

1. General Service

KÖTTER performs security services (as defined in Section 34a Industrial Code (GewO)).

2. Authority over employees

The choosing of employees and the authority over employees lies - except where danger is imminent - solely with KÖTTER. The client will refrain from enrolling employees of KÖTTER in its own business or issuing instructions to them. In the event of violation of this obligation, the client shall indemnify KÖTTER from damages arising therefrom.

3. Official/alarm instructions

(I) Details regarding the staffing services are set forth in official/alarm instructions. The contracting partners undertake to issue them as another integral part of the contract immediately upon conclusion of the contract in writing and signed by both contracting partners. KÖTTER shall prepare a respective draft and send it to the client for participation and/or countersignature.

(II) If the client does not meet his obligation to immediately countersign or co-operate in the preparation of the official/alarm instructions before the staffing service commences, KÖTTER shall be entitled to render the service according to its draft of the official/alarm instructions or for lack of one in the way it considers it relevant.

(III) The client shall not be entitled to derive any rights from damage caused therefrom. This shall also apply if the contents of the services are changed in the course of the execution of the contract to the extent that the contents are no longer covered by the business liability insurance customary in the security industry.

(IV) For damages occurring up to the time official/alarm instructions are signed it shall be assumed that the damage had been caused by the client. The client shall be granted the right to furnish evidence to the contrary.

(V) Changes and additions to the official/alarm instructions require written agreement.

(VI) Where unforeseen danger situations so require, planned checks, rounds and official duties can in individual cases be dispensed with.

4. Clothes and equipment

(I) For its activities the personnel of KÖTTER is fitted out with uniform clothing.

(II) Items of equipment such as telltale systems and other control systems, firearms, radio devices, motor vehicles, etc. will be made available according to a corresponding agreement against a fee to be paid separately.

5. Staff rooms

The client is obliged to place suitable rooms at the disposal of the KÖTTER personnel free of charge. The client ensures that all legal and official requirements for these rooms and for the inspection of the objects are met.

6. Observance of regulations under public law

(I) If the subject matter of the order refers to the collection, processing or use of personal data, the client shall be responsible within the meaning of Art. 28 GDPR and organise the processes relating thereto in accordance with the law.

(II) KÖTTER is entitled to collect, process and use contractual data of the client as defined in the applicable data protection regulations.

(III) The client is aware and hereby agrees that KÖTTER records all incoming telephone calls at the emergency and service office for purposes of security. The call recordings are retained for a period of three months. The recordings are used exclusively for purposes of security and traceability. The recordings are made in implementation of the standard DIN EN ISO 50518. The client hereby confirms that all persons selected and authorised to communicate with the emergency and service office (in particular contact persons designated by the client) are aware and agree that KÖTTER records all incoming and outgoing telephone calls at the emergency and service office for purposes of security.

(IV) For its decision on establishing, implementing or terminating a contractual relationship, KÖTTER uses probability values - obtained through inquiry agencies which are determined by applying methods

in compliance with Section 31 of the Federal Data Protection Act (BDSG) using the address data of natural persons.

(V) The activities of the employees of KÖTTER are subject to the public labour protection regulations, which are applicable to the respective client. The obligations resulting thereof for the employer shall also be fully applicable to the client, notwithstanding the obligations of KÖTTER.

(VI) KÖTTER shall ensure its compliance with the provisions of the ILO core labour standards and the United Nations conventions for the prevention of child labour, forced labour, drudgery and/or illegal employment in their currently valid versions, and to obligate its suppliers and subcontractors accordingly.

(VII) Furthermore, KÖTTER declares to comply with all relevant environmental regulations, as well as to promote environmental protection.

7. House and arrest rights

The client transfers to the employees of KÖTTER during the checks the house and arrest rights to which he is entitled.

8. Key and emergency instruction

(I) The keys required on duty will be provided by the client to the staff designated by KÖTTER and authorised to receive the keys, on time and free of charge specifying on the key receipt the key no., the number of keys, the manufacturer and the designation (general/pass/ group/individual key).

(II) The client will provide KÖTTER with a list of names and staff members, their addresses and the order in which they must be informed by telephone - day or night - when the object is exposed to danger. Changes must be notified immediately to KÖTTER. These will be incorporated in the existing official/alarm instructions.

9. Performance by third parties

KÖTTER is entitled to make use of the services of other companies - provided these are admitted under Section 34a, Industrial Code - to fulfil its contractual obligations. If the legal transaction concluded between the KÖTTER and the client is of a very personal nature, the client shall be entitled to terminate the contract without notice.

10. Force majeure

In the event of war, terror or strikes or in the event of disturbance and other cases of acts of God, KÖTTER is entitled, where performance of the service is impossible, to stop the service or rearrange it accordingly.

11. Default

(I) In the event of default in payment, the obligations of KÖTTER together with its liability for simple negligence are suspended, without the client being at all released from payment for the term of the contract or from the contract.

