

## GENERAL TERMS AND CONDITIONS

### 1. General

These General Terms and Conditions (hereinafter referred to as 'GTC') govern the contractual relationship between the Customer and Frey + Cie Sicherheitstechnik AG (hereinafter referred to as 'Frey + Cie Sicherheit') for all services offered by Frey + Cie Sicherheit, namely for the delivery, installation and/or assembly, for the commissioning of security and fire protection systems and other security systems (video, access controls, etc.), as well as for all other services.

They form an integral part of the contracts between the Customer and Frey + Cie Sicherheit. Additional agreements accepted by the Customer in writing or electronically (special terms and conditions of use, etc.) shall apply in addition to these GTC and shall take precedence over these GTC in the event of any discrepancies. Any deviating GTC of the Customer shall not apply unless they are expressly confirmed in writing by Frey + Cie Sicherheit.

For third-party products and services that Frey + Cie Sicherheit distributes to the Customer, namely software products and mobile phone subscriptions, additional conditions of the respective suppliers/manufacturers may apply. Reference shall be made to these in the respective agreements.

### 2. Obligations of Offers and Contract

The validity of the offer of Frey + Cie Sicherheit is indicated on the offer (hereinafter also referred to as the 'Offer'). If this indication is absent, the validity is deemed to be 30 days from the Offer date. If an order is placed after this period, Frey + Cie Sicherheit reserves the right to refuse the order. The contractually agreed prices shall remain binding for 6 months from the conclusion of the contract until the services are provided by Frey + Cie Sicherheit. If the services are provided after the expiry of 6 months after the conclusion of the contract, Frey + Cie Sicherheit shall be entitled to pass on to the Customer the accrued inflation, as well as any supplier prices, fees and levies that have increased in the meantime. A reduction of the contractually agreed prices is excluded.

A contract is concluded upon the Customer's acceptance (letter or e-mail) of Frey + Cie Sicherheit's Offer. In the case of an electronic order (e.g. via the customer account), the contract shall be deemed concluded upon confirmation (letter or e-mail), upon commencement of the provision of services or upon transmission of access data - but at the latest at the time of use of the services by the Customer.

### 3. Dates and Deadlines

Dates and deadlines shall only be deemed binding if they have been expressly contractually agreed with the Customer. The Customer shall take the necessary and reasonable precautions to ensure that delivery and installation can take place unhindered and on time.

Expressly agreed delivery deadlines, assembly and commissioning dates shall be extended appropriately if the Customer subsequently expands or changes the scope of services or fails to comply with their duty to cooperate, or complies with the latter belatedly or inadequately. Such dates and deadlines shall also be deemed to be extended or suspended for as long as the Customer fails to comply with their contractual payment obligations. In this case, the additional costs incurred by Frey + Cie Sicherheit as a result of delays and additional expenses shall be borne in full by the Customer.

The same applies if third parties cause dates to be missed and this

results in delays or additional expenses for Frey + Cie Sicherheit. The same applies to extraordinary events beyond the control of Frey + Cie Sicherheit (e.g. strikes, supply chain interruptions, natural disasters, war, pandemics, etc.).

If Frey + Cie Sicherheit fails to comply with dates and deadlines expressly agreed to be binding, the Customer shall as a first step set a reasonable grace period. If this grace period also expires unused, the Customer shall be entitled to withdraw from the contract and claim damages for late performance, provided the damage was caused intentionally or through gross negligence. The Customer may not make any further claims.

### 4. Scope of Services

Frey + Cie Sicherheit undertakes vis-à-vis the Customer to execute the order with due care. The contract includes only services which are explicitly and unambiguously described in Frey + Cie Sicherheit's Offer and/or in the contractual agreement between the parties or in the order confirmation. All additional services or supplies requested by the Customer in writing or orally shall be subject to the provisions of Section 5 below and shall be invoiced separately. Services that are not included in the order confirmation or the contractual agreement shall be invoiced at the prices valid at the time of their performance. General third-party services necessary for the provision of the services are not included in the price and must be borne by the Customer.

