SECURITAS GENERAL TERMS AND CONDITIONS, VERSION 2025-09-29 ("SECURITAS TERMS AND CONDITIONS")

A. DEFINITIONS

Services: the service(s) that Securitas provides to the Client based on the Agreement.

Commencement Date: the date specified in the Agreement on which the delivery of Services and/or Goods commences.

Delivery: the delivery of Services and/or Goods by Securitas on behalf of the Client.

Site(s): the location, as specified in the Agreement, to which the Services relate.

Client: the client specified in the Agreement.

Agreement: the written arrangements between Securitas and the Client for the purpose of delivering Services and/or Goods, including annexes, including these general terms and conditions.

PAC: the Private Alarm Center of Securitas where (alarm) signals are received and processed in accordance with the protocol agreed in writing with the Client.

Securitas: the Securitas entity specified in the Agreement, as well as its Dutch parent, sister and subsidiary companies.

Software: software developed by Securitas that is made available to the Client in connection with the performance of the Agreement.

Fee: the fee that Securitas charges the Client for the Services and/or Goods delivered by Securitas to the Client as further specified in the Agreement.

VMC: the Video Monitoring Center of Securitas where video images are received and processed in accordance with the protocol agreed in writing with the Client.

Goods: products, including equipment, that Securitas delivers to the Client pursuant to the Agreement.

B. APPLICABILITY

1. APPLICABILITY
1.1 These general terms and conditions apply to all Services, Goods and Software that Securitas delivers to the Client. They also apply to everything that happens before Securitas executes an assignment.
1.2 Parts A (definitions), B (applicability) and C (general provisions) apply to all assignments. Part D relates specifically to delivery of Services, Part E specifically to delivery of Goods and part F specifically to delivery of Software.
1.3 In case of a conflict between the general provisions (C) and any specific provisions, the specific provisions shall prevail.
1.4 General terms and conditions used by the Client, or any other general or specific terms and conditions of third parties do not apply to the assignment.

C. GENERAL PROVISIONS

2. CONCLUSION OF THE AGREEMENT
2.1 The Agreement is concluded:
a. at the moment the Agreement is signed by both parties and shared with each other;
b. at the moment of the actual commencement of Delivery by Securitas, if that moment precedes the moment mentioned in sub a.
2.2 All offers and quotations from Securitas are non-binding and do not bind Securitas, unless otherwise indicated.
2.3 Client cannot hold Securitas to obvious (typing) errors or mistakes (such as calculation errors) in offers and quotations. Models and drawings are examples only. Guarantees only apply if Securitas has promised them in writing.

3. COMMENCEMENT AND DURATION
3.1 Unless otherwise agreed in writing, a term of twelve (12) months applies from the Commencement Date, without interim termination option. If an Agreement has not been terminated three (3) months before the end of the term, the Agreement shall be tacitly extended each time by a period of twelve (12) months with a notice period of three (3) months.
3.2 If the Agreement has been entered into for an indefinite period, a notice period of six (6) months applies.

4. CLIENT OBLIGATIONS
4.1 Client ensures:
- a safe workplace with the necessary (facility) provisions;
- all information and access that Securitas reasonably needs;
- immediate notification of everything that may affect the safety, risks and/or obligations of Securitas or that may lead to an increase in costs incurred by Securitas in relation to Delivery; and
- all agreed goods, timely and in proper and suitable condition.
4.2 If the start or progress of work is delayed as a result of circumstances attributable to Client, Client is liable for the damage that Securitas suffers as a result. This also applies to delays caused by third parties engaged by Client.
4.3 If there are third parties engaged by Client, only Client is responsible for coordinating the work and Client ensures a clear division of responsibilities.
4.4 Client allows Securitas at all times to engage competent third parties for the execution of the Agreement.
4.5 Client ensures that Securitas can freely dispose of all necessary information, such as information about the spaces where Delivery will take place, access documents, permits, exemptions, as well as adequate energy supply and the necessary provisions for connecting the Goods or Services to be delivered to the necessary (telecommunication) networks. Client guarantees the soundness of what is provided. Specifications provided by Client regarding a work of which Securitas only delivers a part, need only be tested globally by Securitas and never form part of the Agreement as such.

