



G4S Security Systems GmbH
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This is a translation of “Allgemeine Vertragsbedingungen für Sicherheits-Technik gültig ab 1. Februar 2020”, Version: AVB05/2020, which form the legal basis of all contracts with G4S Security Systems GmbH.

This translation serves as an additional information to our customers. Please note that its exact conformity with the German version of the “Allgemeine Vertragsbedingungen für Sicherheits-Technik gültig ab 1. Februar 2020” is not certified. And please note that in the case of differences in the interpretation the German version is decisive and legally binding. Austrian Law is applicable; jurisdiction is Vienna.

G4S Security Systems GmbH

General Contractual Conditions for Security Technology valid from 1st February 2020

Version: AVB05/2020

1 Applicability

1.1 These General Contractual Conditions (GCC) form the basis for all legal transactions of G4S Security Systems GmbH (G4S). G4S concludes contracts (also referred to, for example, as “agreements” or “orders”) applying these GCC and the relevant Special Conditions.

1.2 If these GCC are opposed by the business partner’s General or Special Terms and Conditions of Business, a contract will none the less be concluded solely in application of these GCC and the G4S Special Conditions relevant for the service concerned. This will also apply if G4S has not expressly contradicted the application of the business partner’s General or Special Terms and Conditions of Business and has already performed services without reservation.

1.3 Declarations made by G4S verbally and non-binding agreements entered into verbally will only be applicable if they are confirmed in writing by G4S. Verbal offers are non-binding

2 Offers

2.1 Offers and prior cost proposals made by G4S will be considered as non-binding.

2.2 The acceptance of an offer will only be possible as regards the whole service offered.

2.3 Offers and all parts thereof are the intellectual property of G4S. They may neither be made accessible to third parties, nor passed on as a whole or in part. Offers may only be copied by the customer without the written consent of G4S for his own use in relation to the order.

3 Conclusion of the contract

3.1 The contract will be considered as concluded when, after receiving the order, G4S has sent a written confirmation of the order to the business partner or has performed a supply and / or service. Subsequent amendments and supplements to the contract require a written confirmation in order to be valid.

4 Prices

4.1 G4S’s prices are quoted in EUROS, excluding turnover tax, fees or charges and excluding costs for transport, packaging, loading, acceptance and training and disposal of old parts and packaging. These costs and the relevant turnover tax will be payable by the business partner.

4.2 If material prices are not expressly agreed as fixed prices and declared as such, G4S will be entitled to charge the list prices valid on the date of delivery.

4.3 The fee agreed for working time is price protected. The price protection will be based on the minimum wage under the collective agreements for a technical employee, occupation group 3, with five years of relevant professional experience, classified in the collective agreement for employees in the metal industry. If these calculation bases change, the fee will also be increased or reduced accordingly. This price protection will also apply to all services and flat rate charges in connection with working time, such as in maintenance and service contracts, flat rate assembly charges, training times, flat rate travelling costs, travelling times etc.

4.4 Prices and calculation bases will only apply for G4S services in the territory of the Republic of Austria.

4.5 Expenses for drawing up repair offers or for surveys will be invoiced to the business partner.

4.6 For orders including assembly (installation orders), prices are based on the works being carried out continuously



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and without interruption as from the agreed date of assembly. Interruptions caused by the business partner are to be paid for by the business partner as an extra charge.

4.7 Any training required will be payable as an extra charge.

5 Commercial business: place of delivery

5.1 The whole of Section 5 will apply only to pure commercial business transactions (sale of goods without services such as assembly, installation etc.).

5.2 The use and risk will pass over to the business partner when the delivery departs from the factory or the warehouse. This will also apply if the transport is carried out or organised and directed by G4S.

5.3 A transport insurance policy will only be taken out on express written agreement.

5.4 The business partner declares his agreement to part deliveries of any size or extent.

5.5 The costs of retention of goods, necessary for reasons for which the business partner is responsible, will be payable by the latter.