These services to be borne by the Customer include in particular the following:

- masonry, in particular pointing and plastering work;
- painting and carpentry work;
- the creation of openings, recesses, bases;
- heavy-current installations and cable draw-ins etc. for components of the system;
- special constructions, fencing, assembly equipment such as lifting platforms, mobile scaffolding, etc. and
- any expenses for structural analyses and expert opinions of any kind.

Licences and authorisations (e.g. TV rights, radio signals, etc.) must be purchased by the Customer themselves, unless otherwise agreed in writing with Frey + Cie Sicherheit. The responsibility for the coordination of the various companies lies with the Customer or the construction manager, as the case may be, and not with Frey + Cie Sicherheit. Should work interruptions and hindrances arise for Frey + Cie Sicherheit as a result of services to be provided on site and through no fault of their own, the resulting expenses incurred at their cost shall be invoiced separately. Should additional costs arise for Frey + Cie Sicherheit as a result of failures on the part of the Customer, these may be invoiced to the Customer in full.

### 5. Changes to the Scope of Services

The Customer may propose changes to the agreed scope of services at any time. Where possible, Frey + Cie Sicherheit shall implement these change requests within the originally agreed time and cost framework and in this case will inform the Customer by when the decision on implementation must be made. If this is not possible, Frey + Cie Sicherheit shall estimate the additional cost resulting from the requested changes and submit a limited-term, adapted offer to the Customer for approval. If the Customer does not accept the offer in time, Frey + Cie Sicherheit shall provide the services as per the original contractually agreed scope.

**6. The Customer's Duty to Cooperate**

The Customer shall, on their own initiative and proactively, provide Frey + Cie Sicherheit with the information necessary for the performance of the contract concerning the setting of objectives, requirements, operational specificities, dates and processes.

The Customer shall ensure that Frey + Cie Sicherheit obtains the access and authorisations necessary for the provision of its services in respect of the premises, facilities and IT and communication systems. For services via remote access, the Customer shall provide secure online access. If Frey + Cie Sicherheit is unable to use remote access due to negligence on the part of the Customer, they shall be entitled to invoice the costs incurred for an on-site intervention. The Customer confirms that for certain services (e.g. remote maintenance) explicit consent to remote access is required and such services can only be provided if consent has been given.

The Customer must immediately notify Frey + Cie Sicherheit of any service disruptions or defects in the provision of services, providing the information necessary for proper verification, either in writing by post or e-mail or in the form stipulated in the contract. The Customer shall support Frey + Cie Sicherheit to the extent that is reasonable in identifying and analysing service disruptions.

Frey + Cie Sicherheit is not responsible for the Customer's data transmission infrastructure. In particular, Frey + Cie Sicherheit assumes no responsibility for the availability and performance of data transmission networks or for the error-free, uninterrupted and timely transmission of data.

If the Customer breaches the duty to cooperate set forth above or additionally set forth in the contract, the Customer must reimburse or compensate Frey + Cie Sicherheit in full for the resulting additional expense and all damages. In addition, any dates or deadlines specified in Section 3 GTC shall be extended appropriately.

**7. Prices and Payment Terms**

All prices exclude VAT. Unless otherwise agreed, the following payment terms shall apply:

- 30% deposit when placing the order
- 30% upon the provision of equipment
- 30% upon commissioning
- 10% upon issuance of the final invoice strictly net

Services provided on a cost and times basis shall be invoiced periodically – as a rule, on a monthly basis in the following month. Outside the regular business hours of Frey + Cie Sicherheit, the following surcharges shall apply to the respective rates:

[Period]	[Surcharge in %]
Monday - Friday 8.00 pm - 6.00 am	50%
Saturday 00.00 am – 12.00 pm	50%
Sunday and general public holidays 00.00 am – 12.00 pm	100%

The invoice amount must be paid in full within 30 days. In the event of late payment, Frey + Cie Sicherheit reserves the right to charge the Customer default interest at the level of the legally applicable interest rates, without the need for a separate reminder. In the event of non-compliance with the payment deadline, the Customer undertakes to cover reminder fees of CHF 100 per reminder.

If the final payment deadline set in a reminder has expired without payment being made, Frey + Cie Sicherheit may discontinue all services until the invoices due have been paid in full. Any deadlines and dates designated as binding shall also be suspended for the duration of the payment default.

