i.e. 50%;

– S is the new wage index, i.e. the smoothed health index for the month preceding the month in which the revision of the agreed price is requested, as published by the Federal Planning Bureau;

– s is the original wage index, i.e. the smoothed health index for the month preceding the date of the quotation or the date of signing the order confirmation, as published by the Federal Planning Bureau;

– c is the percentage of material costs in relation to the agreed Price, i.e. 50%;

– I is the new materials index, i.e. the consumer price index for the month preceding the month in which the revision of the agreed price is requested, as published by the Federal Planning Bureau; and

– i is the original material index, i.e. the consumer price index for the month preceding the date of the quotation or the date of signing the order confirmation, as published by the Federal Planning Bureau;

– provided that $(b + c) = 100\%$.

c. Prices are always exclusive of VAT, as well as any other applicable taxes, duties or levies, which shall be borne in full by the other party. VAT is subject to any statutory adjustments. The Other Party is aware that, under certain circumstances, the tax authorities may issue a supplementary assessment, which it will be required to pay. Any new levies, contributions and/or charges imposed by the government shall also always be borne by the Other Party.

d. The following items are not included in the price and do not form part of the products and/or services supplied by WTS, unless expressly agreed otherwise between the Other Party and WTS:

– the movement of materials on site or the preparation of the site to enable the installation of the products;

– the supply of fuels and auxiliary materials, such as (but not limited to) electricity and water, required for the installation of the products;

– adequate lighting of the site if the installation of the products is to take place between sunset and sunrise.

Article 07 – Payment:

a. WTS is entitled to demand (full or partial) advance payment of the Installation Costs and other fees.

- b. The other party shall pay the amounts stated on the invoice by the due date specified on the invoice.
- c. Unless otherwise stated on the invoice, it is payable at the address of WTS's registered office within thirty (30) days of the invoice date, without any discount, instalment arrangements or set-off. The other party must immediately notify WTS of any changes to the billing address.
- d. Any dispute regarding the invoice must be notified to WTS by registered letter within two weeks of the invoice date. In the absence of a dispute within two weeks, the other party irrevocably and unconditionally accepts WTS's invoice. Any dispute raised after this period will no longer be accepted. A dispute does not suspend the payment obligation.
- e. In the event of non-payment or late payment, default interest shall be payable by operation of law from the due date of the invoice in accordance with the statutory interest rate for late payment in commercial transactions under the Act of 2 August 2002, as well as a fixed compensation of 10% with a minimum of EUR 150.00 per invoice, on the understanding that the default interest and compensation due may never be less than that payable under the Late Payment Act. All costs of recovery, whether amicable or judicial, incurred by a bailiff or debt collection agency, shall be borne by the party in default. This clause does not prejudice the parties' right to claim compensation in any other manner and through any other legal remedy for damage that will not be adequately compensated by the application of this clause. The other party is obliged to indemnify WTS on first request against any collection costs incurred by WTS as a result of the other party's non-payment or late payment of the invoice.
- f. Non-payment of a single invoice renders all invoices immediately due and payable. Any payment shall be applied to the oldest outstanding claim. In the absence of timely payment, WTS shall also be entitled to (i) suspend its services and performance or terminate the agreement in whole or in respect of the part not yet performed, without notice; and (ii) require cash payment or sufficient security for further deliveries and performance.
- g. The same provisions and rights shall apply to the Other Party in the event that WTS fails to meet its payment obligations.

Article 08 – Complaints:

- a. The Other Party must report any visible defects or shortcomings relating to the products and/or services to WTS in writing (whether or not by email) without delay and no later than three (3) working days after delivery, after which WTS shall be granted a reasonable period to remedy the matter. Cases of damage or hidden defects involving products must be reported by the Other Party to WTS by registered letter without delay and no later than five (5) working days after discovery. Upon expiry of these periods, any rights of the Other Party in this regard shall lapse.
- b. The lodging of any complaint shall never entitle the Other Party to suspend payment in whole or in part, even if such complaints have been submitted in a timely manner.

