



GENERAL TERMS AND CONDITIONS – MAINTENANCE

Company licensed by the Federal Public Service for Home Affairs for alarm systems.

1. PARTIES

These General Conditions shall apply between:

On the one hand:	SERIS Technology N.V./S.A. having its registered office at Kleine Mechelsebaan 52A, B-3200 Aarschot Gen.Tel: +32 (0)16 68 98 68 – Tel. After-sales service +32 (0)16 68 98 60 – Fax: +32 (0)16 68 98 69 With company number BE 0475 583 377 Security company accredited by the Federal Public Service for Home Affairs under number 20 1196 09
Hereinafter referred to as	'SERIS Technology'
And on the other hand:	the natural person or legal entity referred to as 'Client' in the Special terms and conditions of the Maintenance contract
Hereinafter referred to as	'the Client'

2. DEFINITIONS

- 2.1 **Maintenance contract:** All documents regulating the relations between the Parties with regard to the Maintenance of the Installation at the Client's premises, such as, but not limited to:
- the Special terms and conditions of the Maintenance contract (Form);
 - the General Conditions of the Maintenance contract and its appendices:
 - Appendix Maintenance formulas
 - Appendix Fire
 - Appendix CCTV
 - Appendix Intrusion
 - Appendix Software
 - Appendix Access
 - Appendix Video phone
 - Appendix Contact information
 - The General Sales Conditions of SERIS Technology
- 2.2 **Special Terms and Conditions of the Maintenance contract:** The data sheet which is signed by both Parties and which includes the Special Terms and Conditions of the Maintenance contract.
- 2.3 **General Terms and Conditions of the Maintenance contract:** The conditions as specified in this document.
- 2.4 **The General Sales Conditions:** The General Sales Conditions of SERIS Technology which apply to all contracts for the supply of goods and/or services and which can be consulted at any time through the search bar on the website www.seris.be.
- 2.5 **Maintenance:** The execution of works and/or supply of materials and/or services which form the subject of the Maintenance contract.
- 2.6 **Installation:** The system which has been installed at the Client's premises by SERIS Technology or by a third party and which forms the subject of the Maintenance.
- 2.7 **Party or Parties:** SERIS Technology or the Client separately or jointly.
- 2.8 **Force majeure:** Any circumstance beyond the reasonable control of one of the Parties which affects the possibility of the normal exercise of its obligations under the Maintenance contract and which could not reasonably have been foreseen and avoided. Force majeure includes, but is not limited to: fire, flood, lightning strike, war, an act of terrorism or terrorist threat, riots, trade embargo, government decisions, epidemics, natural disasters, biological or chemical contamination or nuclear risk.

3. SUBJECT

These General Terms and Conditions of the Maintenance contract regulate relations between Parties in the performance of Maintenance by SERIS Technology in order to keep the Installation at the Client's premises in a good state of operation. The chosen type of Maintenance, the Installation that is the subject of this Maintenance and the other specifications are determined in the Special Terms and Conditions of the Maintenance contract.

4. APPLICABLE DOCUMENTS

- 4.1 Only the Special Terms and Conditions of the Maintenance contract (Form), the General Terms and Conditions of the Maintenance contract and its appendices, the General Sales Conditions for the supply of goods and/or services from SERIS Technology, and all other terms and conditions of SERIS Technology apply to the Maintenance contract, to the exclusion of the general terms and conditions of the Client.
- 4.2 In the event of any conflict between stipulations, the aforementioned documents in this section have priority over documents mentioned later, and more specific stipulations have priority over more general stipulations. However, the Special terms and conditions of the Maintenance contract have priority over the General terms and conditions of the Maintenance contract unless the General terms and conditions of the Maintenance contract themselves exclude any divergence or contain legally binding stipulations from which there can be no divergence.

5. AUTHORISED POINTS OF CONTACT

The Parties indicate in the Special terms and conditions of the Maintenance contract each of the persons and their contact details who shall act as authorized points of contact. These shall be the only liaison officers who can communicate valid instructions, modifications, and suchlike to the other Party regarding (the execution of) the Maintenance contract.

