

GENERAL TERMS AND CONDITIONS OF DELIVERY, version 2024

Article 1 – Definitions

1.1 In these General Terms and Conditions of Delivery, the following terms have the following meanings:

Contractor:	Chubb Fire & Security B.V. (Chamber of Commerce number: 33257455) / SK FireSafety Group B.V. (Chamber of Commerce number: 34377806) or the relevant subsidiary with which the Client has entered into or wishes to enter into a Contract.
Client:	the natural person or legal entity that has entered into a Contract with the Contractor.
Performance:	the delivery of goods, the provision of services or the performance of work.
Contract:	the agreements between the Contractor and the Client regarding the delivery of one or more Performances by the Contractor.
Terms and Conditions:	these General Terms and Conditions.

Article 2 – Applicability of these Terms and Conditions

1. These Terms and Conditions apply to all Contracts with, and all offers made by, the Contractor. Amendments to these Terms and Conditions only apply if they have been explicitly included in the offer or Contract.
2. The applicability of any terms and conditions regarding purchasing, tendering or otherwise on the part of the Client is expressly excluded.
3. These Terms and Conditions apply to the maximum extent permitted by law. If any provision of these Terms and Conditions or the Contract is invalid, unlawful, or unenforceable, this provision will remain enforceable to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect. If necessary, the parties will consult in order to agree on a substitute provision which will mirror the original purpose and intent of that provision as much as possible.

Article 3 – Offer / Creation of a Contract

1. The Contractor's offers are without obligation, are subject to change and are in any case valid for only 30 calendar days, unless the offer in question expressly provides otherwise or the Contractor gives written notice after 30 calendar days that the offer is still valid. The Performance offered is limited to the scope explicitly included in the offer.
2. Each offer is based on performance of the Contract by the Contractor under normal conditions and on weekdays from Monday through Friday between 08.00 and 16.30. If the Contract is performed otherwise than under the said normal conditions and working hours, the Client must reimburse the Contractor for any related additional expenses.
3. The Contractor has the right to perform a credit check in respect of the Client. If the Client is not sufficiently creditworthy in the Contractor's opinion, the Contractor will be entitled to revoke an offer already made, or to terminate ("ontbinden") a Contract, without owing the Contractor any compensation.
4. The Contract only comes into effect when (i) the Contractor and the Client have signed a Contract, (ii) the Client has unconditionally accepted the Contractor's most recent offer relating to the Performance, or (iii) the Contractor otherwise explicitly demonstrates that the Contract has come into effect.
5. If no Contract is concluded between the parties, the Client must either return to the Contractor, or destroy in a responsible and confidential manner, at the Contractor's discretion, all documents supplied by the Contractor in regard to its offer.

Article 4 – Prices

1. All prices exclude VAT and any government imposed levies and are based on delivery ex works according to the Incoterms applicable at the date of the offer.
2. The Contractor may pass on to the Client any price increases resulting from legislation, government measures and/or which the Contractor did not reasonably take into account when preparing the offer. In addition, the Contractor may index its rates during the term of the Contract. If there is a price increase within three months of the conclusion of the Contract and the Client is a consumer, the Client has the right to dissolve the Contract within seven calendar days of receiving the notice of the price increase.
3. Only the work explicitly included in the offer and/or the Contract is included in the contract price. Any costs related to repairing defects, certifying an installation, and/or the use of equipment and/or additional work due to circumstances specific to the work in question are not included in the price, unless the Contract expressly provides otherwise. Such costs will be charged separately.

Article 5 – Contract changes

1. If the Contractor believes that contract extras are required, it will give the Client an indication of how these will affect the price and time period for completion of the Performance. The Contractor is entitled to suspend its performance until written agreement has been reached with Client as to the consequences of the contract extras.
2. The Client must include the price for the contract extras in the next payment instalment.
3. Contract reductions require the Contractor's prior written approval. Agreed contract reductions must be settled in the final settlement. If the total value of the contract reductions exceeds the contract extras, then the Contractor will be entitled to an amount equal to 15% of the difference between those two. If there are no contract extras, the Contractor will be entitled to an amount equal to 15% of the contract reductions.

- 5.4 If the Client wishes to terminate or cancel ("opzeggen") the Contract, otherwise than on a statutory ground, the Client must pay the Contractor compensation equal to the contract price less the savings made by the Contractor.