**8. Commissioning**

Commissioning includes the functional testing of the equipment supplied by Frey + Cie Sicherheit, the activation of the system, including the cleaning of the system file and the instruction of the operating personnel.

**9. Retention of Title**

The supplied system remains the property of Frey + Cie Sicherheit pending full payment by the Customer. By placing an order, the Customer grants Frey + Cie Sicherheit the right to have the retention of title entered in the Retention of Title Register [*Eigentumsvorbehaltsregister*] or to register the builder's lien at the Customer's expense for claims.

**10. Transfer of Benefit and Risks upon Delivery of Goods**

In the case of delivery of goods (material for assembly to third-party craftsmen, etc.), the benefit and risks of the ordered goods shall pass to the Customer upon their dispatch or handover to the forwarding agent. Deliveries must be checked immediately upon receipt by the Customer for defects and transport damage.

**11. Complaints**

The Customer must inspect the services immediately upon receipt or delivery. Obvious defects as well as transport damage must be reported in writing to Frey + Cie Sicherheit immediately, but at the latest within 5 days of receipt or delivery of the service.

If the Customer fails to notify Frey + Cie Sicherheit in a timely and formal manner, the services shall be deemed to have been approved. Any hidden defects must be reported to Frey + Cie Sicherheit in writing immediately, but at the latest within 5 days of their discovery. The timeliness of the complaint of defects shall be determined by the time it is received and acknowledged by Frey + Cie Sicherheit. After the expiry of these reporting periods without them being used or despite the installation or commissioning of obviously damaged or defective services, any warranty by Frey + Cie Sicherheit is excluded.

**12. Warranty**

With regard to services of an advisory nature, Frey + Cie Sicherheit warrants to the Customer that the services will be provided with professional care and in accordance with the current state of the art. Frey + Cie Sicherheit only warrants that the employees or auxiliaries and subcontractors used or engaged to provide the services will be carefully selected, instructed and monitored. Defects arising as a result of improper, incorrect or negligent use of the services by the Customer or a person appointed by them are not covered by the warranty for defects. This also applies to defects arising from incorrect use (e.g. outside the product specifications or contrary to the operating or assembly instructions), natural wear and tear, ageing or changes to the services by the Customer or third parties. If the Customer or third parties have failed to observe information regarding the use or operating conditions of the services, these defects shall also be excluded. The Customer must prove that the defect is not attributable to a breach of the operating, use or maintenance instructions or to unauthorised changes. If the Customer wishes to file a complaint of defects in relation to an intended purpose of use of services, this shall require an explicit

and prior written confirmation of the suitability of the services for a specific purpose by Frey + Cie Sicherheit.

In the event of defects for which Frey + Cie Sicherheit is responsible, Frey + Cie Sicherheit shall be entitled, as it may choose, to replace or repair the defective service at its own expense or to grant a price reduction. Unless otherwise agreed, remediation shall occur exclusively during normal working hours. All further claims are explicitly excluded. Under no circumstances shall Frey + Cie Sicherheit assume any costs for dismantling or reassembly, for associated travel and transport costs, or for other expenses incurred by the Customer or third parties that are directly or indirectly related to the service itself or its use.

Warranty claims against Frey + Cie Sicherheit shall become time-barred, irrespective of the time at which the defects were discovered, at the latest two years after supply of the service to the Customer or the place of delivery designated by the latter.

### 13. Liability

With the exception of the warranty specified in Section 12, any further liability of Frey + Cie Sicherheit for direct or indirect losses resulting from disruptions or failures of the installation, in particular for property damage, personal injury and financial losses resulting from burglary, robbery or the like, is expressly excluded to the extent permitted by law. Frey + Cie Sicherheit is thus only liable for intent and gross negligence.

To the extent permitted by law, liability shall be limited to the total amount of remuneration payable by the Customer under the contract or until the end of a fixed contractual term.

In particular, Frey + Cie Sicherheit disclaims – again to the extent permitted by law – any liability:

- for the safety measures to be taken by the Customer in the event of partial or complete decommissioning of the system as a result of repair work
- for direct or indirect consequences of false alarms, e.g. official measures, in particular police and fire brigade deployments
- for glass breakage during functional testing of the following in respect of vibration notification processes
- damage resulting from force majeure, such as storms, earthquakes, etc.