6 Installation business, maintenance and service contracts, fire alarm systems maintenance contracts: place of delivery and service

6.1 The whole of Section 6 will apply only to installation orders including assembly, fire alarm systems maintenance contracts and to maintenance and service contracts, but not to pure commercial business transactions.

6.2 For installation orders, fire alarm systems maintenance contracts, and for maintenance and malfunction orders, the place of performance will be the place where the service is performed. The risk for a service or an agreed part service will pass over to the buyer when it is performed.

6.3 The business partner declares his agreement to part deliveries and part services of any size or extent.

6.4 The business partner, at his own cost and in accordance with G4S's specifications, shall arrange the locations accordingly in good time before the performance of the services, shall guarantee the necessary infrastructure and allow access in his area of influence at his own cost. For this, the business partner shall make available to the company lockable rooms for use by the engineers and for the storage of tools and materials for the period during which the service is performed. The installation and storage conditions for the devices and systems which are the subject of the contract are to be complied with.

6.5 The business partner shall appoint a contact partner for G4S who is authorised to make decisions, indicating his telephone number and / or E-mail address; he is always to be contactable by G4S and will make sure that the above preconditions are fulfilled.

6.6 Any documents, technical data sheets etc. made available by the business partner will be considered simply as working aids, and there will be no obligation to return these documents unless specifically agreed otherwise in writing.

6.7 The power and / or data cables needed for the performance of the services, including the trial operation, are to be made available cost free by the business partner.

7 Delivery and service periods

7.1 The delivery and service periods indicated are always non-binding– even if calendar dates are given – unless these are expressly designated as fixed dates. If these dates are exceeded G4S shall be allowed an appropriate additional period of at least one month.

7.2 If the delivery and / or service is not possible for reasons beyond the control of G4S, in particular in cases of force majeure, delivery bottlenecks at other suppliers', transport damage or transport interruptions, production stoppages, strikes, shortages of power and raw materials, customs clearance problems, default by other suppliers who are difficult to replace, breakdown of communications networks, gateways and service providers etc., G4S will be entitled either to withdraw from the contract without the payment of compensation or to extend the delivery period for the duration of the obstruction which is beyond the control of G4S.

7.3 Unless otherwise agreed, delivery and service periods will commence when the contract comes into being, but never before G4S has been sent all the information and documents necessary for carrying out the order, and any agreed down payments or sureties.

7.4 G4S will be under an obligation to execute installation orders at the earliest as soon as all technical and contractual details have been clarified and the business partner has fulfilled his obligations, and has created the constructional, technical and legal preconditions for execution. Any necessary authorisations from third parties and registrations with the public authorities or permits from the public authorities are to be arranged by the business partner



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at his own cost. These services will be referred to below in abbreviated form as “preliminary services”.

7.5 If the execution of the services is delayed due to deficient or unperformed preliminary services, any agreed and guaranteed delivery and service periods will also be extended accordingly. The business partner shall pay the additional costs associated with the delay.

7.6 If the order has to be carried out urgently due to its nature, or the business partner wishes it to be carried out urgently, any overtime hours which become necessary for this reason and / or the additional costs incurred by procuring materials quickly will be charged to the customer.

8 Limitation of the scope of the service for alarm and video monitoring systems

8.1 The securing of land and buildings, doors and windows and / or rooms by alarms means that an alarm is triggered if the secured area is entered and / or in the case of physical changes in the secured rooms compared with the set dimensions specified by the manufacturer; an alarm or video monitoring system does not offer any functions or security beyond this, in particular prevention of a break-in.

8.2 False and / or nuisance alarms, especially triggered by incorrect operation or environmental effects, cannot be excluded.

8.3 G4S will not be liable for the functioning of the transmission route (such as telephone, GSM or Internet connection).

8.4 The devices delivered and services performed only offer the security which may be expected on the basis of licensing specifications, operating and servicing instructions, specifications of the supplier factory etc. and other information given.

