

## 1. Scope of Application

1.1. These terms and conditions shall apply to installation, connection services, and repair and maintenance services (hereinafter referred to as "Services"). They apply to all present and future contractual relationships.

1.2. All Services are provided exclusively on the basis of these terms and conditions. Any terms and conditions contrary to or deviating from JCI's terms and conditions shall only apply if JCI has expressly agreed to them in writing. The following terms and conditions shall also apply if JCI performs the Services without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these terms and conditions.

1.3. Individual agreements with the customer always take precedence over these terms and conditions.

1.4. All agreements and ancillary agreements as well as all amendments must be made in writing. This also applies to the waiver of this written form requirement.

## 2. System Setup

2.1. Information on delivery periods and dates as well as installation dates are non-binding, unless they are expressly stated to be binding in writing. The aforementioned deadlines shall be extended accordingly as long as the prerequisites to be created by the customer for the installation of the system are not met.

2.2. The Customer shall, at its own expense, provide the telecommunications/transmission paths and power lines as well as climbing aids required for the installation of the system in a functional condition and maintain them during the entire term.

2.3. Prior to the commencement of work for the installation of the system, the customer shall inform JCI of the location of concealed power, gas, water or similar lines or installations.

2.4. The customer shall confirm delivery and installation of the system scope in writing after completion of the installation.

2.5. At the end of the contract term, the customer is obliged to return the equipment provided. The customer shall bear the costs of uninstalling the system.

2.6. The customer undertakes to treat the equipment made available to him with care and to include it in the business or household contents insurance.

2.7. If a defect in the equipment becomes apparent during the term of the contract, the customer shall immediately notify JCI thereof in writing. The same applies if a third party assumes a right to the equipment or if it is destroyed in whole or in part. If the customer fails to notify

JCI, he is obliged to compensate JCI for the resulting damage.

## 3. Switch-on

3.1. JCI shall take over the monitoring of the customer's hazard alarm system in the emergency call and service control center. All other services, in particular the persons to be notified by the customer, are specified in a separate alarm plan, which is part of this contract.

3.2. Monitoring of the customer's hazard alarm system will not begin until the customer's hazard alarm system is connected and JCI has received the alarm plan signed by the customer.

3.3. The transmission of messages from the customer's hazard detection system to JCI's emergency call and service control center is carried out via the customer's communication system. The telephone charges for the transmissions are to be borne by the customer.

3.4. JCI performs its activities independently with its personnel as vicarious agents. JCI is also entitled to make use of other approved and reliable companies in accordance with § 34a GewO to fulfill its obligations.

3.5. The customer is not authorized to issue instructions to JCI's employees. Communications from the customer to JCI are to be directed to the management or the authorized recipient designated by the management.

3.6. The customer shall indemnify JCI against costs and claims of third parties arising from or as a result of justified or incorrectly triggered technical messages and false alarms, insofar as these were not caused by JCI through gross negligence or intentionally.

## 4. Service

4.1. JCI provides the following maintenance services:

- Regular inspection/maintenance once within 24 months
- Telephone support in case of malfunction
- Repair if necessary

4.2. JCI undertakes to maintain the delivered and installed equipment during the entire term of the contract in a condition in which it is suitable for use in accordance with the contract. In this respect, JCI shall bear the material costs and the costs for travel to and from the site as well as the working time rendered. Material costs for the replacement of batteries and accumulators are to be borne by the customer. A free repair obligation does not exist, however, if the equipment is damaged directly or indirectly through the fault of the customer, e.g. through non-contractual use or unauthorized removal. Furthermore,

there shall be no obligation to repair free of charge if the equipment is damaged due to

- a. Interference with the installed equipment by persons not authorized by JCI,
- b. an accident (concussion, fall, short circuit, lightning, flood, etc.),
- c. Voltage change of the power and telephone supply or
- d. unusual changes in environmental conditions (temperature, humidity, dust).

