

## GENERAL TERMS AND CONDITIONS OF TENANCY

(February 2026 version)

Watchtower Security Solutions (UK) Limited (company number 13850147), hereinafter 'WTS',

**Article 01 - Applicability:** These general terms and conditions shall apply to any agreement WTS concludes with the Customer (framework agreement or other) and/or quotation it issues. The General Terms and Conditions shall 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 provided by WTS for the benefit of the Customer. General and/or special terms and conditions of the Customer cannot be imposed on WTS unless they have been accepted by WTS in writing. The execution of an order from the Customer by WTS does not imply acceptance of such terms and conditions. These general terms and conditions may 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 stated. A quotation is valid only for the products and services, quantities and duration stated therein.

**Article 03 - Description of deliveries and performances:** The deliveries and/or performances shall be carried out as stated in the quotation or order confirmation. The period within which deliveries and/or performances are to be carried out is provided by way of information only and is not binding on the part of WTS, unless expressly agreed otherwise between the parties. The times and dates provided to the Customer for the delivery, installation, response, maintenance and/or removal of the equipment and/or for the provision of services are merely estimates, and the times for such activities do not constitute binding deadlines.

**Article 04 - Conclusion of the agreement:** The Agreement shall be concluded as soon as the counterparty of WTS has accepted the quotation or upon written confirmation by both parties, or where any delivery or performance is carried out notwithstanding such acceptance. By entering into the agreement (hereinafter 'Agreement'), the Customer acknowledges having read, understood and accepted the general terms and conditions.

### Article 05 - Duration of the Agreement

a. The Agreement is concluded for the duration as stated in the quotation or order confirmation when there is a framework agreement. 'Framework Agreement' is the long-term agreement entered into between WTS and the Customer for the purchase of various products and services within the framework of multiple orders, where, for each individual order, a jointly signed order confirmation will be attached as an appendix covering the specific agreements for each respective order to secure a well-defined site, building, premises or other project location of the Customer. The termination of a framework agreement always results in the termination of the associated orders, unless otherwise agreed.

b. The further use / further purchase of the products and services from WTS shall under no circumstances be construed as a tacit extension, on the understanding that (i) the Agreement shall terminate by operation of law after the expiry of the duration period and (ii) the Agreement may only be extended subject to the prior written and express agreement of both the Customer and WTS before the expiry of the initially agreed duration period.

c. WTS is entitled to terminate the Agreement (framework agreement or otherwise) in writing, subject to a notice period of one month and without WTS being liable for any compensation.

### Article 06 - Prices:

a. Indications and prices in brochures, on the website, etc. are for information purposes only and not binding. The prices charged are

always the prices of 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 Customer causes products and/or services to be changed and barring force majeure or hardship. WTS is entitled to adjust its prices once a year at a rate not exceeding 1% above the Retail Prices Index published by the Office of National Statistics as applicable over the 12 months prior to the price increase

c. Prices are always exclusive of VAT, as well as of any other taxes, duties or levies that might be applicable, which are entirely at the Customer's expense. VAT is subject to any statutory adjustment. The Customer is aware that under certain circumstances, the Administration may send an additional charge, which it will have to pay. Also any new levies/contributions and/or government charges will always be at the Customer's expense.

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

- moving materials on site or preparing the site to enable the placement of the products;
- the provision of fuels and auxiliary materials, such as (but not limited to) electricity and water, necessary for the installation of the products;
- adequate lighting of the site if placement of the products is to take place between sunset and sunrise.