8.5 If the business partner wishes a system to correspond with the VSÖ or VdS Guidelines (for which a confirmation by G4S is necessary by means of a certificate), or requires that prescriptions laid down by his property insurer are fulfilled, he must notify this to G4S before the system is planned. This will then be taken into consideration in the offer submitted and an explicit agreement on these requirements will be reached. Unless specifically agreed, the planning and determination of the scope of protection of security systems will not, in principle, correspond to the VSÖ or VdS Guidelines or the prescriptions of an insurer. As a consequence, G4S will not be responsible for fulfilment of these guidelines or prescriptions.

9 Payment

9.1 Unless otherwise agreed, one third of the price will be payable when the order is concluded, one third at the start of the services and the rest on completion of the services. Fees from fire alarm maintenance contracts and maintenance and service orders will be invoiced quarterly in advance.

9.2 Invoices, including advance payment and part invoices, will always be payable on the due date indicated, and if no such date is given, at the latest 7 days from the date of invoice without deductions, in the agreed currency and free of expenses.

9.3 A payment will be considered as having been made on the date on which G4S is able to dispose over the same. Any rebates, discounts or bonuses granted will be dependent on payment on time and in full.

9.4 If cheques or bills of exchanges are accepted, this will always only be as payment. All interest and expenses connected therewith (such as drawing and discount charges) will be payable by the business partner.

9.5 If payment is delayed, G4S will be entitled to charge interest on arrears to the statutory amount. Interest on arrears will be capitalised quarterly.

9.6 EURO 25.- plus turnover tax will be charged for each reminder to cover internal costs at G4S. In addition, the costs of a lawyer or a collection agency necessary for an appropriate legal prosecution will be repayable in full.

9.7 In the case of delay in making a payment or paying incidental fees which have fallen due, G4S will have a right of retention to supplies and services, even if they are not connected to these, and to withdraw from the contract after setting an appropriate additional period for payment.

9.8 The business partner will not be entitled to offset sums from guarantee or warranty claims or from his own claims against G4S's claims.

9.9 Several business partners of G4S will be jointly liable for the full payment.

10 Retention of ownership

10.1 All goods delivered and / or assembled by G4S will remain unrestrictedly the property of G4S until payment in full of the purchase price including interest and costs. The business partner shall guarantee due maintenance at his own



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cost during this period. The business partner will not be entitled to sell on the goods during the existence of an outstanding purchase price claim for the goods delivered, for which reason G4S will not lose its right of ownership to the goods subject to reservation of ownership sold to the business partner, even if the business partner later transfers ownership in his own name to a third party.

10.2 In the case of payment arrears, G4S will be entitled to demand the handover of its property at any time and regardless of withdrawal from the contract, to take it back and retain it at the cost of the business partner in its undamaged original packaging, or credit the purchase price (price as per invoice) to the business partner less 40 % repurchase costs and any necessary disassembly and transport costs.

10.3 If the business partner sells on the goods acquired subject to reservation of ownership without having already obtained ownership of these goods by payment in full of the purchase price, he will be unrestrictedly liable towards G4S in the case of the purchase in good faith by a third party for any loss of claim thus caused.

10.4 If the business partner sells on the goods delivered to him by G4S to a third party contrary to the provision of point 10.1, the business partner will be under an obligation to assign to G4S at the date of handing over the goods to the third party all claims which accrue to him from the resale to the third party of the goods subject to the retention of ownership. Associated herewith is the obligation of the business partner to inform the third party during the sale negotiations of the advance assignment of claim to G4S. This information to the third party is to be provided promptly prior to the payment of the sum of the purchase price to the business partner. The advance assignment will serve to secure the purchase price claim against the business partner and will only be carried out for the purposes of payment. If the business partner fails duly to inform the third party of the advance assignment of claim, G4S will be entitled to demand the return of the sum of money collected from the third party in accordance with the provisions of the enrichment law. Claims for damages by G4S will not be affected.