6. DURATION

- 6.1 The duration and start date of the Maintenance contract are stipulated in the Special Terms and Conditions of the Maintenance contract.
- 6.2 Either of the two Parties shall be able to terminate the Maintenance contract by means of a registered letter sent to the other Party at least three (3) months before the renewal date.
- 6.3 If the Maintenance contract is not terminated, it shall subsequently be tacitly renewed under the same conditions and with the duration of one (1) year at a time, unless a different duration has been agreed in the Special Terms and Conditions of the Maintenance contract.
- 6.4 For consumers, as defined in section 1.1, 2° of the CEL (Code of Economic Law), the Maintenance contract can be terminated by registered letter at any time after the first tacit extension, without the payment of compensation for termination, but with due regard of a notice period of two (2) months.
- 6.5 In case the Client terminates the Maintenance contract prematurely, he must pay SERIS Technology a fee corresponding to the amount due for the remaining term of the relevant Maintenance contract. This provision applies without prejudice to SERIS Technology's right to claim higher compensation in view of the actual damage suffered.

7. MAINTENANCE FORMULAS

- 7.1 The selected maintenance formula is indicated in the Special Terms and Conditions of the Maintenance contract and is specified in the Appendix 'Maintenance formulas'.
- 7.2 Works which are outside the scope of the selected maintenance formula shall be invoiced separately and the price list for those services is included in the Special terms and conditions of the Maintenance contract. The price of any spare parts is the price in force at the time of the work.
- 7.3 Works are carried out as standard during normal working days i.e. Mondays to Fridays, from 8.00 a.m. to 5.00 p.m.
- 7.4 Are not regarded as working days:
 - Saturdays, Sundays and public holidays;
 - Days on which inclement weather (rain, forest, severe winds or continual snow) makes it impossible for a period of at least four (4) hours to do any Maintenance, provided that those conditions are confirmed by the RMI;
 - Days on which the Maintenance ceases or is impossible due to Force majeure;
 - Days on which the execution of the Maintenance is interrupted by order of the Client.

8. SPARE PARTS

- 8.1 If it emerges that it is no longer possible to supply a particular spare part, SERIS Technology will present a replacement spare part which is of at least the same technical quality as the original spare part and offers at least the same functional possibilities.
- 8.2 SERIS Technology points out to the Client the mandatory replacements of spare parts mentioned below to make sure that the installation continues to work properly and according to the regulations. If the Client chooses not to opt for those replacements, he or she indicates this in the Special Terms and Conditions of the Maintenance contract. In that case SERIS Technology refuses to accept any liability for any losses which can arise due to a failure to observe those requirements. This condition shall apply subject to any warranties applicable:
 - The mandatory and periodic replacement of the batteries, which the client is deemed to accept, at least once every three (3) years (according to Incert and legal stipulations) and at all events after a lengthy disruption to the sectoral supply;
 - The mandatory and periodic replacement of the detectors, at least once every five (5) years, which the client is deemed to accept explicitly regarding smoke alarms which are fitted inside a Bosec-certified Installation in accordance with the standard NBN S21.Replacement will take place as much as possible during the performance of Maintenance.

9. EXCLUSIONS

- 9.1 The following works are not covered by the Maintenance contract and are entirely at the expense of the Client:
 - Repairs of damage as a result of operating errors, incorrect use, negligence, damage caused by third parties or by the Client himself, network failures, attempted intrusion, acts of sabotage or vandalism, and all cases of Force majeure in general;
 - Repair of defects found on parts or devices not supplied or installed by SERIS Technology;
 - Repairs of breakdowns or failures as a result of changes to the features of the transmission lines of internet providers;
 - The cleaning of printers, PCs, keyboards, and computer hardware in general;
 - Changes to the programming at the Client's request;
 - The repainting or embellishment of the exterior aspect of appliances;
 - The addition or removal of parts which change the configuration, the place of installation, and/or the operation of the Installation;
 - The supply or replacement of accessories which are part of the carriers and software, moving parts such as hard drives and DVD/CD writers etc.;
 - The replacement of parts and material susceptible to wear and tear, namely items such as information carriers, ink ribbons, paper, and other computer equipment necessary for carrying out its maintenance work properly. The Client shall put these consumables at the disposal of SERIS Technology free of charge;
 - The installation, re-installation, relocation, extension or modification of the Installation;
 - Any possible tests by a recognized inspection agency;
 - Any additional software and the provision of additional training.
- 9.2 If such anomalies are discovered on the Installation that the Installation cannot be kept operational even partially or minimally and where the repair with replacement parts amounts to virtually or entirely the same thing as a new Installation, this repair shall, with the Client's approval, be regarded as the purchase of a new Installation.
- 9.3 SERIS Technology cannot be held responsible for any loss of information or data which is not copied. Loss of data means: lost information on the database of an alarm system, access control database, or information (e.g. images) on the hard drive of a digital recording appliance, etc. Any recovery of the lost information is outside the scope of this Maintenance contract and such work is always charged according to the applicable hourly rates.

