

1. APPLICABILITY OF THESE GENERAL SALES CONDITIONS

These general sales conditions apply to the Delivery of Goods and/or Services by the Limited company SERIS Security S.A./N.V. (hereinafter referred to as 'SERIS Security'), with its headquarters at Telecomlaan 8, 1831 Diegem, Belgium (telephone: +32 (0)2/745.37.11, e-mail address: information.security@seris.be), company number BE 0404.770.607, to a company (hereinafter referred to as the 'Client') that has concluded a Contract with SERIS Security to that end. SERIS Security is licensed by the Belgian Ministry of Internal Affairs as a guarding company and as an alarm system company.

By signing the Contract, the Client acknowledges that it is aware of these general conditions and accepts them. Only the general conditions and/or specific conditions of SERIS Security apply, and thereby the general conditions and/or specific conditions of the Client are excluded. Exemptions, to the extent that the law allows for them, do not apply unless agreed otherwise in writing. In the event of any contradiction between the provisions of the sales agreement and the general and/or specific conditions of SERIS Security, the provisions of the sales agreement shall prevail. If a provision of these general conditions is declared null and void, this nullity shall not affect the validity of the other provisions.

2. DEFINITIONS

- 2.1 **Contract:** this means these general conditions, the sales agreement, and all its appendices.
- 2.2 **Client:** 'the company' as understood by article I.1, 1° of the Belgian Economic Law Code which has concluded a Contract for the Delivery of Goods and/or Services.
- 2.3 **Party:** this means each party in the Contract individually (SERIS Security or the Client) or referred to collectively as 'the Parties'.
- 2.4 **Goods:** (in-)tangible personal property or properties as a possibly integral part of a delivery of security Services.
- 2.5 **Services:** the completion of works, possibly accompanied alternatively by the Delivery of Goods necessary for the completion of services.
- 2.6 **Delivery of Goods:** the physical provision of Goods to the Client.
- 2.7 **Delivery of Services:** the moment when the Client accepts the Services provided. Acceptance can follow a receipt, or a signed job note. The first document which will be drawn up shall count as acceptance, but in its absence, acceptance shall be established after the expiry of a period of eight (8) calendar days from the day of implementation without written notification on the part of the Client indicating that it does not accept the Services provided.

3. QUOTATIONS AND ORDER CANCELLATIONS

- 3.1 All quotations and price offers are purely indicative in value unless they mention a period of validity. As long as a quotation or an offer has not been accepted by the Client, it has a purely informative value and SERIS Security can withdraw or amend it at any time.
- 3.2 All prices listed in a quotation or an offer do not include VAT unless otherwise explicitly indicated.
- 3.3 Quotations and price offers are established purely on the basis of information supplied by the Client. It is the latter's responsibility to check this information and verify it with its insurance provider if the latter introduces any requirements. SERIS Security cannot be held responsible for any damage whatsoever which arises as a result of the communication of incorrect and/or incomplete information by the Client.
- 3.4 If the Client cancels an order, the Client shall be obliged to pay SERIS Security fixed compensation amounting to 15% of the sum of the order.