10.5 If bankruptcy or compensation proceedings are opened against the business partner to whom G4S has delivered the goods, without him having already paid the whole purchase price, G4S may demand the handover of the goods subject to retention of ownership with an action in relation to the transfer of removable property. If the business partner, contrary to point 10.1, sells on the goods subject to retention of ownership to a third party and if bankruptcy or compensation proceedings are subsequently opened against him, G4S's claim will be secured by the advance assignment in accordance with point 10.4.

11 Warranty and liability

11.1 If the agreed terms and conditions of payment are complied with, G4S will be under an obligation to correct any faults which impair functionality existing at the date of handover, which are due to a fault in the design, material or construction, in accordance with the following provisions. No warranty claims can be derived from information in catalogues, pamphlets, advertising brochures, and written and verbal statements which are not included in the specifications of the relevant contract.

11.2 The warranty will commence at the date of the transfer of risk.

11.3 The business partner is to check the supplies and services of G4S immediately for faults, and is to inform G4S forthwith in writing of any faults found.

11.4 The warranty period will be for the statutory period of 24 months from delivery / handover, whereby from the seventh month, the business partner is to prove that the alleged fault already existed on delivery / handover. This period will also apply to items delivered and services which are fixtures of the building or the property. In the case of a justified fault reported on time, G4S will, at its discretion, either correct the fault, carry out a replacement, or issue a credit against return or reversal of the object or service which is the subject of the complaint.

11.5 In the case of software, G4S will guarantee conformity with the specifications valid on delivery of the software, in so far as the software is used in accordance with the relevant installation requirements and under the applicable conditions of use. The warranty will include fault diagnosis and correction of faults and breakdowns. Any functional breakdowns should be notified to G4S by the business partner immediately, giving full details. The precondition for correcting a fault is that this is a fault which impairs function and is reproducible, that updates offered have been installed, and that G4S is allowed access to the hardware and software during normal working hours. Faults in a single program will not entitle the business partner to dissolve the contract as regards the other programs. G4S cannot guarantee that the programs selected by the business partner will work together in the chosen selection, that these will run uninterruptedly and fault free, or that all software faults can be eliminated.

11.6 All incidental costs arising in connection with correcting faults (such as for installation and extension, transport, disposal, travel and travelling time) will be payable by the business partner. The costs for these expenses are to be



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paid by the business partner, or otherwise the warranty claim will be forfeit. On request, G4S shall be sent the goods cost-free, for examination and correction of faults.

11.7 If goods and / or a service supplied by G4S are provided on the basis of design and construction information, drawings, models or other specifications from the business partner, G4S's liability will only extend to the execution specified by the business partner.

11.8 Excluded from the warranty are faults which do not arise from configuration and assembly carried out by G4S, unsatisfactory set-up, a failure to observe the installation requirements and conditions of use, excess load on the parts higher than the performance indicated by G4S, negligent or incorrect treatment and use of unsuitable operating materials. This will also apply in the case of faults which are attributable to material provided by the business partner. Nor will G4S be liable for damage which is attributable to actions by third parties, atmospheric discharges, over-voltages or chemical influences. The warranty does not relate to the use of parts which are subject to natural wear and tear. If used goods are sold, G4S will not provide any guarantee.

11.9 11.9 The concluding of a maintenance contract with G4S and verifiable maintenance of the system in accordance with the maintenance specifications laid down therein are agreed as the precondition for the assertion of warranty claims regarding the function of security systems installed by G4S..

11.10 Any further liability for faults is excluded. The business partner will not be entitled to refuse to take the goods due to slight defects.

11.11 A claim on the warranty or guarantee will expire if changes, interventions or repairs are carried out by third parties if it supplies and / or services are sold by the business partner or are transferred to third parties.

11.12 If works or measures by G4S to existing systems of the business partner not installed by G4S results in the loss of warranty claims or guarantee claims by the business partner against third parties, in particular manufacturers of the systems, the business partner will indemnify G4S in this regard.