5. LEAD TIMES
5.1 The (delivery) lead times agreed by Securitas with Client never have the character of a fatal deadline, unless the parties have expressly agreed otherwise.
5.2 An agreed lead time only starts on the Commencement Date, or on the date when all necessary data, information, permits, and the like for the execution of the Agreement have been received by Securitas, if this is later.
5.3 In case of exceeding a lead time, Securitas is only in default after Client has given Securitas written notice of default and has given Securitas a reasonable period to still fulfill its obligation.

6. FEE
6.1 Client must pay Securitas the Fee (excluding VAT) as stipulated in the Agreement.
6.2 Securitas has the right to adjust the Fee during the term of the Agreement if Securitas' costs in connection with the Delivery increase due to: (i) (in)direct personnel costs, including those arising from the collective labor agreement for Private Security; (ii) changes in legislation; (iii) business costs; and (iv) inflation as measured by the CPI (consumer price index). Securitas will not implement an adjustment retroactively. Securitas can provide substantiation of the adjustment upon request.

7. PAYMENT
7.1 Client receives a monthly invoice. If a purchase order (PO) is required, Client must provide it no later than five (5) working days before commencement of the services. In the absence thereof, Client remains obligated to pay according to the payment agreements. Invoices must be paid without any set-off or discount within fourteen (14) days after the invoice date to the account number stated on the invoice. If Client fails to fulfill its payment obligations within the aforementioned period, it is in default by operation of law and Securitas is entitled to charge the statutory commercial interest, without prejudice to other rights accruing to Securitas, including the right described in article 7 paragraph 3 of these general terms and conditions. Client must inform Securitas in writing within seven (7) days after the invoice date about any dispute concerning the invoice. The undisputed part of the invoice will be paid within the payment term. All reasonable costs that Securitas incurs for collecting the Fee (including costs for legal proceedings and extrajudicial (collection) costs) are at Client's expense.

7.2 Payments made by Client always serve first to satisfy owed costs, then to satisfy interest and then to satisfy the oldest invoice due at that time.

7.3 In case of late payment, after being given notice of default with a reasonable period to still comply, Securitas may suspend Delivery with due observance of a notice period of ten (10) days. Suspension does not relieve Client of its obligations under this Agreement.

7.4 In case of reasonable suspicion that Client will not pay due to liquidity problems, Securitas can make continuation of Delivery conditional on payment prior to Delivery.

8. LIMITATION OF LIABILITY

8.1 Securitas is only liable to Client for direct damage.

8.2 Securitas' liability is furthermore limited to € 20,000 per event or series of related events and to a maximum of € 100,000 per year.

8.3 Regarding the delivery of Goods, Securitas is only obligated to repair the defect in what was delivered based on the warranty. Securitas is not liable for damage as a result of a defect in the Goods.

8.4 Client must give Securitas the opportunity to repair damage to Client's properties caused by Securitas itself, before Client can claim repair costs as damage.

8.5 Securitas is not liable for indirect damage or consequential damage. This includes, for example, lost profits, missed revenue, damage due to business stagnation and missed savings.

8.6 For damage that results from the circumstance that keys (and other access means), which have been entrusted to Securitas in the context of executing the Agreement, have been lost by Securitas, liability is limited to an amount of €10,000 per event and per year.

8.7 Securitas is not liable for:

- errors in data provided by Client;
- errors or delays in sending data;
- disruptions in communication (e.g. telephone, computer or internet);
- inability to reach contact persons designated by Client;
- (the consequences of) disruptions or programming errors.

8.8 For complaints about service provision, Client must inform Securitas in writing within seven (7) days after discovery. If Client does not notify Securitas of a complaint or possible liability within two (2) months, Securitas has no obligation to remedy or compensate regarding this complaint. Within six (6) months after reporting the complaint, legal action must be initiated, on penalty of forfeiture of the claim.

