

SERIS SECURITY: TERMS AND CONDITIONS

1. Applicability of these general terms and conditions

These general conditions apply to the Supply of Goods and/or Services by SERIS Security NV (hereinafter referred to as "SERIS Security"), with registered office at B-1831 Diegem, Telecomlaan 8 (tel. 02/745.37.11, e-mail address: information.security@seris.be), company number BE 0404.770.607, to a company (hereinafter referred to as "the Customer") which has entered into a Contract with SERIS Security NV for that purpose. SERIS Security is licensed by the Federal Public Service Home Affairs as a security company and as an alarm system company.

By signing the Contract, the Customer acknowledges having read and accepting these general terms and conditions. Only the general and/or special conditions of SERIS Security apply, to the exclusion of the general and/or special conditions of the Customer. Deviations, to the extent permitted by law, do not apply unless otherwise agreed in writing. In case of contradiction between the provisions of the sales contract and the general and/or special terms and conditions of SERIS Security, the provisions of the sales contract shall prevail. If any provision of these general conditions is declared invalid, such invalidity shall not affect the validity of the other provisions.

2. Definitions

- 2.1 **Contract:** refers to these terms and conditions, the sales contract and all attachments.
- 2.2 **Customer:** "the company" according to Art. I.1, 1° of the Economic Code that has entered into a Contract with SERIS Security for the Supply of Goods and/or Services.
- 2.3 **Party:** refers to each party to the Contract individually (SERIS Security or the Customer) or collectively to "the Parties".
- 2.4 **Goods:** (im)tangible movable goods that can be an inseparable part of a performance of Services of guarding.
- 2.5 **Services means** the performance of work, whether or not alternatively accompanied by the delivery of Goods necessary for the performance of the services.
- 2.6 **Delivery of Goods:** the physical provision of the Goods to the Customer.
- 2.7 **Delivery of Services:** the moment when the Customer accepts the Services performed. Acceptance is evidenced by the signed receipt or signed work order. The first document produced shall constitute acceptance. Failing that, acceptance is obtained after the expiration of eight (8) calendar days from the day of performance without written notice from the Customer that he does not accept the Services performed.

3. Quotations and cancellation of orders

- 3.1 All quotations and offers are purely indicative unless they state a period of validity. As long as the Customer has not accepted a quotation or offer, they have a purely informative value and SERIS Security may withdraw or modify them at any time.
- 3.2 All prices in any quotation or quote are exclusive of VAT, unless expressly stated otherwise.
- 3.3 Quotes and quotations are based solely on the information provided by the Customer. The Customer is responsible for checking that information and checking with his insurer for any requirements. SERIS Security cannot be held liable for damages of any kind resulting from the communication of incorrect and/or incomplete information by the Customer.
- 3.4 In case the Customer cancels an order, the Customer must pay a fixed compensation of 15% of the amount of the order.

4. Deliveries, receipt, warranties and transfer of ownership and risk

- 4.1 Delivery times are purely indicative and do not bind SERIS Security, unless expressly agreed otherwise in writing. SERIS Security cannot be held responsible in case of exceeding these deadlines. Exceeding the deadlines can also not be a reason to terminate the Contract.
- 4.2 The Customer must immediately receive and inspect the delivered Goods. Defects in Goods delivered and complaints will only be accepted if submitted by registered letter within eight (8) calendar days of Delivery. Complaints must

