

1. Scope

These terms and conditions (the "terms") constitute an integral part of the agreement (the contract) between client and contractor and have valid, unless the parties agree in writing otherwise.

The "terms" apply to the following services:

- Safety advice (such as safety planning, creation of security concepts)
- Property protection (for example security service, guards, fire guards, dog handlers, site monitoring, museum and park surveillance, guard for fairs, night porter service)
- Plant protection (for example security service, traffic security service, vehicle, goods and people screening, risk and environmental protection, protection against vandalism and industrial espionage)
- Service and security service (for example reception services, information hostesses, conference protection, doormen, court control)
- Area patrols (for example object control, blocking and switching services, radio car driver)
- Emergency control centre, alarm and emergency call centre (for example alarm operational control, monitoring of technical building equipment, alarm systems, fire alarm systems, heating control, climate control, information service centre, day and night dispatching, key deposits and delivery, key fund centre, value and data storage)
- Alarm monitoring (for example alarm plans, alarm driver, alarm forces, unlock and intervention services)
- Traffic security services (for example traffic control service, traffic control, road and train security guards, parking enforcement, toll enforcement, ticket control service, railway accompany)
- Security transport (for example transport of data, money and valuables, value and courier services, special transportation accompanies pilotage)
- Detective services (such as escort, personal protection, body guards, store detectives)
- Special services (for example fire brigade, fire safety officers, embassy services, inspectors, bag checks, messenger services, transportation services, event management and service)
- Personnel services (such as garages and caretakers, domestic workers, warehouse workers, building services, staff to mail handling, telephone operators, drivers, messengers)
- Security Technology (for example alarm systems engineering, alarm installation, alarm transmission systems, telemetry systems, video surveillance systems, image transmission, vehicle monitoring, vehicle and personal tracking, transport control)
- Elevator Safety (for example reception of elevator emergency calls, elevator remote monitoring, elevator emergency systems, lift maintenance, lift maintenance replacement, operating controls, to rescue persons trapped in elevators, emergency intervention, care of lifts)
- security for seniors (for example home and mobile emergency systems and follow-up services such as emergency management, emergency call routing, emergency services, key deposits and delivery, phone counselling and placement services, mutual agreement, alarm and memo services, home care, drug delivery)

2. General

Emergency control centre

The headquarter ("Emergency control centre - ECC") of the contractor is to receive **safety alerts** (such as burglary, robbery, sabotage, fire), **technical reports** (such as power failure, gas or water leakage, switching from alarm systems, operating conditions of heating and air conditioning), **personal emergency** (for example from elevators) and **video images** of certain facilities and is operated 24 hours by performance or procurement agents of the contractor. The contractor agrees to keep its operations in the emergency control centre equipped with all reasonable means restriction.

Due to the project area with emergency devices, the nature of the emergency calls (for example SOS, robbery) and the increased security requirements of **the clients are referred specifically to the high-security aspect**. Depending on the individual services and requirements of the client, the contractor provides agreement on the specific number of services in the areas of communication, safety and service.

Alarm, fire alarm, video systems and other technical facilities and transmission systems

For the construction or acquisition (purchase or lease), installation and maintenance of the client required or existing systems such as alarms, fire alarms, video systems and other technical equipment, including the alarm transmission equipment, the client is solely responsible and the contractor shall not be liable. The cost of installation, make the connection to the emergency control centre of the contractor and officially ordered, or of any necessary changes in the future, shall be borne by the customer. This also applies to changes in equipment and ongoing operation of these technical facilities.

Test alarms (test calls)

In cooperation between contractor and customer the first test alarm is set. This is used for detailed technical review of the alarm sequence - via alarm transmission - to the alarm receiving at the emergency control centre. Both parties are entitled to sample trigger alarms during the contract period to check the efficiency of the alarm system. A precise date for such determination is a prerequisite for test alarms. A true alarm is excluded and exempts the contractor from any alarm persecution modalities. The cost of false alarms and unannounced test alarms are carried by the client himself.

Personnel

The personnel of the contractor are equipped with uniforms and have to show the client, his employees and institutions of the police their ID required (identity card). Employed to fulfill contractual obligations personnel may not be used by the client to any agreement other than the proper services. The liability of the contractor holds in any case only on the size of contracts, according to special instructions, specifications, and use of alarm or emergency call plan.

Service execution performance

For the service execution performance, which the order is based, special instructions, specifications and alarm or emergency call plan is solely between the parties in writing specified. Unless unforeseen emergencies occur in the area patrols, can be waived by the planned tours or control points (volumes).