### Article 07 - Payment:

a. WTS has the right to require (full or partial) advance payment of the Installation Fee and other fees on written notice at any time.

b. The Customer shall pay the amounts stated on the invoice on the due date stated on the invoice.

c. Unless otherwise stated on the invoice, it is payable at the registered office address of WTS within a period of thirty (30) days from the invoice date, without discount, instalment arrangements or set-off. The Customer must report any changes to the billing address immediately.

d. Any disputed invoice must be notified to WTS within two weeks of its date. In the absence of notification within the two weeks, the Customer irrevocably and unconditionally accepts WTS' invoice. Any dispute beyond this period will no longer be accepted.

e. In the event of non-payment or late payment, interest on arrears of 1% per started month with a minimum of £70 late payment administration charge per invoice shall be due after the due date of the invoice, accruing daily and compounded monthly until payment is made. All costs of recovery, both amicable and judicial by a bailiff or collection agency, shall be borne by the defaulting party. This clause is without prejudice to the right of the parties to claim damages in any other manner and by any other remedy for damages that will not be adequately compensated by the application of this clause. The Customer is obliged to indemnify WTS on first request for any collection costs incurred by WTS as a result of the non- or late payment of the invoice by the Customer.

f. In the event of late payment, WTS shall furthermore be entitled (i) to suspend its services and performance until payment is made, or to terminate the Agreement in its entirety or for the part not yet performed on notice; and (ii) to demand cash payment in advance for further deliveries and performance.

g. The same arrangement and rights shall accrue to the Customer in the event that WTS fails to fulfil its payment obligations.

### Article 08 - Complaints:

a. The Customer must notify WTS in writing (whether or not by email) of any visible defects or shortages relating to the products and/or services 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. Claims for damage or hidden defects involving products must be notified by the Customer to WTS without delay and no later than five (5) working days after discovery, by registered letter. After the expiry of these periods, all possible rights of the Customer in that respect shall lapse.

- b. The formulation of any complaint shall never entitle the Customer to suspend payment in full or in part, even if such complaints are made in time.

**Article 09 - Obligations and rights of WTS:**

- a. WTS undertakes to deliver, place and perform the products and services selected by the Customer in accordance with the Agreement.
- b. WTS is entitled to suspend fulfilment 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 performance of the Agreement shall be permissible to the extent that the performance to be delivered by WTS is not substantially changed as a result.
- d. WTS is entitled, at its own choice and discretion, to call on third parties (such as, but not limited to, the use of subcontractors or suppliers) in the context of the execution of the Agreement, without the prior, written and express agreement of the Customer.
- e. In case of breakdowns, servicing, maintenance, inspection, replacement, changes concerning the location where the products were installed or more generally at the request of WTS, the Customer must grant WTS access to the affected site, building, premises or other project location.
- f. WTS takes care of the placement, possible relocation and removal of the products, on the understanding that any relocation or removal by the Customer itself is not permitted. If the Customer nevertheless decides to move or remove the products itself (in whole or in part), this shall be at the sole expense and risk of the Customer.
- g. WTS shall make the necessary efforts to deliver, place and execute the products and services selected by the Customer within the period specified in the quotation or order confirmation. The agreed deadline for delivery and performance of the products or services shall be extended in the following cases:
  - if, due to weather conditions, WTS cannot proceed with the (proper) delivery and installation of the products;
  - if WTS cannot install the products in accordance with the agreed terms and modalities due to changes after acceptance regarding the location where the products are to be installed;
  - in case of force majeure or hardship;
  - if, for reasons attributable to the Customer (such as, but not limited to, failure to comply with the placement conditions), the predetermined deadline cannot be met; or
  - if WTS suspends the fulfilment 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 they are delivered to the customer.
- i. WTS can be reached 24/7 via its general number for technical support or in case of technical problems. If physical intervention is necessary, it 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 response time is for illustrative purposes only and WTS does not provide any guarantee that the mentioned average response time will be met. While WTS strives to meet the average

response time, it accepts no liability whatsoever, on any account, for damage arising as a result of not being on site.