(II) If the client defaults in acceptance of the agreed contractual obligations, KÖTTER can, provided the statutory preconditions are met, demand compensation instead of performance. KÖTTER can - if it does not supply a detailed proof of the damage - demand as compensation for each security hour not accepted an amount of 30% of the hourly cost rate or the agreed flat rate. The client nevertheless has the right to demonstrate that KÖTTER has incurred no damage or only slight damage through default in acceptance.

12. Loyalty clause

The client is obliged not to employ and/or use personnel that KÖTTER has appointed for the execution of their security services in the clients business, whilst the contract is valid or 6 months after expiry of the contract. For violation of contract the client is obliged to pay a contractual penalty of €5,000 for each KÖTTER employee thus recruited.

13. Liability and limitation of liability

(I) KÖTTER shall be liable under the legal provisions, if the client claims compensation based on intent or gross negligence on the part of KÖTTER, its representatives or vicarious agents. In the event KÖTTER is liable for slight negligence, the liability shall be restricted to the following upper limits of liability.

-Euro	2,500,000	for damage to property per claim
-Euro	250,000	for the loss of guarded devices per claim
-Euro	250,000	for the loss of devices resulting from the non-functioning/malfunctioning of danger warning systems
-Euro	250,000	for key damages per claim
-Euro	250,000	for purely financial losses
-Euro	250,000	for financial losses in the event of violations of the data protection laws
-Euro	250,000	for activities/processing damage

(II) The above restrictions are not applicable in case of any life injury, physical injury or health injury.

(III) If KÖTTER is required to use a motor vehicle of the principal for the performance of the contractual service, the principal shall be obliged at its own expense to take out and maintain fully comprehensive insurance for the motor vehicle with an excess of max. €500. The liability of KÖTTER for any damage caused by the principal's motor vehicle shall be limited to this agreed excess and the loss of any no claims bonus. The above shall also apply if the principal has not complied with its obligation to conclude fully comprehensive insurance. This limitation of liability shall not apply if the provider of the fully comprehensive insurance is exempted from its performance obligation in whole or in part as a result of a breach of duty under the General Terms and Conditions of the motor vehicle insurance in the latest version in each case and KÖTTER is responsible for this.

(IV) KÖTTER is not liable for damages that arise as a result of alarm signals given with private transmission facilities over communication networks not being forwarded for lack of establishment of a connection or communication of the signals. Claims against the network operator shall be unaffected by this.

(V) The client assures KÖTTER that no general keys or passkeys will be handed over, unless this is absolutely necessary for the execution of the service. If the client does not follow this obligation, KÖTTER shall only be liable - in case of a loss of this key for which it shall be held responsible - for the damage that would have been caused by the loss of the requested key.

(VI) If KÖTTER uses IT and other communication facilities of the client within the framework of the execution of the order, the client shall be obliged to restrict any access authorisation to the extent absolutely required for the execution of the work as defined in the order (e.g. by allocating passwords, restricting administration or other access rights, and by blocking internet accesses). If the client fails to fulfil this obligation, KÖTTER shall only be liable up to the amount of the damage which would have been incurred if the absolutely necessary access authorisations and access possibilities had been granted.

(VII) The client's attention is drawn to the fact that the liability insurance taken out by KÖTTER does not exempt the client from taking out a business insurance of its own.

14. Notice of defects and notice of any claims for compensation

(I) Any possible faults or defects have to be reported by the client to KÖTTER within a period of one month after the client has taken note of any such faults or defects. This shall not be applicable, if KÖTTER's administration knows about this fault or defect.

(II) Should the client culpably fail to notify KÖTTER of such a fault or defect, then the assertion of any claims resulting from such a fault or defect shall be excluded.

(III) Notwithstanding of the regulation stipulated under para. (I) and (II), the client has to notify KÖTTER in writing of any claims for compensation within a period of three months after it has taken note of the damaging event. The required incidence of taking note of the event shall not be given until the client has or should have recognised that KÖTTER may be considered the contact partner. If the client is a consumer, then the text form is sufficient for the notification instead of the written form.

(IV) Following the lapse of this time limit, a claim for compensation can only be asserted, if the client has been prevented from keeping the time limit through no fault of its own.

15. Judicial assertion of liability claims

Furthermore, any claim for compensation becomes void when rejected by KÖTTER or their insurance company, if the client does not assert it judicially within a period of three months after the rejection.

16. Payment

(I) If the client is an entrepreneur, the payment for contract service or other general services with lump settlement shall be made - unless otherwise agreed - monthly in advance by the third working day of the month. Payment for services under contracts which are invoiced at hourly rates, shall immediately be due after receipt of the invoice without any cash discount. The invoiced amount has to be paid not later than within a period of 14 days after receipt of the invoice.