9. THIRD-PARTY CLAIMS

9.1 Client must indemnify Securitas against and hold harmless from all losses that may arise for Securitas, and against all claims that may be brought against Securitas by a third party (including claims by a Securitas employee under breach of articles 7:611 and 7:658 of the Dutch Civil Code) as a result of or in connection with Delivery, unless these losses were caused by attributable failure of Securitas.

10. INSURANCE

10.1 Securitas will maintain insurance during the term of this Agreement that is customary in the industry according to the nature and scope of the Delivery. This insurance does not cover losses arising from acts or omissions of Client. Securitas will provide Client with an insurance certificate upon written request, showing the existence of the aforementioned insurance.

10.2 In case of installation of Goods by Securitas as part of a construction project, Client must take out and maintain a CAR insurance or equivalent customary insurance in which Securitas (including subcontractors and assistants engaged by Securitas for executing the Agreement) is included as co-insured. Upon written request from Securitas, Client provides proof of insurance.

11. CHANGES (ADDITIONAL AND LESS WORK)

11.1 Each party may request reasonable adjustments and/or extensions of Delivery by notifying the other party in writing. Any changes in Delivery, in the Fee and/or in the Agreement are only binding for parties insofar as these have been agreed in writing by an authorized person of the parties involved.

11.2 Client only has the authority to give Securitas instructions if this fits within the Agreement. An instruction outside the scope of the Agreement counts as an assignment for change.

12. TERMINATION

12.1 Both Client and Securitas are authorized to dissolve the Agreement wholly or partially with thirty (30) days' notice in the event and at the moment that the other party fails to fulfill, or fails to fulfill timely or properly, an obligation under the Agreement, this attributable failure is not remedied within a reasonable period after written notice of default, and the seriousness of the failure justifies dissolution.

12.2 Securitas may terminate this Agreement for justified reasons by written notice observing a period of thirty (30) days. Justified reasons for Securitas include: (i) no longer being able to insure the work; (ii) a change in applicable legislation or regulations that greatly affects the ability to execute the Agreement; (iii) the circumstance that Securitas would have to act contrary to the Securitas Values and Ethics Code in executing the Agreement with Client, as published on Securitas' website; (iv) the circumstance that Client fails to comply with a guarantee obligation regarding sanctions legislation, as referred to in art. 18 paragraph 4; or (v) if there is bankruptcy or suspension of payments or similar situation with Client.

13. FORCE MAJEURE

13.1 Force majeure occurs in situations beyond the parties' control that hinder execution of the Agreement, such as:

- natural disasters, fire and extreme weather conditions;
- war, terrorism and social unrest;
- strikes and labor disputes;
- shortages of personnel, materials or transport;
- government measures such as seizures;
- unusual traffic congestion;
- disruptions at subcontractors due to similar circumstances.

13.2 The party wishing to invoke a force majeure situation must immediately notify the other party in writing.

13.3 Both parties have the right to terminate the Agreement immediately by written notice if the force majeure situation lasts longer than thirty (30) days.

14. CONFIDENTIALITY

14.1 Each party must maintain confidentiality and may not disclose confidential information of the other party of which it has become aware in connection with this Agreement, unless this is required in connection with Delivery and to fulfill any other obligations under this Agreement, or disclosure is required by order or demand of a government authority. Information is considered confidential if, given its content or the manner in which it was communicated, it should reasonably be considered confidential by the receiving party. Documentation provided in the context of Delivery (such as designs, drawings, technical descriptions, security concepts, quotations, advice, techniques, instruments, software and programs) are in any case to be considered as confidential information.

14.2 Each party takes all reasonable precautions to comply with confidentiality obligations. Parties ensure that their employees as well as engaged third parties comply with similar confidentiality obligations.

15. DATA PROTECTION

15.1 Parties acknowledge that Securitas may process personal data within the meaning of the General Data Protection Regulation ("GDPR") about persons working at Client in the context of executing the Agreement. Depending on the nature of service provision, Securitas may be designated as data controller or data processor under the GDPR.

