

§ 4 Prices - terms of payment

- 4.1 In case of failure to make due payments SECURITAS is entitled to charge €10,00 per dunning letter. As far as a default in payment is concerned the legal regulations are effective.
- 4.2 In the case of default of payment SECURITAS is entitled to partly or completely withhold i.e. stop further service. SECURITAS may in this case depend future services – continuation and/or resumption of the service – on advance payments for the next temporal clearing section made by the principal. In any case SECURITAS has to inform the principal or his representative of their decision.
- 4.3 SECURITAS has lien to the objects and articles of value in its possession for all demands justified in terms of the contractual relationship. This lien may also be exercised if the contract partner is in arrears with the settlement of its obligations with respect to any company of the SECURITAS corporate group.

§ 5 Obligations - Instructions

- 5.1 SECURITAS and the principal are obliged to draw up a service instruction to be signed by both parties immediately after the conclusion of the contract. This instruction is sole decisive for the execution of the services. It contains the regulations for patrols, controls and other services to be followed in accordance with the principal's orders/requirements.
- 5.2 Should the principal not participate in drawing up or amplifying the service instruction or should there not be an instruction signed by the principal and SECURITAS for whatever reason, SECURITAS may act upon their own draft or for lack of one provide their services in a way they consider useful. Damages incurring before an instruction is signed appear to be the principal's responsibility. The principal is granted the right to supply evidence of his innocence. Should the principal in the course of carrying out the contract change the service terms in a way that a cover by the company's liability insurance, as it's the custom with the security- and guard business, is no longer given, he will be held responsible for all risks incurred.
- 5.3 Changes and amplifications of the service instructions require a written agreement. Changes and amplifications of the service instructions are only possible if they do not change prices. In case of unforeseen circumstances controls, patrols and other services must not necessarily be followed or may be changed
- 5.4 SECURITAS is entitled to interrupt the service or rearrange it appropriately in the case of war, civil war, terrorist attacks, unrest, uprising, strike, acts of God, as well as when a continuation would mean a risk that oversteps the mark for the SECURITAS collaborators. For the period of time during the break the principal is released proportionately from meeting the agreed payments. Extensive claims on the part of the principal are excluded
- 5.5 The principal is binded to provide the SECURITAS collaborators with the appropriate access to the property. Should the principal deny the necessary access for the SECURITAS collaborators, it does not mean an obstacle to SECURITAS claim of remuneration.
- 5.6 The principal will point out possible dangers on his grounds and existing rescue facilities to SECURITAS and will provide SECURITAS with the available documents.

§ 6 Insurance

- 6.1 SECURITAS has a liability insurance covering the following sums
 - a) € 1.000.000,00 injury to persons limited to € 500.000 for a single person
 - b) € 550.000 damage
 - c) € 50.000,00 loss of guarded goods through theft by burglary
 - d) € 50.000,00 financial damage due to a breach of data protection
- 6.2 The principal will take note of the above listed cover sums. According to his assessment they are sufficient to cover the risks typical for the property and contract. Should the principal call for cover sums higher than mentioned in § 5.1, he will inform SECURITAS. Otherwise the principal will cover the damage exceeding these sums.
- 6.3 The principal can call for a certificate confirming the conclusion and existence of a liability insurance for security companies including the required contents according to the decree for the guard- and security business in the version of 23.07.2002.