- k. In order to perform the Agreement with the Customer, WTS holds the necessary (ownership and/or other) rights to the products. WTS shall at all times have the right to transfer ownership of the products to a third party. Where applicable, WTS shall act as lessee of the products and the contractual relationship between the parties shall remain unchanged, meaning that the rights and obligations of the Customer vis-à-vis WTS under the Agreement shall remain fully applicable. If the lease agreement between WTS and the leasing company were to terminate for any reason whatsoever, WTS reserves the right to immediately repossess the products (located at the Customer's premises) and to replace them within a reasonable period with products that comply with the originally agreed conditions between the parties, unless agreed otherwise. Any loss of enjoyment in the use of the products by the Customer shall be settled in the next invoice. In all cases, WTS shall use reasonable efforts to ensure the continuity of its services to the best of its ability.

**Article 10 - Obligations and rights of the Customer:**

- a. The Customer shall be obliged to fulfil its obligations under the Agreement, including these general terms and conditions, in time and in full - such as, but not limited to, timely payment of the agreed price and compliance with WTS' placement conditions and security advice.
- b. The Customer warrants that it is the owner (or its authorised representative) of the location where WTS has been commissioned to provide the services or equipment. The customer 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/occupants have no objection to WTS delivering the products and services at that location.
- c. Using WTS' products and services does not eliminate the possibility of events such as fire and theft. The Customer shall be responsible for taking sufficient preventive measures against burglary, fire and other damages at its discretion and for insuring itself against such risks and maintaining such insurance during the term of the Agreement. The Customer undertakes to properly store enticing goods as well as smaller and movable materials/tools at the location where the products are placed at all times and to take the necessary precautions in that respect.
- d. Except for power-free products, the location where the products are to be placed must provide one or more power points (min. 230 V) located no more than 25 metres from the place where the relevant product is to be installed. Changes to switching times must be communicated in a timely manner by telephone.
- e. The Customer must notify WTS in writing (by e-mail or otherwise) in advance of the location - as well as all relevant details in that respect that are necessary for the proper performance of the deliveries or services (e.g. the location of underground cables and pipelines) - where the products are to be placed, in order to enable the latter to organise the placement properly and efficiently. All special technical requirements and notices that deviate from the usual requirements must be expressly stated in writing by the Customer in advance.
- f. The location where the products are to be placed should be easily accessible, reachable and suitable for vehicles and provide sufficient space for a truck (with crane), or other transport equipment of WTS. If necessary, the Customer will be responsible for providing driving plates and installing the required signs and lighting.
- g. The Customer shall ensure that WTS' products are placed on a suitable surface. The Customer must make (the relevant part of)