Keys

The keys to performance the duties required, will be available free of charge by the client at the start of the contract. Useless keys can be compensated by the client. For lost keys by the staff of the contractor, the contractor is liable under section 12.

Lounge

The Customer ensures an appropriate lounge for free with the necessary equipment, lighting, heating and sanitary facilities available. That is not necessary for services such as: security consulting, service area and services of the emergency control centre.

Signage / stickers

From the start of contract - as far as no contrary wishes of the customer - the usual signs or stickers are installed. The signs remain the property of the contractor and will be removed - without any guarantee for any damage – by him, when the job is completed again.

Privacy Policy

The client gives its approval revocable, that all his personal data and data known to be under this contract, are processed automatically and will be given only within the group, to cooperation partners and supporting bodies. The contractor, its performance or procurement agents undertake to have neither data nor give information on technical equipment of the customer to unauthorized persons. The telephone number of connection to the emergency control centre of the contractor, and details of the alarm sequence shall be kept by the client and his staff secret and under wraps.

Interruption of service

In cases of force majeure such as natural hazards, civil unrest, strikes, lockouts, public terror, epidemic diseases and in the case of other inevitable events, the contractor may interrupt, correspondingly modify or discontinue contractual obligations, if their execution is impossible - even for organizational reasons. In such cases the client may not claim for damages against the contractor, but is not obligated to pay for a period of utter disruption of the service, the agreed payment.

3. Offers and contract documents

From the contractor-prepared tenders, security projects and documents submitted in fulfilment of contracts as well as drawings, plans and descriptions are the intellectual property, and may not be reproduced or disclosed to third parties, without his consent.

4. Start of contract, contract modifications

The order starts after a written order by the client and concluded validly written consent of the contractor. Oral agreements are invalid and need to be in written form. The commissioning - the start for the connection of alarm transmission systems to the emergency control centre of the contractor - is to establish the proper functioning of all alarm systems and equipment by the first alarm test (test call).

Order confirmation, special instructions, specifications and specific scope of services, alarm or emergency call plan and terms are integral parts of the respective contract between the parties. In case of contradictions of the five parts it applies in the following order:

- order confirmation or offer confirmed in writing (order)
- special instructions
- specifications and specific scope of services
- alarm or emergency call plan (understandings, operational requirements and their sequence)
- terms and conditions

The client is liable for the accuracy and completeness of the contents of the special instructions, specifications, and the alarm or emergency call plan. He always has to give all relevant information for order fulfilment to the contractor without delay. Changes to the address of the client, he has to give the contractor without delay. Pending receipt of such declaration by the contractor, documents are received as if they are released to the original address.

Subsequent changes and amendments to the order shall be invalid unless the written agreement between the parties.

5. Duration of the agreement

The contract will last for a term of 3 years, provided that the parties do not otherwise agree in writing. If the contract will not be terminated later than 3 months before the expiry of the contract period by registered letter from one party, then the contract period is extended for another year.

6. Prices

The client pays for the goods and services the agreed prices in the order confirmation. Possibly during a round not operated control points, not entitle the customer to reduce the agreed price. The cost of alarm operations, resulting from the contractor's instructions (for example police, fire fighters, operations of other support staff) are covered by the client in full.

For necessary services in imminent danger and for the client urgently ordered, additional or changed services available - in the originally agreed contract price does not cover - no prior notice necessary of the additional costs from the contractor, there is a claim by the contractor to an equitable remuneration or fair compensation for the additional time spent working.

The contractor is entitled to adjust the salary to those percentage and at that point, which is determined by the Independent Arbitration Commission at the Federal Ministry of Economics, Family and Youth or by an in lieu of facility. In case of dispute the parties agree to submit themselves to the process at the Independent Arbitration Commission at the Federal Ministry of Economics, Family and Youth.

7. billing

The bills are generated in retrospect.

8. Payment

The invoice is payable within eight days of the issue in full. The client is not entitled to counter claims that were not legally established or acknowledged by the contractor in writing. Several clients and all members of a partnership under civil law are liable for all transactions with the contractor.

If the customer is in default on its payment obligation, the contractor is entitled, after fruitless expiry of a reasonable, but no more than 8-day grace period, from the order. If opened on the customer's assets, insolvency proceedings or bankruptcy petition was dismissed due to lack of funds, the contractor shall, without a grace period resign the agreement immediately.