15.2 In case Securitas itself determines the purpose and means for processing personal data (such as with mobile surveillance or control room services), it applies that it will comply with obligations imposed by the GDPR on data controllers when processing personal data.

15.3 When Securitas processes personal data exclusively for Client and does not itself determine the purpose and means of processing (such as with manned guarding and camera services), it applies that Client as data controller ensures there is a lawful basis for processing personal data, and that Securitas complies with obligations imposed by the GDPR on data processors when processing personal data, processes personal data exclusively based on Client's instructions and complies with obligations from this provision that must be established in an agreement when engaging a processor under the GDPR.

15.4 Securitas will implement technical, physical and organizational measures to protect personal data against destruction, loss, alteration, unauthorized provision or unauthorized access and against all other forms of unlawful processing. These measures will include physical security, access security, pseudonymization and encryption, logging and control, correct processing in application systems, incident and technical vulnerability management, continuity management and data breach handling, and will ensure an adequate level of protection, considering the risks that processing and the nature of personal data to be protected entail.

15.5 If Securitas engages a sub-processor, it imposes on them in a written agreement at least the obligations to which it is itself bound as processor toward Client.

15.6 Securitas helps Client comply with GDPR obligations. This means Securitas will reasonably support Client with:
- answering requests from persons exercising their rights;
- securing personal data;
- reporting data breaches to authorities and data subjects;
- assessing protection mechanisms;
- consulting the supervisory authority when necessary.

15.7 Securitas will immediately inform Client of security breaches concerning Client's personal data, including all information regarding the facts and circumstances of the breach in connection with personal data, and the information Client needs to understand the (possible) consequences of such a breach and limit them as much as possible.

15.8 Client may have an audit performed at Securitas maximum once per year to test compliance with obligations set out in this provision. Upon Client's request, Securitas makes available all information necessary for this purpose. The costs of such requests or audits are at Client's expense.

15.9 Upon Client's request, Securitas will delete or destroy personal data, unless Securitas has a legal obligation to continue processing the personal data.

16. INTELLECTUAL PROPERTY

16.1 All intellectual property rights to Services, Goods and Software that Securitas develops and/or delivers (such as designs, drawings, descriptions, security concepts, software and advice) remain with Securitas or its licensors. Client has only the right of use thereof for the duration of the Agreement, which right of use ends upon termination of the Agreement in any way. The temporary nature of the right of use also applies to use of reporting tools that Securitas makes available for executing the Agreement. For clarity, Securitas or its licensors have exclusive ownership of all back-office systems and software used to execute the Agreement and Client has no right of access or use of these systems or software. The same applies to rights regarding systems and software that Securitas uses in the background to execute Delivery, such as applications to create and share reports.

16.2 Client is not permitted to (have) realize the design of Securitas' installation wholly or in parts without Securitas, without express written consent from Securitas and without prejudice to provisions in paragraphs 3 and 4 of this article. Securitas is authorized to attach conditions to that consent, including payment of compensation.

16.3 The right of use regarding delivered software is non-exclusive and non-transferable. Client may only use this software in its own business and only applied in the configuration as intended in the Agreement.

16.4 Client is not authorized to modify, decompile, copy the software or in any way provide cooperation thereto. The source code of the software and technical information produced during its development are not made available to Client, unless otherwise agreed in writing.

16.5 Securitas is entitled to apply for patents in its name and at its expense for inventions that arose during and through execution of the Agreement. Upon obtaining a patent right, Securitas grants Client a basically non-transferable right of use to that invention, valid for the duration of the Agreement. For concrete application of this right of use, Client will ask permission from Securitas, which permission can only be refused if Securitas can demonstrate a conflicting interest.

16.6 Securitas may process information it obtains in the context of delivered Services or Goods (such as data and signals) for the purpose of improving its current and new service provision and making analyses.

16.7 Securitas is permitted to place indications of its name and company or advertising at locations where it provides Services or on delivered Goods.

16.8 Securitas has exclusive ownership or right of use of trade names, brand names, product names and trademarks it uses. Client has no rights thereto.

