

A) GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

- 1.1. These general terms and conditions apply to the Delivery of Goods and/or Services by SERIS Security NV (hereinafter referred to as "SERIS Security"), having its registered office at B-1831 Diegem, Telecomlaan 8 (tel. 02/745.37.11, email: information.security@seris.be), company number BE 0404.770.607, to a company or a natural person (hereinafter referred to as "the Client") who has entered into a Contract with SERIS Security for this purpose. SERIS Security is licensed by the Belgian Ministry of Internal Affairs as a guarding company and as company for alarm systems and camera systems.
- 1.2. By signing the Contract, the Client acknowledges having fully read and accepted these general and special terms and conditions in full and accept them. Only the general and special terms and conditions of SERIS Security shall apply, to the exclusion of the Client's general and/or special terms and conditions. Deviations, insofar as permitted by law, shall not apply unless otherwise agreed in writing.
- 1.3. In the event of any conflict between the provisions of the sales/services agreement and the general and/or special terms and conditions of SERIS Security, the provisions of the sales/services agreement shall prevail.
- 1.4. Each provision of these general and special terms and conditions shall, as far as possible, be interpreted in a manner that renders it valid, lawful and enforceable under the applicable law. If any provision of these general and/or special terms and conditions is declared wholly or partly invalid, unlawful or unenforceable, that provision shall be deemed unwritten, without affecting the validity and enforceability of the other provisions. The provision in question shall be replaced by a valid and enforceable provision that approximates as closely as possible the economic and legal purpose of the original provision.

2. DEFINITIONS

- 2.1. **General Terms and Conditions:** the present general terms and conditions of SERIS Security, which form an integral part of the Contract.
- 2.2. **Contract:** refers to these general and special terms and conditions, the sales/services agreement, and all appendices.
- 2.3. **Monitoring Contract:** refers to the specific monitoring contract.
- 2.4. **Client:** the Company that has entered into a Contract with SERIS Security for the Delivery of Goods and/or Services, or a Consumer.
- 2.5. **Company:** "the company" as defined in Article I.1,1° of the Belgian Economic Law Code, being any of the following organisations: (a) any natural person who independently carries out a professional activity; (b) any legal person; (c) any other organisation without legal personality.
- 2.6. **Consumer:** a natural person as defined in Article I.1,2° of the Belgian Economic Law Code, namely any natural person acting for purposes his trade, business, craft or professional activity.
- 2.7. **Party:** refers to each party to the Contract individually (SERIS Security or the Client) or collectively as "the Parties".
- 2.8. **Goods:** tangible or intangible movable property that may form an integral part of the delivery of Services.
- 2.9. **Services:** the performance of work, whether or not accompanied by the ancillary supply of Goods.
- 2.10. **Delivery of Goods:** the physical delivery of the Goods to the Client.
- 2.11. **Delivery of Services:** the moment when the Client accepts the Services performed. Acceptance is evidenced by the signed delivery receipt or a signed work order. The first document prepared shall constitute acceptance. In the absence thereof, acceptance shall be deemed to occur after the lapse of eight (8) calendar days from the date of performance without written notice from the Client that the Services performed are not accepted.
- 2.12. **Private and Special Security Act:** the Act of 2 October 2017 regulating private and special security.
- 2.13. **Royal Decree on Alarm Monitoring Centres:** the Royal Decree of 20 March 2017 concerning the minimum requirements regarding personnel and organizational, technical, and infrastructural resources for the exercise of the security activity of managing alarm monitoring centres.
- 2.14. **Camera Act:** the Act of 21 March 2007 regulating the installation and use of surveillance cameras.
- 2.15. **Alarm System:** the system as defined in Article 2, 21° of the Private and Special Security Act, intended to detect alarm situations resulting from crimes against persons or property, fire, gas leaks, explosions, or emergencies in general, and to activate an alarm signal.
- 2.16. **Camera System:** the system consisting of surveillance cameras as defined in Article 2, 22° of the Private and Special Security Act, which constitutes an observation system as defined in Article 2, 4° of the Camera Act.
- 2.17. **Alarm Monitoring Centre:** the company and internal service that offers or performs activities as defined in Article 2, 23° of the Private and Special Security Act, namely, and excluding the 112 emergency centres, to:
 - 1° receive and process signals originating from alarm systems,
 - 2° locate goods equipped with tracking systems in order to prevent or detect their loss, damage, or destruction,
 - 3° receive and process calls from persons in distress or
 - 4° ensure remote control of access points and exits.
- 2.18. **Protected Site/Residence:** the place, building or buildings for which SERIS Security performs Services.
- 2.19. **Protected Person/Animal:** the natural person or animal for whom SERIS Security performs Services.
- 2.20. **Mobile Surveillance:** means that security personnel physically move to inspect various locations.
- 2.21. **Force Majeure:** any circumstance beyond the reasonable control of either Party which delays the normal performance of its obligations under the Contract, makes performance exceptionally difficult or prevents it, and which could not reasonably have been foreseen or avoided. Force Majeure includes, but is not limited to: strike, lock-out, accident, fire, flood, lightning strike, thunderstorm, severe weather, an act of terrorism or terrorist threat, riots, trade embargo, government decision, natural disasters, war, biological or chemical contamination or nuclear risk, impact due to provider failure, network disruptions, blackout, epidemics or pandemics, etc.
- 2.22. **Static Surveillance:** refers to security where a security guard remains at a single specific location and actively carries out security duties there.

3. QUOTATIONS

- 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 for any 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.

4. DELIVERIES, ACCEPTANCE, WARRANTIES AND TRANSFER OF TITLE AND RISK – CF. SPECIAL TERMS AND CONDITIONS

5. DURATION, SUSPENSION AND TERMINATION OF THE CONTRACT – CF. SPECIAL TERMS AND CONDITIONS

6. SERIS SECURITY STAFF AND SUBCONTRACTING

- 6.1. In accordance with Article 50 of the Private and Special Security Act, SERIS Security wishes to draw the Client's attention to the fact that security agents must not intervene in political or labour disputes. Under those circumstances they may carry out security activities provided there is no contact between the security agents and persons engaged in trade union or political activities. Security agents and private security companies are also prohibited from monitoring political, philosophical,

religious, or trade union beliefs, or membership of a health insurance association, and the expression of such beliefs or membership, as well as from creating or maintaining databases for this purpose.