- the location where the products are to be installed suitable, clear and accessible for installation, with the understanding that the Customer must in any case ensure a level and stable surface with sufficient space (min. 2.5 m by 2.5 m and min. 7 m high) for product placement.
- h. The Customer must notify WTS without delay of any change concerning the location where the products are to be / were to be placed and which has an impact on the agreed arrangements under the Agreement (such as, but not limited to, a wall / building being erected in the vicinity of a camera mast and which limits the detection range of the camera mast concerned). The Customer will invite WTS to visit the site together to determine what changes are required as a result regarding the Agreement with regard to the products and services (e.g. moving or raising the camera mast) for proper security of the site. In case WTS is not informed of this in time, WTS cannot be held liable.
  - i. The Customer is responsible for obtaining the necessary permits, authorisations or exemptions within the framework of the installation of the products, if necessary, including and inter alia for taking over public property, signalling permit, parking prohibition, permission for the Association of Co-owners, etc. If and insofar as the Customer is not also the owner of the immovable property for the benefit of which WTS performs its services, the Customer guarantees in full that it is authorised to conclude a contract in this respect on behalf of the owner. Insofar as the Customer is found not to be authorised at present or authorised at the time, the Customer shall be liable to WTS for the harmful consequences of its unauthorised actions.
  - j. The Customer shall be obliged to fully indemnify WTS against any fines or any damages suffered by WTS or claims of third parties as a result of the customer's failure to (properly) fulfil its obligations. The Customer is obliged to fully indemnify WTS against any third-party claims brought against WTS as a result of the Customer's use of the products and is responsible for any delays in the term of delivery/placements, as a result of the Customer's failure to (properly) comply with the aforementioned obligations or conditions.
  - 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 shall be entitled to pass on the costs associated with the installation of the products to the Customer.
  - l. The products (made available to the Customer) are provided in good condition and state of repair, and are and shall remain the property of WTS or, where applicable, the leasing company. The Customer acknowledges that ownership of the products may belong to a leasing company. The Customer shall at all times respect the ownership rights of WTS and/or the leasing company. The products may not be sublet, lent or transferred by the Customer. The Customer shall not make any changes and shall be responsible for all damage to the products, their accessories and other materials, arising from the moment they are deposited and made available at the place designated by the Customer until the moment they are collected by WTS, even if such damage is allegedly caused by third parties. The Customer shall be considered the custodian of the property in this respect. The customer must report any damage to WTS immediately after its occurrence or discovery. Damages will be charged at cost of repair, without prejudice to compensation for other direct and indirect damages. The Customer undertakes to use the products that are the subject of this Agreement as a prudent and reasonable person, in accordance with their intended purpose.
  - m. The Customer shall use the products with due care and as a careful and reasonable person and in accordance with the instructions, including any operating instructions, provided by WTS. The Customer shall not perform, or cause to be performed, any acts that are contrary to the proper functioning of the products for the purpose of the guarding 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 the public services, or act unlawfully in doing so.
  - n. The customer shall immediately notify WTS verbally and in writing of theft, loss, defects, changes in the environment and/or environmental conditions of the products or any part thereof after their assembly and installation that may affect the proper functioning of the products or any part thereof. The Customer must also ensure that these changes do not disrupt the operation of the products or any part thereof.
  - o. The Customer is not allowed to move the products and/or make changes to them.
  - p. For maintenance, defect detection or troubleshooting purposes, the products may be taken out of operation (fully or partially) for a certain period of time. WTS shall immediately notify the Customer thereof by e-mail or by telephone, with written confirmation by letter.
  - q. The Customer agrees to always use the products and their components in accordance with all applicable laws and in accordance with the Agreement.
  - r. WTS is entitled to inspect the products at any time. The Customer shall at all times grant WTS or a third party to be designated by WTS access to the place where the products are located. WTS is always entitled to repair or replace products without this entitling the Customer to any compensation.
  - s. The Customer is not permitted to use the products that are the subject of this Agreement, which are intended to detect heat, fire, flames, smoke and/or water, in immovable property that is inhabited or in use (for example 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 Customer undertakes to return the products upon first request of WTS and/or the leasing company, without being entitled to invoke any right of retention. Where applicable, WTS shall be responsible for 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 is terminated for any reason whatsoever, and the leasing company wishes to continue the use of the products by the Customer, the Customer shall be obliged, upon first request of the leasing company, to enter into an agreement with the leasing company (or a party designated by the leasing company) for the remaining term of the Agreement with WTS and under identical conditions. Where applicable, the Agreement between WTS and the Customer shall terminate, but solely with respect to the products concerned.
- Article 11 - Data protection**
- a. The Customer acknowledges that the products which are the subject of this Agreement are intended for the security of the monitored premises and property. The Customer undertakes to use the products only within a strict safety framework, in compliance with legal requirements. The products are not intended for monitoring the activities of individuals, including visitors, staff or employees. When using surveillance cameras, the Customer is responsible for compliance with the Act of 21 March 2007 on the installation and use of surveillance cameras.
  - b. WTS will only process personal data on behalf of the Customer as necessary to perform this Agreement. Indeed, under the Agreement, WTS provides services relating to the temporary