In late payment charge interest at the rate of 8% above the applicable base rate, it is free to the contractor, to capitalize interest. In the case of initiation of legal proceedings because of delay in payment, settlement or bankruptcy, etc., all claims become due immediately.

9. Collection expenses

In the event of default, the client undertakes the operation costs of the "Credit Protection Association of 1870 " according to the Federal Minister for Economy, Family and Youth on the maximum rates of collection agencies due compensation Gazette no. 141/1996 to be paid in the respective valid version.

10. Retention of title

By the contractor delivered goods are owned by the contractor until all claims arising from the delivery (invoice amount plus any interest and other costs) are paid. In case of default, the contractor is entitled to collect the goods and to withdraw from the contract. For all returned goods, the contractor is entitled to charge reasonable shipping and handling costs.

11. Complaints

Complaints that are against the manner of implementation of the service or other irregularities are need to be reported to the contractor immediately in writing, so that he can remedy the situation in a very short period - at the latest within 1 week. When not reported in time, rights under such complaints can not be claimed.

12. Liability

The contractor is liable for damage caused by him or his performance or procurement agents to carry out the order, and to the extent of these damages will be covered by the contractor completed liability insurance, the "General Conditions" of liability insurance (AHVB) underlying.

The contractor is liable to a maximum of EUR 1.450.000,- for each killed, wounded or in their health injured person or if by the same event more than one person killed, wounded or in their health injured person and for the damage of other, physical objects - regardless of the number of victims - and up to a maximum of EUR 44.000, - for each incident case of burglary or theft. A burglary or theft is only this which is reported to the police. When property is damaged, the contractor is liable for the replacement value, but not for the market value at the time of the loss event.

The contractor is only liable for gross negligence or willful misconduct. The Customer undertakes to introduce the contractor as additional insured in his existing property and business interruption insurance.

Does the contractor under the contract other non-industry services, such as operation and maintenance of technical equipment, the liability for negligence of the contractor and its subcontractors in the execution of these services is also excluded. For claims of third parties, the contractor assumes no liability.

As far as a business interruption insurance of the client existing at the same time of the damage to property - covering the same risk - these will not require the liability of the contractor.

The contractor is entitled to terminate the contract in case of rejection or the expiry of the insurance coverage to early without notice.

The statement and proof for the negligence of the contractor and its agents with the customer.

The contractor is not liable for burglary or theft, for services of the emergency control centre and alarm monitoring.

13. Disclaimers

For other than in section 12 stated the contractor is not liable.

The liability is void if the incident is not immediately on the one hand, knowledge of the contractor and the security authorities announced the other hand, the detailed claim for compensation to the contractor will not be immediately brought to the attention of a registered letter.

The liability claim goes further, if not claimed within 3 months of rejection by the contractor or his insurance claim before the competent court. For any further damage such as loss of income, losses from business interruption, etc. will not be replaced.

The Contractor is not liable for indirect damages (for example loss of income, loss of production, loss of market share and pure economic loss).

For claims of third parties, the Contractor assumes no liability, regardless of whether such claims by the injured party lodged directly with the contractor, or in the course of recourse by the client are brought to the contractor. All damages in connection with war, terrorist attacks in cases of force majeure are excluded from liability.

The Contractor shall not be liable a) for the loss or destruction of cash, securities, savings and deposit books, and b) for loss of or damage to valuables, like jewellery, precious stones, works of art, collections, etc., and objects owned by the employee of the client, unless these are explicitly included in the order and will be stored properly to insurance law principles.

The contractor is not liable for the consequences of incorrect, delayed or omitted alarm transmission if these expenses, despite due diligence yet concluded. In particular, claims for damages for failure to appear or failure to timely publication of the forces to be requested, such as police, fire brigade or the other assistants, to the contractor and its fulfilment and procurement agents are excluded.

14. Succession, relocation

In case of the sale, rental or lease of the property included in the contract, the client is obliged to retain rights and obligations under this order to his successor. Relocation or relocation of the client, the performance - taking account of the changed local conditions - transferred to the new location in order to continue the services.

15. Commercial Policy

The customer may not employ staff to fulfill contractual obligations during the contract period and one year after, not even for security purposes, employed or introduced by the contractor. The client will also prevent third parties, during this period to employ such persons for the provision of services to him. In case of violation of this agreement point the client is obliged to pay 10 times the amount of last month's pay as a penalty charged to the contractor.

16. Jurisdiction

The place of performance and jurisdiction is, unless otherwise agreed by the parties in writing, the competent court in Vienna, 1 District.