Article 09 – Obligations and rights of WTS:

- a. WTS undertakes to supply, install and perform the products and services selected by the Other Party in accordance with the Agreement.
- b. WTS is entitled to suspend the performance of its obligations under the Agreement in the cases provided for in these general terms and conditions.
- c. Minor deviations from the Agreement by WTS in the context of the performance of the Agreement are permissible, provided that the services to be provided by WTS are not substantially altered as a result.
- d. WTS is entitled, at its own discretion and in the context of the performance of the Agreement, to engage third parties (such as, but not limited to, subcontractors or suppliers), without the prior, written and express consent of the Other Party being required.
- e. In the event of malfunctions, inspections, maintenance, checks, replacements, alterations to the location where the products were installed or, more generally, at WTS's request, the Other Party must grant WTS access to the relevant site, building, premises or other project location.
- f. WTS shall be responsible for the installation, any relocation and removal of the products, on the understanding that the Other Party is not permitted to carry out any relocation or removal itself. Should the Other Party nevertheless decide to relocate or remove the products (in whole or in part) itself, this shall be at the Other Party's sole expense and risk.
- g. WTS shall make every reasonable effort to supply, install and carry out the products and services selected by the Other Party within the timeframe specified in the quotation or order confirmation. The agreed timeframe for the supply and performance of the products or services shall be extended in the following cases:
 - if, due to weather conditions, WTS is unable to proceed with the (proper) delivery and installation of the products;
 - if WTS is unable to install the products in accordance with the agreed terms and conditions due to changes made after acceptance regarding the location where the products are to be installed;
 - in the event of force majeure or unforeseeable circumstances;
 - if, for reasons attributable to the Other Party (such as, but not limited to, failure to comply with the installation conditions), the agreed deadline cannot be met; or
 - if WTS suspends the performance of its obligations in accordance with these general terms and conditions.
- h. WTS shall take reasonable measures to ensure that the products are in good working order from the date on which they are delivered to the Other Party. The Other Party shall nevertheless be responsible for inspecting the products and their installation and must satisfy itself that they are suitable for the specific purpose for which they are to be used. Any defects arising after delivery will be rectified by WTS within five (5) working days of written notification, where feasible, notwithstanding any provisions to the contrary in these general terms and conditions.
- i. WTS is available 24/7 via its general technical support number or in the event of technical problems. If a physical intervention is necessary, this will be carried out within two (2) working days.
- j. If WTS or its subcontractors are required to respond to alarm signals, WTS may provide an indicative, average response time. Such a response time is for illustrative purposes only, and WTS offers no guarantee whatsoever that the stated average response time will be met. Although WTS endeavours to meet the average response time, it accepts no liability whatsoever, on any grounds whatsoever, for damage arising as a result of not being present on site.
- k. In order to be able to perform the Agreement with the Other Party, WTS holds the necessary (ownership and/or other) rights to the products. WTS shall at all times be entitled to transfer ownership of the products to a third party. Where applicable, WTS shall act as the lessee of the products and the contractual relationship between the parties shall remain unchanged, i.e. the rights and obligations of the Other Party towards WTS under the Agreement shall continue to apply in full. If the lease agreement between WTS and the leasing company were to terminate for any reason, WTS reserves the right to immediately reclaim the products (which are in the possession of the Other Party) and to replace them within a reasonable period with products that

meet the terms originally agreed between the parties, unless otherwise agreed. Any loss of use of the products by the Other Party shall be offset against the next invoice. In any event, WTS shall make reasonable efforts to ensure the continuity of its services to the best of its ability.

Article 10 – Obligations and rights of the Other Party:

- a. The Other Party is obliged to fulfil its obligations under the Agreement, including these general terms and conditions, in a timely and complete manner – such as, but not limited to, the timely payment of the agreed price and compliance with WTS’s installation conditions and security recommendations.
 - b. The other party warrants that it is the owner (or its authorised representative) of the premises to which WTS has been instructed to supply the services or equipment. The other party also guarantees that the location will not be occupied or inhabited at the time when WTS delivers the products in accordance with the order, or that, if the location is occupied or inhabited at that time, the users/inhabitants have no objection to WTS delivering the products and services at that location.
 - c. The use of WTS’s products and services does not preclude events such as fire and theft. The other party is responsible for taking, at its own discretion, sufficient preventive measures against burglary, fire and other damage, and for insuring itself against such risks and maintaining such insurance for the duration of the Agreement. The other party undertakes to always store attractive goods as well as smaller and movable materials/tools securely at the location where the products are installed and to take the necessary precautions in this regard.
 - d. Except for non-electrical products, the location where the products are to be installed must be equipped with one or more power points (min. 230 V) situated no more than 25 metres from the place where the relevant product is to be installed. Changes to switching times must be communicated in good time by telephone.
 - e. The other party must notify WTS in writing (including by email) in advance of the location – as well as all relevant details in this regard necessary for the proper performance of the deliveries or services (e.g. the location of underground cables and pipes) - where the products are to be installed, in writing (whether or not by email) to WTS, to enable the latter to organise the installation in a proper and efficient manner. All special technical requirements and notifications that deviate from the usual requirements must be expressly stated in writing by the Other Party in advance.
 - f. The location where the products are to be installed must be easily accessible, reachable and passable, and must offer sufficient space for a lorry (with a crane) or other transport equipment belonging to WTS. Where necessary, the Other Party shall ensure that road plates are provided and that the required signage and lighting are installed.
 - g. The Other Party shall ensure that WTS’s products are placed on a suitable surface. The Other Party must ensure that (part of) the location where the products are to be installed is suitable, clear and accessible for installation, on the understanding that the Other Party must in any event ensure a level and firm surface with sufficient space (min. 2.5 m by 2.5 m and min. 7 m high) for the installation of the products.
 - h. The Other Party must immediately notify WTS of any change concerning the location where the products are to be installed or have been installed that has an impact on the agreed terms under the Agreement (such as, but not limited to, a wall or building erected near a camera mast that restricts the detection range of the camera mast in question). The other party shall invite WTS to visit the location together to determine what changes to the Agreement are required as a result with regard to the products and services (e.g. relocating or raising the camera mast) to ensure proper security of the location. Should WTS not be informed of this in good time, WTS cannot be held liable.
- i. The Other Party is responsible for obtaining the necessary permits, authorisations or exemptions in connection with the installation of the products, where necessary, including, but not limited to, occupation of public land, signage permits, no-parking orders, authorisation from the Association of Co-owners, ... If and insofar as the Other Party is not also the owner of the immovable property for which WTS provides its services, the Other Party fully guarantees that it is authorised to conclude an agreement on behalf of the owner in this regard. To the extent that the Other Party proves not to be or not to have been authorised, the Other Party shall be liable to WTS for the detrimental consequences of its unauthorised actions.
 - j. The Other Party shall at all times indemnify WTS against all possible consequences of any breach, failure to comply with administrative regulations or other obligations. The Other Party is obliged to fully indemnify WTS against any fines or damage suffered by WTS or claims by third parties arising from the Other Party’s failure to fulfil its obligations (properly). The Other Party is obliged to fully indemnify WTS against any claims by third parties (e.g. nuisance to neighbours as referred to in Article 3.101 of the Dutch Civil Code) and is responsible for any delays in the delivery/installation period resulting from the Other Party’s failure to comply (properly) with the aforementioned obligations or conditions. Any penalties shall be passed on to the Other Party, increased by a fixed fee of EUR 75.00 (excl. VAT).
 - k. If the aforementioned obligations and conditions regarding the installation of the products are not complied with and WTS is consequently unable to install the products properly, WTS is entitled to pass on the costs associated with the installation of the products to the Other Party.
 - l. The products (which are made available to the Other Party) are provided in a good state of repair and are and remain the property of WTS or, where applicable, the leasing company. The Other Party declares that it is aware that ownership of the products may belong to a leasing company. The Other Party shall respect the property rights of WTS and/or the leasing company at all times . The products may not be sublet, lent or transferred by the Other Party. The other party shall not make any alterations and is liable for all damage to the products, their accessories and other materials, arising from the moment they are delivered to and made available at the location designated by the other party until the moment of collection by WTS, even if such damage is caused by third parties. The Other Party is hereby deemed to be the custodian of the goods. The Other Party must report any damage to WTS immediately after it has occurred or been discovered. Damage will be charged at the cost of repair, without prejudice to compensation for other direct and indirect damage. The other party undertakes to use the products that are the subject of this Agreement with the care and diligence of a reasonable person, in accordance with their intended purpose.
 - m. The other party shall use the products with due care and as a prudent and reasonable person would, and in accordance with the instructions provided by WTS, including any user manuals. It shall not perform any acts (or cause any acts to be performed) that are contrary to the proper functioning of the products for the benefit of the security services, or that would cause other inconveniences in the broadest sense of the word, or cause damage in any way to WTS and/or a third party and/or public services, or act unlawfully in doing so.