11.13 All claims for damages against G4S of whatever kind and for whatever reason are excluded, except in the case of extreme gross negligence or intention. The liability of G4S for consequential damage (e. g. damage from business interruptions), loss of profit, savings not made, indirect damage and damage to third parties is also excluded, as is liability for damage which results from force majeure, war or terrorist activities or attributable to radioactivity or the use of asbestos.

11.14 Unless otherwise agreed separately in an individual case or unless legal provisions provide for other time periods, a liability claim against G4S will expire if the business partner does not notify the claim immediately in writing and, in the case of rejection of liability, if he does not assert the claim in court within three months.

11.15 Claims in accordance with § 933b ABGB (Austrian Civil Code) will at all events expire by prescription at the dates indicated in point 11.4 .

11.16 G4S will be liable towards the business partner for a maximum of the following sums of liability for damage which actually arises due to its own fault or due to the fault of its personnel in the fulfilment of contractual obligations: For damage to persons, the liability per person will be limited to a maximum total of € 1,000,000.-, but as a total for each loss-entailing event to a maximum of € 2,000,000.- . In the case of damage to property, the liability will be limited to a maximum of € 2,000,000.- for each loss-entailing event.

11.17 G4S will be free of all liability for the duration of delays in payment by the business partner following the issuing of a reminder.

11.18 G4S is to guarantee insurance cover for the maximum liability amounts indicated by taking out a liability insurance policy. The processing of loss-entailing events will be carried out by the insurer; deductions from invoices on these grounds are therefore excluded.

11.19 If the contract is subject to the consumer protection law, the exclusions and limitations of liability contained in point 11 will not apply. The statutory provisions will apply instead.

11.20 The business partner undertakes to ensure that sufficient insurance protection exists on the part of the business partner or the third party for all assets of third parties which are the subject of the contractual relationship between G4S and the business partner. The business partner is also to obtain from the third party concerned express consent to the limitations of liability in favour of G4S described in this point. The business partner further undertakes to indemnify G4S, its employees and other persons acting for G4S to the extent to which any justified legal claim of the third party against G4S exceeds the limitations of liability indicated.

12 Guarantee

12.1 A guarantee granted by G4S going beyond the warranty will only apply if expressly agreed in writing. A guarantee granted by G4S which is not defined in greater detail will be considered as a warrant bond. The precondition for a claim against a guarantee bond is the concluding of a separate maintenance or service contract or a fire alarm system maintenance contract with G4S. Excluded from the guarantee are wearing parts and repairs to the same.

13 Withdrawal from contracts

13.1 Unless any more specific regulation has been made, the precondition for withdrawal of the business partner from the contract is a delay in delivery or performance of the service which is attributable to the gross negligence of G4S and if an appropriate additional period is set and expires without success. Withdrawal is to be asserted by means of a registered letter.

13.2 Regardless of its other rights, G4S will be entitled to withdraw from the contract,
a) If the execution of the supply and / or service and / or the commencement or continuation of the supply and / or service is rendered impossible for reasons for which the business partner is responsible, or is further delayed in spite of the setting of an appropriate additional period;
b) If concerns have arisen as regard the solvency of the business partner and the latter does not make either down payments or advance payments on request by G4S, or does not provide appropriate security before delivery;
c) If the extension of the delivery period totals more than half the originally agreed delivery period due to circumstances described in point 7.2, but is at least 6 months;
d) If the business partner falls into arrears with the payment of invoices.

13.3 Withdrawal may also be declared as regards a still outstanding part of the delivery / service for the above reasons.

13.4 If bankruptcy proceedings are opened against the assets of a contracting party or if an application for the instituting of bankruptcy proceedings is rejected due to a lack of sufficient assets, the other contracting party will be entitled to withdraw from the contract without setting an additional period of time.

13.5 Notwithstanding the claims for damages by the contract partner, including pre-procedural costs, in the event of withdrawal, supplies / services or part supplies / services already performed are to be invoiced and paid for as contractually agreed. This will also apply if the delivery and / or service has not yet been taken over by the contract partner and for preparatory activities carried out by G4S. G4S will also be entitled instead, at its discretion, to demand the return of goods already delivered.