- reach SERIS Security in any case before the Goods in question are used. During the handling of complaints, Goods may also not be used. If SERIS Security does not receive a complaint within this eight (8) day period, it means that the Customer fully accepts all performance and that the Customer declares that visible defects are covered.
- 4.3 The warranty against hidden defects (manufacturing defects, defects in raw materials, installation defects) does not exceed that of SERIS Security's suppliers and in no case is valid for more than one (1) year after Delivery. The Customer must notify SERIS Security within two (2) months of identifying a defect. After that period, any right to repair or replacement expires. Defects that become apparent more than six (6) months after Delivery shall not be deemed to have been present at the time of Delivery unless the Customer proves otherwise. The repair or replacement carried out under these provisions only has the effect of suspending (and therefore never extending) the original warranty period. The warranty only applies if the Customer proves that the defects occur under normal conditions of use. These exclude the effects of force majeure, abnormal use, aggravation of the situation due to negligence and all other external causes (manipulation by third parties, water damage, lightning, overvoltage, etc.).
 - 4.4 The Goods will be transported at the Customer's risk and transportation costs will be borne by the Customer, unless otherwise specified in writing.
 - 4.5 Risk is transferred from SERIS Security to the Customer at the conclusion of the Contract. The Customer then bears the risk of loss, damage and theft. Storage of the Goods pending delivery and shipment are at the Customer's risk.
 - 4.6 The transfer of ownership from SERIS Security to the Customer shall take place upon full payment of the amount of the principal, costs and interest included.
 - 4.7 The Goods delivered 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 may reclaim the Goods delivered at any time. In case the Customer further sells the Goods, SERIS Security is entitled to the purchase price or the claim for payment of the purchase price. In case the Customer makes the delivered Goods immovable by incorporation, SERIS Security's retention of title shall remain unaffected, provided that the retention of title is registered in the pledge register. The mixing of the delivered fungible Goods shall not affect the retention of title.
 - 4.8 If the Customer, without justifiable reason, does not collect the Goods/Services on the date communicated to him or if he refuses to take delivery of them, SERIS Security reserves the right, after the expiration of a period of fifteen (15) calendar days, to consider the Contract terminated without judicial intervention, without prior notice and without prejudice to his right to claim additional compensation (storage costs, transportation costs, etc.).
 - 4.9 The Customer must ensure that SERIS Security delivers the Goods/Services in a normal manner, at the scheduled location and on can perform the agreed date. In particular, he must ensure that the place of delivery is accessible, that the equipment necessary to unload the Goods or to provide the Services is available and that there are sufficient free parking spaces. If these conditions are not met, the Customer must reimburse all damages, including waiting hours and parking fees or fines incurred by SERIS Security.

5. Duration, suspension and termination of the contract

- 5.1 Unless the Parties expressly provide otherwise herein in writing, the Contract shall be entered into for a period of three (3) years.
- 5.2 At the end of each term, the Contract shall be automatically renewed for the same period unless either Party terminates the Contract by registered letter sent at least six (6) months prior to the expiration of the Contract term.
- 5.3 In the event that the Customer does not terminate the Contract early in accordance with Article 5.2, he must pay SERIS Security compensation equivalent to the amount due for the remaining term of the relevant Contract. This provision shall apply without prejudice to SERIS Security's right to claim higher compensation in view of the actual damages suffered.
- 5.4 SERIS Security may suspend performance of the Contract when any of the following events increase the risks the Contract is supposed to mitigate: war, unrest, riot, fire, accident, strike, lockout, attack, terrorist threat, government or governmental decisions, etc.
- 5.5 The number of performance hours shall be determined in the performance program described in the Contract. The Customer may reduce these hours only in response to a contractual due date and provided that he gives notice by registered letter at least three (3) months before the due date. SERIS Security must always confirm its agreement in writing. In the event of a reduction in services where the conditions set out in this article are not met, SERIS Security is entitled to demand compensatory compensation equal to the value of the reduced services.
- 5.6 The Customer pays the on-site training and filing fees at the start of a Contract.
- 5.7 If circumstances, independent of the will of the Parties, would make SERIS Security's performance very difficult or significantly delay it, the Parties undertake to renegotiate the terms of the Contract.