17. STAFF TAKEOVER

17.1 If Client (in)directly employs a Securitas employee who is or was involved in Delivery during the Agreement or within 12 months after termination, Client must pay € 15,000 to Securitas per such employee. This is to compensate for costs incurred by Securitas for recruiting and training this employee. Parties confirm this is a realistic estimate of incurred costs and not a penalty.

18. MISCELLANEOUS

18.1 If a provision of this Agreement proves unenforceable, voidable or void, it will be modified so that it is legally permissible and enforceable under applicable law. If the unenforceable provision cannot be so modified, it is deleted from the Agreement and all other provisions of this agreement remain fully in effect.

18.2 All communications in connection with this Agreement must be made in writing and directed to the other party at its (email) address as stated in the Agreement or as otherwise provided in writing.

18.3 Neither party may transfer this Agreement without written consent of the other party, which consent may not be unreasonably withheld by the other party. Every entity within the Securitas group is entitled to fulfill obligations under the Agreement and claim rights under the Agreement, equal to the Securitas entity named in the Agreement.

18.4 Client declares that:
- it is not on a sanctions list;
- it does not perform prohibited activities according to sanctions legislation;
- it is not controlled by someone on a sanctions list. Client indemnifies Securitas for any damage (including criminal measures and fines) that Securitas would suffer as a result.

18.5 Client guarantees compliance with the latest version of Securitas' Values and Ethics Code, as published on Securitas' website. Upon request, Securitas will send the text of this Code.

19. APPLICABLE LAW AND COMPETENT COURT

19.1 This agreement and its interpretation are exclusively governed by Dutch law. Parties hereby submit to the exclusive jurisdiction of the court in Utrecht.

D. DELIVERY OF SERVICES

20. GENERAL

20.1 Securitas is obligated to perform the Services to the best of its knowledge and ability in accordance with requirements of good craftsmanship and government-imposed rules.

20.2 Services will be performed by Securitas as further specified in the Agreement and in applicable written work instructions.

20.3 Securitas is not obligated to follow Client instructions other than those included in the Agreement. Changes to work instructions must be recorded in writing. If Client gives Securitas employees

instructions not included in work instructions, Client is responsible for all consequences arising from these instructions. Client then indemnifies Securitas for any damage arising from this instruction.

20.4 Services to be delivered by Securitas in any case do not include breaking work strikes, becoming involved in any way in political or similar disputes, or becoming involved in disputes between Client and third parties.

20.5 Neither Securitas nor its employees are obligated to use force or expose themselves to it.

20.6 All equipment (not meaning delivered Goods), software, materials and/or documents used by Securitas for Services remain Securitas' property at all times. Outside Securitas' working hours, Client is responsible for Securitas' properties, such as equipment, materials, tools or instruments brought to the work site.

20.7 Securitas has the right to replace employees assigned to execute Services at all times. Client may - stating reasons - request replacement of an employee, after which parties will consult about this.

21. ALARM CENTRE SERVICE

21.1 With alarm center service, the private alarm center (PAC) receives and processes alarm notifications. Securitas then warns contact persons designated by Client according to written instructions. Emergency services are alerted according to applicable laws and regulations.

21.2 Client must make changes to instructions known to Securitas in writing. The agreed rate for alarm center service includes that four (4) mutations per Site in data provided by Client can be communicated and processed annually. If this number is exceeded, extra costs based on the applicable hourly rate, as well as costs for ID passes, postage and/or shipping costs etc., may be charged.

21.3 If seventeen (17) false alarm notifications per Site have occurred during a twelve (12) month period, Securitas is entitled to charge € 15 excluding VAT per false alarm notification per Site from the eighteenth (18th) false alarm notification. With five (5) false alarm notifications per month within three (3) consecutive months, Securitas will ask the installer to reduce false alarm notifications at Client. When the number of false alarm notifications has not decreased in the three (3) months following this request, Securitas is entitled to suspend or terminate service provision.