Article 6 – Delivery and delivery period

- 6.1 The delivery period starts on the latest of the following dates: (a) the date on which the Contract is concluded; (b) the date of receipt of the documents, information, permits, etc. provided by the Client as required for the performance of the Contract; (c) the date of completion of the necessary formalities for the commencement of the work by the Client; (d) the date of receipt of the advanced payment by the Contractor for the commencement of the work in accordance with the Contract.
- 6.2 The delivery time is based on the circumstances at the time of the offer and in accordance with the additional terms and conditions of delivery as included in the Contract. If changes occur in the work and installation circumstances and/or the Performance that are not the result of an attributable failure of the Contractor, the Contractor may extend the delivery time.
- 6.3 An agreed delivery date is not a deadline, unless expressly agreed otherwise. If an agreed delivery deadline is not met, the Contractor will not be in default until the Client has issued the Contractor a written notice of default and the Contractor fails to perform its obligations within 14 days following the notice of default.
- 6.4 Goods are deemed to have been delivered when they are ready for inspection, if inspection is agreed upon, and, in other cases, when they are ready to be sent, once the Client has been notified in writing thereof.
- 6.5 If and to the extent that there is contracting of work, the work will be deemed to have been delivered when (i) the Client has accepted the work, or (ii) up to seven calendar days have elapsed after the Contractor has notified the Client that the work is ready to be delivered and the Client has failed, without providing reasons, to accept the work within that period, or (iii) when the Client puts the work into use, whether prematurely or not, on the understanding that by putting part of the work into use, whether prematurely or not, that part will be deemed to have been delivered. Minor defects that can be repaired within the warranty period and do not affect the functioning of the work will not prevent delivery.
- 6.6 Work that is to be performed, at the request of the Client, outside the working hours stipulated in Article 3.2 is subject to the following surcharges on the fees and call-out charges: evening and night hours (Monday through Friday): 150%, Saturday, Sunday and holidays: 200%.

Article 7 – Maintenance of Installations

- 7.1 Before an installation is taken into maintenance (for which the warranty period has expired), the Contractor will assess whether the installation functions correctly and, if necessary, will repair it. The Client will bear the resulting costs.
- 7.2 If the composition of an installation is changed, the price will be adjusted accordingly at the same time.
- 7.3 Damage or loss resulting from defects of and/or damage to an installation, which is not caused by an attributable failure of the Contractor, including defects/damage not reported in a timely manner, is the Client's sole responsibility.
- 7.4 The Contractor reserves the right to exclude objects, locations and/or specific applications from the maintenance agreement.

Article 8 – Obligations of the Client

- 9.1 The Client must ensure that the Contractor can start the Performance at the agreed time, and that it can carry on undisturbed within the Contractor's normal working hours (Article 3.2), and under conditions that meet the statutory safety requirements.
- 9.2 If the start or continuation of the Performance is delayed due to circumstances not attributable to the Contractor, the Client will be liable for the loss incurred by the Contractor as a result.
- 9.3 The Client must ensure that the Contractor has all the necessary (i) information and documents for the Performance and (ii) irrevocable permits, consent, exemptions and additional safety and other rules and processes in connection with the Performance on time, but no later than before the commencement of the Contract. The Client is responsible for providing all this information.
- 9.4 The Client must ensure in good time that there is an adequate power and/or water supply for the Performance by the Contractor and provide these free of charge to the Contractor.
- 9.5 The Client is responsible for the necessary facilities for connecting a system to be delivered to the necessary network and for ensuring that these systems are in compliance with the statutory regulations and the technical requirements set by the Contractor.
- 9.6 The Client hereby permits the Contractor to publicly advertise its work on the site.
- 9.7 all installations and employees may be randomly inspected or assessed on quality. Such inspection or assessments will be done by, or on behalf of, certifying bodies and the accreditation authority of such certifying body. The Client is obligated to cooperate with such inspections and to allow access to the locations where the Performance is, or has been, executed.

Article 9 – Payment

- 9.1 The Client must pay every invoice from the Contractor within 30 calendar days of the invoice date.
- 9.2 If the Client has requirements regarding the invoicing process, the Client must make such known in writing before the commencement of the Performance. If the Client fails to do so, the Client cannot rely on such requirements when rejecting an invoice. 9.3 The Contractor reserves the right to charge administrative fees in case of substantially differing forms of invoicing.
- 9.3 To the extent such is agreed, invoices must be paid using direct debit within 30 calendar days of the invoice date. Upon entering into a Contract, the Client will provide a direct debit mandate for payment from the Client's bank account. The Client must ensure that there are sufficient funds in the relevant bank account. If the amount owed cannot be taken from the

account or the payment is cancelled for any reason, the Contractor will notify the Client accordingly and the Client will be required to follow the Contractor's payment instructions without delay.