- 6.2. SERIS Security reserves the right to change the staff it has assigned to perform the Contract at any time. The Client may request SERIS Security to replace a member of SERIS Security's staff assigned to the performance of the Contract, but the final decision rests entirely with SERIS Security. Requests for staff changes must be made in writing to SERIS Security. Such requests must be accompanied by sufficient and transparent grounds.
- 6.3. Personnel or appointees of SERIS Security are not contractually bound to the Client and remain exclusively subject to the authority of SERIS Security. SERIS Security shall designate a responsible person, a member of the management team, whom the Client may contact at any time with a view to the optimal performance of the Contract.
- 6.4. The Client waives, in the broadest sense and to the fullest extent permitted by law, any existing or future contractual and/or non-contractual claims against the personnel, appointees, directors, auxiliaries, subcontractors, and other agents involved in the performance of the Services by SERIS Security. This waiver does not affect the Client's rights in the event of wilful misconduct or fraud on the part of SERIS Security or the relevant agent involved in the performance of the Services, or in the event of damage affecting a person's life or physical integrity.
- 6.5. As a general rule, instructions given to SERIS Security staff must always be given by a member of the management team of SERIS Security. Nevertheless, the Client may issue instructions to SERIS Security staff regarding health and safety at work on the Client's premises and the practical use of the resources and systems made available by the Client (e.g. a database or a telephone exchange system). This right of the Client to issue instructions shall in no way affect SERIS Security's authority as an employer. The Client undertakes not to ask SERIS Security's agents to carry out tasks which are prohibited by law (in particular under the Private and Special Security Act and the implementing decrees). If the Client asks SERIS Security's 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 result therefrom.
- 6.6. SERIS Security reserves the right to engage subcontractors for the performance of the Contract. Subject to Article 7 of the General Terms and Conditions, SERIS Security shall be responsible for these subcontractors.
- 6.7. The Client undertakes not to recruit any person employed or previously employed by SERIS Security who is or was involved in the delivery of Goods and/or Services under the Contract, either during the term of the Contract or for a period of twelve (12) months following its termination. In the event of a breach of this provision, a lump-sum compensation equal to twelve (12) months' gross salary of the employee concerned shall be payable ipso iure, without prejudice to SERIS Security's right to claim higher compensation if applicable.

7. OBLIGATIONS OF SERIS SECURITY – LIABILITY AND INSURANCE

- 7.1. All obligations of SERIS Security arising from this Contract are best efforts obligations.
- 7.2. SERIS Security's civil liability towards the Client is limited (except for statutory exceptions) to an amount not exceeding five (5) times the annual value of the Contract, subject to a maximum of 3,500,000.00 euros per claim and per year, for bodily injury, property damage and professional liability. SERIS Security shall ensure that it is adequately insured at all times. Liability shall never include indirect or consequential damage such as, but not limited to, loss of turnover, loss of profit, total costs of business interruption, etc.
- 7.3. To the extent permitted by law, any non-contractual liability is expressly excluded.
- 7.4. SERIS Security shall under no circumstances indemnify the Client if the latter is held liable under Article 3.101 of the Civil Code.
- 7.5. SERIS Security is relieved of its obligation to compensate for damage where such damage results from improper handling, misuse or negligence by the Client, damage caused by third parties or by the Client itself, or damage caused by repairs carried out by third parties or by the Client itself to Goods supplied and/or installed by SERIS Security. The repair of the aforementioned damage shall be the responsibility of the Client.
- 7.6. If SERIS Security is prevented by Force Majeure from fulfilling certain obligations under this Contract (on time), SERIS Security shall not be liable for non-performance or the resulting delay for as long as these circumstances persist. However, if SERIS Security is unable to fulfil its obligations for a period of three (3) months, the Parties shall consult with each other to agree on appropriate measures.
- 7.7. If, after the conclusion of the Contract, circumstances arise which were reasonably unforeseeable at the time of its conclusion and which significantly impede SERIS Security's performance of the Contract, hinder the performance of the Contract or seriously disrupt its economic balance, SERIS Security shall be entitled to request the Client in writing to renegotiate the Contract in good faith in order to adapt the contractual terms to the changed circumstances. The Contract shall remain in full force and effect during the negotiations. The Client remains obliged to fulfil all its obligations in full, including its payment obligations, until the Parties have reached a written agreement on the amendment of the Contract. If the Client refuses to renegotiate the Contract, or if the Parties fail to reach an agreement within thirty (30) calendar days of SERIS Security's written request for renegotiation, SERIS Security shall be entitled to terminate the Contract in whole or in part by registered letter with immediate effect, without judicial intervention and without being liable to pay any compensation or damages to the Client.

8. CLIENT'S OBLIGATIONS – CF. SPECIAL TERMS AND CONDITIONS

9. INVOICES, PENALTIES AND INTEREST FOR LATE PAYMENT

- 9.1. Invoices are payable thirty (30) calendar days after the invoice date, unless otherwise expressly agreed in writing between the Parties. Timely payment of invoices is acknowledged by the Parties as an essential element of the Contract.
- 9.2. Any disputes regarding invoices must be raised in writing within fifteen (15) calendar days of the dispatch date of the invoice, failing which they will be deemed inadmissible. The Client must state the date and invoice number in all their communications.
- 9.3. Where the Client is a Company, any late payment of an invoice shall, by operation of law and without the need for notice of default, give rise to the payment of interest on arrears at the rate specified in Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions, calculated on the amount due, from the date on which the invoice becomes due and payable until full payment has been made. Furthermore, in the event of any delay exceeding one (1) month, the amount of the invoice shall, by operation of law and without notice of default, be increased by 15% (with a minimum of 75.00 euros) as lump-sum compensation. Fixed compensation constitutes fair compensation for the loss suffered by SERIS Security and is by no means a penalty. Furthermore, SERIS Security reserves the right to claim higher compensation if the actual loss suffered exceeds the fixed compensation.
- 9.4. If the Client is a Consumer, any late payment of an invoice shall result in an automatic charge of 7.50 euros in administrative costs, plus postal charges, being charged from the second reminder onwards. For Consumers with an agreement for regular delivery of goods or services, this applies from the fourth reminder onwards. The fixed compensation for late payment shall be: (i) 20.00 euros if the outstanding balance is less than or equal to 150.00 euros; (ii) 30.00 euros plus 10% of the amount due between 150.01 euros and 500.00 euros if the outstanding balance is between 150.01 and 500.00 euros; (iii) 65.00 euros plus 5% of the amount due above 500.00 euros, capped at 2,000.00 euros, if the outstanding balance exceeds 500.00 euros. Furthermore, late payment of an invoice shall, by operation of law, following the first notice of default and a waiting period of fourteen (14) calendar days starting on the third working day after dispatch by post, or the first calendar day following the electronic reminder, or upon the fourth late payment in case of a contract for the regular supply of goods or services, incur interest on arrears at the rate specified in Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions, until full payment has been made. If SERIS Security fails to pay any amount due to the Consumer on time, the Consumer shall be entitled to lump-sum compensation equal to the penalty provided under this Article 9.4.
- 9.5. In the event of late payment, SERIS Security shall be 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 of default. The suspension shall result in SERIS Security being released from all liability towards the Client, and the Client shall not be able to claim compensation, reimbursement, or restitution in that regard. The amounts due during the period of the suspension shall be payable to SERIS Security by way of compensation. If the Client is a Consumer and payment of the invoice has still not been made within fifteen (15) calendar

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days after the second or fourth reminder (in case of regular supply of goods or services), SERIS Security may terminate the Contract immediately without judicial intervention and without compensation. The Client shall then pay all outstanding amounts immediately, as well as any amounts that would normally become due during the remaining term of the Contract.