### 14. Liability for Installation Damage

If installation work is carried out by Frey + Cie Sicherheit and this gives rise, for example, in the event of breakthroughs in walls, etc. to damage, due to lack of planning documentation on cable routing, etc. or due to other breaches of the Customer's duty to cooperate, this shall be the sole responsibility of the Customer. Frey + Cie Sicherheit declines any liability for this.

### 15. Rights to Services

The rights to all work products generated for the Customer under these GTC, such as for example concepts, designs, sketches, specifications, ideas, diagrams, etc. – be they legally protected or not – shall be vested in Frey + Cie Sicherheit. In this regard, Frey + Cie Sicherheit grants the Customer the right to use the work products for the intended contractual purpose.

### 16. FreyConnect and Webcam Products and Services

Frey + Cie Sicherheit offers special products and services amongst other things under the terms FreyConnect and Frey+Cie Webcam (hereinafter collectively referred to as 'FreyConnect Services'). These

include software solutions such as apps, voice/data subscriptions, cloud services, etc. for Frey Connect and Frey+Cie Webcam solutions. The conditions set forth in Section 17 below shall also apply.

### 17. Additional Terms and Conditions for FreyConnect Services

The following additional terms and conditions shall also apply to FreyConnect Services:

#### 17.1. Software as a Service (SaaS)

The Customer has the right to use FreyConnect Services as a SaaS or cloud offering via an internet connection. The Customer shall receive a non-exclusive, non-transferable right to use FreyConnect Services, limited to the duration of the contractual relationship between Frey + Cie Sicherheit and the Customer.

This use is limited exclusively to the operation of FreyConnect Services on the server infrastructure of Frey + Cie Sicherheit or the server infrastructure operated by a third party on behalf of Frey + Cie Sicherheit. Furthermore, the Customer is not granted any further rights to FreyConnect Services. All intellectual property rights, including but not limited to copyrights, shall be vested exclusively in Frey + Cie Sicherheit or, as the case may be, its suppliers and manufacturers. Use by third parties, i.e. the provision by the Customer free of charge or against payment, is not permitted. In particular, the Customer shall not be entitled to re-license and/or sublicense. The Customer may not process, modify or independently copy, further develop, sell, redistribute or otherwise exploit FreyConnect Services or parts thereof in deviation from the contractual agreements, the scope of functions and services, as well as the documentation without the consent of Frey + Cie Sicherheit. In addition, the Customer shall have no entitlement to the publication or provision of a source code. Any supplementary provisions on the terms and conditions of use of third-party services (such as e.g. licence terms and conditions of third-party software) shall also be deemed to have been expressly agreed.

#### 17.2. Availability and Support

If the Customer is contractually guaranteed a minimum availability of FreyConnect Services, planned maintenance windows, interruptions by third parties or the Customer, as well as disruptions beyond the control of Frey + Cie Sicherheit (e.g. due to network problems, malware or force majeure) shall not be taken into account when calculating availability.

Subject to any contractual agreements to the contrary, the Customer shall not be entitled to specific on-call, reaction or error rectification times and all support services of the provider shall occur on a 'best effort' basis, i.e. within the scope of the operational and human resources of Frey + Cie Sicherheit available at the time of the Customer's request.

If Frey + Cie Sicherheit is not responsible for rectifying the fault in accordance with the provisions of these GTC and the contract and the Customer nevertheless requests rectification of the fault, Frey + Cie Sicherheit may invoice the Customer for the costs incurred in this regard.

Frey + Cie Sicherheit may temporarily restrict or discontinue the availability of FreyConnect Services for important reasons, e.g. to ensure data security, without affecting the remuneration obligation. This applies in the event of a threat to public security, data protection breaches or to combat malware and attacks. In such cases, Frey + Cie Sicherheit shall inform the Customer as soon as possible of the duration and extent of the restriction.

#### 17.3. Customer Account

The Customer is under a duty to keep confidential the access data assigned to them and that generated by them and not to make them

accessible to unauthorised third parties. The Customer also confirms that all persons who access FreyConnect Services via the customer account are in fact authorised to do so. Frey + Cie Sicherheit reserves the right to block the customer account at any time and without giving reasons if the Customer has obtained access by providing false data or if the blocking is necessary to safeguard the security and integrity of FreyConnect Services.