- 9.4 If the Client has wrongfully arranged for the debited sum to be returned to its account, if the sum invoiced cannot be debited from the bank account for any reason, or more generally if a payment is not made on time:
- the Client will be in default by operation of law and the Client will owe 1 percent interest per month until the date of payment in full.
 - the Contractor will be entitled, without further warning being required, to suspend its Performance until payment has been made in full. The Contractor will never be liable for any resulting loss incurred by the Client.
- 9.5 Payments by the Client will first serve to settle outstanding costs, then to pay interest owed, then to pay the principal amount invoiced, beginning with the oldest outstanding invoice.
- 9.6 All claims by the Contractor against the Client are immediately due and payable if the Client has been granted a preliminary or definitive suspension of payments, if a bankruptcy petition is filed against the Client, or if the Client is placed under guardianship, dies, is being wound up, or is made the subject of a debt restructuring scheme for natural persons.
- 9.7 If the Client has attributably failed in the performance of its obligations and the Contractor takes action to enforce payment, then in addition to the amount due, the Client must also pay the extrajudicial and judicial costs in connection with the collection of this claim equal to fifteen percent of the total outstanding amount or Euro 75.00, whichever is more, without prejudice to the Contractor's right to seek reimbursement of costs actually incurred.
- 9.7 The Contractor is entitled at all times to require the Client to comply in time with its obligations.
- 9.8 Any complaint about an invoice must be made to the Contractor in writing within 14 days of the invoice date, failing which the invoice will be deemed to have been accepted.

Article 10 – Transfer of risk and retention of title

- 10.1 The risk of loss of, damage to or destruction of goods passes to the Client at the time of delivery.
- 10.2 The Contractor retains title to all goods delivered to the Client, together with accompanying documents, up to the time of receipt of payment of all amounts the Client owes the Contractor in connection with the Contract.
- 10.3 For the duration of the retention of title, the Client will not be allowed to pledge, dispose of or otherwise encumber the goods delivered by the Contractor. The Client must store the Contractor's property carefully and recognisable as being the Contractor's property. The Client must insure this property against burglary, fire and water damage, and fraudulent acts.
- 10.4 If the Client breaches any obligation in respect of the Contractor, or the Contractor has good reason to fear that the Client will breach any such obligation, the Contractor has the right to take back any property subject to retention of title. To this end, the Client grants unconditional access to the relevant location of the property, including the equipment required to prepare the property in question for transport. The Client will bear all costs of taking back such delivered property.

Article 11 – Warranty and Complaints

- 11.1 If, within a period of 12 months after delivery of the Performance or completion of the Performance in accordance with Article 6.5, defects occur in the Performance, such will be repaired or replaced, at the Contractor's discretion, free of charge. In the event of replacement, the Contractor will become the owner of the replaced parts.
- 11.2 If the Client makes a claim under this warranty and the Performance consists of tangible property, the Client must notify the Contractor of the claim under the warranty in writing, including a detailed description of the defect. After consultations with the Contractor, the Client will return the Performance so that Contractor can process the warranty claim further. An unannounced return will be refused or not processed.
- 11.3 No warranty applies to defects that cannot be attributed to the Contractor, including: defects that occur due to: a) normal wear and tear; b) assembly/installation or repair by third parties, including the Client, without the Contractor's permission; c) the application of any government regulation regarding the nature or quality of applied materials; d) materials or goods used in consultation with the Client; e) materials or goods provided by the Client to the Contractor for processing; f) materials or goods, working methods and constructions, insofar as they have been applied to the goods; e) materials or goods provided by the Client to the Contractor for processing; f) materials or goods, working methods and constructions, insofar as applied on the express instruction of the Client, as well as the materials and goods supplied by or on behalf of the Client; g) failure to use the Performance in accordance with its intended purpose, h) careless or incompetent acts or omissions by or on behalf of the Client, i) errors or defects in information provided by or on behalf of the Client, j) external causes and, k) inadequate maintenance and overloading.
- 11.4 A warranty claim can only be made by the Client if the Client notifies the Contractor in writing within 14 calendar days after the defect has been discovered or could reasonably have been discovered. The Client must notify the Contractor in writing of the nature of the defect and when and how the defect was discovered. The Client must also demonstrate that the defect can be attributed to the Contractor.
- 11.5 Unless otherwise agreed, the warranty for the repair work carried out by the Contractor only covers the proper performance of the assigned repair work for a period of six months. This warranty contains the sole obligation of the Contractor to re-perform the work in case of defects or flaws.