- n. The other party shall immediately notify WTS, both verbally and in writing, of any theft, loss, defects, changes in the surroundings and/or environmental conditions of the products or any part thereof following their assembly and installation which may affect the proper functioning of the products or any part thereof. The other party must also ensure that these changes do not disrupt the operation of the products or any part thereof.
 - o. The Other Party is not permitted to move the products and/or make alterations to them.
 - p. For the purposes of maintenance, fault-finding or troubleshooting, the products may be taken out of service (in whole or in part) for a certain period of time. WTS shall notify the Other Party of this immediately by email or telephone, with written confirmation by letter.
 - q. The other party agrees to use the products and their components at all times in accordance with all applicable legislation and in accordance with the Agreement.
 - r. WTS is entitled to inspect the products at any time. The Other Party shall at all times grant WTS or a third party designated by WTS access to the location where the products are situated. WTS shall at all times have the right to repair or replace products without the Other Party being entitled to claim any compensation as a result.
 - s. The Other Party is not permitted to use the products that form the subject matter of this Agreement, which are designed to detect heat, fire, smoke and/or water, in immovable property that is inhabited or in use (e.g. WT-Celcius, Alarm Kit), unless otherwise agreed between the parties. Such products are intended solely for the protection of (movable and immovable) property and not for the protection of persons.
 - t. The Other Party undertakes to surrender the products at the first request of WTS and/or the leasing company, without the Other Party being able to invoke any right of retention in this regard. Where applicable, WTS guarantees the replacement of the products in accordance with Article 9.k of these general terms and conditions.
 - u. If the lease agreement between WTS and the leasing company were to terminate for any reason, and the leasing company wishes to continue the use of the products by the Other Party, the Other Party is obliged, upon the first request of the leasing company, to enter into an agreement with the leasing company (or a party to be designated by the leasing company) for the remaining term of the Agreement with WTS and on identical terms. In such a case, the Agreement between WTS and the Other Party shall terminate, but solely in respect of the products concerned.
- c. WTS and the Other Party are obliged to comply with all applicable laws and regulations relating to the processing of personal data under the Agreement, including in particular the provisions of or pursuant to the General Data Protection Regulation (GDPR). The GDPR prescribes how personal data must be handled. The individuals to whom this personal data relates are referred to as 'Data Subjects'. The Other Party shall, at WTS's first request, demonstrate that it complies with the relevant laws and regulations. Data Subjects are (a) the persons authorised to be present at, in or near the site, building, premises or other project location designated by the Other Party as set out in the Agreement, including employees of the Other Party and all persons present on, in or near a specific site, building, site or other project location of the Other Party; and (b) the persons who are present without authorisation on, in or near the site, building, premises or other project location designated by the Other Party.
 - d. WTS's privacy statement applies to the processing of personal data by WTS. WTS's privacy statement describes how the data subject's personal data is processed and sets out how data subjects may exercise their rights. This privacy statement is published on WTS's website and will also be provided in writing to the Other Party or the data subject upon request (link: [Privacy Statement · Mosaic World](#)). If the provisions of the privacy statement conflict with the provisions set out in these general terms and conditions, the provisions of the privacy statement shall prevail.
 - e. The Other Party always engages WTS for the purposes it itself determines. The Other Party also determines the means itself. WTS processes the personal data exclusively on the basis of the Other Party's written instructions.
 - f. In its capacity as data controller, the Other Party is responsible for the processing of the photographs/images/sounds/videos that it records via WTS's products. After all, the Other Party determines the purposes for which and, by choosing WTS's products, the means by which the recordings are processed. The other party shall comply with the obligations of the applicable legislation on the protection of privacy and any future regulations in this regard, and shall fulfil all legal responsibilities incumbent upon it.
 - g. In cases where the law and/or regulations so require, WTS will enter into a data processing agreement with the Other Party.
 - h. The Other Party is hereby informed that its personal data, the details of the contact persons it has provided, and the data/photographs/images/sounds/videos it records via WTS products or exchanges between these devices and the Other Party, and the telephone calls between WTS and the Other Party, are recorded and used in the context of WTS's security services, to which the Other Party gives its personal consent and, on behalf of the contacts it has specified. The Other Party undertakes to inform its contacts of this.

