



# General Terms and Conditions of Business for the security profession (applicable as from March 1, 2022)

## 1. Scope of application

(1) These General Terms and Conditions of Business ("GTC") apply to all the customer's business relationships with the security company ("company").

(2) The reciprocal obligations of the customer and the company are agreed on in separate contracts.

(3) These GTC apply exclusively. Any of the customer's general terms and conditions of business that deviate from, oppose, or supplement these GTC are deemed a contract component only if and to the extent that the company has expressly consented to their application. This requirement for consent applies in any case (even if, for example, the company performs its assigned work without reservation although it is aware of the customer's general terms and conditions of business).

## 2. General performance of duties

(1) Under Section 34a of the Industrial Code, the security profession is a profession subject to licensing. Its security services can be performed as an intervention service, surveillance service, property protection service, plant protection service or as other security services.

(2) The company shall perform its work as a service (normally no temporary hiring out of personnel as per the German Governance of Employee Leasing Act [*Gesetz zur Regelung der Arbeitnehmerüberlassung, AÜG*]), with its personnel being used as vicarious agents. The selection of the personnel employed and the right to issue instructions – except in cases of imminent danger - shall lie with the security company appointed.

(3) The company bears sole responsibility for the fulfilment of all statutory, official, social security, labor law, collective agreement and employers' liability insurance association obligations with respect to its employees.

## 3. Inspection regulations

The written inspection regulations/the alarm plan shall be exclusively authoritative for the performance of the services in each individual case. It contains the detailed provisions on inspection patrols, checks and other services to be carried out based on the instructions of the customer. Amendments and extensions to the inspection regulations/alarm plan must be agreed in writing.

If necessitated by unforeseeable emergencies, deviations from the envisaged checks, inspection patrols and other services are possible in individual cases.

## 4. Keys and emergency addresses

(1) The keys required for the work must be provided by the customer in good time and free of charge.

(2) The company shall be liable as per point 11 for the loss of keys or for damage to keys caused intentionally or negligently by the service personnel. The customer shall advise the company of the addresses that can be notified in the event of a risk to the object, including by telephone at night. Changes of address must be notified to the company immediately. In cases in which the company is required to track alarms via intrusion alarm systems, the sequence of informing must be specified by the customer.

(3) The term "key" used here shall also refer to any other object used to open and close a device that has a purpose of allowing access by selected persons to specific areas while denying other persons such access.

## 5. Complaints

(1) All forms of complaint concerning the performance of the service (e.g. failure to take up the service, delays, poor fulfilment of the agreed security services etc.) must be reported to the company's operational management in writing immediately upon ascertainment for the purpose of remedial action.

(2) Repeated or gross violations in the performance of the service shall only create an entitlement to termination of the contract without notice if the company fails to arrange remedial action within an appropriate period - at the latest within seven working days - of written notification.

## 6. Duration of the assignment

In the absence of any written agreement to the contrary, the contract shall run for one year. If not terminated by no later than three months prior to expiry of the initial term, the contract shall be extended by a further year and thereafter for respective further periods of one year. The right of termination ends three month prior to the automatic annual extension of the contract.

## 7. Performance by other companies

The company is entitled, following agreement with the customer, to make use of approved and reliable companies for the fulfilment of its obligations in accordance with Section 34a Industrial Code (GewO).

## 8. Interruption of the surveillance

(1) The company can interrupt the service or alter it expediently in so far as its performance is rendered impossible as a result of war or strike, unrest, pandemics or other cases of force majeure.

(2) In the event of interruption, the company shall be obliged to reduce the remuneration for the duration of the interruption in accordance with any wages saved.

## 9. Premature cancellation of the contract

(1) The contractual relation can be terminated by either party with a period of notice of one month in the event of relocation by the customer, sale or other relinquishing of the contractual building or item.

(2) If the company relinquishes the area, it shall likewise be entitled to premature cancellation of the contract subject to adherence to a period of notice of one month.

## 10. Legal succession

In the event of the death of the customer, the legal successor shall join the contract, unless the subject matter of the contract concerned primarily personal matters, in particular the personal protection of the customer. Death, other legal succession or legal alteration of the company shall not affect the contract.

## 11. Liability and limitation of liability

(1) The liability of the company for material damage and economic loss in cases of slightly negligent causing of damage by a legal representative or a vicarious or performing agent shall be limited to the typical and foreseeable damage with comparable transactions of this nature.

Liability for other cases of culpable causing of material damage and economic loss shall remain unaffected.

(2) In cases of slightly negligent causing of damage, the liability of the employees for material damage and economic loss shall also be limited to the typical and foreseeable damage with comparable transactions of this nature (contract to the benefit of third parties). Liability for other cases of culpable causing of material damage and economic loss shall remain unaffected.