- 9.6. The Client agrees to receive invoices and documents related to the Contract electronically without prejudice to the right of SERIS Security to send invoices on paper at any time. Any invoice sent electronically shall not be sent on paper. The Client is responsible for retaining and archiving the invoices for the period prescribed by law.
- 9.7. Invoicing is carried out in accordance with the legislation in force regarding electronic invoicing. The Client expressly agrees to receive invoices via the Peppol network or another secure electronic channel in a structured format. The Client acknowledges that the general terms and conditions, which were already brought to their attention at the time of the quotation or order, remain fully applicable to every electronic invoice. The reference in the metadata of the electronic file (e.g. the hyperlink to the terms and conditions) constitutes full and legally valid notification. The Client is responsible for the correct configuration of their receiving channel. An invoice is deemed to have been received at the moment it is successfully delivered by the SERIS Security network to the Peppol network or the platform specified by the Client. If the Client wishes to dispute the invoice, this must be done in writing, stating the reasons, to within fifteen (15) calendar days of the dispatch date of the electronic invoice. Failure to lodge a dispute within this period shall be deemed to constitute definitive acceptance of the invoice and the terms and conditions contained therein.
- 9.8. The Client may not unilaterally oblige SERIS Security to amend the terms of invoicing (e.g., invoicing period, contract term, use of a web portal for invoicing, use of electronic invoices, etc.).
- 9.9. If a purchase order number must be stated on an invoice, the Client must provide it in writing within fifteen (15) calendar days of acceptance of the offer. Any request to add a purchase order number received after this period will incur an administrative fee of 15.00 euros. In such case, the original payment term remains unchanged.
- 9.10. A Client who entered into a Contract as a Consumer and subsequently wishes to have invoices issued to a Company, thereby ceasing to qualify as a Consumer, acknowledges that he will no longer benefit from the terms and conditions applicable to a Contract with a Consumer. In this case, the rules governing Contracts with Companies shall apply.

10. ADJUSTMENT OF PRICES – CF. SPECIAL TERMS AND CONDITIONS

11. INTEGRITY, ANTI-CORRUPTION AND BRAND IMAGE

- 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 always be verified through the official channels.
- 11.2. The Parties undertake, in all their dealings and transactions, whether or not in connection with the Contract, to comply at all times with all laws and regulations that prohibit, prevent or condemn unlawful acts, and in particular any acts that may be regarded as a form of corruption. The Parties undertake to impose these obligations on their employees, directors and managers, and to ensure that they are complied with by third parties involved in the performance of the Contract. 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 permitted, directly or indirectly, within view to or in return for the assignment or performance of the Contract.
- 11.3. Without prejudice to criminal sanctions, any act contravening the provisions contained in this Article shall constitute sufficient grounds for the immediate termination of the Contract by registered letter, without judicial intervention and without any compensation for the Party that has breached the provisions of this Article.
- 11.4. Each Party undertakes not to damage the reputation and image of the other Party, both during the performance of the Contract and after its termination. This obligation also applies 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 receiving information undertakes to take all reasonable steps to maintain the confidential nature of all the information provided by the disclosing Party, both during the preparatory phase and during the performance of the Contract, as well as after the Contract has ended. This mutual obligation applies to information in both tangible (order forms, contracts and appendices, other documents, brochures, procedures, etc.) and intangible form (verbal, electronic, audiovisual, etc.), as well as all personal data¹ and trade secrets². The duty of confidentiality provided for in this Article shall not apply if the information: a) was already lawfully in the possession of the receiving Party prior to disclosure of the information; b) is already accessible to the public at time of disclosure; c) is made public following disclosure in a manner other than as a result of an error on the part of the receiving Party; d) is made available to the receiving Party on a non-confidential basis by a source other than the disclosing Party; e) was independently developed by a Party without the use of confidential information from the disclosing Party; f) has been designated in writing by the disclosing Party as non-confidential; (g) must be disclosed pursuant to law, a court order, or a binding request from a competent authority, provided that the receiving Party limits the disclosure to what is strictly necessary and, to the extent permitted by law, notifies the disclosing Party in advance.
- 12.2. SERIS Security processes personal data in accordance with the purposes and legal bases described in its "Privacy Notice", which can be found on the website www.seris.be. SERIS Security always processes personal data in accordance with the relevant data protection legislation. The "Privacy Notice" contains further information on the types of personal data that SERIS Security, as the *data controller*, may process, as well as the retention periods for this data, the persons who have access to that information and any transfer of personal data to third parties. Every data subject has the right to access and rectify their personal data. Every data subject may also request the erasure 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 has been resolved. Finally, every data subject has the right to data portability. Anyone may, at any time and without having to provide a reason, object to the processing of their personal data for direct marketing purposes. Anyone wishing to exercise these rights is requested to send an email to dpo@seris.be, enclosing a copy of proof of 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 to be concluded between the Parties.

13. INTELLECTUAL PROPERTY

- 13.1. The provision of the 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, tenders, drawings, software, concepts, designs, models and other documents provided to the Client. However, the Client is authorized to use such materials for the purposes of the Contract. The Client may not disclose these materials to third parties without the prior written consent of SERIS Security.
- 13.2. The Client is strictly prohibited from disclosing, duplicating, or exploiting 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 resulting from the performance 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 performance of the Services under the Contract remain the property of the manufacturer. The Client receives solely a non-exclusive, temporary, and non-transferable right of use.

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.

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13.5. In the event of non-compliance with the provisions of this Article 13, the Client shall pay a lump-sum compensation of 15,000.00 euros, without prejudice to the right of SERIS Security to claim additional compensation based on the damage actually suffered.

14. AMENDMENTS

- 14.1. Any amendment or addition to the Contract must be made in writing. The Contract supersedes all previous agreements, correspondence, quotations and other documents.
- 14.2. Any notice required to be given under the Contract must be made in writing and shall be sent by courier, by registered mail or by e-mail to the address of the other Party as stated in the Contract.
- 14.3. Neither Party shall assign the Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, SERIS Security may assign the Contract at any time to any of its affiliated companies, subsidiaries or successors within the meaning of Article 1:20 of the Belgian Companies and Associations Code.