Article 12 – Termination/Cancellation

- 12.1 The Contractor is entitled to terminate all or part of the Contract, without a notice of default or judicial intervention being required, by written notice of termination having immediate effect if the Client has been granted a preliminary or definitive suspension of payments, if a

bankruptcy petition is filed against the Client, if the Client's business is liquidated or terminated other than for the purposes of a reconstruction or merger of businesses, or the debt restructuring scheme for natural persons applies to the client. The Contractor will never be obliged to pay compensation in the event of such termination.

- 12.2 In the event of an attributable failure to perform by the Client and in the cases mentioned in Article 13.1, the Contractor will always be entitled to claim full compensation for all resulting damage or loss. In the case of a Contract for the supply of services, the Client will also owe the Contractor compensation equal to 50% of the total price owed by the Client over the remaining term of the Contract.
- 12.3 If the Client has attributably failed in the performance of its obligations, the Contractor will be entitled to suspend its Performance. In the case of suspension, the agreed price will be immediately due and payable, less the amount already paid and the expenses saved by the Contractor as a result of the suspension, and the Contractor will be entitled to store raw materials or components to be used at the expense and risk of the Client. This provision is without prejudice to the Contractor's legal abilities to suspend performance.
- 12.4 To the extent that the Contract is a continuing performance agreement, the Contractor will be entitled to cancel the Contract in whole or in part with a notice period of two (2) months, without being obliged to pay compensation to the Client.

Article 13 – Liability

- 13.1 If and insofar as it is established that the Contractor is liable in respect of the Client to compensate damage or loss incurred by the Client, the Contractor's liability per order, including a further order in case of a framework agreement, will be limited to compensation of direct damage or loss up to a maximum of:
- three (3) times the contract price paid at that time with regard to an order with a value of up to and including EUR 10,000;
 - one-and-a-half (1.5) times the contract price paid at that time with regard to an order with a value of up to and including EUR 50,000; or
 - one (1) time the contract price paid at that time with regard to an order with a value exceeding EUR 50,000.
- 13.2 The Contractor will never be liable for indirect damage or loss and/or consequential damage or loss, including loss of profit, missed savings, loss due to business interruption, loss of production, missed business opportunities, loss of goodwill environmental damage, reputational damage, pure financial loss, etc.
- 13.3 All claims of the Client will lapse if they are not submitted in writing, specifying the nature of the claim, to the Contractor within one year after the date on which the Client knew or reasonably ought to have known the facts on which such claim is based.
- 13.4 The Client's right to claim compensation from the Contractor will lapse at the end of one year, or in the case of a client who is a consumer, at the end of two years, after the Client has filed a complaint.

Article 14 – Force majeure

- 14.1 The Contractor is not obliged to fulfil any obligation if it is prevented from doing so as a result of a situation of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
- 14.2 A situation of force majeure includes any independent circumstance that will permanently or temporarily impede the performance of the Contract, including war, threat of war, insurrection, terrorism, strikes, lockouts, transportation difficulties, weather conditions, pandemic (a virus, flu or disease declared a pandemic by the WHO), delivery shortages, fire and other serious disruptions in the operations of the Contractor or its suppliers, government-issued regulation, or enacting regulations that permanently or temporarily impede performance of the Contract, import and trade embargoes, non-performance of the obligations due to a non-attributable breach by suppliers of the Contractor, natural and/or nuclear disasters, failures or shortcomings in the energy or water supply, or failure in communication links or equipment or programs from a third party.
- 14.3 If the situation of force majeure lasts for more than ninety calendar days, the Contractor may terminate the Contract by written notice.
- 14.4 During a situation of force majeure or other exceptional circumstances that may affect the Contractor's business operations, in addition to the right to adjustment of prices and extension of deadlines, offered products that are not available may be replaced by equivalent products.

Article 15 – Intellectual property

- 15.1 The intellectual and industrial property rights to all Performances supplied to the Client, including the data, documents and information pertaining thereto, are never transferred to the Client and remain vested in the Contractor or in third parties engaged by the Contractor. The Contractor has the exclusive right to public disclosure, implementation, and duplication, and the Client has only a non-exclusive, non-transferrable user right in respect of the Performances that is only exercisable once the contract price has been paid in full.
- 15.2 The Client is not permitted to reproduce all or any part of the installation created from a design by the Contractor. The Client is only entitled to have third parties realise the installation designed by the Contractor without the Contractor's intervention and approval if the Contract is lawfully terminated due to a failure to perform that can be attributed to the Contractor.
- 15.3 The Client may only use software provided by the Contractor within its own business, office, institution, or organisation and only for the installation for which the user right is granted. The Client may not duplicate or make copies of the provided software. The source code for the provided software and the technical information obtained through the development will not be supplied to the Client.