10. WASTE AND STORAGE OF MATERIALS

SERIS Technology removes packaging material and waste free of charge. The Client shall be charged for the removal of ionic detectors/fire detectors, which shall be removed in the proper manner. SERIS Technology refers explicitly to the ISO 14001 certificate which it holds. The Client accepts that SERIS Technology processes and stores waste in the manner prescribed in accordance with this certificate. The Client also declares, if necessary, that he will co-operate as required and will respect the requirements set out in the ISO 14001 standard.

11. PRICES

- 11.1 All prices are VAT-exclusive, except for consumers as defined in section I.1, 2° CEL. All duties and taxes of any nature whatsoever, levied or yet to be levied by the competent authority, shall be borne by the Client.
- 11.2 The specifications and price quotations are based on the current values of wages, materials and fixed costs. If these change due to an external cause, SERIS Technology reserves the right to adjust its prices accordingly. These include (but are not limited to): the duties, taxes or costs imposed by the public authorities, such as for example an increase in the VAT rate in the period between the order and the delivery; the costs and charges imposed by the collective agreements binding SERIS Technology; the increases in social security charges and insurance premiums, etc.

ANNUAL FEE

- 11.3 The annual fee is stipulated in the Special Terms and Conditions of the Maintenance contract. This annual fee is payable by the Customer annually and directly in advance to SERIS Technology.
- 11.4 If, at the request of the Client, the composition or set-up of the Installation is changed, the annual fee shall be adjusted accordingly. This must be confirmed by the Parties in writing.

SEPARATE INVOICING

- 11.5 Costs which do not fall under the selected formula of the Maintenance contract, shall be invoiced separately and charged as followed:
- The technician's transportation expenses and labor costs, for each additional intervention that is not a part of the annual Maintenance, shall be charged in accordance with the price list in the Special terms and conditions of the Maintenance contract. Transportation expenses are paid in a lump sum. Labor costs are charged on an hourly basis from the time of arrival at the Client's premises, with a minimum of one (1) hour. After this first hour, the labor costs shall be calculated per fifteen (15) minutes, with each started fifteen (15) minutes being charged;
 - The price of spare parts is the current price when the work is carried out. By signing the Maintenance contract, the Client accepts that the technician from SERIS Technology can decide autonomously which parts to replace, unless the Client asks the technician explicitly for a quotation in advance;
 - If SERIS Technology has to use an elevating work platform or elevator for its activities, the Client must cover those costs. The price of this is agreed in the Special conditions of the Maintenance contract;
 - For each additional intervention that is not part of the annual Maintenance, fifteen (15) € shall be charged for small equipment used for this purpose;
 - In case of repetitive administrative requests or requests requiring additional administrative actions, an administrative fee will be charged.

12. INDEXATION

The prices are indexed on the expiry date of the Maintenance contract according to the following formula:

AGORIA

$P1 = P0 (0,2 + 0,8 (S1/S0))$ with :

P1 = the adjusted price

P0 = the price during the previous year

S1 = Agoria index of the average national salary (social security charges incl.) at the time of indexation

S0 = Agoria index of the average national salary (social security charges incl.) during the previous year