15. GROUNDS FOR EXTRAJUDICIAL TERMINATION OF THE CONTRACT

- 15.1. SERIS Security is entitled to terminate the Contract by registered letter, without judicial intervention, without compensation and without prior notice of default, if the Client files for bankruptcy, is declared bankrupt, or is 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 of default:
- a) in whole or in respect of the unperformed part, in the event of non-payment by the Client of an invoice that has not been disputed in accordance with Article 9.2 and, where applicable, Article 9.7. In such case, the Client must immediately pay all outstanding amounts, as well as all amounts that would normally be invoiced until the ordinary expiry date of the Contract;
 - b) in the event of a material change in the Client's legal status, particular in the event of a change of control, transfer of the business, or a merger/demerge.

16. QUALITY OF PERFORMANCE

- 16.1. SERIS Security attaches great importance to the quality of the services provided to the Client. All complaints and/or disputes raised by the Client relating to any service provided by SERIS Security must, on pain of forfeiture, be submitted in writing, either by letter to the registered office or by e-mail to information.security@seris.be within 72 hours of the event giving rise to the complaint or dispute.
- 16.2. Consumers who are dissatisfied with the handling of their complaint may at any time refer the matter to the Consumer Mediation Service for out-of-court settlement of the dispute via <https://www.consumentenombudsdienst.be/nl>. This service will, in turn, either handle the request itself or forward it to a qualified body.

17. LITIGATION AND APPLICABLE LAW

- 17.1. The Contract is governed exclusively by Belgian law.
- 17.2. In the event of disputes relating to the validity, interpretation, or performance of the Contract, the Parties shall try first of all to resolve the dispute amicably, loyally, and in good faith.
- 17.3. Should no amicable settlement be reached, the courts of Brussels shall have exclusive jurisdiction to rule on disputes concerning the validity, interpretation or performance of the Contract. In the event of a dispute with a Consumer, the courts of the Consumer's place of residence shall have jurisdiction.

B) SPECIAL TERMS AND CONDITIONS RELATING TO STATIC, MOBILE AND MONITORING SECURITY SERVICES

I. STATIC AND MOBILE

1. CLIENT'S OBLIGATIONS

- 1.1. The Client undertakes to comply with the provisions of the General Regulations for Labour Protection and the Codex for health and safety at work in relation to SERIS Security's security agents, and to provide the terms and conditions of employment laid down by Joint Committee No. 317 for private security services.
- 1.2. In the event of any incident or accident for which SERIS Security could be held liable, the Client must, on pain of forfeiture, notify SERIS Security within 72 hours by registered letter.
- 1.3. The Client must also take all necessary measures to grant access to the sites to SERIS Security's inspectors responsible for monitoring the work of the security agents. At the Client's request, SERIS Security shall disclose the identity of these inspectors in good time.
- 1.4. Where an intervention becomes impossible due to a decision or negligence on the part of the Client (for example: the inability to gain access to the location where the service is to be provided or the provision of incorrect information), the scheduled services will be invoiced as if they had been carried out.
- 1.5. When surveillance cameras are used by the Client, the Client bears full responsibility for conformity to the provisions of the Camera Act (and its implementing decrees).

2. ADJUSTMENT OF PRICES FOR SECURITY SERVICES

- 2.1. 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:

$$VPN = VPN-1 (1 + 0,9 \times X)$$

VPN = new sales price

VPN-1 = previously applicable sales price

X = represents the percentage of all cost increases relating to the Contract (e.g. indexation and/or other cost increases imposed under statutory decisions or decisions taken within Joint Committee No. 317 for security services, in accordance with collective labour agreements). These increases apply to 90% of the amount resulting from the formula with a multiplier of 0.9.

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

3. TERM, SUSPENSION AND TERMINATION OF THE CONTRACT – SUPPLEMENT TO ARTICLE 15 OF THE GENERAL TERMS AND CONDITIONS

- 3.1. Unless the Parties expressly agree otherwise in writing, the Contract is entered into for a period of three (3) years.
- 3.2. At the end of each term, the Contract shall be automatically renewed for the same period, unless one of the Parties gives notice of termination by registered letter sent at least six (6) months before the expiry of the Contract period. Consumers may terminate the Contract after the first tacit renewal, provided they give two (2) months' notice.
- 3.3. Should the Client terminate the Contract prematurely in breach of Article 3.2, the Client must pay SERIS Security compensation corresponding to the amount due for the remaining term of the Contract in question. This provision applies without prejudice to SERIS Security's right to claim higher damages in view of the actual loss suffered.
- 3.4. SERIS Security may suspend the performance of the Contract in whole or in part in the event of Force Majeure without incurring any liability toward the Client. The suspension shall remain in effect for as long as the Force Majeure situation and its consequences reasonably continue.
- 3.5. The number of contractual service hours is set out in the performance program described in the Contract. The Client may only reduce these hours in the event of a contractual expiry date and subject to notification of this by registered letter at least three (3) months before the expiry 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 complied with, SERIS Security shall be entitled to claim compensation equal to the value of the reduced services.
- 3.6. Training on site and/or file costs relating to the start-up of the Contract shall be borne by the Client.
- 3.7. Should the Client cancel an order, the Client must pay a fixed compensation of 15% of the order value.

