

GENERAL TERMS AND CONDITIONS OF TENACY (February 2026 version)

Watchtower Security Solutions Deutschland GmbH, Verbindungsstr.
19g 40723 Hilden, Kleve Local Court HRB 10001, VAT No.: DE81 523
0083, hereinafter referred to as 'WTS',

Note: This English version is a translation of the original German version. Only the German version is legally binding. This version is for information purposes only.

Article 01 – Scope: These general terms and conditions apply to every contract that WTS concludes with the other party (framework agreement or otherwise), or to every offer that WTS submits. These General Terms and Conditions apply to all stages preceding the conclusion of such a contract or the submission of an offer, as well as to all other products and services that WTS supplies or provides to the other party. Any general or specific terms and conditions of the other party shall not be effective vis-à-vis WTS unless they have been accepted in writing by WTS. The execution of an order from the other party by WTS does not constitute acceptance of such terms and conditions. These general terms and conditions may not contain any deletions and shall take precedence over all other terms and conditions.

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

Article 03 – Description of Deliveries and Services: Deliveries and services shall be provided in accordance with the details set out in the quotation or the order confirmation. The timeframe for the provision of deliveries and services is for information purposes only and is not binding on WTS, unless expressly agreed otherwise between the parties. The times and dates communicated to the other party for the delivery, installation, response, maintenance or removal of the equipment or for the provision of services are merely estimates, and the times for such activities do not constitute deadlines subject to forfeiture.

Article 04 – Conclusion of the Contract: The contract is concluded as soon as the other party has accepted WTS's offer or both parties have provided written confirmation. Upon conclusion of the contract (hereinafter "the Contract"), the other party confirms that it has read, understood and accepted the general terms and conditions.

Article 05 – Term of the Contract:

a. The contract is concluded for the term specified in the offer or the order confirmation, provided that it is a framework agreement. "Framework Agreement" refers to the long-term agreement concluded between WTS and the other party for the procurement of various products and services under multiple orders, whereby each individual order is accompanied by a jointly signed order confirmation as an annex, setting out the specific arrangements for the respective order to secure a particular construction site, building, site or other project location of the other party. Termination of a framework agreement shall always result in the termination of the underlying orders, unless otherwise agreed.

b. The continued use or procurement of WTS's products and services shall under no circumstances be deemed to constitute a tacit extension, provided that (i) the contract shall terminate by operation of law upon expiry of the term and (ii) the contract may only be extended provided that prior written and express consent has been obtained from both the other party and WTS before the expiry of the originally agreed term.

c. WTS is entitled to terminate the contract (regardless of whether it is a framework agreement or not) by registered letter, subject to one month's notice, without WTS being liable for any compensation.

Article 06 – Prices:

a. Information and prices in brochures, on the website, etc. are for information purposes only and are not binding. The prices valid on the day shall always apply. Any previous quotations or contracts do not constitute a guarantee of the same price.

b. The prices stated in the quotation or order confirmation are, in principle, fixed prices, unless the other party makes changes to the products or services, and are subject to force majeure or unforeseeable circumstances. WTS is entitled to adjust prices once a year in accordance with the formula $P = p * [(b * (S / s)) + (c * (I / i))]$. In the event of a change, the other party will be notified one month before the change takes effect. The other party accepts that this notification may be sent by email or via the invoice, and 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/amended price;
- p is the originally agreed price, as stated in the quotation or order confirmation;
- b is the proportion of labour costs in 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 adjustment of the agreed price is requested, as published by the Federal Statistical Office;
- 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 Statistical Office;
- c is the percentage share of material costs in the agreed price, i.e. 50%;
- I is the new materials index, i.e. the consumer price index published by the Federal Statistical Office for the month preceding the month in which the adjustment of the agreed price is requested; and
- i is the original material index, i.e. the consumer price index published by the Federal Statistical Office for the month preceding the date of the offer or the date of signing the order confirmation;
- where $(b + c) = 100\%$.

c. Prices are always exclusive of VAT and any other applicable taxes, duties or charges, which shall be borne in full by the other party. VAT is subject to any statutory changes. The other party is aware that, under certain circumstances, the authorities may impose an additional charge, which must be settled by the other party. Any new levies, contributions or official requirements shall also always be borne by the other party.

