

## General Terms and Conditions of Purchasing of G4S (GTP, as at 01/07/2021)

(G4S Secure Solutions AG, G4S Security Systems GmbH and G4S Dienstleistungs GmbH are hereinafter referred to as "G4S")

### 1. Scope

- 1.1 These General Terms & Conditions of Purchasing (GTP) apply to all deliveries and services of the supplier (hereinafter referred to as SUP) for G4S, and they shall apply exclusively. Any other terms and conditions of SUP or any deviations herefrom are applicable only if explicitly acknowledged in writing by a person authorised to sign for G4S in each individual case. Even so, they will apply to that specific transaction only. If G4S does not respond to the documents sent to it (e.g. confirmations, delivery notes, invoices), G4S shall not be deemed to have consented to other terms and conditions. The GTP shall also apply to any follow-up business.
- 1.2 An order by G4S shall be considered an offer to purchase deliveries/services based on these GTP.
- 1.3 G4S's order shall be deemed accepted by SUP as soon as the order is confirmed in writing by SUP or by SUP performing the order (whichever occurs earlier). At this point in time the contract shall be deemed concluded.

### 2. Delivery / service

- 2.1 The place of performance shall be the registered office of G4S, or any G4S branch/establishment, as ordered by G4S. For the delivery of goods, Incoterm 2020: DDP ("Delivered Duty Paid"), unloading included, shall be deemed agreed.
- 2.2 The day of delivery and/or the period of service provision depends on the placement of the order by G4S; if not specified otherwise, delivery shall be effected or service provision shall begin within 14 days from the date the order was placed. For deliveries/service provision, the business hours of G4S shall be observed. Three (3) workdays before delivery or the beginning of service provision, SUP shall send a written notification to inform G4S about the expected date.
- 2.3 The G4S order number must be indicated on all documents (delivery notes, invoices, etc.). Otherwise, G4S reserves the right to refuse acceptance of the goods or to return the invoice to SUP to discharge G4S from any obligation.
- 2.4 The conclusion of a contract shall not imply any minimum purchase obligation or similar on the part of G4S, and no exclusivity in favour of SUP. G4S shall remain absolutely free to purchase similar or the same deliveries/services from any third parties.
- 2.5 If SUP knows that it will not be possible to obtain or deliver a product during any specific period of time, SUP has to inform G4S in writing accordingly without delay. SUP must also offer an adequate alternative to G4S.

### 3. Price, invoicing and payment

- 3.1 The price for the deliveries/services is set out in G4S's order. Prices shall exclude VAT, but include, among others, any costs relating to other taxes, charges, packaging, delivery and insurance. Prices may only be changed in writing and by mutual consent.
- 3.2 Unless otherwise agreed, SUP shall issue an invoice to G4S after successful delivery/acceptance of the service. G4S shall pay this invoice – provided that the deliveries/services were properly effected/provided – within 60 days from receipt of the delivery or invoice (whichever occurs later).
- 3.3 Invoices shall comply with statutory requirements, otherwise they shall be returned.
- 3.4 If G4S reasonably considers the delivery/service not properly effected/rendered, G4S shall retain the contested invoice amount until the matter is resolved. Both parties shall endeavour to resolve any such dispute in good faith.

### 4. Default

- 4.1 The delivery dates indicated in the order shall be binding. SUP must immediately notify G4S in writing of any expected delays.
- 4.2 In the event of delays in delivery or performance, G4S shall be entitled, at its discretion and in addition to its statutory rights, to cancel the order in full or in part, without granting a period of grace, and to cover its demand elsewhere; any additional costs thus incurred shall be borne by SUP.
- 4.3 In the event of delays in delivery or performance, G4S shall be entitled, without having to provide evidence of any loss, to demand a **contractual penalty in the amount of 1.5%** of the value of the goods or services for each week of delay or part thereof, regardless of fault. Any claims for damages beyond that may be asserted notwithstanding the above.

### 5. Acceptance and duty of verification

Any acceptance of deliveries/services shall only take place conditionally.

The parties mutually agree that Section 377 UGB [Austrian Business Code] (notice of defects) shall not apply. Any payment made by G4S shall not be deemed equivalent to unconditional acceptance of the delivery/service.

### 6. Warranty, liability and insurance

- 6.1 SUP shall warrant that the deliveries/services are free from defects and comply with applicable requirements, and that they are suitable for the agreed or habitual purpose. SUP also warrants that they comply with the order, the statutory and official requirements applicable at the place of performance, the applicable standards of G4S, any relevant technical standards, as well as the safety and quality standards applicable in the sector, and the state of the art.
- 6.2 The warranty period shall be 36 months from full delivery and/or commissioning or provision of services. In the event of replaced deliveries and/or subsequent improvements, the period shall recommence.
- 6.3 Among others, non-compliance with promised/confirmed properties shall also be considered a defect.
- 6.4 If defects occur within the warranty period, SUP shall be obliged, at the discretion of G4S, to replace or improve the defective delivery/service as quickly as possible and free of charge, or to reduce the price. Alternatively, G4S shall also be entitled to rescind the contract (incl. return of the products at the risk and expense of SUP and repayment of all payments made) or to cancel the contract immediately.
- 6.5 G4S may still assert any reported defects in court within 2 years after the end of the warranty period.
- 6.6 SUP shall be liable vis-à-vis G4S for any disadvantages and losses resulting from defective or late deliveries/services or any violation of contractual obligations by SUP. This includes, but is not limited to, direct and indirect losses, collateral and consequential losses, loss of profit, costs of replacement and contractual penalties which G4S is obligated to pay to its own customers. SUP shall also be liable for slight negligence.