4. DELIVERIES, ACCEPTANCE, WARRANTIES AND TRANSFER OF TITLE AND RISK

- 4.1. Delivery times are purely indicative and are not binding on SERIS Security, unless expressly agreed otherwise in writing. SERIS Security cannot be held liable in the event of these deadlines being exceeded. Nor can the exceeding of these deadlines constitute grounds for terminating the Contract.
- 4.2. The Client must take delivery of and inspect the Goods immediately upon delivery. Defects in the delivered Goods and complaints will only be accepted if they are submitted by registered letter within eight (8) calendar days of Delivery. Complaints must in any event reach SERIS Security before the Goods in question are used. Goods must also not be used whilst complaints are being dealt with. If SERIS Security does not receive a complaint within this period of eight (8) days, this implies that the Client fully accepts all deliveries and that the Client declares that any visible defects are covered.
- 4.3. The warranty against hidden defects (manufacturing defects, defects in raw materials, or installation errors) does not extend beyond that provided by SERIS Security's suppliers and is valid for no longer than one (1) year after Delivery, except in the case of Consumers, for whom the warranty period is two (2) years. The Client must notify SERIS Security of any defect within two (2) months of its discovery. After this period, any right to repair or replacement lapses. Defects that come to light more than six (6) months after Delivery are not deemed to have existed at the time of Delivery, unless the Client proves otherwise. The six (6)-month period does not apply to Consumers, for whom the statutory presumption that the defect existed at the time of Delivery remains in force for two (2) years. Any repair or replacement carried out under these provisions merely results in the original warranty period being suspended (and is therefore never extended). The warranty applies only if the Client demonstrates that the defects occur under normal conditions of use. This excludes the consequences of Force Majeure, abnormal use, aggravation of the situation due to negligence, and all other external causes (tampering by third parties, water damage, lightning, power surges, etc.).
- 4.4. The Goods are transported at the Client's risk and the transport costs are borne by the Client, unless otherwise specified in writing.
- 4.5. The risk is transferred from SERIS Security to the Client upon conclusion of the Contract. The Client then bears the risk of loss, damage and theft. The storage of the Goods pending delivery and dispatch is at the Client's risk.
- 4.6. Title to the Goods passes from SERIS Security to the Client upon full payment of the principal sum, including costs and interest.
- 4.7. The delivered Goods remain the property of SERIS Security until full payment of the purchase price, comprising the principal sum, interest and costs. In the event of late or non-payment, SERIS Security may reclaim the delivered Goods at any time. Should the Client resell the Goods, SERIS Security is entitled to the purchase price or the claim for payment of the purchase price. Where the Client incorporates the delivered Goods into immovable property, SERIS Security's retention of title remains unaffected, provided that the retention of title has been registered in the pledge register. The mixing of the delivered fungible Goods does not affect the retention of title.
- 4.8. If the Client fails, without valid reason, to collect the Goods/Services on the date communicated to them or if he refuses to take delivery of them, SERIS Security reserves the right to regard the Contract as after the expiry of a period of fifteen (15) calendar days, to be deemed terminated without judicial intervention, without prior notice of default and without prejudice to its right to claim additional compensation (storage costs, transport costs, etc.).
- 4.9. The Client must ensure that SERIS Security is able to carry out the Delivery of the Goods/Services in the normal manner, at the scheduled location and on the agreed date. In particular, the Client must ensure that the place of delivery is accessible, that the equipment required to unload the Goods or to provide the Services is

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available, and that there are sufficient free parking spaces. If these conditions are not met, the Client must compensate SERIS Security for all losses, including waiting time and any parking charges or fines incurred by SERIS Security.

II. MONITORING

1. APPLICABILITY

- 1.1. These special terms and conditions apply to the supply of goods and/or services in connection with Monitoring services, hereinafter also referred to as "Monitoring".
- 1.2. If, by way of derogation from Article 1.2 of the General Terms and Conditions, the Parties were to expressly agree that the Client's terms and conditions of purchase apply, the technical provisions of these special terms and conditions for Monitoring shall always apply and take precedence over any technical provisions of the Client.
- 1.3. In the event of any conflict between the provisions relating to Monitoring, the following hierarchy shall apply: (i) the instruction sheet, (ii) the service pack terms and conditions, (iii) the residential or business terms and conditions, (iv) the special terms and conditions relating to Monitoring, and (v) the General Terms and Conditions of SERIS Security.
- 1.4. **Framework Agreement (Subcontracting):** If the Client, in its capacity as an installer, in turn offers SERIS Security's Monitoring goods and/or services to one of its own customers (the "End User"), the Client shall ensure that the End User complies with the provisions of the Private and Special Security Act and its implementing decrees, including but not limited to those relating to the provision of these Goods and/or Services, and more specifically, though not exhaustively, with regard to the duty to provide information to the End User and any licence requirements. Furthermore, the Client shall ensure that the provisions of the Monitoring Contract applicable to the End User are imposed on the latter on a back-to-back basis. In particular, the Client shall draw the End User's attention to their obligations arising from the Contract, such as, but not limited to, their responsibility for the correct provision of instructions. The Client shall indemnify SERIS Security against any liability that may arise from a failure to comply with this provision.
- 1.5. **Tripartite Agreement:** If the Monitoring Contract is signed by three (3) parties, namely (i) SERIS Security for the Monitoring services, (ii) the Client in its capacity as installer of the Alarm or Camera System, and (iii) the End User, then the provisions shall apply to each of these parties, in so far as they are relevant to the rights and obligations applicable to each of them, taking into account the legal rules as well as the actual situation and division of responsibilities applicable to their mutual relationship.

2. DESCRIPTION OF THE SERVICES RELATING TO MONITORING

- 2.1. **Remote monitoring:** this refers to the Services which specifically consist of receiving and processing signals from Alarm Systems as described in the Private and Special Security Act, its implementing decrees and, more specifically, the Royal Decree on Alarm Monitoring Centres, as well as the provision of process monitoring Services, whereby an alarm signal arising from a process fault is received and processed. These alarm signals are received and processed in accordance with the Contract with the Client, and in the case of alarm signals as described in the aforementioned legislation, in accordance with the requirements set out therein.
- 2.2. **Video verification:** this refers to the Services that specifically consist of post-alarm video verification as described in the Private and Special Security Act and its implementing decrees, and more specifically the Royal Decree on Alarm Monitoring Centres. If SERIS Security carries out post alarm video verification as part of its Monitoring Services, this verification shall take place in the area in which the alarm signal was triggered and only from the time the alarm is being handled until it is established whether or not events are occurring or have occurred that may give rise to the further performance of actions as required by the Monitoring Contract, and for as long as alarm handling requires, the Private and Special Security Act, its implementing decrees and, more specifically, the Royal Decree on Alarm Monitoring Centres or other statutory provisions.
- 2.3. **Video Crisis Management:** this refers to the Services which specifically consist of an operator remaining on standby, using video verification, when it is established that events are occurring or have occurred which may give rise to the further performance of actions as stipulated by the Contract, the Private and Special Security Act, its implementing decrees and, more specifically, the Royal Decree on Alarm Monitoring Centres or other statutory provisions, and this shall continue until such time as assistance is no longer required.
- 2.4. **Virtual patrols:** these are Services that specifically consist of carrying out virtual patrols for proactive and preventive camera surveillance, within the framework of static and mobile surveillance as described in the Private and Special Security Act, on the understanding that SERIS Security's operators for Monitoring Services carry out these surveillance tasks from behind their screens and workstations, and therefore do not have at their disposal the same resources and methods as security agents who are physically present at the Protected Site/Residence or with the Protected Person/Animal would have. The provisions above also apply, as far as possible, to the carrying out of virtual patrols.
- 2.5. **Facility monitoring:** this refers to the Services that specifically consist of the remote management of the Protected Site/Residence, including ensuring access and exit control, permitting (night-time) deliveries, arming and/or disarming the Alarm system or controlling specific components thereof, bypassing detectors or zones, and carrying out emergency procedures, all in accordance with the Client's instructions. The activities of SERIS Security's Monitoring department with regard to Facility monitoring are limited to providing Services to anyone designated by the Client as having access authorization and denying access to others. SERIS Security cannot be held liable for any incorrect and/or unclear list of authorized personnel provided by the Client or for any consequences arising therefrom. SERIS Security cannot be held liable for any incorrect and/or unclear information provided by the Client regarding authorized access personnel, nor for any consequences resulting therefrom.
- 2.6. **Remote assistance:** this refers to the Services that specifically consist of intervention by a SERIS Security operator for Monitoring Services in the event of a call from a natural person, such as the provision of 24-hour technical support to customers of Alarm Systems, assistance in the event of emergency calls or business-critical processes.
- 2.7. **Track & trace:** this refers to the Services that specifically consist of locating goods fitted with tracking systems, in order to prevent or detect their loss, damage or destruction. The Client remains responsible for the purchase and proper functioning of the track & trace modules in these goods, except where such goods are hired out or made available by SERIS Security in the context of Monitoring in accordance with Article 10, as well as for the proper reception of the signals transmitted by them by SERIS Security for Monitoring purposes. SERIS Security points out that, within the framework of Monitoring Services, it is not authorised to immobilise vehicles and that its authority applies solely on Belgian territory under the supervision of the Directorate of Judicial Police Operations.
- 2.8. **Personal alarm:** this refers to the Services that specifically consist of receiving and processing alarm signals from mobile personal alarm systems as defined by the Private and Special Security Act and its implementing decrees. For this purpose, the devices are either hired out to the Client or purchased by the Client, in accordance with Article 10.
- 2.9. **S-Eyes:** this refers to the Services that specifically consist of SERIS Security, within the framework of Monitoring Services, renting out a temporary fixed camera to monitor locations where there is a temporary increased security risk.
- 2.10. **S-Soc:** this refers to the Services which specifically consist of SERIS Security, as part of its Monitoring Services, hiring out a mobile command vehicle with operators from which the various Services can be carried out in the event of major or unforeseen incidents or in exceptional circumstances.