13.6 Other consequences of withdrawal are excluded.

14 Legal succession and transfer of the contract

14.1 The business partner will be under an obligation in the case of legal succession to place his legal successor under the rights and obligations arising from the contract. The contract will not be affected by legal succession of G4S.

14.2 The business partner will not be entitled to transfer all or part of the contract to third parties or to assign rights and obligations from the contract to third parties without the prior consent of G4S.

15 Disposal of electrical and electronics devices

15.1 If a business partner domiciled in Austria purchases electrical or electronics devices for commercial purposes, he takes on the obligation to collect and process electrical and electronic devices in the sense of the Electrical Devices Order as if he himself is the user of the electrical or electronic device. If the business partner is not the end user, he is to place his customer under the full financing obligation by means of agreement and is to document this to G4S.

15.2 A business partner domiciled in Austria will be liable to G4S for all damage and other financial disadvantages arising to G4S due to the business partner's failure or deficiency in fulfilling the financing obligation and other obligations in accordance with point 15. The burden of proof for the fulfilment of the obligation will lie with the business partner.

16 Assertion of claims

16.1 Unless separately agreed in an individual case or unless statutory provisions specify shorter time periods, all claims by the contract partner are to be asserted in court within 3 years from the transfer of risk, or otherwise the claim will lapse.

17 Additional Special Conditions for software

17.1 Individual organisational concepts and programmes will be created in accordance with the type and scope of the full information, documents and aids to be made available by the business partner. This will also include sufficient practice-oriented test data and sufficient options for tests in practical use. The business partner shall make these available during business hours and at his own cost. If the business partner is already working in real time on the



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system made available for the test, the responsibility for the risks thus arising and for data backup will lie with the business partner.

17.2 The basis for the creation of individual programs will be the written specifications. These will be drawn up by G4S against calculation of costs, on the basis of the documents and information made available. The specifications are to be reviewed by the business partner for accuracy and completeness and confirmed in writing by the business partner.

17.3 Individually created software is to be accepted by the business partner immediately in the form of a protocol. If the business partner fails to fulfil this obligation within 4 weeks from delivery, and if he also fails to raise any complaints in writing, the services will be considered as accepted by him in due form. In the case of a justified complaint, the time period will recommence as from the correction. The commencement of real time operations will replace this formal takeover.

17.4 In the case of standard programs, the business partner confirms with his order that he knows and accepts the scope of performance of the program ordered. G4S will be entitled to supply the version current at the date of delivery.

17.5 If it transpires during the work that the execution of the order is in practice not possible for G4S in accordance with the specifications, cannot be implemented on the basis calculated with economically reasonable resources, or is not legally permissible, G4S will notify this to the business partner within an appropriate period. If the latter does not make appropriate changes to the specifications, G4S will be entitled to withdraw from the contract and not to perform the still outstanding part of the service. If the business partner is to blame, he shall compensate G4S for the damage thus arising. In so far as the services already performed are useful for the business partner, the business partner will be under an obligation to accept them and make proportional payment of the agreed fee. The business partner may not assert any claims against G4S from non-performance by G4S.

17.6 The shipment of program carriers, documentation and specifications will be at the cost and risk of the business partner.

17.7 At the end of the right of use, the business partner will be under an obligation, at G4S's discretion, to return the whole of the software including any documents made over to him to G4S or to prove that he has destroyed the same. This will also apply to modified software or software which has been combined with other programs.

17.8 The duration of the right of use will depend on the order. The right of use will at all events end:

- a) On expiry of the agreed period of use;
- b) By cancellation after expiry of any agreed minimum period of use and if no other agreement has been made, after observing a period of notice of three months to the end of the calendar quarter, by means of registered letter;
- c) By cancellation for a significant reason, in particular due to a serious breach of contractual provisions, which would render continuance of the contract unreasonable for the other contracting party. It can be pronounced with immediate effect if the breaches of contract still persist even after a request to desist and the setting of an additional period of 14 days to do so.