- securing of the site, building, premises or other project location designated by the Customer by taking video images, analysing them and, where necessary, transmitting these video images to the Customer or a third party. These personal data will be processed by WTS for the duration of the Agreement.
- c. WTS and the Customer are obliged to comply with their respective obligations pursuant to all applicable data protection laws and regulations in connection with the processing of personal data under the Agreement, including, in particular, the requirements under or pursuant to the EU General Data Protection Regulation (GDPR) (2016/679), to the extent applicable in the UK, the UK GDPR and the Data Protection Act 2018. [BJ21.1]Persons concerned are (a) the persons authorised to be present at, in or near the site, building, site or other project location designated by the Customer as evidenced by the Agreement, including employees of the Customer and all persons present on behalf of or for the benefit of the Customer at, in or near a specified site, building, premises or other project location of the Customer; and (b) the persons unauthorized to be present at, in or near the site, building, premises or other project location designated by the Customer.
  - d. The WTS Privacy Statement applies to the processing of personal data by WTS. WTS' privacy statement describes how personal data of data subjects are processed and defines how data subjects can exercise their rights. This privacy statement is published on the WTS website (link: [Privacy Statement - Mosaic World](#)). If the provisions of the privacy statement and the provisions contained in these general terms and conditions conflict, the provisions of the privacy statement shall prevail.
  - e. The Customer engages WTS at all times for purposes determined by the Customer itself. The Customer also determines the means. WTS processes personal data exclusively on the basis of the written instructions of the Customer.
  - f. In its capacity as data controller, the Customer is responsible for the processing of the photos/images/sound recordings/videos that it records via WTS products. Indeed, the Customer determines the purposes for which and, by choosing WTS' products, the means by which the recordings are processed. The Customer shall respect the obligations of applicable privacy legislation and relevant future regulations, all legal responsibilities incumbent upon it.
  - g. In cases where required by laws and/or regulations, WTS will enter into a processing agreement with Customer.
  - h. The Customer is informed that its personal data, the data of the contact persons it has provided, the data/photos/images/sound recordings/videos recorded via WTS products or exchanged between these devices and the Customer, as well as telephone conversations between WTS and the Customer, are recorded and used within the framework of WTS security services, to which the Customer gives its personal consent and, on behalf of its designated contacts, provides consent. The Customer undertakes to inform its contacts accordingly.
  - i. WTS ensures, both for itself and for its employees and subcontractors, the confidentiality of the confidential personal data provided by the Customer, in particular security information, and its protection against third parties by taking appropriate security measures. The Customer grants WTS permission to transfer its personal data to any third party engaged by WTS in the performance of the Agreement with the Customer. The use of these subcontractors by WTS is essential for the execution of its activities. A list of data processors is available upon request by the Customer. If WTS is not the owner of the products, the Customer 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 Customer in fulfilling the duty to respond to requests to exercise the rights of Data Subjects set out in Chapter III of the GDPR. Taking into account the nature of the processing and the available information, WTS shall provide reasonable assistance to the Customer in complying with the obligations under Articles 32 to 36 GDPR.
  - k. The Customer shall indemnify WTS against any (legal) claim by third parties, including persons whose personal data have been registered or processed, against WTS arising from the fact that Customer has failed to comply with laws and/or regulations relating to the processing of personal data.
  - l. Audio and video recordings shall, in principle, be retained by WTS for a period of twenty-eight (28) calendar days. WTS will retain these recordings for an extended period of time in the context of any legal proceedings with WTS until a final judgement or if demanded by an insurance company. At the request of the Customer, WTS will transmit the video, image or sound recordings to the authorities (police or judiciary) or to insurance companies for the purpose of resolving claims or tracing perpetrators. Upon completion of the processing activities, WTS shall, to the extent possible, delete all personal data processed under this Agreement.
- Article 12 - Liability**
- a. WTS undertakes to perform the services and work to the best of its ability in compliance with the government requirements for private security organisations. The provision of the services and/or the additional services to be provided by WTS shall at all times constitute a best-efforts undertaking and not a binding result commitment, with the exception of the transmission and reception of alarm signals insofar as there are no failures for which WTS is not responsible. This best-efforts undertaking relates to the provision of normal security and surveillance services. This expressly does not include intervention and/or involvement in conflicts between the Customer and its employees and/or third parties. Any liability shall be assessed on the basis of the duty of care, taking into account that WTS possesses the necessary experience and expertise. WTS shall not be liable for any damage of whatever nature arising from WTS having relied on incomplete, incorrect or defective information (whether or not provided by the Customer).
  - b. WTS does not guarantee that the events (of whatever nature) which its efforts under the Agreement are intended to prevent will not occur. In the event of fire, theft or vandalism, WTS shall in no circumstances be held liable for such acts or events, but only for their civil consequences to the extent and as provided for in the Agreement and these general terms and conditions.
  - c. WTS shall under no circumstances be liable for damage caused as a result of the following:
    - Weather conditions that disrupt camera detection, such as heavy rain, or for other causes not attributable to WTS that result in alarm signals not being transmitted to the alarm centre in whole or in part.
    - The toppling and/or breaking 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 / determined by WTS during usual inspection and installation of the product.
    - Malicious intent or gross misconduct on the part of the Customer or third parties.
    - A loss event involving a product, where the loss event was caused by, attributable to, or results from the acts or omissions of the Customer (e.g. failure to provide important information