21.4 Securitas is not responsible nor liable for consequences of disruptions in connection between PAC and Client's equipment that should give the (alarm) signal, disruptions of the equipment itself, or incorrect alarm follow-up by a third party.

22. VIDEO MONITORING SERVICE

22.1 Video monitoring service is a Service whereby Securitas commits to verify an alarm notification received at the VMC by attempting to establish a connection with video equipment placed at Client and subsequently warning persons according to instructions provided in writing by Client. Emergency services are alerted according to applicable laws and regulations. Video monitoring service can also consist of preventive camera surveillance.

22.2 Article 21 paragraphs 2 through 4 (Alarm Center Service) applies correspondingly to video monitoring services.

22.3 For alarm verification, Securitas consults available images for maximum three (3) minutes after a video connection is established and reports observations according to the warning protocol.

22.4 For preventive camera surveillance, Securitas performs preventive surveillance via video connection with the Site at times agreed in advance with Client.

22.5 If the situation is unclear based on video images, for example due to poor connection, bad weather conditions or insufficient lighting, the employee may engage mobile surveillance or the warning address at Client's expense to investigate the situation on site. Correctness and completeness of observation by Securitas can never be guaranteed in such case.

23. ON-SITE INSPECTION

23.1 On-site inspection is a Service whereby an employee performs alarm verification on site following an alarm notification from an alarm center or performs a pre-agreed inspection round of a Site. Even if it turns out afterward that an alarm notification was unnecessary, Securitas charges Client for the inspection costs. If the employee must come to the Site at Client's request while there is no alarm notification, Client is also charged for alarm follow-up.

23.2 If Client is not connected to PAC but to another control room, Securitas is not responsible or liable for that control room's functioning and incorrectness of data or notifications provided by that control room.

24. DIGITAL SERVICES

24.1 Securitas can offer various digital services via its MySecuritas platform including the Guarding Platform and Risk Intelligence Service (RIS). More information about how these digital services function can be read via this link: https://www.securitas.com/en/about-us/securitas-digital-services--legal-documents. The current version of these documents can be sent free of charge upon request. For the Guarding Platform, these terms are for information only. For RIS, Client must accept the terms.

25. REMOTE SERVICE

25.1 The remote service ("Teleservice") is a Service whereby messages and notifications from (customers or stakeholders of) Client are forwarded to Securitas' remote service center via intercom/telephone/email at pre-agreed times. The employee then passes on messages according to predetermined instructions (scripts). Requests for information or complaints will not be addressed other than registration and/or directing follow-up of a malfunction report. Teleservice can also extend to providing remote access, remote overtime registration, directing or supporting a BHV process ("bedrijfshulpverlening") remotely and following up facility reports to support client's business continuity.

25.2 A Fee is agreed in the Agreement based on an estimate of the number of messages/actions with associated processing minutes. Client is always invoiced for the actual number of communicated messages with associated processing minutes. Structural deviation of actual and estimated numbers will be reason to adjust the Fee mentioned in the Agreement.

26. TRAINING

26.1 A training established in the Agreement can be moved to another day or cancelled free of charge by Client up to two (2) weeks before the (first) training day. After that, Securitas will be entitled to charge Client for the complete training costs.

26.2 If the indicated minimum number of course participants for training is not achieved, Securitas has the right to cancel a training.

27. MAINTENANCE

27.1 Performing maintenance is a Service whereby Securitas makes efforts to keep the chance of disruptions occurring at an acceptable level during the maintenance period through preventive maintenance and, insofar as agreed, to resolve disruptions through corrective maintenance. A disruption is a sudden, unexpected interruption of the installation's performance.

27.2 Client provides a maintenance assignment included in the maintenance plan in the Agreement in writing and at least one (1) month in advance. Client provides additional maintenance assignments at least two (2) months in advance.

27.3 In case of urgent maintenance assignment where Securitas does not get opportunity from Client to provide a price quote in advance, Client will compensate Securitas for actually and reasonably incurred costs.

27.4 For agreed corrective maintenance, Securitas will make efforts to resolve urgent disruptions within 72 hours after notification, unless another term is agreed. Other disruptions are resolved during Securitas' normal working hours where possible.