18 Additional Special Conditions for maintenance and services contracts and fire alarm system maintenance contracts

18.1 The business partner will not be entitled to carry out measures himself – even if only minor ones - on the equipment, unless they have been approved in advance by G4S, in writing. In the case of contraventions, the business partner will lose all claims under the terms of the warranty or any guarantee. G4S is to be informed immediately in writing of any changes to the place of installation or the scope of systems not supplied or serviced by G4S, but which are connected with the systems which are serviced by G4S.

18.2 On request by G4S and its staff, the business partner will allow unhindered access to the system and the testing of the same, supply all the necessary information and make all the documents available which are necessary for repair, maintenance, servicing or any additional further work which may be required .

18.3 The business partner undertakes to support G4S in implementing the order to the best of his ability, in particular by creating all the preconditions in his own sphere which are necessary for proper implementation of the order, without the need for a special request to be issued, and at his own cost. This includes, among other matters:

- a) Making available sufficient appropriate work rooms and the necessary working equipment promptly (such as ladders and climbing aids)
- b) Appointing a contact person who will be available to G4S throughout the duration of the works and who is authorised to make the declarations on behalf of the business partner which are necessary or useful as interim decisions within the framework of the order
- c) The prompt transfer of all the documents, data and information necessary or useful for the works



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d) The making available promptly, to a sufficient extent, of computer infrastructure, test data, data recording capacities and other information necessary or useful for programming works and electronic evaluation.

18.4 Repair, maintenance and servicing works will be carried out after agreeing on a date in an individual case and at appropriate time intervals, exclusively during G4S's business hours.

18.5 Breakdowns will be processed within the entire Federal Republic of Austria in a half-daily cycle, as follows: breakdowns which are notified by 13:00 will be processed at the latest in the afternoon of the same day. Breakdowns which are notified after 13:00 will be processed at the latest in the morning of the following working day.

18.6 G4S will also be expressly entitled to transfer the obligations incumbent upon it from the maintenance, service or fire alarm maintenance contract to third parties, certified natural persons or legal entities. The business partner's consent is not required.

18.7 Due to complex networks and data flows, G4S is unable to guarantee 100 % server or performance availability. G4S will not be liable for breakdowns on the Internet.

18.8 If a content management system set up for the business partner is used, through which the business partner is able to carry out changes of all kinds to the contents and architecture of the software independently, without consulting G4S in advance, the business partner is hereby informed that even the most minor changes to the software made by him on his own initiative could impair and endanger the executability of the whole system. The business partner will carry this risk alone.

18.9 Term and notice periods

a) A maintenance, service or fire alarm system maintenance contract will be concluded for an indefinite period.

b) A maintenance, service or fire alarm maintenance contract may be cancelled by either side observing a notice period of three months to the end of the calendar quarter, by means of registered letter.

c) A maintenance, service or fire alarm system maintenance contract may be dissolved prematurely with immediate effect by either contracting party at any time for a significant reason, in particular due to a serious breach of the contractual provisions, which would render the continuance of the contract unreasonable for the other contracting party, if the breaches of contract continue even after a request to desist and the setting of an additional period of 14 days to do so.

d) If bankruptcy proceedings are opened against the assets of one of the contracting parties or if an application for the instituting of bankruptcy proceedings is rejected due to a lack of sufficient assets, the other contracting party will be entitled to cancel the contract with immediate effect, without setting an additional period of time.

18.10 If the contract is ended, the business partner undertakes to return to G4S all property belonging to G4S or other property which has been made over to him. The general protection and warning obligations are to be observed even after the end of the contract. Data and information archived electronically or in the traditional manner belonging to the business partner are either to be destroyed or handed over, at his request.

19 Industrial property rights, copyrights, use

19.1 If goods and / or services by G4S are completed or installed on the basis of design and construction information, drawings, models or other specifications by the business partner, the business partner will indemnify G4S for any violations of protected rights.