4. DELIVERIES, RECEPTION, GUARANTEES, AND TRANSFER OF OWNERSHIP AND RISKS

- 4.1 Unless explicitly agreed otherwise in writing, the delivery times provided are purely indicative and do not commit SERIS Security. The passing of these times does not imply that SERIS Security is responsible and does not justify the termination of the Contract.
- 4.2 The Client should take delivery of the supplied Goods and inspect them immediately. Defects to the delivered Goods and complaints are permissible only if they are expressed in writing by registered letter within eight (8) calendar days of the Delivery. At all events, complaints must reach SERIS Security before the Goods in question are used. Goods may even not be used during the handling of complaints. The fact that SERIS Security does not receive any complaint within this period of eight (8) days means that the Client accepts all deliveries in full and that the Client states that visible defects are covered.
- 4.3 The guarantee against hidden defects (e.g. manufacturing defects, defective raw materials, or installation errors) does not extend beyond that of suppliers of SERIS Security and is not valid under any circumstances for more than one (1) year after the Delivery. The Client must inform SERIS Security within two (2) months of the discovery of a defect, but, after that, any right to repair or replacement expires. Defects which emerge more than six (6) months after the Delivery are not considered as being present at the time of the Delivery unless the Client can prove otherwise. The repair or the replacement completed pursuant to these provisions has as its sole consequence the suspension (i.e. never the renewal) of the original guarantee period. The guarantee applies solely if the Client demonstrates that the defects have emerged during normal usage. This excludes the consequences of force majeure, abnormal usage, worsening of the situation through neglect, and any other external cause (e.g. operations by third parties, flood damage, overvoltage or lightning).
- 4.4 The Goods are transported at the Client's risk and the transport costs are charged to the Client unless provided otherwise in writing.
- 4.5 The transfer of risks from SERIS Security to the Client takes place at the moment the Contract is concluded. The Client shall therefore bear the risk of damage, decay, and theft. The storage of the Goods pending the delivery and the Goods' shipping are at the Client's risk.
- 4.6 The transfer of ownership from SERIS Security to the Client takes place at the time of the full payment of the principal amount, including costs and interest.
- 4.7 The delivered Goods remain the property of SERIS Security until full payment of the purchase price, both in principal, interest and costs. In the event of late or non-payment, SERIS Security can reclaim the delivered Goods at any time. If Client sells the Goods further, SERIS Security is entitled to the purchase price or the claim for payment of the purchase price. If Client makes the delivered Goods real by incorporation, the retention of title of SERIS Security remains unaffected, on condition that the retention of title is registered in the pledge register. The mixing of delivered replaceable Goods does not affect the retention of title.
- 4.8 If, without good grounds, the Client fails to pick up the Goods/Services on the date communicated to it or if it refuses to receive them, SERIS Security reserves the right, after the expiry of a period of fifteen (15) calendar days, to regard the Contract as terminated, without judicial intervention, without notice and without prejudice to its right to claim additional compensation (e.g. for storage costs and transport costs).
- 4.9 The Client must ensure that SERIS Security can complete the Delivery of Goods/Services in a normal manner in the intended location and on the agreed date, and must ensure particularly that the place of delivery is accessible, that the equipment required for unloading the Goods or completing the Services is available, and must provide enough free parking spaces. If these conditions are not met, the Client shall be obliged to reimburse all damages, including waiting time, and parking fees or fines borne by SERIS Security.

5. DURATION, SUSPENSION, AND TERMINATION OF THE CONTRACT

- 5.1 Unless herein expressly provided otherwise by the Parties in writing, the Contract is concluded for a period of three (3) years.
- 5.2 At the end of each period, the Contract will be renewed automatically for the same period unless either one of the Parties terminates it by registered letter served at least six (6) months before expiry of the Contract period.
- 5.3 If the Client terminates the Contract prematurely not in accordance with Article 5.2, the Client shall be obliged to pay SERIS Security compensation amounting to the sum due for the remaining term of the Contract in question. This provision applies without prejudice to the right of SERIS Security to claim extra compensation due to the damage actually suffered.
- 5.4 SERIS Security may suspend the execution of the Contract if any of the following circumstances occurs, resulting in an increase of the risk which the Contract intends to limit: war, agitation, revolt, fire, accident, strike, lock-out, terrorist attack, terrorist threat, administrative or government measures, etc.
- 5.5 The number of contractual service hours is determined in the performance program set out in the Contract. The Client may reduce the number of hours only on a contractual expiry date and subject to notification by registered letter sent at least three (3) months before the expiry date. SERIS Security's written consent is always required. If the reduction of contractual service hours does not meet the conditions stated in this article, SERIS Security shall be entitled to claim additional compensation equivalent to the value of the reduction in contractual service hours.
- 5.6 Training on site and/or file costs relating to the start-up of the Contract shall be borne by the Client.
- 5.7 If circumstances, irrespective of the will of the Parties, would make the performance of works by SERIS Security very difficult or would significantly delay them, the Parties undertake to renegotiate the terms of this Contract.