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

- the transport of materials to the site or the preparation of the site to enable the installation of the products;
- the supply of energy and consumables, such as (among other things) electricity and water, required for the installation of the products;
- adequate lighting of the site, should the installation of the products need 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 in the invoice by the due date specified therein.

- c. Unless otherwise stated on the invoice, it must be settled within thirty (30) days of the invoice date, without any deduction, instalment payment or set-off, to the address of WTS's registered office. The other party must notify WTS immediately of any changes to the billing address.
- d. Any objection to the invoice must be notified to WTS by registered post within two weeks of the invoice date. Unless an objection is received within two weeks, the other party irrevocably and unconditionally accepts the invoice from WTS. Any objection received after this period has expired will not be processed. An objection does not defer the obligation to pay.
- e. In the event of non-payment or late payment, a fixed compensation in accordance with Section 288(5) of the German Civil Code (BGB) shall be payable in the form of default interest at a rate of 1% per month or part thereof, and a fixed compensation of 10%, but not less than €75 per invoice, shall be payable by operation of law upon the due date of the invoice, whereby the lump-sum compensation and the default interest shall never be less than the amounts owed under Section 288 of the German Civil Code (BGB). All costs of amicable and judicial recovery by a bailiff or a debt collection agency shall be borne by the defaulting party. This clause does not affect the parties' right to claim damages in other ways and by other means for losses that are not adequately compensated by the application of this clause. The other party is obliged, upon first request, to reimburse WTS for the collection costs incurred by WTS as a result of the other party's non-payment or late payment of the invoice.
- f. Failure to pay an invoice shall result in all invoices becoming due immediately. Any payment shall be applied to the oldest outstanding claim. In the event of late payment, WTS shall also be entitled (i) to suspend the services and performance without prior notice or to terminate the contract in its entirety or in respect of the part not yet performed, and (ii) to demand cash payment or sufficient security for further deliveries and services.
- g. The same provisions and rights shall apply to the other party should WTS fail to meet its payment obligations.
- e. In the event of malfunctions, inspections, maintenance work, checks, replacement measures, changes to the location where the products have been installed, or, more generally, at the request of WTS, the other party must grant WTS access to the relevant construction site, building, premises or other project location.
- f. WTS shall be responsible for the installation, any relocation and the removal of the products; 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 itself (in whole or in part), this shall be at the sole expense and risk of the other party.
- g. WTS shall make every reasonable effort to deliver, install and perform the products and services selected by the other party within the period specified in the quotation or order confirmation. The agreed period for the delivery of the products or the provision of the services shall be extended in the following cases:
 - if WTS is unable to carry out the (proper) delivery and installation of the products due to weather conditions;
 - if WTS is unable to deliver the products in accordance with the agreed terms and conditions because changes have occurred after acceptance regarding the location where the products are to be installed;
 - in the event of force majeure or unforeseeable circumstances;
 - if the agreed deadline cannot be met for reasons attributable to the other party (such as, but not limited to, failure to comply with the installation conditions); or
 - if WTS suspends the performance of its obligations under these general terms and conditions.
- h. WTS shall take reasonable measures to ensure that the products are in perfect condition from the time of their delivery to the other party. The other party remains responsible for inspecting the products and their installation and must ensure that they are suitable for the specific intended use. Any defects arising after delivery will be rectified by WTS within five (5) working days of written notification, where possible, notwithstanding any provisions to the contrary in these general terms and conditions.

Article 08 – Complaints:

- a. The other party must report any visible defects or shortcomings in the products or services to WTS in writing (including by email) without delay, but no later than within three (3) working days of delivery. WTS shall then be granted a reasonable period of time to remedy the situation. Cases of damage or hidden defects in products must be reported by the other party to WTS by registered post without delay, but no later than within five (5) working days of their discovery. Upon expiry of these time limits, all rights of the other party in this regard shall lapse.
- b. The lodging of a complaint shall in no circumstances entitle the other party to suspend payment in whole or in part, even if such a complaint was submitted within the prescribed time limit.
- i. WTS is available 24 hours a day via the general technical support number or in the event of technical problems. Should physical intervention be required, this will be carried out within two (2) working days.
- j. If WTS or its subcontractors need to respond to alarm signals, WTS may specify an approximate average response time. This response time is for information purposes only, and WTS gives no guarantee whatsoever that the stated average response time will be met. Although WTS endeavours to meet the average response time, WTS accepts no liability whatsoever for any damage, for whatever reason, arising from WTS not being on site.
- k. In order to fulfil the contract with the other party, WTS holds the necessary (ownership or other) rights to the products. WTS is entitled at any time to transfer ownership of the products to a third party. Where applicable, WTS acts as the lessee of the products, in which case the contractual relationship between the parties remains unchanged, i.e. the counterparty's rights and obligations towards WTS under the contract continue to apply in full. Should the lease agreement between WTS and the leasing company terminate for any reason, WTS reserves the right to immediately reclaim the products (which are in the counterparty's possession) and to replace them within a reasonable period with products that comply with the terms originally agreed between the parties, unless otherwise agreed. Any loss of use incurred by the other party as a result of the use of the products will be offset against the next invoice. In any event, WTS will make reasonable

Article 09 – Obligations and Rights of WTS:

- a. WTS undertakes to deliver, install and perform the products and services selected by the contracting party in accordance with the contract.
- b. WTS is entitled to suspend the performance of its obligations under the contract in the cases provided for in these general terms and conditions.
- c. Minor deviations from the contract by WTS in the course of performance are permissible, provided that the services to be provided by WTS are not substantially altered as a result.
- d. WTS is entitled, in the course of performing the contract, to engage third parties at its own discretion (such as, but not limited to, subcontractors or suppliers) without the prior, written and express consent of the other party being required.

efforts to ensure the continuity of services to the best of its ability.

Article 10 – Obligations and rights of the other party:

- a. The other party must fulfil its obligations under the contract, including these general terms and conditions, in full and on time – such as, for example, the timely payment of the agreed price and compliance with WTS’s installation conditions and safety instructions.
- b. The other party warrants that it is the owner (or its authorised representative) of the site at which WTS has been commissioned to provide the services or deliver the equipment. The other party further guarantees that, at the time of delivery of the products by WTS in accordance with the order, the site is not occupied or inhabited, or that, if the site is occupied or inhabited at that time, the users/occupants have no objection to WTS providing the products and services at that site.
- c. The use of WTS’s products and services does not provide protection against events such as fire or theft. The other party is responsible for taking, at its own discretion, sufficient preventive measures against burglary, fire and other damage, for insuring itself against such risks and for maintaining such insurance for the duration of the contract. The other party undertakes to store attractive goods as well as small and movable materials/tools properly at all times at the location where the products are installed and to take the necessary precautions in this regard.
- d. With the exception of products without a power connection, the installation site of the products must have one or more power connections (min. 230 V), which must be located no more than 25 metres from the place where the product in question is to be installed. Changes to switching times must be notified in good time by telephone.
- e. The other party must notify WTS in advance, in writing (including by email), of the location where the products are to be installed, as well as all relevant details necessary for the proper performance of the deliveries or services (e.g. the location of underground cables and pipes), so that WTS can organise the installation properly and efficiently. Any special technical requirements and specifications that deviate from the usual requirements must be expressly communicated by the other party in writing in advance.
- f. The site where the products are to be delivered must be easily accessible, reachable and passable by vehicle, and must offer sufficient space for a lorry (with a crane) or other means of transport provided by WTS. Where necessary, the other party shall ensure the provision of road plates and the installation of the necessary signage and lighting.
- g. The other party shall ensure that WTS products are installed on a suitable surface. The other party must prepare the site or the relevant area where the products are to be installed for installation and ensure that it is clear and accessible. In doing so, the other party must in all cases ensure a level and firm surface with sufficient space (at least 2.5 m x 2.5 m and a minimum height of 7 m) for the installation of the products.
- h. The other party is obliged to inform WTS immediately of any change regarding the location where the products are to be or have been installed, provided that such a change affects the agreements set out in the contract (for example, walls or buildings erected near a camera mast that restrict the coverage area of the camera mast in question). The other party shall invite WTS to jointly inspect the site in order to determine what amendments to the contract regarding the products and services (e.g. relocating or raising the camera mast) are necessary to ensure the site is adequately secured. If WTS is not informed of this in good time, WTS shall not accept any liability.
- i. The other party is responsible for obtaining the necessary permits, approvals or exemptions in connection with the installation of the products, where required, including, but not limited to, the use of public space, signage permits, no-parking signs, the consent of the owners’ association, etc. Insofar as the other party is not also the owner of the property for which WTS is providing the services, the other party unconditionally warrants that it is authorised to enter into a corresponding contract on behalf of the owner. Should it transpire that the other party is not or was not authorised, the other party shall be liable to WTS for the adverse consequences of its unauthorised actions.
- j. The other party shall at all times indemnify WTS against all possible consequences of a breach, non-compliance with administrative regulations or other obligations. The client is obliged to fully indemnify WTS against any fines or damages incurred by WTS or third parties as a result of the client’s failure to fulfil its obligations (properly). The other party is obliged to fully indemnify WTS against any claims by third parties (e.g. property rights pursuant to Sections 903 to 924 of the German Civil Code (BGB), the Federal Emission Control Act, State Emissions Control Act) and shall be liable for any delays in delivery or installation deadlines resulting from the other party’s failure to comply (properly) with the aforementioned obligations or conditions. Any fines shall be passed on to the other party together with a flat-rate fee of €75 (incl. 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 charge the other party for the costs associated with the installation of the products.
 - l. The products (made available to the other party) are provided in good condition 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 lie with a leasing company. The other party shall respect the property rights of WTS or the leasing company at all times. The products may not be sublet, lent or transferred by the other party. The other party may not make any alterations and shall be liable for all damage to the products, their accessories and other materials arising from the time they are delivered and made available at the location specified by the other party until the time of collection by WTS, even if such damage is caused by third parties. In this context, the other party shall be deemed the custodian of the goods. The other party must report any damage to WTS immediately upon its occurrence or discovery. Damage will be invoiced at the cost price of the repair, without prejudice to compensation for other direct and indirect damages. The other party undertakes to use the products that are the subject of this contract as a prudent and reasonable person would, 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 instructions. It shall not undertake (or cause to be undertaken) any actions that are contrary to the proper operation of the products for security services, or that cause inconvenience in the broadest sense of the word, or that in any way cause damage to WTS, third parties or public authorities, or that are unlawful.
- n. The other party shall immediately inform WTS, both verbally and in writing, of any theft, loss, defects, or changes to the environment or environmental conditions of the products or any of their components following their assembly and installation, which could impair the proper operation of the products or any of their