13. OBLIGATIONS OF THE CLIENT

- 13.1 The Client himself is obliged to regularly check the proper functioning of the Installation. He carries out regular user Maintenance such as taking backups, replacing printer ink, etc.
- 13.2 The Client must request the intervention of SERIS Technology as soon as necessary and as soon as a defect is detected. In the meantime he will take the appropriate conservation measures.
- 13.3 No modification to the operating or power supply system, nor any transfer of parts of the Installation may be carried out by Client without prior written notice to SERIS Technology. If the intervention of SERIS Technology should prove necessary afterwards, the related costs will be part of a separate invoice.
- 13.4 The Client is bound to inform SERIS Technology, and if necessary its insurer, of any change to or in a secured area, which may have an impact on the proper functioning and/or initial concept of the Installation.
- 13.5 The Client is obliged at all times to grant SERIS Technology free access to the Installation in order to allow it to fulfill its contractual obligations.
- 13.6 The Client takes the necessary measures so that the employees or agents of SERIS Technology can deliver the goods and/or services in safe and appropriate conditions in accordance with applicable laws and regulations.
- 13.7 During the execution of the maintenance works by a SERIS Technology technician, both during and outside normal working hours, the Client guarantees the presence of at least one representative/staff member to give the technician access to all parts of the Installation.
- 13.8 After carrying out the maintenance works, the SERIS Technology technician offers the (deputy/staff member of the) Client a work order, which is signed for approval by the latter. SERIS Technology assumes that all employees of the Customer can perform actions that fall within the scope of the Maintenance contract. By signing the work order, the Customer confirms that the work was carried out to the satisfaction and according to the Customer's instructions at that time. As soon as the SERIS Technology technician leaves, the Client is responsible for the

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daily maintenance as mentioned above.

13.9 If the Client has been supplied with a user manual, the Client himself must keep this manual with the Installation. If the Client loses the user manual, the Client will be charged a fee for the provision of a replacement user manual.

14. CAUSES FOR TERMINATION OF THE CONTRACT WITHOUT JUDICIAL INTERVENTION

- 14.1 Any injured Party has the right to terminate the Maintenance contract, subject to prior written notice of default, in the event of a serious breach of contract or repeated minor breaches of contract by the other Party, which shall not be remedied within thirty (30) calendar days of the notice of default, and this without compensation being due by the terminating Party.
- 14.2 SERIS Technology has the right to terminate the Contract at any time by registered letter without compensation, without judicial intervention and without prior notice in the following cases: (i) if the Client is in breach of any of its obligations under the Maintenance contract and thirty (30) calendar days after written notice of default, the Client still fails to fulfill such obligations; (ii) if the Client files a bankruptcy petition, is declared bankrupt, is dissolved or liquidated; (iii) if the Client fails to pay an undisputed invoice within fifteen (15) calendar days after written notice of default sent by SERIS Technology.

15. NULLITY – ADDITIONS

- 15.1 All additions, modifications, partial or complete deletions of the clauses in the Maintenance contract will only be valid if signed and dated by both Parties.
- 15.2 If one or more provisions of the Maintenance contract are invalid or unenforceable, the remaining provisions shall remain in force. The Parties will negotiate in good faith with a view to replacing the invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the Parties' original intent.

16. TRANSFER OF CONTRACT

- 16.1 SERIS Technology may transfer its rights and obligations to third parties, subject to the prior consent of the Client.
- 16.2 Each Party may, without the consent of the other Party, transfer the same rights and obligations to a successor or assignee of the entire or a substantial part of the business (whether by virtue of a share agreement, an agreement relating to the assets or otherwise). The Party making the transfer shall notify the other Party in writing of such transfer. The Party making the transfer and the third party to whom the transfer is made shall remain jointly and severally liable for compliance with the rights and obligations of the Maintenance contract.

17. LEGAL OBLIGATIONS

To the extent necessary and applicable, SERIS Technology will inform the Client of the provisions of the following specific regulations:

- Royal Decree of 25 April 2007 laying down the conditions for the installation, maintenance and use of alarm systems and the management of alarm centres, which can be consulted via the website https://ec.europa.eu/growth/tools-databases/tris/en/search/?trisaction=search_detail&year=2017&num=213 ;
- The requirements contained in the Act of 21 March 2007 on the installation and use of surveillance cameras;
- Fire: Bosc certified company. In case of a Bosc certified fire alarm system, a standard exchange of all smoke detectors must take place at least every five (5) years ;
- Intrusion: Incert certified company. For each Incert certified intrusion detection system, a standard exchange of all batteries must take place at least once every three (3) years, and certainly every four (4) years, as well as each time a defect in the batteries is detected. In addition, the regulation prescribes that if the user (being the Client) detects a malfunction or damage to a component of the intrusion detection system, he must inform the security company (being SERIS Technology) ;
- 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 and the Data Protection Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

The Client declares to be sufficiently informed and not to demand any further explanation from SERIS Technology.