3. SERIS SECURITY'S OBLIGATIONS REGARDING MONITORING SERVICES

- 3.1. SERIS Security, within the framework of Monitoring, shall ensure (i) the proper functioning of the Alarm Monitoring Centre (INCERT-accredited), (ii) the reception of alarm signals transmitted via the telecoms infrastructure from the transmitter(s) located at the Protected Site/Residence or with the Protected Person/Animal, as well as the reception of emergency calls, (iii) the correct and immediate execution of the operational instructions provided by the Client. SERIS Security provides this alarm response service as part of its Monitoring service 24 hours a day, 365 days a year.
- 3.2. When the system is set to test mode, no calls are made to the Federal Police or the public services.

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- 3.3. If none of the specified contact persons, authorities or services can be reached, SERIS Security's role within the scope of Monitoring is concluded. The Client hereby declares that they accept this.
- 3.4. SERIS Security draws the Client's attention to the fact that, within the scope of Monitoring, its powers may never extend beyond the limits imposed by the Private and Special Security Act and all its implementing decrees, in particular the Royal Decree on Alarm Monitoring Centres as well as the rules concerning the installation of Alarm and Camera Systems. This also applies to the provisions of the Camera Act and other applicable laws and regulations. Furthermore, SERIS Monitoring shall at all times act in accordance with the instructions of the competent police, judicial, investigative and other public authorities, whose specific instructions may take precedence over the Contract.
- 3.5. The Client is aware that an operator monitors multiple screens and workstations simultaneously (in other words, as part of the service provision, an operator is responsible for simultaneously monitoring multiple alarms and customers in real time).
- 3.6. The footage received by SERIS Security as part of the Monitoring service is not stored, unless this has been expressly agreed with the Client in exceptional circumstances. In the latter case, the storage of these images is carried out in accordance with the relevant laws and regulations, including the retention of the images for a maximum of one (1) month, unless the recorded images form part of an investigation into criminal offences, in which case they may be stored for a longer period.
- 3.7. The cameras' field of view is determined by the Client and is therefore at the Client's own expense and risk. The Client is responsible for the type of footage recorded by the Camera System and viewed by SERIS Security as part of its Monitoring Services. The quality of the signals from the Alarm System or Camera System may be adversely affected by external circumstances that are neither at the expense nor at the risk of SERIS Security. These include, but are not limited to: the quality of the connections, incorrect camera orientation, poor atmospheric conditions and lighting at the Protected Site/Residence or in the vicinity of the Protected Person/Animal, malfunction of the Alarm or Camera System due to another external cause, such as cybercrime and software applications that may be affected, or updates or upgrades carried out by the manufacturer or installer of the Alarm System or Camera System that compromise the system's compatibility with SERIS Security's reception infrastructure in the context of its Monitoring Services. If the images or signals give cause to do so, or if the operator is unable to adequately assess the local situation due to poor reception, the operator is entitled to act in accordance with the instructions agreed in advance with the Client. This also applies in the event of an excess of signals (excessive 'polling'), which could overload the Alarm Monitoring Centre; in such cases, the SERIS Security operator is entitled to block the signals, although this blocking may affect the reception of signals from other parts of the Alarm System, Camera System, call system, etc. The Services will be suspended in the event of a fault in the telecom's infrastructure or faults in radio links. This suspension also applies when a system is taken out of service for maintenance, inspection or repair. If no test signals are received for a period of sixty (60) hours, SERIS Security will no longer respond to this alarm, unless otherwise notified in writing. Monitoring of the test signals will only commence upon receipt of an initial correct test signal.