- components. The other party must also ensure that such changes do not impair the functioning of the products or any part thereof.
- o. The other party is not authorised to remove the products or make any alterations to them.
 - p. For maintenance work, troubleshooting or the resolution of problems, the products may be taken out of service (in whole or in part) for a specific period. WTS shall inform the other party of this immediately by email or telephone and confirm this in writing by letter.
 - q. The other party undertakes to use the products and their components at all times in accordance with all applicable legal provisions and in accordance with the contract.
 - r. WTS is entitled to inspect the products at any time. The other party shall grant WTS or a third party to be designated by WTS access at any time to the location where the products are situated. WTS is entitled at any time to repair or replace products without the other party being entitled to claim compensation as a result.
 - s. The other party is not entitled to use the products that are the subject of this contract and which are designed to detect heat, fire, smoke or water (e.g. WT-Celsius, Alarmkit) in inhabited or occupied premises, 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 upon first request by WTS or the leasing company, without the other party being able to invoke a right of retention in this regard. Where applicable, WTS shall arrange for the replacement of the products in accordance with Article 09(k) of these general terms and conditions.
 - u. Should the lease agreement between WTS and the leasing company terminate for any reason and should the leasing company wish 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 on the same terms and conditions. Where applicable, however, the contract between WTS and the other party shall terminate exclusively in respect of the products concerned.