Article 11 – Data Protection

- a. The Other Party acknowledges that the products forming the subject matter of this Agreement are intended for the security of the premises and property under surveillance. The Other Party undertakes to use the products solely within a strict security framework, in compliance with statutory requirements. The products are not intended for the monitoring of the activities of persons, including visitors, staff or employees. When using surveillance cameras, the Other Party is responsible for complying with the Act of 21 March 2007 on the installation and use of surveillance cameras.
- b. WTS will process personal data on behalf of the Other Party. Under the Agreement, WTS provides services relating to the temporary security of the site, building, premises or other project location designated by the Other Party by capturing video footage, analysing it and, where necessary, transmitting this video footage to the Other Party or a third party. This personal data will be processed by WTS for the duration of the Agreement.
- i. WTS guarantees, both for itself and for its employees and subcontractors, the confidentiality of the confidential personal data provided by the Other Party, in particular the safety information, and its protection against third parties by taking appropriate security measures. The Other Party grants WTS permission to pass on its personal data to any third party engaged by WTS in connection with the performance of the Agreement with the Other Party. WTS's engagement of these subcontractors is essential for the performance of its activities. A list of processors is available upon request from the Other Party. If WTS is not the owner of the products, the Other Party also grants WTS permission to share personal and other data with the owner of the products.
- j. Taking into account the nature of the processing, WTS shall assist the Other Party in fulfilling the obligation to respond to requests

to exercise the rights of Data Subjects as set out in Chapter III of the GDPR. Taking into account the nature of the processing and the information available, WTS shall provide reasonable assistance to the Other Party in fulfilling the obligations under Articles 32 to 36 of the GDPR.

- k. The Other Party shall indemnify WTS against any (legal) claim by third parties, including persons whose personal data has been recorded or processed, against WTS arising from the fact that the Other Party has failed to comply with legislation and/or regulations relating to the processing of personal data.
- l. In principle, WTS will retain the audio and video recordings for twenty-eight (28) calendar days. WTS will retain these recordings for a longer period in the context of any legal proceedings involving WTS until a final judgment is delivered or if they are requested by an insurance company. At the request of the Other Party, WTS shall pass on the video, image or audio recordings to the authorities (police or judicial authorities) or to insurance companies for the purpose of resolving claims or tracing perpetrators. Upon completion of the processing activities, WTS shall, as far as possible, delete all personal data processed under this Agreement.

Article 12 – Liability

- a. WTS undertakes to perform the services and work to be carried out by it to the best of its ability, in compliance with the requirements imposed by the government on private security organisations. The provision of the services and/or the additional services to be provided by WTS shall at all times constitute an obligation of best efforts and not an obligation of result, with the exception of the transmission and receipt of alarm signals, provided there are no malfunctions for which WTS is not responsible. This best-efforts obligation relates to the provision of standard security and surveillance services. This expressly excludes intervention and/or involvement in conflicts between the Other Party and its employees and/or third parties. Any liability will be assessed on the basis of the standard of care, taking into account the fact that WTS possesses the necessary experience and expertise. WTS shall not be liable for damage of any kind arising from WTS having relied on incomplete, incorrect or deficient information (whether or not provided by the Other Party).
- b. WTS does not guarantee that the events (of whatever nature) the prevention of which is the focus of its efforts as referred to in the Agreement will not occur. In the event of fire, theft or vandalism, WTS shall under no circumstances be held liable for these acts or conduct, but solely for the civil-law consequences thereof to the extent and in the manner provided for in the Agreement and these general terms and conditions.
- c. WTS shall in no event be liable for damage caused as a result of the following:
 - Weather conditions that interfere with camera detection, such as heavy rain, or other causes not attributable to WTS that result in alarm signals not being transmitted to the alarm centre, either in whole or in part.
 - The overturning and/or breaking off of parts of a product as a result of strong winds, except where this is due to improper installation of the product by WTS.
 - A manufacturing defect in the product that could not be detected or identified by WTS during the usual inspection and installation of the product.
 - Malice or gross negligence on the part of the Other Party or third parties.
 - A claim involving a product, but where the claim was caused by the acts or omissions of, or is attributable to, the Other Party (e.g. failure to provide important information to WTS, provision of incorrect information to WTS, failure to comply with (safety)

advice given by WTS, misuse or improper use, or failure to store attractive goods and smaller, movable materials or tools properly) or third parties.