- to WTS, provision of incorrect information to WTS, failure to follow (security) advice provided by WTS, misuse or improper use, or failure to properly store attractive goods and smaller, movable materials or tools) or third parties.
- A loss event involving a person, where the products made available are used to detect risks such as heat, fire, flames, smoke and/or water (for example WT-Celcius, Alarm Kit). The purpose of such products is the protection of (movable and immovable) property. WTS cannot in any way guarantee the protection of persons. For this reason, it is 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, internet, Ethernet, WPS or by third parties involved in the intervention of WTS, such as the police, fire brigade or a security service, upon whom WTS relies in the performance of the Agreement.
  - e. WTS shall only be liable for damage resulting from a contractual default that can be attributed to it, without prejudice to the other provisions of these general terms and conditions that regulate the liability of WTS directly or indirectly.
  - e. The Customer shall be obliged to indemnify WTS or hold it harmless with respect to all third-party claims for damages for which the liability of WTS is excluded in these general terms and conditions in relation to the Customer.
  - f. Products are always transported at the risk of the Customer. If such products are subsequently to be stored in a storage facility at the request of the Customer, the Customer shall ensure that its products are adequately insured against fire, theft, vandalism, accidental loss, etc., ...
  - g. After the assembly and installation of the products, the Customer shall be liable for all damage caused by a fault attributable to it in connection with the Agreement, including in particular:
    - fines imposed by police or fire brigade on WTS;
    - the (additional) costs charged to WTS by the security and/or surveillance services;
    - futile detection costs and/or travel expenses;
    - other damage caused by a false alarm attributable to an act or omission of the Customer.
  - h. The Customer shall bear the repair or replacement costs of (parts of) the product, including any tracking and relocation costs, caused by:
    - repairs, modifications or extensions to the products carried out by anyone other than WTS without its written agreement;
    - careless and/or inexperienced use or handling and/or defective and/or inexperienced maintenance of the products by the Customer;
    - defects due to changed environmental conditions after assembly and acceptance.
  - i. Under no circumstances shall WTS be liable for compensation for consequential damage, such as (but not limited to) loss of sales and/or profit.
  - j. The exclusions and limitations of liability in the Agreement set out in this article are without prejudice to the Customer's statutory rights on liability for defective products.
  - k. The exclusions and limitations of liability of this article shall not apply in case of damage caused by deceit, fraud, wilful misconduct, unintentional gross misconduct or non-compliance with any of its main obligations of WTS.
  - l. In the event of intervention by WTS' insurer, WTS' total liability based on any legal grounds whatsoever shall in any event always be limited to that for which WTS' insurer effectively provides cover, without WTS being further liable for any greater or other damages. If the insurer of WTS does not provide cover, the liability of WTS for damage of whatever 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 equal to six months' invoicing, and in any case to a maximum of €10,000.00.
  - m. The liability of WTS expires by the expiry of one year from the day after which the damage occurred.
- Article 13 - Force Majeure**
- a. Any event that constitutes an insurmountable obstacle to the normal performance of WTS' obligations or forces WTS to temporarily or permanently cease performance shall be considered a case of force majeure if they would be unforeseeable and exceptional and not imputable to WTS for a normal and prudent person placed in the same specific circumstances. This is the case, for example, in the event of war (which does not have to take place on UK territory), threat of war, civil strife, riots, acts of war, fire, water damage, unworkable weather, natural disasters, strikes, sit-down strikes, lock-outs, import and export restrictions, government measures, defective machinery, interruptions in the supply of energy, transport problems, material shortages, (health or financial) crises or pandemics, and abnormal price increases of wages, raw materials, equipment and/or energy.