6. SERIS SECURITY STAFF AND SUBCONTRACTING

- 6.1 Pursuant to Article 50 of the Law of 2 October 2017 regarding private and particular security, SERIS Security wishes to draw the Client's attention to the fact that security agents cannot intervene in political disputes or labour disputes. Under those circumstances they can carry out security duties if there is no contact between the security agents and persons carrying out trade union or political activities. Security agents or private security firms are also forbidden to exercise supervision of political, philosophical, religious, or trade union views or adherence to a mutual sector or expressions of those views or adherence and they shall not be expected to produce data files to that end.
- 6.2 SERIS Security reserves the right to change its members of staff assigned to the implementation of the Contract at any time. The Client can ask SERIS Security to change a member of the staff from SERIS Security assigned to the implementation of the Contract, but the final decision lies entirely with SERIS Security. Requests for changes in staff sent to SERIS Security should be put in writing and should include sufficient and transparent justification.
- 6.3 The personnel and security agents of SERIS Security are not contractually tied to the Client and remain exclusively subject to the authority of SERIS Security. SERIS Security shall appoint a person, a management member of staff, whom the Client may contact at any time with a view to the best possible implementation of the Contract.
- 6.4 As a rule, instructions given to SERIS Security's workers should always be given by a member of the management of SERIS Security. Nevertheless, the Client can give instructions to SERIS Security's agents regarding the well-being at work on the Client's site and the practical use of tools and systems made available by the Client (e.g. a database or a telephone exchange system). This right of the Client to give instructions cannot in any way whatsoever violate the management authority of SERIS Security. The Client agrees not to ask SERIS Security's agents to carry out tasks which are forbidden to carry out by law (especially by the Law of 2 October 2017 regarding private and particular security and its implementation decrees). If the Client asks SERIS Security agents to carry out other tasks than those stipulated in the Contract, the Client shall not be able to claim compensation from SERIS Security for any damages which could arise.
- 6.5 SERIS Security reserves the right to call upon the services of subcontractors for the implementation of the Contract. Subject to Article 7 of these general conditions of sale, SERIS Security will be responsible for these subcontractors.

7. LIABILITY AND INSURANCE

- 7.1 All obligations of SERIS Security arising from this Contract are best effort obligations except as regarding the deliveries of Goods for which SERIS Security assumes an obligation to produce a result.
- 7.2 The civil liability of SERIS Security towards the Client is limited (except for legal exceptions) to an amount which cannot exceed five (5) times the annual value of the Contract, with a maximum of €3,500,000.00 per claim and per annum, which covers physical injuries, material damage, and professional liability. SERIS Security will ensure that it is always sufficiently insured. This amount does not include indirect or consequential damage, such as, but not limited to, loss of turnover, loss of profit, all possible 'business interruption costs', etc.
- 7.3 SERIS Security shall not under any circumstances cover the Client if the Client is charged on the basis of Article 544 of the Belgian Civil Code.
- 7.4 SERIS Security is discharged of its duty of compensation when the damages are the result of errors of manipulation, inappropriate use or negligence on the part of the Client, damages caused by third parties or by the Client itself, damages originating from repairs carried out by third parties or by the Client itself, to Goods delivered and/or installed by SERIS Security. The repair of the aforementioned damages is charged to the Client.
- 7.5 If SERIS Security, due to *force majeure* or unforeseen circumstances beyond its will or control (including, but not limited to, strike, lockout, war, terrorist acts or threats, administrative or government measures, fire, flood, overvoltage, accident, etc.) is prevented from honouring any of its obligations under this Contract or from honouring them within the term provided, SERIS Security shall not be liable for such non-performance or late performance for as long as such circumstances persist. However, if SERIS Security is unable to honour its obligations for a period of three (3) months, the Parties shall consult with a view to taking measures by mutual consent.

8. CLIENT'S OBLIGATION

- 8.1 The Client undertakes to comply vis-à-vis the SERIS Security's agents with the provisions set forth in the General Regulations for Labour Protection and the CODEX for health and safety at work and to offer the working conditions provided for by Joint Committee No. 317 for private security services.
- 8.2 The Client, on pain of inadmissibility, shall notify SERIS Security by registered letter within 72 hours of any incident or accident for which SERIS Security may be held responsible.
- 8.3 The Client shall also take all the necessary measures to allow access to its sites for SERIS Security inspectors assigned to the task of controlling the work of the security agents. At the request of the Client, SERIS Security shall communicate in a timely fashion the identity of these inspectors.
- 8.4 The Client agrees not to recruit any security agent from SERIS Security for the duration of the Contract and during the twelve (12) months following the end of the Contract. Failure to respect this provision shall be sanctioned strictly by the payment of automatic lump-sum compensation equal to

twelve (12) month's salary of the concerned worker, without prejudice to the right of SERIS Security to claim any higher compensation.

- 8.5 If an operation is rendered impossible by a decision or failure to act on the part of the Client (e.g. no access to the site where the operation must be performed or the communication of incorrect information), the programmed works shall be invoiced as if they had in fact been executed.
- 8.6 When surveillance cameras are used by the Client, the Client bears full responsibility for conformity to the provisions of the Law of 21 March 2007 regarding the installation and use of surveillance cameras (and its implementing decrees).