Article 11 – Data Protection:

- a. The other party acknowledges that the products supplied by WTS are intended for the security of the premises and goods to be monitored. The other party undertakes to use the products only within a strict security framework and in compliance with statutory regulations. The products are not intended to monitor the activities of persons, including visitors, staff or employees. When using surveillance cameras, the other party is responsible for compliance with legal provisions, in particular data protection law (General Data Protection Regulation (GDPR), Federal Data Protection Act (BDSG)) and the protection of personal rights (in particular the right to one's own image, Article 2(1) of the Basic Law for the Federal Republic of Germany (GG) in conjunction with Article 1 GG).
- b. WTS shall process personal data on behalf of the other party. Under the terms of the contract, WTS provides services relating to the temporary security of the construction site, building, premises or other project location designated by the other party, by making video recordings, analysing them and, where necessary, forwarding them to the other party or a third party. This personal data will be processed by WTS for the duration of the contract.
- 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 contract, including in particular the provisions of the General Data Protection Regulation (GDPR) or regulations based thereon. The GDPR sets out how personal data must be handled. The individuals to whom this personal data relates are the 'data subjects'. The other party must, upon first request by WTS, demonstrate that it complies with the relevant laws and regulations. Data subjects are (a) the persons authorised to be present on, in or near the construction site, building, premises or other project site designated by the other party in accordance with the contract, including the Counterparty's employees and all persons present on, in or near a specific construction site, building, premises or other project site of the Counterparty on behalf of or at the request of the Counterparty; and (b) persons who are present without authorisation on, in or near the construction site, building, premises or other project site designated by the Counterparty.
- d. WTS's privacy policy applies to the processing of personal data by WTS. WTS's privacy policy describes how the personal data of data subjects is processed and sets out the manner in which data subjects may exercise their rights. This Privacy Policy is published on the WTS website and will also be provided in writing to the other party or the data subject upon request (Link: [Mosaic World Privacy Policy](#)). Should the provisions of the Privacy Policy conflict with the provisions contained in these General Terms and Conditions, the provisions of the Privacy Policy shall take precedence.
- e. The other party shall always engage WTS for the purposes it has itself determined. The other party shall also determine the means itself. WTS shall process personal data exclusively on the basis of written instructions from the other party.
- f. In its capacity as the data controller, the other party is responsible for the processing of the photographs/images/audio recordings/videos that it captures using WTS products. Ultimately, the other party determines the purposes for which the recordings are processed and – through its choice of WTS products – the means by which this is done. The other party shall comply with the obligations under applicable data protection laws and any future regulations in this regard, and shall fulfil all legal obligations incumbent upon it.
- g. In cases where this is required by law or regulations, WTS shall enter into a data processing agreement with the other party.
- h. The Counterparty is aware that its personal data, the data of the contacts it has specified, and the data, photos, images, sounds and videos recorded or exchanged between these devices and the Counterparty via WTS products will be recorded and used within the scope of WTS's security services, to which the Counterparty gives its consent personally and on behalf of the contacts it has specified. The other party shall inform their contacts accordingly.
- 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 security information, as well as its protection from third parties by taking appropriate security measures. The other party grants WTS consent to disclose their personal data to any third party that WTS engages in the performance of the contract with the other party. The use of these subcontractors by WTS is essential for the performance of its activities. A list of data processors is available upon request from the other party. If WTS is not the owner of the products, the other party also grants WTS consent to disclose personal and other data to the owner of the products.
- j. Taking into account the nature of the processing, WTS shall assist the other party in fulfilling its 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 the other party with appropriate assistance in fulfilling the obligations under Articles 32 to 36 of the GDPR.

- k. The other party shall indemnify WTS against any (legal) claims by third parties, including persons whose personal data has been collected or processed, against WTS arising from the other party's failure to comply with the laws or regulations relating to the processing of personal data.
- l. Audio and video recordings are generally retained by WTS for ten (10) calendar days. WTS will retain these recordings for a longer period if legal proceedings involving WTS arise, until a final decision is reached, or if they are requested by an insurance company. At the other party's request, WTS will forward the video, image or audio recordings to authorities (police or judicial authorities) or insurance companies in order to investigate claims or identify perpetrators. Upon completion of the processing operations, WTS shall, as far as possible, delete all personal data processed under this contract.