- A claim involving a person whilst the products provided are being used to detect risks such as heat, fire, smoke and/or water (e.g. WT-Celsius, Alarm Kit). The purpose of such products is the protection of (movable and immovable) property. WTS cannot under any circumstances guarantee the protection of persons. It is therefore prohibited to use the aforementioned products in immovable property that is inhabited or in use, unless otherwise agreed between the parties.
- Force majeure.
- d. WTS shall not be liable for any errors committed by (mobile) telecommunications (data) service providers, the internet, Ethernet, WPS or by third parties involved in WTS's intervention, such as the police, fire brigade or a security service, which WTS engages in the performance of the Agreement.
- e. The Other Party shall indemnify WTS against any claims for compensation for damage suffered by third parties as a result of the use by or on behalf of the Other Party of the products and/or services, unless it transpires that the damage is the result of a defect in the products for which the Other Party is not responsible. WTS shall only be liable for damage resulting from a breach of contract for which it is at fault, without prejudice to the other provisions of these general terms and conditions that directly or indirectly govern WTS's liability.
- e. The Other Party is obliged to indemnify and hold WTS harmless against all claims by third parties for compensation for damage, for which WTS's liability in relation to the Other Party is excluded under these general terms and conditions.
- f. Products are always transported at the other party's risk. Should these products subsequently need to be stored in the storage facility at the other party's request, the other party shall ensure that its products are adequately insured against fire, theft, vandalism, accidental loss, etc.
- g. Following the assembly and installation of the products, the Other Party shall be liable for all damage caused by a fault attributable to it in connection with the Agreement, including in particular:
 - fines imposed on WTS by the police or fire service;
 - the (additional) costs charged to WTS by the security service and/or security guards;
 - unnecessary investigation costs and/or travel expenses;
 - other damage caused by a false alarm attributable to an act or omission on the part of the Other Party.
- h. The Other Party shall bear the repair or replacement costs of (parts of) the product, including any search and relocation costs, caused by:
 - repairs, modifications or extensions to the products carried out by parties other than WTS without its written consent;
 - careless and/or improper use or handling and/or defective and/or improper maintenance of the products by the Other Party;
 - defects attributable to changed environmental conditions following installation and acceptance.
- i. WTS shall under no circumstances be liable for consequential damages, such as (but not limited to) loss of turnover and/or profit.
- j. The exclusions and limitations of liability in the Agreement as set out in this article do not prejudice the rights that any party may invoke under the provisions on product liability as set out in Book 6 of the Civil Code.

- k. The exclusions and limitations of liability in this article do not apply in the event of damage caused by deceit, fraud, wilful misconduct, gross negligence or a breach of one of WTS's fundamental obligations.
- l. In the event of intervention by WTS's insurer, WTS's total liability on any legal basis whatsoever shall in any event always be limited to the amount for which WTS's insurer actually provides cover, without WTS being liable for any greater or other damage. If WTS's insurer does not intervene, WTS's liability for damage of any nature (contractual or non-contractual) and/or cause, and regardless of the degree of fault, shall in any event always be limited to an amount equivalent to six months' invoicing, and in any case to a maximum of €10,000.00.
- m. WTS's liability shall lapse one year after the date on which the claim arose.