27.5 Cancellation of an already provided maintenance assignment can be done free of charge if this occurs no later than one (1) month before the planned execution date.

E.   DELIVERY OF GOODS

28.   RETENTION OF TITLE

28.1   Securitas reserves ownership of all Goods delivered to Client until:
- the delivery document in accordance with article 32 (Delivery and acceptance) has been signed by Client, if applicable; and
- full payment has taken place of all amounts that Client owes or will become owing in connection with the delivery of the Goods under the Agreement.

28.2   If the Agreement is terminated by Securitas or Client based on article 12 (Termination) or for any other reason, Client must immediately pay Securitas the remaining amount for the delivered Goods and costs incurred in case of an Agreement with instalment payments.

28.3   Client is obligated to store the Goods delivered under retention of title carefully and recognizably as property of Securitas. Client is also obligated to insure these goods against fire, water damage and theft. For the duration of the retention of title, Client is not permitted to pledge, alienate or otherwise encumber the Goods delivered by Securitas.

28.4   If Client fails to fulfill his obligations towards Securitas or Securitas has good reason to fear that he will fail to fulfill those obligations, Securitas is authorized to take back the Goods delivered under retention of title. Costs for retrieving delivered Goods are at Client's expense.

28.5   Client accepts the condition and quality of the Goods at the moment ownership of the Goods transfers from Securitas to Client.

28.6   As long as Securitas owns the Goods, Client must:
- immediately report in writing if the Goods are damaged or (possibly) seized;
- indicate where the Goods are located upon request from Securitas;
- give Securitas access to the Goods when requested.

28.7   In case of seizure of (part of) the Goods, (provisional) suspension of payments or bankruptcy of Client, Client will immediately inform the seizing bailiff, administrator or curator of Securitas' (ownership) rights.

29.   WARRANTY

29.1   Securitas guarantees for twelve (12) months after delivery and acceptance that material defects in the Goods or performed work will be repaired or replaced at Securitas' choice. Replaced parts become property of Securitas. If repair or replacement is disproportionately expensive, Securitas may settle with compensation up to a maximum of the purchase price.

29.2   For Goods from suppliers, only the warranty conditions of those suppliers apply. Securitas is never obligated to provide a more extensive warranty towards Client than that which Securitas can claim from those suppliers. Insofar as Securitas cannot successfully invoke those (warranty) conditions, what is stipulated in this article applies.

29.3   Client must enable Securitas to investigate reported defects on location or at a place designated by Securitas. Return costs are for Securitas, unless the complaint proves unfounded.

29.4   The warranty does not include:
a)   consumables;
b)   costs for disassembly and installation after delivery;
c)   costs associated with disassembly and installation of (parts of) the Goods after delivery (labor costs and travel costs);
d)   malfunctions in generic software or firmware;
e)   viruses or other malware;
f)   remedying latencies such as viruses, worms, trojan horses, logic bombs etc.

29.5   The warranty expires if:
a)   repairs, changes or extensions to the Goods or the work have been performed by parties other than Securitas without its written consent;
b)   the Goods or the work have been neglected or carelessly and/or inexpertly used, treated and/or maintained in Securitas' opinion;
c)   defects have arisen from connection of third-party equipment to the Goods;

d)   the defect cannot be attributed to Securitas, for example in case of:
- use of incorrect information from Client
- damage from external causes
- overloading of the Goods;
e)   Client lacks willingness to purchase software upgrades that remedy the shortcoming against the associated fees.

29.6   The warranty period is three (3) months for warranty work and one (1) year for replaced parts, without extension of the original warranty.

29.7   Client is only entitled to invoke the warranty based on this article if he informs Securitas in writing within fourteen (14) days after he discovered the defect or could reasonably have discovered it.

29.8   Securitas' warranty obligations extend exclusively to what is stipulated in this article and do not give Client the right to damages and/or dissolution of the Agreement.