Article 12 – Liability:

- a. WTS undertakes to perform the services and activities to be provided by it to the best of its knowledge and belief, in compliance with the regulatory requirements applicable to private security companies. The provision of the services or additional services to be provided by WTS always constitutes an obligation of means and not an obligation of result, with the exception of the transmission and receipt of alarm signals, provided there are no disruptions for which WTS is not responsible. This obligation of means relates to the provision of standard security and guard services. This expressly does not include mediation or involvement in conflicts between the other party and its employees or third parties. Any liability shall be assessed on the basis of the standard of care, taking into account that WTS possesses the necessary experience and professional expertise. WTS shall not be liable for damages of any kind arising from WTS having relied on incomplete, incorrect or erroneous information (regardless of whether this was provided by the other party or not).
- b. WTS gives no guarantee that the events (of any kind) which its efforts as set out in the contract are intended to prevent will not occur. In the event of fire, theft or vandalism, WTS cannot under any circumstances be held liable for these incidents or acts, but only for their civil-law consequences, to the extent and in the manner specified in the contract and in these general terms and conditions.
- c. WTS shall in no event be liable for damage arising from the following circumstances:
 - Weather conditions that impair camera detection, such as heavy rain, or other causes not attributable to WTS, resulting in alarm signals not being transmitted to the alarm centre, either in whole or in part.
 - The overturning or breaking off of parts of a product as a result of strong winds, unless this is attributable 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 standard 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 caused by acts, omissions or attributable fault on the part of the other party (e.g. failure to provide important information to WTS, provision of incorrect information to WTS, failure to comply with (safety) recommendations from WTS, misuse or improper use, or the improper storage of

flammable goods as well as small and movable materials or tools) or by third parties.

- An incident involving a person whilst the products provided are being used to detect hazards such as heat, fire, smoke or water (e.g. WT-Celcius, Alarm Kit). The purpose of such products is the protection of (movable and immovable) property. WTS cannot under any circumstances be held liable for the protection of persons. It is therefore prohibited to use the aforementioned products in inhabited or occupied properties, unless otherwise agreed between the parties.
- Force majeure.
- d. WTS shall not be liable for any errors committed by (mobile) telecommunications/data service providers, on the internet, Ethernet, WPS or by third parties involved in WTS's assignment, including the police, fire service or security services engaged by WTS in the performance of the contract.
- e. The other party shall indemnify WTS against any claims for damages by third parties arising or having arisen as a result of the use of the products or services by or on behalf of the other party, unless it transpires that the damage is attributable to a defect in the products for which the other party is not responsible. WTS shall only be liable for damage attributable to a breach of contract for which it is responsible, without prejudice to the other provisions of these General Terms and Conditions which directly or indirectly govern WTS's liability.
- e. The other party is obliged to indemnify and hold WTS harmless from all claims for damages by third parties for which WTS's liability towards the other party is excluded in these General Terms and Conditions.
- f. Transport of the goods is always at the counterparty's risk. If, at the counterparty's request, these products are subsequently to be stored in a warehouse, the counterparty must ensure that the 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 contract, including in particular:
 - fines imposed on WTS by the police or the fire brigade;
 - the (additional) costs charged to WTS by the security service or security guards;
 - unnecessary investigation costs 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 costs of repair or replacement of the product (or parts thereof), including any investigation and transport costs, caused by:
 - repairs, modifications or extensions to the products carried out by parties other than WTS without the latter's written consent;
 - improper or unqualified use or handling, or defective or improper maintenance of the products by the other party;
 - defects attributable to changes in environmental conditions following installation and acceptance.
- i. WTS shall under no circumstances be obliged to compensate for consequential damages, such as (among other things) loss of turnover and/or profit.
- j. The exclusions and limitations of liability set out in this clause shall apply without prejudice to any rights that a person may assert under the German Product Liability Act (ProdHaftG).
- k. The exclusions and limitations of liability in this Article do not apply to damage caused by fraud, fraudulent misrepresentation, wilful misconduct, gross negligence or a breach of any of WTS's fundamental obligations.

- l. In the event of a claim being settled by WTS's insurer, WTS's total liability, regardless of the legal basis, shall in all cases be limited to the extent of the cover actually provided by WTS's insurer, without WTS being held liable for any higher or other damages. Should WTS's insurer not cover the claim, WTS's liability for damages of any kind (whether contractual or non-contractual in nature) or cause, and irrespective of the degree of fault, shall in any event be limited to an amount equivalent to six monthly invoices, but not exceeding EUR 10,000.00.
- m. WTS's liability shall expire one year after the day following the occurrence of the loss event.