(II) KÖTTER shall be entitled to issue invoices by electronic means via email, unless the Client expressly objects to electronic invoicing. For the purpose of the electronic invoicing, the Client shall provide KÖTTER with an email address, which KÖTTER will use for sending the invoices. The Client shall be responsible for the availability of the stated email address and shall inform KÖTTER immediately of any change to the email address that is used for invoicing. Moreover, KÖTTER shall remain entitled to send the invoice by mail at any time.

(III) The Client shall inform KÖTTER immediately about any change regarding the necessary invoicing details. If such information is not provided and hence one or more invoices need to be reissued, KÖTTER is entitled to charge a handling fee of €25 plus VAT per invoice concerned.

(IV) The client is only entitled to offset undisputed or legally valid counterclaims.

(V) For services performed on public holidays, as well as on the 24th and 31st December of each year, a holiday surcharge of 100% will be charged. Surcharges shall otherwise be charged to the client as determined by the collective agreement or the law.

(VI) If additional services are commissioned to KÖTTER beyond the initial contract, the price of the main contract will also apply for the additional contract with a surcharge of 25%.

(VII) In the event of payment by means of the SEPA-Core Direct Debit Scheme, the parties hereby agree receipt of the pre-notification not later than one day before the due date.

17. Changes in price

(I) In case of any change/new introduction of labour costs and wage incidentals, especially because of new wage agreements, framework agreements or other general agreements, of legal taxes (with the exception of the value added tax), fiscal charges, insurance premiums, automotive operating costs or other legal changes, the price agreed shall be increased by the same percentage as the aforementioned costs increase, plus V.A.T. This shall only be applicable to continuous obligations.

(II) If the client is a consumer, he shall be entitled to terminate the contract, if and when the price increase amounts to more than 5% per annum. This right of termination has to be exercised within a period of six weeks after written notification to KÖTTER of the price increase has been received.

(III) A one-off connection charge must be paid for activating and connecting alarm systems. Additionally current charges to be paid by the client arise for the leased dedicated connections types or other types of connection of the network operator. These costs, as well as the expenditures because of potential changes of the communication network facilities are paid by the client or rather would be invoiced to the client as a processing fee of € 25,- – unless otherwise contractually agreed – plus a handling charge and V.A.T.

(IV) All necessary changes in the remote signalling system due to changes of telephone numbers and characteristics of dialling tones of the communication network facilities, shall be, irrespective of cause, arranged and executed by the client at his own risk and cost.

18. Period of validity

(I) The contract becomes legally effective on receipt of the written order confirmation by the client, at the latest, however, when the performance of the agreed service starts.

(II) If there are no other agreements, the period of validity shall be two years. The contract will be prolonged by one year each time, if it is not cancelled three months before the expiry of the term of the contract. If the client is no entrepreneur, no legal entity under public law or under public separate assets, the term of the contract will be prolonged by half a year each time.

(III) Terminations must be made in writing. If the customer is a consumer, cancellations and other unilateral declarations which are to be submitted to KÖTTER must be in text form.

19. Court jurisdiction and place of performance

(I) The law of the Federal Republic of Germany shall exclusively be applicable to the contractual relationship.

(II) If the client is a businessman, a legal entity under public law or under public separate assets, Essen/Ruhr, Germany, shall be the exclusive place of jurisdiction for any disputes resulting from or in connection with this contract. The same shall be applicable, if the client has no general place of jurisdiction or forum domicilii in Germany, or if his place of residence or his habitual residence is not known at the time of bringing action.

(III) Contrary to the above-mentioned agreement of court jurisdiction, KÖTTER shall also be entitled to sue the client at his general place of jurisdiction of forum domicilii.

20. Information on consumer dispute settlement

In the absence of any legal obligation, KÖTTER will not participate in dispute settlement proceedings before consumer arbitration services.

21. Miscellaneous

(I) There are no verbal subsidiary agreements. Any amendments to the contract shall be subject to the written form.

(II) Should individual provisions of the contract with the client or of the General Terms and Conditions be or become totally or partially null and void because of any deviations from provisions not serving the protection of the contracting party, then the provision being totally or partially null and void shall be replaced by a regulation that will come as close as possible to the economic purpose of the provision being null and void.

(III) KÖTTER shall be entitled to terminate the contract without notice in case of insolvency occurring on the part of the client, if the client declares insolvency, if a declaration of insolvency is imminent or if an application to open insolvency proceedings is rejected for lack of assets. The same shall apply if the client fails to make the agreed payment in two consecutive months or if the client is in default of payment with a total amount of two monthly payments for a period of more than two months.

(IV) The parties undertake to keep confidential all information – in particular company-related or personal data – which they receive directly or indirectly from the other party within the scope of the contractual relationship. They shall not make information accessible to third parties and shall use it only for purposes provided for by the contract. Any other use of information or its disclosure to third parties shall require the prior written consent of the other party.