19.2 Offer and execution documents, such as plans, sketches and other technical documents will always remain the intellectual property of G4S, as will samples, catalogues, brochures, images etc. and will be subject to the relevant statutory provisions as regards reproduction. If these documents are passed on to third parties or are made accessible to third parties, as a whole or in part, G4S reserves the right to invoice the expenses incurred when drawing up the documents. G4S will further be entitled to demand a contractual penalty, independent of culpability and damage, of 10 % of the offer value, but a minimum of € 1,000.- for each contravention. The assertion of all other rights (for instance, a claim for damages) will not be affected.

19.3 All copyrights to software supplied by G4S will remain with G4S and the licensors. The business partner will be granted the right to use the software at the agreed place of installation on payment of the agreed fee, exclusively for his own purposes, and only for the hardware specified in the contract and to the extent of the licence purchased. Only a licence to use the software for work purposes to the agreed extent is acquired by this contractual relationship. Any multiple use going beyond this and dissemination, alteration, reproduction or making over for use by third parties are excluded. No additional rights will be acquired by the cooperation of the business partner in the creation of the software. Any violation of G4S's copyrights will result in a claim for damages, including loss of profits, of at least the amount of the fee for the acquisition of the right of use for work purposes.



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19.4 The business partner will be permitted to make copies of the software, solely for the purposes of archiving and data backup, if this is allowed by the licence conditions and / or the service conditions of G4S.

19.5 The business partner confirms that none of the data and documents made available to G4S are subject to any restriction under the Data Protection Act and are not encumbered with opposing copyrights belonging to third parties.

20 Data protection

20.1 Where G4S (its employees or vicarious agents) processes personal data in connection with the provision of services, they shall do so as a Data Processor within the meaning of Article 28 GDPR, unless expressly agreed otherwise. The business partner shall remain the Data Controller with regard to such data processing. In the event that the data processing takes place on the business partner's premises and/or is performed on the business partner's systems, the business partner shall ensure the necessary technical and organisational security measures, and shall instruct the employees/vicarious agents of G4S appropriately. In this context, G4S shall only be responsible for placing its own employees/vicarious agents under a contractual obligation to observe data confidentiality. If requested to do so by the business partner, G4S shall sign a data processing agreement as defined in Article 28 GDPR.

20.2 G4S shall be entitled to charge a reasonable fee for additional expenses incurred, for example in the context of supporting the business partner in processing any requests regarding the exercise of rights by Data Subjects within the meaning of Articles 15-22 GDPR, or within the framework of data protection audits.

21 Video surveillance systems

In case G4S installs and/or operates video surveillance systems for the business partner, G4S shall equally do so merely as a Data Processor – unless expressly and contractually agreed otherwise. The business partner shall remain the Data Controller with regard to such video surveillance system and shall be responsible for proper notice/labelling, inclusion in its records of processing activities, information of Data Subjects and – if required – carrying out a proper data protection impact assessment.

22 Competition regulation

22.1 During the period in which a service, supply or other contractual relationship is on-going with G4S or for 12 months afterwards, the business partner will not be entitled, either himself or through third parties, to employ employees of G4S in G4S's fields of business even if the employees have left the company, for whatever reason. In the event of a breach of this competition clause, the business partner undertakes to pay, within 14 days, a contractual penalty on the basis of this contract to the sum of the gross salary at G4S of the employee concerned over the last 12 months before termination of the contract of employment.

23 Final provisions

23.1 If individual provisions of these GCC are ineffective or subsequently become ineffective, these will be replaced by G4S by provisions which come as close as possible to the economic purpose of the ineffective provision.

23.2 For consumers the relevant, mandatory statutory provisions will apply.

23.3 Austrian law will apply exclusively to the contract, excluding the United Nations Convention on Contracts for the International Sale of Goods, the Law relating to international Private Law (IPRG) and the European Contracts Convention (EVÜ). The place of performance is Vienna. The court competent in the subject matter in Vienna Inner City is agreed for all disputes arising from the contract.