Article 13 – Force majeure:

- a. Any event that constitutes an insurmountable obstacle to the normal fulfilment of WTS's obligations or that forces WTS to suspend the provision of services temporarily or permanently shall be deemed a case of force majeure, provided that the event is unforeseeable, extraordinary and not attributable to WTS, assuming the conduct of a reasonable and prudent person in the same specific circumstances. This is the case, for example, with war (without this necessarily having to take place on German territory), the threat of war, civil wars, riots, acts of violence, fire, water damage, storms, natural disasters, strikes, sit-ins, lock-outs, import and export restrictions, government measures, machine breakdowns, disruptions to the energy supply, transport problems, material shortages, (health or financial) crises or pandemics, as well as unusual price increases in wages, raw materials, materials or energy.
- b. If force majeure results in WTS being temporarily (wholly or partially) unable to fulfil its obligations under the contract, the fulfilment of these obligations shall be suspended. The other party shall be entitled to the same rights should it, for its part, be confronted with such circumstances.
- c. If force majeure results in WTS being permanently (wholly or partially) unable to fulfil its obligations under the contract, the contract shall be deemed to have been terminated by operation of law from the date on which performance becomes impossible. The other party shall be entitled to the same rights should it, for its part, be confronted with such circumstances.
- d. In any event, in the event of force majeure, WTS and the other party may, by mutual agreement and subject to mutual consent, renegotiate and adjust the terms and conditions contained in the contract.
- e. In the event of force majeure, WTS shall owe the other party no compensation whatsoever on account of the termination or suspension of the contract (or its performance) 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 assisting any employee or staff member of WTS in any way to take up employment with the other party, a client or a third party, or to carry out activities directly for the other party, a client or a third party. In the event of a breach of this provision, the other party shall owe WTS a contractual penalty of EUR 10,000.00 per breach, payable immediately, without prejudice to WTS's right to claim additional damages if the actual loss incurred exceeds this amount.

Article 15 – Force majeure: In the event of force majeure, WTS and the other party undertake to renegotiate the contract in order to adjust the terms and conditions contained therein (for example, including but not limited to the price and delivery time for the products). Force majeure is an unforeseeable change in circumstances (whether of a financial or economic nature) which (i) makes performance of the contract by WTS so unduly difficult that performance can no longer reasonably be required or expected (i.e. inter alia,

where the balance and structure of the contract and the legal relationship between the other party and WTS are disrupted to such an extent that the performance of WTS's contractual obligations has become unreasonably difficult or is disproportionate to the other party's obligations), (ii) was not foreseeable at the time of the offer or the signing of the order confirmation, and (iii) is not attributable to WTS.

Article 16 – Nullity: Should any provision or part thereof in these General Terms and Conditions be unenforceable or contravene a provision of public policy or mandatory law, such unenforceability or invalidity shall not affect the validity and enforceability of the remaining provisions of these General Terms and Conditions, nor the part of the provision in question that does not contravene mandatory law. In that event, that provision shall 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: Amendments or deviations from the contract or these general terms and conditions are only valid and binding if they have been expressly agreed in writing between WTS and the other party, without prejudice to the provisions below. WTS reserves the right to make amendments or additions to these general terms and conditions where necessary. It is assumed that the other party tacitly agrees to such amendments or additions following written notification, provided that no objection has been raised within five (5) days of the date of notification. Objections must be raised by the other party in writing. Furthermore, neither party may rely on any tacit or oral deviation from the contract or the general terms and conditions.

Article 18 – Waiver: No failure or delay on the part of WTS to exercise any right, power or remedy under the Contract or these General Terms and Conditions, nor any single or partial exercise of any such right, power or remedy, shall be deemed a waiver thereof.

Article 19 – Hierarchy: In the event of any conflict between the quotation, the framework agreement or the order confirmation and these General Terms and Conditions, the provisions of the quotation, the framework agreement or the order confirmation shall take precedence over the provisions of these General Terms and Conditions.

Article 20 – Disputes: All disputes shall be governed by German law, and the application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. In the event of a legal dispute, the courts of the district in which WTS has its registered office shall have exclusive jurisdiction; this applies provided that the other party is not a consumer (Section 13 of the German Civil Code (BGB)).