Article 13 – Force majeure

- a. Any event that constitutes an insurmountable obstacle to the normal performance of WTS's obligations, or that forces WTS to suspend its services temporarily or permanently, shall be regarded as a case of force majeure provided that such events are unforeseeable and exceptional and are not attributable to WTS, taking into account the standard of care expected of a reasonable person in the same specific circumstances. This is the case, for example, in the event of war (without this necessarily taking place on Belgian territory), threat of war, civil unrest, riots, acts of war, fire, water damage, inclement weather, natural disasters, strikes, work stoppages, lockouts, import and export restrictions, government measures, machinery breakdowns, disruptions to energy supply, transport problems, material shortages, (health or financial) crises or pandemics, and abnormal price increases in wages, raw materials, materials and/or energy.
- b. If Force Majeure results in the temporary inability (whether total or partial) of WTS to fulfil its obligations under the Agreement, the fulfilment of those obligations shall be suspended. The Other Party shall be entitled to the same rights should it in turn be confronted with such circumstances.
- c. If Force Majeure results in the permanent inability (whether total or partial) of WTS to fulfil its obligations under the Agreement, the Agreement shall be deemed to have been terminated by operation of law from the date of such inability. The same rights shall accrue to the Other Party should it in turn be confronted with such circumstances.
- d. In any event, in the event of Force Majeure, WTS and the Other Party may, by mutual consultation and subject to mutual agreement, renegotiate and amend the terms and conditions set out in the Agreement.
- e. In the event of Force Majeure, WTS shall not be liable to pay any compensation to the Other Party as a result of the termination or suspension of (the performance of) the Agreement pursuant to this Article 13, and the Other Party shall in no event be entitled to a reduction in the agreed price.

Article 14 – Poaching of staff: The Other Party shall refrain from directly or indirectly influencing, encouraging or facilitating, in any form whatsoever, a member of staff or employee of WTS to enter into the service of the Other Party, a client or third parties, or to perform work directly for the Other Party, a client or third parties. In the event of a breach of this provision, the Other Party shall owe WTS an immediately payable penalty of €10,000.00 per breach, without prejudice to WTS's right to claim additional compensation if the actual damage suffered exceeds this amount.

Article 15 – Force majeure: In the event of force majeure, WTS and the Other Party undertake to renegotiate the Agreement with a view to amending the terms and conditions set out in the Agreement (such as, but not limited to, the price and delivery period for the

products). Force majeure is an unforeseeable change in circumstances (whether or not of a financial or economic nature) which (i) renders the performance of the Agreement by WTS excessively onerous to such an extent that performance can no longer reasonably be demanded or expected (i.e. – including but not limited to - where the balance and structure of the Agreement, as well as the legal relationship between the Other Party and WTS, is disrupted to such an extent that WTS's performance of its contractual obligations has become unreasonably onerous and/or disproportionate to the Other Party's obligations), (ii) was unforeseeable on the date of the quotation or the signing of the order confirmation, and (iii) is not attributable to WTS.

Article 16 – Nullity: If any provision or part thereof in these general terms and conditions is unenforceable or contrary to a provision of public policy or mandatory law, such unenforceability or invalidity shall not affect the validity and enforceability of other provisions in these general terms and conditions, nor of that part of the provision in question which is not contrary to mandatory law. In that case, such provision shall be deemed to have been replaced by another provision that is valid and enforceable and has the same economic effect for all parties.

Article 17 – Amendments and additions: Amendments to or deviations from the Agreement or these general terms and conditions shall only be valid and binding if they have been expressly agreed in writing between WTS and the Other Party, without prejudice to the following. WTS reserves the right to make amendments or additions to these general terms and conditions where necessary. The Other Party shall be deemed to have tacitly agreed to these amendments or additions following written notification if no objection has been raised within a period of five (5) days from the date of such notification. Any objection must be notified by the Other Party in writing. In all other respects, neither party may rely on any tacit or verbal deviation from the Agreement or the general terms and conditions.

Article 18 – Waiver: No failure or delay in exercising any right, power or remedy under the Agreement or the general terms and conditions, nor any separate or partial exercise by WTS of any right, power or remedy, shall be deemed a waiver thereof.

Article 19 – Hierarchy: In the event of any conflict between the quotation, framework agreement or order confirmation and the general terms and conditions, the provisions of the quotation, framework agreement or order confirmation shall take precedence over the provisions contained in the general terms and conditions.

Article 20 – Disputes: Belgian law shall apply to any disputes; the application of the Vienna Sales Convention is expressly excluded. In the event of a dispute, only the commercial courts of the district in which WTS has its registered office shall have jurisdiction.