30.   DELIVERY, LEAD TIME AND TRANSFER OF RISK

30.1   Unless otherwise agreed, delivery, installation and assembly of the Goods shall take place at the agreed location and time. In case of deviation thereof, the Client must inform Securitas as soon as possible. The parties shall make further agreements in good consultation about a new moment of delivery. The costs that Securitas has already incurred up to that point can be invoiced directly by Securitas, including also the costs as a result of the delay, such as storage of the Goods to be delivered, which shall then take place at the expense and risk of the Client.

30.2   The Goods are at the expense and risk of the Client from delivery at the delivery address specified by the Client.

30.3   Securitas reserves the right to make partial deliveries on justified grounds.

31.   ASSEMBLY AND INSTALLATION

31.1   Unless otherwise agreed in writing, the following work, deliveries and facilities do not belong to Securitas's obligations arising from the Agreement:
a)   excavation, street, smithy, demolition, carpentry, masonry, painting and construction work and costs for placing scaffolding;
b)   soil remediation or removal of other environmentally harmful substances;
c)   the installation of iron, tube, and latticework for attachments and the security of cables;
d)   heavy current work such as connecting one or more light points and one or more wall outlets, as well as driving earth electrodes;
e)   the assembly and delivery of cable, carrying, guiding and protective means.

31.2   The costs of the work referred to in paragraph 1 of this provision, as well as the materials and services required therefor, shall be borne by the Client.

31.3   The (utility) facilities, such as electricity, gas, (drinking) water, compressed air, and telecom required for the execution of the work and the functioning of the Goods, must meet the requirements to be set by Securitas and shall be made available free of charge by the Client.

31.4   Unless otherwise agreed in writing, the installation and assembly of the Goods shall take place on working days and between 07:00 hours and 17:00 hours.

32.   COMPLETION AND ACCEPTANCE OF GOODS

32.1   Securitas will deliver the Goods in accordance with the agreed technical and/or functional specifications. The intended specifications include requirements that arise from the normal use for which the installation is intended and the special requirements set out in writing in the Agreement.

32.2   When Securitas indicates that the Goods are ready for acceptance, the Client must accept the Goods or refuse them with reasons within a reasonable period. If the Client does not do so, the Goods are deemed to have been accepted.

32.3   The Client inspects the Goods in consultation with Securitas. The costs thereof are borne by the Client. After correct installation, Securitas asks the Client to sign a delivery form. Minor defects that

do not hinder use are no reason not to sign. If Services have also been agreed upon, Securitas will only start these after signing of the delivery form.

32.4 Taking the Goods into use equals acceptance of the Goods from the date of commissioning, even if the delivery protocol has not been signed.

F. DELIVERY OF SOFTWARE

33. RIGHT OF USE

33.1 For the delivery of Software, the provisions of article 16, paragraphs 1, 3, 4, 5 and 6 apply.

33.2 By obtaining Software, the Client also commits to obtaining periodic upgrades of the Software that are necessary to guarantee the correct functioning of the Software in the future. The Client owes payment for this at the then applicable rates, unless otherwise agreed.

33.3 It is not permitted to make a backup copy of the Software yourself. If a backup copy is needed, Securitas will provide it.

34. OBLIGATIONS OF THE CLIENT

34.1 The Client must properly protect the Software against:
- misuse and theft;
- damage by viruses and other harmful software;
- destruction.

34.2 The Client ensures that a third party does not commit the prohibited acts mentioned in article 33.

34.3 The Client must immediately inform Securitas if they notice that the Software is being unlawfully copied, modified or used, or if other prohibited actions are taking place as described in section F of these terms and conditions.

34.4 The Client will not exceed the number of users of the Software as prescribed in the Agreement.

34.5 The Client must immediately delete (all versions and copies of) the Software if the user right has ended.

35. STATE OF SOFTWARE

35.1 The Client acknowledges and accepts that the Software can never be perfect or 100% free from imperfections or that all imperfections will (be able to) be remedied. The Client accepts the Software in the condition it is in on the date of delivery ('as is').

35.2 Securitas only provides the guarantees that are expressly included in the Agreement. All other guarantees are excluded.