6. Seris security personnel and subcontracting

- 6.1 In accordance with Art. 50 of the Law of October 2, 2017 regulating private and special security, SERIS Security wishes to draw the Customer's attention to the fact that private security officers may not intervene in a political or labor dispute. They can perform guarding activities in these circumstances as long as there is no contact between the private security officers and persons engaged in political or union activities. Private security officers and companies are also prohibited from monitoring political, philosophical, religious or trade union beliefs or membership in a sickness union, and the expression of those beliefs or membership, as well as creating or feeding databases for that purpose.
- 6.2 SERIS Security reserves the right to change at any time the employees it has assigned for the performance of the Contract. The Customer may request SERIS Security to replace any SERIS Security personnel assigned to perform the Contract, but the final decision rests entirely with SERIS Security. Personnel changes must be requested in writing to SERIS Security. These requests must be adequately and transparently justified.
- 6.3 SERIS Security personnel or appointees are not contractually bound to the Customer and remain solely subject to the authority of SERIS Security. SERIS Security designates a person in charge, a member of the managerial staff, whom the Customer may contact at any time for the best performance of the Contract.
- 6.4 As a general rule, instructions to SERIS Security employees must always be given by a member of SERIS Security's management staff. Nevertheless, the Customer may give instructions to employees of SERIS Security regarding the well-being at work at the Customer's site and the practical use of the tools and systems provided by the Customer (e.g., a database or a telephone system). This right of the Customer to give instructions cannot in any way affect SERIS Security's employer authority.
The Customer undertakes not to ask SERIS Security's agents to perform tasks prohibited by law (in particular by the Law of October 2, 2017 regulating private and special security and its implementing decrees). If the Customer asks SERIS Security's agents to perform tasks other than those stipulated in the Contract, it may not claim compensation from SERIS Security for any possible damages that may result from them.
- 6.5 SERIS Security reserves the right to use subcontractors for the performance of the Contract. Subject to the application of Article 7 of these General Conditions of Sale, SERIS Security is responsible for these subcontractors.

7. Liability and insurance

- 7.1 All obligations of SERIS Security arising under this Contract are best efforts obligations, except with respect to deliveries of Goods for which SERIS Security assumes an obligation of result.
- 7.2 SERIS Security's civil liability to the Customer is limited (except for statutory exceptions) to an amount not exceeding five (5) times the annual value of the Contract, not to exceed €3,500,000.00 per claim and per year, for bodily injury, property damage and professional liability. SERIS Security will ensure that it is adequately insured at all times. That amount shall not include indirect or consequential damages such as, but not limited to, loss of sales, loss of profits, total cost of business interruption, etc.
- 7.3 SERIS Security shall in no case indemnify the Customer if it is sued under Art. 544 of the Civil Code.
- 7.4 SERIS Security is relieved of its obligation to compensate if the damage results from improper handling, improper use or negligence by the Customer, damage caused by third parties or by the Customer himself, damage caused by repairs by third parties or by the Customer himself to Goods delivered and/or installed by SERIS Security. Repair of the aforementioned damages is the responsibility of the Customer.
- 7.5 If SERIS Security is prevented from (timely) fulfilling any of its obligations under this Contract by reason of force majeure or circumstances beyond its control (such as, but not limited to, strike, lockout, war, terrorist actions or terrorist threats, governmental or governmental decisions, fire, flood, surge, accident, etc.), SERIS Security shall not be liable for the non-performance or delay incurred while such circumstances continue.
However, if SERIS Security cannot fulfill its obligations for a period of three (3) months, the Parties will consult together in order to take measures by mutual agreement.

8. Customer commitments

- 8.1 The Customer undertakes to comply with the regulations of the General Regulations on Labor Protection and the Codex on Welfare at Work, as well as to provide the working conditions provided by Joint Committee No. 317 for security guards, vis-à-vis the SERIS Security guards.

- 8.2 In the event of any incident or accident for which SERIS Security could be held responsible, the Customer must, under penalty of forfeiture, notify SERIS Security within 72 hours by registered letter.
- 8.3 The Customer must also take all measures to allow SERIS Security inspectors in charge of checking the work of security guards access to its sites. At the Customer's request, SERIS Security shall communicate the identity of these inspectors in a timely manner.
- 8.4 The Customer undertakes not to hire SERIS Security's security agent during the term of the Contract, as well as for a period of twelve (12) months following the end of the Contract. Infringements of this provision shall automatically result in the payment of liquidated damages equivalent to twelve (12) months' salary of the security guard concerned, without prejudice to SERIS Security's right to claim higher compensation, if any.
- 8.5 When an intervention becomes impossible due to a decision or negligence of the Customer (for example: the impossibility to access the place where the performance is to be delivered or the communication of incorrect information), the programmed performances will be charged as if they had been performed.
- 8.6 Where the Customer uses surveillance cameras, the responsibility for compliance with the provisions of the Act of March 21, 2007 regulating the installation and use of surveillance cameras (and its implementing decrees) rests entirely with the Customer.