9. INVOICES, PENALTIES, AND INTEREST FOR LATE PAYMENT

- 9.1 Unless the Parties otherwise explicitly agree in writing, invoices are due and payable thirty (30) calendar days after the invoice date.
- 9.2 If the invoice is disputed, this must be done in writing within fifteen (15) calendar days from reception of the invoice, and otherwise the complaint will be inadmissible. The Client is bound to quote the date and number of the invoice in all its correspondence.
- 9.3 Each overdue invoice results automatically and without reminder in a debiting of delay interests of 8% on the owed sum, starting as from the date on which the invoice becomes due until such time as payment is effected in full.
- 9.4 In addition, any payment delay exceeding one (1) month shall result automatically and without notice in the invoiced amount being increased by 15% (with a minimum of €75.00) by way of lump sum compensation. Moreover, SERIS Security also reserves the right to claim additional compensation if the actual loss or damage sustained is higher than the lump sum compensation.
- 9.5 In the event of late payment, SERIS Security reserves the right to suspend the execution of Services, without prejudice to its right to terminate the Contract by registered letter, without judicial intervention and without notice. The suspension means in effect that SERIS Security shall be discharged of all responsibility towards the Client, and the Client shall not be able to claim compensation, reimbursement, or restitution in that regard. The amounts which shall be due during the period of the suspension are due to SERIS Security by way of restitution.
- 9.6 The Client agrees to receive invoices and documents related to the Contract digitally without prejudice to the right of SERIS Security to send invoices in paper form at any time. Any invoice sent digitally shall not be sent in paper form. The Client is responsible for filing invoices during the period prescribed by law.
- 9.7 If a purchase order number must be stated on an invoice, the Client must inform SERIS Security of it in writing within fifteen (15) calendar days after the date of acceptance of the offer. For each request to add a purchase order number that is received after this period, an administration fee of € 15.00 will be charged. In the latter case, the original payment term remains unchanged.

10. ADJUSTMENT OF PRICES

- 10.1 From the date of commencement of the Contract, prices for the services delivered by SERIS Security to the Client may be adjusted in accordance with the margins permitted by the Belgian Federal Ministry of Economic Affairs, according to the following formula:

$$VP_N = VP_{N-1} (1 + 0.9 \times X)$$

VP_N = new sale price

VP_{N-1} = previously applicable sale price

X = represents the percentage of all cost increases in connection with the Contract (e.g. indexation and/or others cost increases imposed within the scope of legal decisions or decisions taken in Joint Committee No. 317 for security services cf. collective labour agreements). These increases are applicable at 90% issuing from the formula with multiplier 0.9.

- 10.2 All additional expenses, duties, and taxes levied by the Federal Government or any other competent authority and all costs arising from amendment of the applicable regulations and legislations after the date of commencement of the Contract shall be borne by the Client.

11. INTEGRITY, ANTI-CORRUPTION AND CORPORATE IDENTITY

- 11.1 SERIS Security has an internal declaration of integrity and a Code of Conduct which shall be communicated on request. The financial solvency of SERIS Security can be verified at any time by means of the official channels.
- 11.2 In all their contractual and non-contractual relations and transactions the Parties agree to respect at all times all laws and regulations which prohibit, inhibit, or incriminate any illicit act and in particular any act which could be considered to be an act of corruption. The Parties agree to transfer these obligations to their employees, administrators, and managers, and they agree to make sure that all third parties involved in the implementation of the Contract also respect these obligations. Any offer, remuneration, payment, or benefit of any kind which constitutes or could constitute an illicit act or an act of corruption shall never be accepted or agreed, either directly or indirectly, within view of or in return for the assignment or implementation of the Contract. Without prejudice to penal sanctions, any act contravening the provisions contained in this article is reason enough to justify the immediate termination of the Contract by registered letter, without judicial intervention and without any compensation for the Party which has contravened the provisions of this article.
- 11.3 Each Party agrees not to jeopardise the reputation and corporate image of the other Party in the Contract, both during the implementation of the Contract and thereafter. This obligation also relates to any damage to the reputation, brand, concept, or the product forming the subject of the Contract.

12. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 12.1 The Party for which information is intended agrees to take all reasonable measures to preserve the confidential nature of all the information supplied by the communicating Party, both during the preparatory phase and during the implementation of the Contract, as well as after its expiry. This joint obligation relates to both information in material form (order forms, contracts and appendices, other documents, brochures, procedures, etc.) and intangible material (verbal, digital, audiovisual, etc.), as well as all personal data¹ and trade secrets². The duty of confidentiality provided for in this article shall not apply in each of the following cases if the information: a) was already legally in the possession of the Party for which it was intended before the communication of the information; b) is already available publicly at the time of the communication; c) is made public after its communication other than by means of an error on the part of the Party for which it was intended; d) is rendered accessible to the Party for which it was intended on a non-confidential basis, by a source other than the Party communicating the information; e) was independently developed by a Party without the use of confidential information from the communicating Party; f) if the Party communicating the information indicates in writing that the information has lost its confidential nature.