(3) Liability for damage to persons shall remain unaffected. The restrictions of paragraphs 1 to 3 apply solely for material damage and economic loss.

## 12. Assertion of liability claims

(1) Claims for damages must be asserted against the company within a period of 3 months from the date on which the person entitled to the claim, his/her legal representatives or vicarious agents gain knowledge of the damaging event. If it is not possible to determine the amount of the damage within this period, it shall suffice - but is also necessary - if the reason for the damage is asserted. Claims for damages not asserted within this period shall be excluded. The ability to claim compensation for damage to persons shall remain unaffected by this, as shall compensation for damages caused by the culpable or grossly negligent breach of obligations.

(2) The customer is also obliged to give the company the immediate opportunity of making all necessary findings concerning the cause of the damage, the course of the damage and the level of the damage itself or of having this carried out by authorised parties. Damage expenses resulting from failure of the customer to comply with his above mentioned obligations or failure to comply with them immediately shall be for his account.

## 13. Liability insurance and evidence

The company is obliged to take out liability insurance for the liability assumed, the scope of which is set out in point 11. The customer can request evidence of the taking out of this insurance. The levels of the insured sums are set out in the Regulation on the Surveillance Profession (*Verordnung über das Bewachungsgewerbe*, BewachV) in the version dated May 3, 2019 (Federal Law Gazette I page 692).

## 14. Payment of the remuneration

(1) In the absence of any agreement to the contrary, the remuneration owed under the contract is payable monthly in advance.

(2) Offsetting of the remuneration is not permitted, except in cases of claims that are undisputed or have been recognised by declaratory judgement. This restriction of the right to setoff does not apply if the monetary claim asserted for setoff arises from a claim on whose basis the customer could also withhold or could have withheld.

## 15. Price alterations

(1) In the event of changes to existing/introduction of new statutory taxes, charges, insurance premiums, motor-vehicle operating costs, wage costs and non-wage costs, in particular following conclusion of new wage, umbrella or other collective wage agreements, that result in an increase in the costs for the agreed service, the company shall be entitled to alter the remuneration in the same amount as the increase in the hourly invoicing rate for performance of the assignment, caused by the changes to wage costs, non-wage costs and other above mentioned costs, plus the respectively applicable statutory taxes and charges. When increasing the price, the company must state

which cost factors have risen by what amount and the significance of this increase in costs for the cost calculation. Increases in costs for individual cost components can only be passed on in so far as they are not balanced out by price reductions for other cost components. The price increase shall take effect at the beginning of the month, provided it has been advised to the customer by the third working day of the preceding month with disclosure of the cost calculation and evidence of the changed cost factors.

(2) In the event of a change in cost factors which results in lower costs for the agreed service, the customer shall be entitled to a price reduction in accordance with the ruling in paragraph 1.

(3) If one of the parties demands a price adjustment, the other party shall be entitled to a special right of termination with a period of notice of two weeks to the end of the month.

## 16. Start of the contract

The contract shall be binding from the date on which the customer receives the written order confirmation.

## 17. Prohibition to entice away and contractual penalty

(1) The customer is not permitted to cause employees of the company to end their employment relation and to enter into a new service or employment relation as self-employed or dependent employees of the customer. This provision shall also remain applicable for a period of six months following the end of the contract.

(2) If the customer culpably violates the provisions of paragraph 1, he shall be obliged to pay the company a contractual penalty – to be determined by the company at its reasonably exercised discretion – for each case of contravention. In case of dispute, the appropriateness of this contractual penalty must be checked by the responsible court.

## 18. Data protection

(1) The provisions of Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) and the German Federal Data Protection Act (BDSG) shall apply as amended to the processing and protection of personal data as part of the contract relationship.

(2) In particular, GDPR article 5(1) (f), article 28(3) (data integrity and confidentiality) and article 12 et seq. (information obligations) shall be applicable.

## 19. Consumer dispute resolution

The company is neither required nor prepared to participate in a dispute resolution process before a dispute resolution authority as defined by VSGB (Verbraucherstreitbeilegungsgesetz, Consumer Dispute Resolution Act) Section 36(1). The option for dispute resolution by a dispute resolution authority as part of a concrete dispute when both parties agree to it (VSGB Section 37) remains unaffected by this provision.

## 20. Place of jurisdiction and place of performance

If the customer is a businessman, a juridical person under public law or a public-law special fund, the place of performance and place of jurisdiction shall be the registered office of the company's operational management. This agreement on place of jurisdiction is also explicitly applicable in the event of

a) the party to be claimed against by way of legal action moving its registered office, place of residence and/or place of habitual abode subsequent to conclusion of the contract

b) claims from the contractual relation being asserted by way of default action.