In the aforementioned cases, the customer shall bear the repair costs, including the costs for travel to and from the site and working time, in accordance with JCI's price list valid at the time, unless the damage has been caused by gross neglect of JCI's maintenance obligation and JCI has failed to remedy the defects within a reasonable period of time despite written request by the customer.

4.3. JCI shall carry out the maintenance, i.e. the inspection and servicing as well as, if necessary, the repair of the hazard detection system specified in the security service contract as described below. The definitions according to DIN VDE 0833 and DIN 31051 as amended from time to time shall apply.

4.4. JCI provides its maintenance services through trained specialists equipped with standard testing equipment.

4.5. JCI's services are generally provided during JCI's normal business hours. For repairs outside of business hours, JCI maintains a permanently available emergency service, which will come to the site of operation immediately upon request. If the emergency service is used, the additional costs incurred shall be invoiced separately in accordance with JCI's currently valid charging rates.

4.6. During maintenance work, there may be interruptions in the operational readiness of the plant.

4.7. In the case of VdS-certified, attested hazard detection systems, the elimination of a malfunction will begin within 24 hours of receipt of written notification of the malfunction and will be completed within 36 hours.

## 5. Payment Terms/Price adjustments

5.1. The agreed fees are due in advance on the first of each month after completion of the installation and on the same day of each of the following months.

5.2. Payment shall be made by the customer's participation in the direct debit procedure in accordance with the authorization granted to JCI.

5.3. In the event that the customer has not given JCI a direct debit authorization or JCI cannot collect the agreed fee via the designated account (e.g. due to insufficient funds, revocation by the customer or similar), the invoice shall be due within 14 days after receipt of the invoice without deduction of a discount. Any costs incurred due to return debit notes shall be borne by the customer.

5.4. The acceptance of bills of exchange or other securities is excluded.

5.5. If the hazard detection system to be monitored is no longer required due to sale or other abandonment, JCI

is entitled to demand the agreed fees until the end of the term.

5.6. The calculation of the flat rate remuneration for inspection/maintenance and connection is based on the collective wage agreement for technical employees of the electrical trade valid at the time of conclusion of the contract. If these wage costs or the ancillary wage costs change according to the collective agreement or due to statutory provisions, JCI may demand a corresponding change in the remuneration from the customer. The same shall apply if the wage costs or ancillary wage costs decrease. A corresponding price adjustment is permissible at the earliest after expiry of the first year of the contract term. The customer shall be entitled to an extraordinary right of termination if the percentage increase of the prices by JCI is objectively unreasonable.

## 6. Credit check

6.1. JCI is entitled to obtain information from the Schutzgemeinschaft für allgemeine Kreditsicherung (SCHUFA) responsible for the customer's place of residence or company headquarters, which serves to protect against the granting of credit to persons unable to pay (so-called hard negative features, e.g. default summons applied for in the case of an undisputed claim, enforcement notice issued, enforcement measures), as well as information about data on the taking out and proper processing of loans (so-called positive data). JCI is entitled to terminate the contract without notice in the event of negative SCHUFA information. JCI may furthermore transmit such data of the customer from the present contractual relationship to SCHUFA. The respective data transfer shall only take place insofar as this is necessary to protect the legitimate interests of JCI, a contractual partner of SCHUFA or the general public and the customer's interests worthy of protection are not impaired thereby.

6.2. For this purpose, JCI is entitled to disclose the data provided by the customer in this contract to SCHUFA. The filling in of the fields provided for this purpose on the first page by the customer takes place on a purely voluntary basis, insofar as the information goes beyond the name and address of the customer.

## 7. Termination, Default of Payment

7.1. The contract may be terminated for a time prior to the end of the term only for good cause. The termination must be in writing. The contract is automatically extended for an indefinite period of time unless one of the contracting parties terminates the contract with a notice period of three (3) months before the expiry of the contract term. Within the extension period, either contracting party may terminate the contract at any time by giving three (3) months' written notice.