¹ According to the definition of Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (...), hereafter the "GDPR".

² According to the definition of Article 2.1 of the Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

- 12.2 SERIS Security S.A./N.V. (Telecomlaan 8, 1831 Diegem, Belgium) processes personal data in accordance with the aims and basic principles decreed in our 'Privacy notice', which can be found on our website www.seris.be. We always process personal data in accordance with the relevant personal data protection legislation. By consulting our 'Privacy notice', you will gain more information about the types of personal data which we can process as a Data controller as well as the period of retention of this data, the persons who can have access to it, and any transfers of personal data to third parties. Any concerned person ('data subject') has a right to access to his or her own personal data and to have it corrected by notification. Each data subject can also insist on the removal of his or her personal data in the cases listed in the law. In the event of a dispute relating to the handling of personal data, the data subject can demand a limitation in the processing of his or her personal data until the dispute is resolved. Finally, any data subject has the right to the portability of his or her personal data. At any time and without justification, anyone can object to the processing of his or her personal data for direct marketing purposes. Any person wishing to make use of these rights is requested to send an e-mail to ppo@seris.be with a copy attached of a document confirming his or her identity.
- 12.3 If in the performance of the Contract SERIS Security would be qualified regarding the Client as a "data processor" (within the meaning of the GDPR) then the relevant processing of personal data will take place in accordance with the provisions of the specific data processing agreement concluded by the Parties.

13. INTELLECTUAL PROPERTY

- 13.1 The implementation of Services or the delivery of Goods by SERIS Security does not involve any transfer of intellectual property rights. SERIS Security retains the right of ownership and authorship on all quotations, designs, offers, models, concepts, designs, software's, and other documents. However, the Client is authorized to use such materials for the purpose of the Contract. The Client may not communicate these materials to third parties without the prior written permission of SERIS Security.
- 13.2 The Client is strictly forbidden to disclose, duplicate, or exploit for commercial purposes any product for which SERIS Security has obtained an intellectual property right. This also applies to products for which SERIS Security has obtained a right of use.
- 13.3 Any intellectual property right arising during or ensuing from the implementation of the Contract belongs to SERIS Security.
- 13.4 Computer programs and other solutions delivered at the installation or which are supplied in order to guarantee the implementation of the works of the Contract remain the property of the maker. The Client receives solely a non-exclusive, temporary, and non-transferable right of use.
- 13.5 The failure to respect the provisions contained in this article 13 entails the payment of lump sum compensation by the Client of €15,000.00 without prejudice to the right of SERIS Security to claim additional compensation based on the damage actually suffered.

14. AMENDMENTS

Any amendments or supplements to the Contract must be made in writing. The Contract replaces all previous contracts, correspondence, offers, and other previous documents.

15. CAUSES FOR TERMINATION OF THE CONTRACT WITHOUT JUDICIAL INTERVENTION

- 15.1 SERIS Security is entitled to terminate the Contract by registered letter without judicial intervention, without compensation and without notice in the event the Client declares bankruptcy, is declared bankrupt, is dissolved or is liquidated.
- 15.2 SERIS Security also reserves the right to terminate the Contract by registered letter, without judicial intervention, without compensation and without notice: a) in full or for work not yet completed if the Client fails to pay an invoice that is not disputed in accordance with Article 9.2. In this case, the Client is bound to pay all due amounts immediately as well as all amounts which would normally have been invoiced until the normal expiry date of the Contract. b) If the Client's legal situation changes significantly.

16. LITIGATION AND APPLICABLE LAW

- 16.1 The Contract is governed solely by Belgian law.
- 16.2 In the event of litigation relating to the validity, interpretation, or implementation of the Contract, the Parties shall try first of all to resolve the dispute amicably, loyally, and in good faith.
- 16.3 If it proves impossible to reach an amicable settlement, only the law courts of Brussels shall be authorized to adjudicate on issues relating to the validity, interpretation, and implementation of the Contract.

17. QUALITY OF THE WORK

SERIS Security attaches great importance to the quality of its work delivered to the Client. Any complaint and/or dispute from the Client relating to work carried out by SERIS Security should be addressed in writing within 72 hours of the work at the latest.