4. CLIENT'S OBLIGATIONS IN RELATION TO MONITORING SERVICES

- 4.1. To use the Alarm and Camera System equipment in accordance with the standard operating conditions specified by the installer, the provisions of the Private and Special Security Act, its implementing regulations and the Camera Act.
- 4.2. To ensure the cleaning and maintenance of all components of Alarm and Camera Systems present within the scope of the Services provided by SERIS Security in connection with Monitoring. The consequences of any loss of signal or image quality due to contamination and/or impurities, as well as any resulting missed observations by SERIS Security's operators, shall remain at the Client's own expense and risk. The Client is specifically advised that the Private and Special Security Act prohibits the connection of components to the Alarm System and other integrated hardware that could prevent the intervention of emergency services and/or cause injury to persons.
- 4.3. The Client shall bear all costs associated with the fitting, modification of components, installation, adjustments relating to the transmission link and the maintenance of the Alarm or Camera System. The configuration and layout of the Camera System must be such that SERIS Security operators can always operate it efficiently.
- 4.4. To transmit a signal to the Alarm Monitoring Centre at least once a month.
- 4.5. Notifying SERIS Security immediately in writing (where applicable, with a copy to the installer) of any change to instructions relating to Monitoring Services. The Client always remains responsible for the correct implementation and updating of the relevant file for follow up. If the Client uses the 'My Control Room Services' application and makes changes to instructions or to their client card (their client file) via this application, the Client is solely responsible for the accuracy of the data contained therein and for the changes they make themselves.
- 4.6. Immediate notification to SERIS Security of any work on telephone lines carried out by any telecom operator, of which the Client has been notified by their telecom provider, or of the total or partial decommissioning of systems connected to the Alarm Monitoring Centre, or of work on wireless connection channels.
- 4.7. To bear, at their own expense, the costs of modifications to the transmitting equipment resulting from any telephone or microwave links that may have been discontinued or altered by any telecom operator, which SERIS Security uses for its Monitoring Services to receive alarm signals.
- 4.8. To ensure a reliable connection between the existing Alarm or Camera System and SERIS Security's Alarm Monitoring Centre for Monitoring Services, and to provide security measures that are appropriate to the state of the art and best practice.
- 4.9. To bear, at their own expense, any costs arising from misuse of the system and/or any fault caused by the system in general, and more specifically from failure to comply with the legislation referred to above (e.g. resulting in inappropriate calls and/or interventions by the police, public services and/or private alarm response services), as well as bearing the cost of any fines, charges or compensation imposed on SERIS Security in relation to Monitoring Services as a result of the call-out of the aforementioned services.
- 4.10. To pay the invoices relating to "Physical Verification" and/or "Post-Alarm Response" insofar as the Client has ordered these services from SERIS Security or a third party.
- 4.11. To report any false alarm, whether or not caused by the Client, to SERIS Security immediately.
- 4.12. Upon termination of the Contract, for whatever reason, resulting in the cessation of services, to deactivate the system through SERIS Security so that no further signals are transmitted to SERIS Security. If this has not been done within fifteen (15) calendar days of the end of the Contract, a fee of 250.00 euros per month or part thereof shall be payable to SERIS Security, with the first month of the period in question counting as a full month. SERIS Security's obligations regarding Monitoring, as set out in Article 3, shall in any event cease at the end of the service provision.
- 4.13. To indemnify and, where applicable, compensate SERIS Security in respect of the use or misuse of camera footage by the Client (or by its employees or agents). Where the Client uses surveillance cameras, responsibility for compliance with the Camera Act and its implementing regulations rests entirely with the Client. The Client shall indemnify SERIS Security against all claims by third parties in connection with the processing of the camera footage and guarantees to SERIS Security that the processing of this footage is not unlawful and does not infringe the rights of third parties.

5. DURATION AND TERMINATION OF THE MONITORING CONTRACT – SUPPLEMENT TO ARTICLE 15 OF THE GENERAL TERMS AND CONDITIONS

- 5.1. Unless otherwise agreed in writing, the Monitoring Contract is entered into for a term of one (1) year and is automatically renewed annually on the expiry date for a term of one (1) year.
- 5.2. The start date of the Monitoring Contract is the activation date agreed in the Monitoring Contract, the date of the first signal from the system indicating active status, or the date on which the Goods are made available, whichever occurs first.
- 5.3. Following the initial fixed term of one (1) year, Consumers may terminate the Monitoring Contract at any time by registered letter addressed to SERIS Security's Monitoring department, provided that a notice period of two (2) months is observed. In the event of termination by a Consumer, SERIS Security shall refund the (annual) fee paid in advance by the Client on a pro rata basis, calculated according to the number of remaining months after the end of the Contract during which no further Services will be provided. If SERIS Security's Monitoring department has not paid any amounts due to the Consumer within sixty (60) calendar days of the termination of the Contract, the Consumer is entitled to lump-sum compensation equal to one (1) month's fee in addition to the payment due.

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- 5.4. Companies may terminate the Monitoring Contract by registered letter addressed to SERIS Security's Monitoring department, provided that a notice period of at least three (3) months prior to the end of the current contractual period is observed. Without valid notice of termination in accordance with this clause, the full annual fee shall automatically become due.
- 5.5. The Client is responsible for paying for the Services provided by SERIS Security up to and including the date of termination.
- 5.6. If the Client has purchased Goods, upon cancellation or termination of the Contract, the Client must pay the full value of these Goods to SERIS Security, should this payment not yet have been made.
- 5.7. Should the Client cancel their order before the start date, the aforementioned provisions shall also apply.

6. PRICES AND PRICE REVISIONS UNDER THE MONITORING CONTRACT

- 6.1. The fee set out in the Monitoring Contract is linked to the SOPA index (value S, system D) as determined by the FPS Economy. The fee is adjusted on the due date of the Contract, in proportion to the change in the SOPA index relative to the initial value stated in the Contract, in accordance with the following formula:

$$\text{New remuneration} = \frac{\text{new SOPA index}}{\text{base SOPA index}} \times 0,1 + 0,9 \times \text{base remuneration}$$

- 6.2. SERIS Security reserves the right to adjust its prices should costs increase due to an external cause and the prices have not been adjusted accordingly pursuant to Article 6.1. These include, amongst others, taxes, duties or costs imposed by government decisions, by decisions and collective labour agreements to which SERIS Security's Monitoring department is bound (see Joint Committee No. 317 for security services and training), increases in other social security contributions and insurance premiums, and all costs arising from changes to the applicable legislation or regulations after the commencement date of the Contract (e.g. technical requirements).
- 6.3. All other costs, as well as all duties and taxes imposed or to be imposed by the government or any other competent authority, shall be borne by the Client.
- 6.4. Prices are quoted on the basis of the parameters (e.g. the number of alarms and signals to be processed, the number of alarm types, the number of cameras, call numbers, identifiable contact persons, etc.) and/or Goods and/or Services as specified in the Contract. Should any changes be made to these, the prices will be adjusted proportionally. If, during the Contract period, the parameters and/or Goods and/or Services increase, this will result in an adjustment to the fee, which will be applied immediately and pro rata temporis, in accordance with the rate applicable at the time the decision to add the additional parameters and/or Goods and/or Services is made. If, during the Contract Period, the parameters and/or Goods and/or Services are reduced, thereby resulting in a reduction in the volume of services provided, this shall not result in any price change until the expiry date of the Contract. Notice of termination of these discontinued services must be served on SERIS Security's Monitoring department by registered post at least three (3) months before the expiry date of the Contract. On the expiry date, the fee will be adjusted and invoiced accordingly. If the aforementioned conditions are not complied with by the Client, no price change will take place.
- 6.5. If the number of signal handling instances specified annually in the Contract is exceeded, SERIS Security's Monitoring department shall be entitled, after twelve (12) consecutive months of additional handling, to invoice the number of excess handling instances on a pro rata basis in accordance with the applicable rates or as agreed between the Parties. If the contractually agreed monthly volume under a GPRS subscription is exceeded, the excess usage will be charged at the applicable rates.
- 6.6. Additional Services must be requested in writing by the Client no later than 48 hours before the start of the service. The order is only final once it has been processed by SERIS Security's Monitoring department.