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- 6.7 Claims for damages against SUP shall not be limited in terms of amount. Any limitations of liability or disclaimers shall be without effect vis-à-vis G4S.
- 6.8 Any product liability shall be governed by the provisions of the Produkthaftungsgesetz (Austrian product liability act).
- 6.9 SUP shall take out sufficient third party liability insurance in accordance with good local standards and shall provide evidence thereof without delay upon request by G4S.
- 6.10 Any liability on the part of G4S vis-à-vis SUP shall be excluded to the extent this is permitted under the law.

## **7. Right of withdrawal and cancellation**

- 7.1 In the event that SUP considerably violates any of its contractual obligations, so that G4S suffers, or may likely suffer, any disadvantage, G4S may withdraw from the contract without setting a period of grace, and claim damages.
- 7.2 G4S shall be entitled to withdraw from the contract until delivery/service provision. In this case, G4S shall have to compensate SUP for any costs actually incurred by SUP of which evidence is provided.

## **8. Transfer of rights and obligations to third parties**

- 8.1 Any transfer of contracts to third parties shall not be permitted without the express written consent of G4S. In such cases, G4S shall be entitled to withdraw from the contract in part or in full and to claim damages for non-performance.
- 8.2 SUP may assign or pledge to third parties any of its claims against G4S only upon the written consent of G4S.
- 8.3 G4S may assign the contract to any affiliate of the G4S group.

## **9. Rights to intellectual and industrial property**

- 9.1 If the deliveries/services are manufactured/provided according to specific requirements of G4S, i.e. if they are customised for G4S, G4S shall acquire all intellectual property rights in the products/services. SUP shall do everything in its power to ensure the transfer of rights to G4S. This includes in particular, but is not limited to, software developments.
- 9.2 SUP warrants that the deliveries/services do not violate any industrial property rights of third parties and shall indemnify G4S in this respect (e.g. cost of legal prosecution, financial penalties).
- 9.3 SUP may use the name and logo of G4S (e.g. for marketing measures) only upon the prior written consent of G4S.

## **10. Audit**

- 10.1 G4S shall be entitled at any time to request free evidence by SUP (and its suppliers/subcontractors) that SUP complies with all of its contractual obligations.
- 10.2 Upon request by G4S, SUP shall grant to G4S (or any auditor commissioned by G4S) access to all relevant business premises, as well as access to all relevant systems, staff and documents, at normal business hours. SUP shall assist and help during the audits, checks and/or tests without consideration.
- 10.3 If an audit shows that G4S was charged too much by SUP for any deliveries/services, SUP shall return the excessive amounts to G4S without delay.
- 10.4 To the extent permitted by law, SUP shall store detailed manufacturing documents and records regarding quality assurance for at least 12 years after delivery to G4S and submit such documents to G4S upon request.

## **11. Confidentiality and data privacy**

- 11.1 SUP undertakes to observe confidence with regard to the business secrets brought to its attention in the course of its activity for G4S. This obligation shall survive the duration of the contractual relationship.
- 11.2 SUP shall also impose this confidentiality obligation upon all third parties called in to perform the contract (e.g. employees, subcontractors) by having them sign a non-disclosure agreement.
- 11.3 Upon request and as required by G4S, SUP shall return to G4S all confidential information disclosed to it, or demonstrably erase the same.
- 11.4 In the event that, in the course of contract performance, SUP processes any personal data on behalf of G4S, i.e. if SUP acts as "processor" within the meaning of Art. 28 GDPR, SUP hereby agrees to sign a processor's contract under Art. 28 GDPR upon the request of G4S.

## **12. Execution of work**

Vicarious agents of SUP who execute any work within commercial buildings and/or on the business premises of G4S shall have to observe the applicable house rules, apart from statutory provisions, and obtain the necessary information from G4S if applicable. All regulations applicable to entering and leaving the premises shall be observed. SUP shall ensure that police, accident prevention and safety regulations of all kinds that may apply to such work are complied with. SUP shall be liable for any losses resulting from omissions. Any liability by G4S for accidents suffered by such persons staying on the business premises shall be excluded, unless they were caused by G4S intentionally or by gross negligence.

## **13. Compliance, G4S Code of Conduct for Suppliers**

- 13.1 SUP undertakes to strictly comply with all applicable laws and other statutory provisions, including in particular those relating to bribery and corruption. SUP shall also ensure that its suppliers and subcontractors will do the same.
- 13.2 SUP confirms to have read and understood the G4S Supplier Code of Conduct and undertakes to observe the same. For the current version of this document, please go to: <https://www.g4s.com/de-at/who-we-are/agb>.

## **14. Applicable law, place of jurisdiction**

The law of the Republic of Austria shall apply exclusively, to the exclusion of the UN-CISG. The place of jurisdiction shall be Vienna.