§ 7 Liability

- 7.1 SECURITAS is legally liable for damages caused by itself, its agents or accomplices in case the damages are based on intention or an act of gross negligence. As long as SECURITAS isn't blamed of an intentional or gross negligent breach of contract, the compensation liability is limited to the sums mentioned in § 6.1 lit. b) to d). Assuming that these sums do not cover contract specific, rationally foreseeable damages, the liability of SECURITAS still is limited to those in case of negligence.
- 7.2 SECURITAS is legally liable also in case of a culpable breach of substantial contract duties. In case of negligence the compensation liability is limited to the sums mentioned in § 6.1 lit. b) to d). Assuming that these sums do not cover contract specific, rationally foreseeable damages, the liability of SECURITAS is still limited to those in case of negligence.
- 7.3 The legal liability concerning an injury of life, body or health remains untouched. This also applies for a possible conclusive liability according to the product liability law.
- 7.4 As long as any deviation has not been agreed to in advance, the liability is impossible.
- 7.5 A more extensive liability for compensation than mentioned in § 7.1 to § 7.4 is impossible with no consideration for the legal character of the raised claim. This applies in particular for compensation claims due to fault during the conclusion of a contract, other breaches of duty or due to deictic claims for compensation under § 823 BGB; regarding the injury of persons the regulations under § 7.3 are valid. This applies further in the cases § 5.2 sentence 3 and § 5.4 sentence 3 or § 7.6 sentence 1 and § 7.7.
- 7.6 In accordance with the prevailing conditions between SECURITAS and its company liability insurer a liability on the part of SECURITAS generally becomes impossible in cases of acts of God, as well as in cases of damages directly or consequently caused by war, other hostile or terrorist acts, uprising, unrest, strike, natural disasters or consequentially due to sovereign/official decree or measure. As long as the insurer for SECURITAS declares a liability exclusion, SECURITAS is entitled to negotiate with the principal about the inclusion in the contract conditions. Should they not reach agreement on that subject, SECURITAS is entitled to extraordinary terminate the contract within 2 weeks even during the period of validity of the contract.
- 7.7 Insurance cover and liability of SECURITAS are impossible in the case of damages, which are not connected with the actual guard and security services, e.g. keeping the area gritted in icy weather, attending sun protecting systems or attending to or taking charge of machines, tanks, radiation systems, electric or similar systems.
- 7.8 In the event of a claim the principal will forward a written notice about the damage to the management of SECURITAS immediately after perusal or in urgent cases make a phone call in advance. In addition the principal is binded to give SECURITAS the opportunity to observe the cause of damage, its course and costs personally or through a representative.
- 7.9 The existing insurance contract of SECURITAS under § 6 guard decrees is based on the general liability insurance conditions (AHB). It is particularly emphasized to the principal that the insurer SECURITAS – in accordance with the above mentioned conditions – has to fulfil a range of duties, especially to immediately inform the insurer by letter in the event of a claim or at the latest within two weeks after perusal (§ 5.2 AHB). Due to the existing insurance SECURITAS is binded to raise a claim within 6 months in the case of the insurer's denial to settle or cover the damages.

Should SECURITAS not be able to carry out these duties at all or in time, due to a delay on parts of the principal, resulting in a loss of their insurance cover under § 6 (AHB), the liability of SECURITAS towards the principal lapses. In the case of the SECURITAS insurer's denial to settle the claim, the principal must raise a claim within 5 months. Should SECURITAS be denied the cover due to circumstances represented by the principal, the liability of SECURITAS lapses to the amount that would have been covered in the case of proper conduct.

§ 8 Personnel - Staff

- 8.1 The activities dealt with in this contract are security services provided by accomplices employed by SECURITAS. The selection of the personnel employed by SECURITAS and the authority to issue directives is the responsibility of SECURITAS – except when there is danger ahead.
- 8.2 The staff serves its duty in uniform.
- 8.3 Complaints by the principal will not be directed at the staff but the management of SECURITAS or the person responsible for the relevant property.
- 8.4 The principal is aware that SECURITAS invests considerable funds in the training and further vocational training of their staff. The principal is binded not to woo away or employ staff from SECURITAS as long as they are employed by SECURITAS during the period of validity of the contract as well as 1 year after its end. Should the principal violate this stipulation SECURITAS is entitled to a penalty for breach of contract to the amount of 2 months' gross salaries relevant at the time of the wooing away. This penalty must also be paid when a company of the group violates this stipulation.
- 8.5 The Principal instructs SECURITAS non exclusively for the duration of contract to pursuit his legitimated interests in accordance with the Principals domestic authority or similarly rights.

§ 9 Data protection - Confidentiality

- 9.1 It is emphasized that SECURITAS and possibly their connected companies will ascertain, save, process and use data observing the „Bundesdatenschutzgesetz (BDSG)“ which they received during the business connection based on this contract as far as this is essential for the proper contract conclusion or legal rules. This also includes the transfer of data to a third party engaged by SECURITAS to fulfil duties agreed to in the contract. All personal dates will be treated confidentially. The principal will also keep to the legal regulations of data protection concerning SECURITAS and its staff.
- 9.2 Both parties to the contract commit themselves not to pass confidential information, which they exclusively received about the other party's business during the fulfilment of the contract on to an unauthorized third party or make them available for them.

§ 10 Further Stipulations

- 10.1 SECURITAS is entitled to transfer rights and duties of this contract or the contract as a whole to a company connected with SECURITAS or to a reliable co-operator without the principal's explicit assent. In this case SECURITAS will advise the principal.
- 10.2 It is impossible for the principal to set off services in return unless these are not undisputed or have the force of law.
- 10.3 Changes and supplements to this contract have to be effected by letter. The formality can only be abstained from in written form.
- 10.4 For all disputes and claims arising out of this contract only the laws of the German Republic are valid; the validity of the “UN-Kaufrecht” is excluded.
- 10.5 Invalidity of one or more individual stipulations of this contract shall not affect the validity of the remaining stipulations of this contract. The invalid stipulation shall be replaced by a regulation coming as close as possible to the purpose of the contract and the economical interest of both parties.
- 10.6 Provided the principal is a businessman, the competent court is at the seat of SECURITAS. SECURITAS is entitled to take proceedings against the principal at the competent court of his domicile.