7.2. If the customer is in arrears with the payment of two or more monthly fees or with the payment of an amount corresponding to at least two monthly fees, JCI shall be entitled to discontinue the services until the arrears have been settled and to uninstall the system.

Furthermore, JCI is entitled to claim reasonable reminder fees, but at least EUR 15.00. Furthermore, JCI is entitled to terminate the contract without notice. JCI shall also have the right to terminate the contract without notice if the customer violates any other material contractual obligation or if judicial or extrajudicial proceedings are instituted against the customer's assets for the purpose of settling the customer's debts or if there is any other important reason.

7.3. In the event of termination without notice by JCI, the customer is obligated to compensate JCI for any damages incurred due to the premature termination of the contract. The claim for damages is due immediately. As compensation, JCI can claim 30% of the monthly fees that are still outstanding until the expiration of the term or until the next termination date according to clause 2 of this paragraph, without prejudice to the possibility of claiming a higher actual damage. The customer is at liberty to prove a lower damage.

## **8. Liability**

8.1. JCI is liable for intent, gross negligence, personal injury and damages under the ProdHaftG in accordance with the statutory provisions.

8.2. In case of other negligence, JCI shall only be liable for the typically foreseeable damage if the violation of a cardinal obligation is proven. A cardinal obligation is an obligation the fulfillment of which enables the proper execution of the contract in the first place and the compliance with which the contractual partner regularly relies on and may rely on.

8.3. The liability of JCI is limited to million euros.

8.4. JCI is not liable for indirect or consequential damages such as loss of profit, business interruption, loss of use, loss of production or damages resulting from loss of data.

8.5. Excluded in any case are claims for compensation for indirect and consequential damages, e.g. in case of non-functioning of the system, costs of the police or fire department as well as, if applicable, guarding subcontractors in case of danger reports, unless mandatory statutory provisions on liability for intent or gross negligence conflict with these limitations of liability.

8.6. The above stipulations do not constitute a change of the burden of proof to the detriment of the customer.

8.7. The service from JCI significantly reduces the risk of damage for the customer. However, JCI cannot guarantee that cases of damage (e.g. thefts, burglaries) will be avoided. The service therefore in no way replaces the conclusion of relevant insurance policies (against burglary, theft, business interruption, fire, water, electronic or comprehensive damage, etc.). JCI is therefore not liable for damages incurred by the customer as a result of not having taken out the aforementioned insurances.

8.8. Damage events that could result in liability claims against JCI are to be reported by the customer to JCI in writing without delay, at the latest, however, within 2 weeks after knowledge of the damaging event. If the

customer violates this obligation, he has to bear the resulting damage himself. Otherwise, liability claims shall expire unless they are asserted in court within six months after rejection by JCI or its liability insurance.

## **9. Offset by the customer**

The customer may only offset claims of JCI against undisputed or legally established claims.

## **10. Transfer of rights and obligations, Subcontractors**

JCI is entitled to transfer the contract as a whole or individual rights and obligations from this contract to the company affiliated with JCI. The customer agrees to such a transfer already today. JCI is also entitled to use third parties for the fulfillment of its own performance obligations.

## **11. Compliance with export control regulations**

11.1. The customer has to comply with the applicable international export and/or embargo regulations, in particular the applicable German, EU and US regulations. We reserve the right to terminate or withdraw from the contract if it becomes apparent that the customer or the end user of our services is a person or entity listed under German, US, European, and/or international export or embargo regulations or that the delivery is intended for a country to which delivery is prohibited under these regulations. The customer undertakes to inform us in due time if our deliveries are to be passed on to an end user or transferred to such country and if this could violate the afore mentioned regulations.