The Customer is under a duty to contact Frey + Cie Sicherheit immediately and inform the latter if they have reason to believe that their customer account is or has been misused by unauthorised third parties and to change the access data. The Customer shall be liable for all actions carried out using the customer account.

#### **17.4. Special Duties of the Customer**

When processing personal data using FreyConnect Services, the Customer undertakes to comply with the Swiss Federal Law on Data Protection as well as all other domestic and foreign data protection provisions applicable in connection with the use of FreyConnect Services and other services – namely the GDPR [EU]. The Customer shall fully release Frey + Cie Sicherheit of any liability in this regard vis-à-vis third parties (particularly persons affected by data processing by the Customer). The Customer undertakes to inform data subjects in an appropriate manner about the data processing and to inform them that the Customer is exclusively responsible for the data processing.

Use of FreyConnect Services may only be made as provided for and in accordance with applicable law and any additional agreements between the parties. The Customer warrants that they will not commit any infringements of the law by using FreyConnect Services and that they will not exercise the rights of use granted in an improper manner, in breach of contract or in an unlawful manner. The Customer shall release Frey + Cie Sicherheit in full of any liability in respect of any infringements of the law committed by them or their users and shall be solely responsible for the content, quality and truthfulness of the information processed by them by means of FreyConnect Services.

#### **17.5. Data Backup**

Unless otherwise agreed, the Customer shall be solely responsible for backing up and restoring Customer data which the Customer processes using the FreyConnect and Frey+Cie Webcam services.

#### **18. Data Protection**

In connection with the provision of services [and/or sale of products] to the Customer, Frey + Cie Sicherheit may collect personal data itself, obtain from third parties, store, process and pass it on to third parties at all times, in compliance with applicable data protection rules.

If permitted by law, or if there are overriding interests on the part of Frey + Cie Sicherheit or if the Customer has given their consent, Frey + Cie Sicherheit may process the personal data collected for the following purposes:

- a) to verify that the conditions for concluding a contract are met;
- b) to fulfil contractual obligations in respect of the Customer;
- c) to maintain, develop, and preserve customer relationships;
- d) to individualise services or provide personalised content, e.g. by analysing demographics, user behaviour and user interests;
- e) for address validation purposes;
- f) to prevent any unlawful use of services (in particular to prevent fraud during the conclusion of the contract and for the duration of the contract);
- g) for billing and collection purposes, and for assessments of credit rating and creditworthiness;

- h) to promote, design and further develop Frey + Cie Sicherheit products.

Frey + Cie Sicherheit may engage third parties in Switzerland and abroad for data processing. If the Customer purchases third-party services from Frey + Cie Sicherheit, Frey + Cie Sicherheit may disclose to the third party for processing such customer data as the latter requires in order to fulfil its contractual obligations to the Customer. If Frey + Cie Sicherheit engages third parties in Switzerland or abroad, they are accordingly under a contractual duty to comply with the measures required under applicable data protection law. Further information concerning the use of personal data can be found in the Privacy Policy at [freysicherheit.ch](https://freysicherheit.ch).

#### **19. Closing Provisions**

Should individual provisions of these GTC be invalid in whole or in part or lose their legal validity later or should there be contractual gaps, this shall not affect the validity of the remaining provisions of these GTC. In such a case, the invalid or missing provisions shall be replaced or supplemented by provisions that come as close as possible to the original economic and legal purpose of the GTC. Frey + Cie Sicherheit reserves the right to amend these GTC with future effect at any time. Any adjustments shall be notified to the Customer in an appropriate manner.

#### **20. Applicable Law and Place of Jurisdiction**

The contract between the Customer and Frey + Cie Sicherheit shall be governed exclusively by Swiss law, excluding any conflict of law rules that refer to foreign law under Swiss Private International Law [*Internationales Privatrecht (IPRG)*] or international treaties. The exclusive place of jurisdiction for both parties shall be the headquarters of Frey + Cie Sicherheit in Rothenburg. In the event of ambiguity or in court, the German text of the General Terms and Conditions shall prevail.