9. Invoices, fine and interest for delay

- 9.1 Invoices are payable thirty (30) calendar days after invoice date, unless otherwise expressly agreed upon in writing between the Parties.
- 9.2 Disputes of invoices must be made in writing, within fifteen (15) calendar days of receipt of the invoice, under penalty of inadmissibility. The Customer must indicate the date and invoice number in all its communications.
- 9.3 Any late payment of an invoice shall automatically and without notice of default result in the payment of an interest of 8% on the amount due, from the date the invoice is due and until payment in full.
- 9.4 In addition, for any delay of more than one (1) month, the amount of the invoice shall be increased by right and without notice by 15% (with a minimum of €75.00) as liquidated damages. In addition, SERIS Security reserves the right to demand a higher compensation if the damage suffered exceeds the fixed compensation.
- 9.5 In case of late payment, SERIS Security is entitled to suspend the performance of the Services, without prejudice to its right to terminate the Contract by registered letter without judicial intervention and without prior notice. The suspension shall have the effect of releasing SERIS Security from any liability to the Customer who may not claim compensation, reimbursement or damages in this regard. Amounts due during the suspension period shall accrue to SERIS Security as compensation.
- 9.6 Customer agrees to receive invoices and documents relating to the Contract electronically, without prejudice to SERIS Security's right to send paper invoices at any time. Invoices sent electronically will not be sent on paper. The Customer is responsible for retaining and archiving invoices for the period required by law.
- 9.7 If a purchase order number must be included on an invoice, the Customer must provide it in writing within fifteen (15) calendar days from the date of acceptance of the offer. Any request to add a purchase order number received after this period will be subject to a €15.00 handling fee. In the latter case, the original payment period will remain unchanged.

10. Adjustment of prices

- 10.1 From the start date of the Contract and in accordance with the derogation granted by the FPS Economy, the prices of the services provided to the Customer by SERIS Security may be adjusted according to this formula:

$$VPN = VPN-1 (1 + 0.9 \times X)$$

VPN = new retail price

VPN-1 = sales price used to apply

X= the percentage of all cost increases related to the Contract (e.g. indexation and/or cost increases imposed within the framework of legal decisions or decisions taken within Joint Committee No. 317 for guarding services cf. collective bargaining agreements). Those increases are applicable at 90% resulting from the formula with multiplier 0.9.

- 10.2 All additional costs, duties and taxes imposed by the federal government or any other competent government and all costs resulting from the change of applicable regulations after the start date of the Contract shall be borne by the Customer.
- 10.3 . Continued use of the products and/or services shall constitute consent to this price change.

11. Integrity, anti-corruption and brand image

- 11.1 SERIS Security has an internal integrity statement and a code of conduct that is provided for inspection when requested. The financial soundness of SERIS Security can always be verified through official channels.
- 11.2 The Parties undertake, in all their relations and transactions, whether or not in connection with the Contract, to comply at all times with all laws and regulations prohibiting, preventing or disapproving illegal acts and, in particular, all acts that may be considered a form of corruption. The Parties undertake to impose these obligations on their employees, directors and managers and to have them fulfilled by third parties involved in the performance of the Contract. No offer, compensation or payment or benefit of any kind that constitutes or may constitute an illegal act or form of corruption is or will be accepted or permitted, directly or indirectly, for the purpose of or as consideration for the award or performance of the Contract. Without prejudice to criminal sanctions, any act in violation of the provisions of this article shall be sufficient grounds for immediate termination of the Contract by registered letter without judicial intervention, without any compensation to the Party that has violated the provisions of this article.
- 11.3 Each Party undertakes not to damage the reputation and image of the other Party to the Contract, both during the performance of the Contract and after its termination. This obligation also applies to any damage to the reputation, brand, concept or product covered by the Contract.