11.2. The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The customer shall undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers. Any violation of this clause shall constitute a material breach of an essential element of this Agreement, and we shall be entitled to all appropriate remedies, including, but not limited to, termination of the Agreement. The customer shall immediately inform us about any problems in applying the requirements of this clause, including any relevant activities by third parties that could frustrate the purpose of this clause. Upon request, the customer shall make available to us any and all requested information concerning compliance with the obligations under this clause within two weeks of such request.

## **12. Software License Agreement**

Prior to the delivery of application software separately designated in the offer, the conclusion of an additional separate written software license agreement between the customer and JCI is required, the terms of which shall then apply in addition. Without such a license agreement, the

customer is not entitled to use any delivered application software.

### **13. Confidentiality, Intellectual Property Rights**

13.1. Drawings, technical descriptions, operating instructions, cost estimates and other documents are recognized by the customer as trade secrets of JCI and are treated confidentially. They may not be copied, reproduced or made available to third parties - in particular for the purpose of requesting a quotation - without the express written consent of JCI.

13.2. The customer shall inform JCI without undue delay of any alleged infringements of Intellectual Property Rights and - at JCI's request - shall, upon express request, allow JCI to conduct any litigation or - if this is not possible - shall at least involve JCI in the conduct of any litigation in such a way that JCI is fully informed and has a say in all decisions affecting JCI, even if only indirectly.

13.3. In the event of an infringement of property rights, JCI shall be entitled, at its own discretion, to obtain a property right for the product concerned, to modify it in such a way that the property right is no longer infringed or to replace it with a similar product. If this is not possible for JCI under reasonable conditions or within a reasonable period of time, the customer shall be entitled to the statutory rights of rescission or reduction of the purchase price, provided that the customer has enabled JCI to carry out a modification. Under the aforementioned conditions JCI may also withdraw from the contract.

13.4. Claims of the customer are excluded insofar as he is (partly) responsible for the infringement of property rights or he has not informed JCI in a reasonable manner of impending or known infringements of property rights and has not supported JCI in a reasonable manner in the defense against claims of third parties.

13.5. Claims of the customer are furthermore excluded if the (alleged) infringement of the property right follows from the use in combination with other goods not originating from JCI or an affiliated company or if the goods are used in a way that JCI could not foresee.

13.6. JCI's obligation to pay damages in the event of culpable infringement of industrial property rights or copyrights shall be governed by Clause 8.

13.7. Further claims or claims of the customer other than those regulated here due to the infringement of property rights are excluded.

### **14. Data Privacy**

14.1. Johnson Controls as controller: We collect, process and transfer certain personal data of the Buyer and its personnel in connection with the business relationship between the Buyer and us (e.g., names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Policy located at <https://www.johnsoncontrols.com/privacy>. The Buyer acknowledges Johnson Controls' Privacy Policy and consents to the collection, processing and transfer as may be mandatorily required by applicable law. To the extent consent by the Buyer's personnel to such collection, processing and transfer by Johnson Controls is mandatorily required by applicable law, the Buyer warrants that it has obtained such consent.

14.2. Johnson Controls as processor: If JCI is in fact acting as a processor of Personal Data (as defined therein) on behalf of the Buyer, the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) will apply.

### **15. Miscellaneous**

15.1. If the customer is a merchant, Ratingen is agreed as the exclusive place of jurisdiction.

15.2. The legal relations between the contracting parties shall be governed exclusively by the laws of the Federal Republic of Germany.

15.3. No amendments or additions to this agreement have been made.

15.4. Changes, in particular the termination of this contract, must be made in writing. Transmission by fax shall be sufficient for compliance with the written form requirement, unless expressly agreed otherwise.

15.5. Should one of the provisions of this contract be or become invalid, this shall not affect the validity of the rest of the contract. The invalid provision shall be replaced by a valid provision that comes as close as possible to the intention of the contracting parties and the economic purpose of the contract.

15.6. In the event of any inconsistency between the German and English versions of these terms and conditions, the German version shall be controlling.