  - b. If Force Majeure results in the temporary inability (in whole or in part) for WTS to fulfil its obligations under the Agreement, fulfilment of those obligations shall be suspended. The same rights shall accrue to the Customer who, in turn, would face such circumstances.
  - c. If Force Majeure results in the definitive impossibility (in whole or in part) for WTS to fulfil its obligations under the Agreement, the Agreement shall be considered terminated by operation of law from the day of such impossibility. The same rights shall accrue to the Customer who, in turn, would face such circumstances.
  - d. In any case, in the event of Force Majeure, WTS and the Customer may renegotiate and adjust the terms / modalities included in the Agreement by mutual agreement.
  - e. In the event of Force Majeure, WTS shall not be liable to pay any compensation to the Customer as a result of the termination or suspension of (the performance of) the Agreement pursuant to this Article 13, and the Customer shall in no event be entitled to any reduction of the agreed price.
- Article 14 - Non-solicitation of personnel:** The Customer shall refrain from directly or indirectly influencing, encouraging or facilitating, in any form whatsoever, any employee or representative of WTS to enter into employment with the Customer, a client or third parties, or to perform work directly for the Customer, a client or third parties. In the event of a breach of this provision, the Customer shall owe WTS an immediately payable penalty of €10,000.00 per breach, without prejudice to the right of WTS to claim additional compensation if the actual damage exceeds this amount.
- Article 15 - Hardship:** In case of hardship, WTS and the Customer undertake to renegotiate the Agreement with a view to adjusting the terms / modalities included in the Agreement (such as, but not limited to, the price and delivery time for the products). Hardship is an unforeseeable change of circumstances (whether or not financial / economic in nature) which (i) makes the performance of the Agreement by WTS excessively onerous to such an extent that the performance can no longer reasonably be required / expected (i.e. - not exhaustive - when the balance and structure of the Agreement as well as the legal relationship between the Customer and WTS is disturbed to such an extent that the fulfilment by WTS of its contractual obligations has become unreasonably onerous and/or disproportionate to the obligations of the Customer), (ii) was unforeseeable

on the date of the quotation or 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 should be unenforceable or contrary to any provision of public policy or mandatory law, such unenforceability or invalidity shall not affect the validity and enforceability of any other provisions in these general terms and conditions, nor of that part of the affected provision which is not contrary to mandatory law. In that case, such provision will be deemed to be replaced by another provision that is valid and enforceable and has the same economic effect for all parties.

**Article 17 - Amendments and additions:** Changes to or deviations from the Agreement or the general terms and conditions shall only be valid and binding if expressly agreed in writing between WTS and the Customer, without prejudice to what follows. WTS reserves the right to make amendments or additions to the general terms and conditions as and when required. The Customer is deemed to tacitly agree to these changes or additions following written notification if no objection is made after a period of five (5) days from the date. Objections must be raised by the Customer in writing. Otherwise, neither party may invoke 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 general terms and conditions nor any separate or partial performance by WTS of any right, power or remedy shall be deemed a waiver thereof.

**Article 19 - Hierarchy:** In case of contradictions 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 prevail over the provisions contained in the general terms and conditions.

**Article 20 - Disputes:** English law applies to any disputes. In the event of a dispute only the courts of England and Wales shall have jurisdiction.