12. Confidentiality and protection of personal data

- 12.1 The Party receiving information undertakes to take all reasonable steps to maintain the confidentiality of all information provided by the communicating Party, both during the preparation phase and during the execution of the Contract, as well as after the end of the Contract. This mutual obligation concerns both information in tangible (purchase orders, contracts and annexes, other documents, brochures, procedures, etc.) and intangible form (verbal, electronic, audiovisual, etc.), as well as all personal data¹ and trade secrets². The confidentiality obligation provided for in this article does not apply if the information: (a) was already lawfully in the possession of the receiving Party prior to the communication of the information; (b) is already accessible to the public at the time of the communication; (c) is disclosed after communication in a manner other than as a result of an error on the part of the receiving Party; (d) is made accessible to the receiving Party on a non-confidential basis by a source other than the communicating Party; (e) was independently developed by a Party without the use of confidential information of the communicating Party; (f) has been designated in writing by the communicating Party as not confidential.
- 12.2 SERIS Security NV (Telecomlaan 8, 1831 Diegem, Belgium) processes personal data in accordance with the purposes and bases described in our "Privacy Statement" (*Privacy notice*) as [found](#) on our website www.seris.be. We always process personal data in accordance with personal data protection legislation. In our "Privacy Notice" you will find more information about the types of personal data we may process as a *data controller*, as well as the retention periods of this data, the persons who have access to that information and the possible transfer of personal data to third parties. Every data subject has the right to access and correct their personal data. Any data subject may also request the deletion of their personal data in the cases specified by law. In the event of a dispute regarding the processing of personal data, the data subject may request that the processing of their personal data be restricted until the dispute is resolved. Finally, any data subject has the right to transferability of his personal data. Anyone can oppose the processing of their personal data for direct marketing purposes at any time and without having to justify their opposition. Anyone wishing to exercise these rights is requested to send an e-mail to dpo@seris.be with a copy of an identity document.
- 12.3 If SERIS Security would qualify as a "processor" (within the meaning of the AVG) in relation to the Customer in the performance of the Contract, the relevant processing of personal data shall take place in accordance with the provisions of the specific processing agreement to be concluded between the Parties.

13. Intellectual property

- 13.1 The provision of the Services or delivery of Goods by SERIS Security does not involve any transfer of intellectual property. SERIS Security retains ownership and copyright in all quotations, tenders, drawings, software, concepts, designs, models and other documents provided to the Customer. However, the Customer is authorized to use such materials for the purpose of the Contract. The Customer may not disclose them to any third party without SERIS Security's prior written consent.

- 13.2 The Customer is strictly prohibited from publishing, duplicating or exploiting for commercial purposes any product for which SERIS Security has intellectual rights. This also applies to the products for which SERIS Security has obtained a right of use.
- 13.3 All intellectual property rights arising during or resulting from the performance of the Contract belong to SERIS Security.
- 13.4 The computer programs and other solutions provided with the installation or offered to ensure the performance of the Services of the Contract remain the property of the manufacturer. The Customer obtains only a non-exclusive, temporary, non-transferable right of use.
- 13.5 In case of non-compliance with the provisions of this article 13, the Customer must pay a fixed compensation of EUR 15,000.00, without prejudice to SERIS Security's right to claim a higher compensation based on the actual damages suffered.

14. Changes

Any amendment or addition to the Contract must be in writing. The Contract supersedes all previous contracts, correspondence, quotations and other documents.

15. Reasons for the extrajudicial termination of the contract

- 15.1 SERIS Security has the right to terminate the Contract without judicial intervention, without compensation and without prior notice, by registered letter if the Customer files for bankruptcy, is declared bankrupt, dissolved or liquidated.
- 15.2 SERIS Security also reserves the right to terminate the Contract by registered letter without judicial intervention, without compensation and without prior notice: a) in its entirety or for the part not yet performed in the event of non-payment by the Customer of an invoice not disputed in accordance with article 9.2. In this case, the Customer must immediately pay all amounts due, as well as all amounts that would normally be invoiced until the normal end date of the Contract. b) in the event of a significant change in the Customer's legal situation.

16. Disputes and applicable law

- 16.1 The Contract is governed exclusively by Belgian law.
- 16.2 In the event of any dispute regarding the validity, interpretation or performance of the Contract, the Parties must first attempt to resolve the dispute amicably, in good faith.
- 16.3 In the event no amicable settlement is reached, only the courts of Brussels shall have jurisdiction to decide disputes relating to the validity, interpretation or performance of the Contract.

17. Quality of performance

SERIS Security is committed to the quality of service provided to the Customer. All Customer complaints and/or disputes regarding any service provided by SERIS Security must be made in writing and within 72 hours of the triggering event.

1 According to the definition of the Article 4 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data (...), hereinafter the "AVG".

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



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 **People
and
Technology**