Article 16 – Personal data

- 16.1 Unless agreed otherwise in writing, both parties may process personal data of the other party in connection with the performance of the Contract. In this respect, the parties each

independently determine whether and what personal data they process, and each party qualifies as a data controller within the meaning of the General Data Protection Regulation ("GDPR"). When processing personal data, the parties comply with the GDPR and other applicable privacy laws and regulations.

- 16.2 If necessary under applicable privacy laws and regulations, the parties will make further agreements on the processing of personal data, for example in the form of a processing agreement.

Article 17 – Anti-terrorism screening; list of denied parties; compliance

- 17.1 The Contractor will check on the basis of the name and country of establishment whether any potential or current clients appear on anti-terrorism or sanctions lists of denied parties, including the lists published by the EU, the United States and other countries and international organisations. The check is conducted via an automated database of a service provider currently based in the United States, with which the Contractor has entered into a data transfer contract to ensure the protection of Personal Data. If the Client's name appears on the list, other data obtained by the Contractor from the Client will be used to check whether there is an actual match with the party on the list. The Contractor will not do business with a client that appears on such a list if and insofar as applicable law or the Contractor's internal policy prohibits this. To access or update personal data, the Client may contact the Contractor.
- 17.2 All offers are made subject to the following cumulative conditions precedent: (i) a favourable outcome of a check in accordance with paragraph 1, and (ii) receipt by the Contractor of all necessary information concerning the transaction (including, but not limited to, information concerning the Client and end user, and the statement concerning the proposed end use) proving that the transaction does not breach any legislation, regulation, or ethical rules binding upon the Contractor including, but not limited to, international trade compliance regulations that prohibit the sale of goods and services in certain countries; natural persons or legal entities that are subject to international economic, financial, or other sanctions; or regulations governing export controls. The Contractor will refuse the order if the result of the check is unfavourable, or if the transaction is not in accordance with the rules set out in (ii). If during the performance of a contract the result of a check is unfavourable or the transaction proves to be, or has become, in breach of the rules set out in (ii), this will immediately relieve the Contractor of its obligations, and it may terminate any existing contracts with immediate effect, without prejudice to its right to recover from the Client all loss arising herefrom and without the Client being entitled to any compensation in this respect.

Article 18 – Export Control

- 18.1 The Client undertakes to strictly comply with all regulations concerning export control, where applicable. The Client declares that it has full knowledge of the substance of the relevant regulations, which includes the prohibition on the sale, lease, or other assignment or use of certain goods otherwise than for the agreed purposes, without export or re-export licences from the competent authorities.

Article 19 – Screening of employees

- 19.1 The Contractor stipulates the following as conditions for employment:
- a statement of conduct ('VOG'); and/or
 - a statement of no objection ('VGB') (for employees required to provide this under the private security companies and investigation agencies act ('wet PBR'); and/or
 - a security clearance ('VVB') (for employees for which this is required under the BORG certification).
- 19.2 The Contractor screens its employees at the start of their employment by:
- verifying their highest educational qualification;
 - verifying their work record over previous five years;
 - requiring the employee to sign an integrity statement by which the employee undertakes, inter alia, to report any circumstances that could result in a new VOG, VGB, or VVB not being obtained, a driving licence or residence permit not being obtained, and/or a screening not producing the desired results.
- 19.3 The Contractor will continue to screen each employee at three-year intervals throughout their term of employment in respect of positions where this is relevant by re-requesting the statement(s) referred to in paragraph 1 of this article; and the employee must sign a new integrity statement.
- 19.4 If the Client requires a more extensive screening than described in this article, the Contractor will be entitled to charge an additional price for it. The Contractor is entitled to suspend its performance until written agreement has been reached with the Client on the price for additional screening.

Article 20 – Applicable law - Disputes

- 20.1 These Terms and Conditions, the Contract, and all contracts resulting therefrom are governed exclusively by Dutch law, to the exclusion of the rules of private international law, including the United Nations Convention on Contracts for the International Sale of Goods.
- 20.2 All disputes arising between the parties in connection with these Terms and Conditions, the Contract or contracts resulting therefrom will be heard by the competent court of the district where the Contractor has its registered office, unless another court has jurisdiction on the basis of mandatory law.

These General Terms and Conditions of Delivery have been translated from the original Dutch version. In the event of inconsistency between this version and the Dutch version, the Dutch version prevails.