7. INVOICING AND FEES – SUPPLEMENT TO ARTICLE 9 OF THE GENERAL TERMS AND CONDITIONS

- 7.1. The fee for the Goods and/or Services is, as a standard, invoiced once at the start of the Contract period unless otherwise expressly agreed in the Contract. Consequently, the invoiced fee is equal to the sum of the monthly fees applicable for the relevant period. Invoicing for work carried out on a time-and-materials basis, i.e. services not covered by the Contract, takes place on a monthly basis.

8. LIABILITY AND INSURANCE – SUPPLEMENT TO ARTICLE 7 OF THE GENERAL TERMS AND CONDITIONS

- 8.1. SERIS Security's liability in connection with the provision of Monitoring Services is limited to the proper functioning of the Alarm Monitoring Centre and the correct execution of the instructions given by the Client in accordance with the provisions of the Contract.
- 8.2. SERIS Security is exempt from any obligation to pay compensation where the damage results from incorrect handling, improper use or negligence on the part of the Client, damage caused by third parties or by the Client themselves, or damage caused by repairs carried out by third parties or by the Client themselves to Goods supplied and/or installed by SERIS Security's Monitoring department. The Client is responsible for rectifying the aforementioned damage. Nor can SERIS Security's Monitoring department be held liable for damage caused by the malfunctioning of Alarm or Camera Systems, transmission systems or other equipment installed at the Client's premises, or by ineffective instructions from the Client – in particular, failure to comply with statutory requirements – or by inadequate intervention by the Federal Police, public services and/or contact persons. Insofar as the installations were to cause direct damage to the production or storage of any goods, the Client waives all claims against SERIS Security's Monitoring department for damage relating to lost merchandise, damaged production materials or loss of profit. This waiver does not apply in cases of wilful misconduct or fraud, nor to damage affecting the life or physical integrity of a person, and does not prejudice the Consumer's mandatory rights.

9. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA – SUPPLEMENT TO ARTICLE 12 OF THE GENERAL TERMS AND CONDITIONS

- 9.1. Telephone calls made via the landlines for the Monitoring Services are recorded for security reasons and to uphold the rights of SERIS Security and those of the Client in the event of a dispute.
- 9.2. SERIS Security records and stores the Client's data and the signals from the Alarm or Camera System. In the event of a dispute concerning such data or signals, SERIS Security's records and database shall be conclusive, subject to proof to the contrary.
- 9.3. SERIS Security draws the Client's attention to the fact that, in its capacity as an Alarm Monitoring Centre, it passes on the data from the Alarm System to the alarm systems reporting centre for the purposes of its monitoring activities, in order to comply with its legal obligations.
- 9.4. SERIS Security guarantees that the persons authorised to process personal data have undertaken to observe confidentiality or are bound by an appropriate legal obligation of confidentiality.
- 9.5. SERIS Security shall take all necessary and appropriate technical and organisational measures to ensure the security of the processing.
- 9.6. Where SERIS Security appoints a (sub)processor to carry out specific processing activities on behalf of the Client, the same data protection obligations are imposed on that (sub)processor by means of a contract.
- 9.7. The processing will relate, on the one hand, to lists of persons who are to be contacted in accordance with the instructions set out in the Contract.
- 9.8. The personal data of the data subject(s) within the meaning of Article 4 of the GDPR will only be processed in the context of SERIS Security's Monitoring Services in accordance with the Monitoring Contract.
 - The types of personal data that will be processed include: first name and surname, main place of residence, date of birth, telephone number, email address and images.
 - The categories of individuals whose personal data will be processed may include: the Client's employees and authorised representatives, consultants, visitors, contractors and authorised or unauthorised persons present on the Protected Site/Residence.
 - Taking into account the nature of the processing, SERIS Security shall, to the extent possible and by means of appropriate technical and organisational measures, assist the Client in fulfilling its obligation to respond to requests for the exercise of the data subject's rights set out in Chapter III of the GDPR.

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- Once the processing operations have been completed, SERIS Security shall, at the Client's discretion, either erase all personal data or return it to the Client, and delete any existing copies, unless the storage of the personal data is required by law.
 - SERIS Security shall, within reasonable limits, make available to the Client all information necessary to demonstrate compliance with its obligations under the GDPR.
- 9.9. SERIS Security shall take all necessary and reasonable precautions to prevent unauthorised persons from gaining access to data arising from the provision of services to the Client. Employees who have access to footage are subject to a duty of confidentiality regarding the personal data provided by such footage, on the understanding that SERIS Security:
- (i) May pass on the footage to the police or judicial authorities if it relates to incidents that may constitute an offence or cause a nuisance, and the footage may help to prove these incidents or identify the perpetrators;
 - (ii) Must pass the footage on to the police free of charge if they so request as part of their administrative or judicial police duties and if the footage relates to the offence or nuisance.
- 10. DELIVERIES, ACCEPTANCE, WARRANTIES AND TRANSFER OF TITLE AND RISK**
- 10.1. Provisions applicable to the lease of Goods:
- 10.1.1 All Goods let out by SERIS Security in the context of its Monitoring Services (including, where applicable, software and/or documentation) remain the property of SERIS Security. The Client is prohibited from pledging, encumbering, subletting or otherwise allowing third parties to use or have access to SERIS Security's Goods. The Goods must not leave Belgian territory. Should a third party assert rights over the leased Goods as a result of a pledge, a preventive attachment or in any other manner, the Client is obliged to notify SERIS Security of this immediately in writing. Under no circumstances may the Goods be mixed with or incorporated into other movable or immovable property.
- 10.1.2 The Client undertakes to use the Goods solely in accordance with the installer's guidelines and the telecom operator's regulations. In particular, the Client undertakes to maintain the Goods in the condition in which they were at the time the Monitoring Contract came into effect, with any alterations being subject to prior written consent. The Client must use the leased Goods correctly, in accordance with the purpose for which they are intended and/or configured, and in compliance with the applicable guidelines and legal regulations.
- 10.1.3 The Client undertakes to inform SERIS Security immediately of any deviation of any kind whatsoever that is observed in relation to the integrity and proper functioning of the Goods.
- 10.1.4 The Client must take appropriate measures in good time to prevent damage to or loss of SERIS Security's Goods as a result of frost, precipitation, overheating, storms, short circuits, fire, leaks, incorrect or improper use, theft, etc. Should damage or loss nevertheless occur, the Client must notify SERIS Security immediately, at the latest by the next working day after becoming aware of it, and the Client shall be fully liable to SERIS Security and any third parties affected as a result. SERIS Security shall under no circumstances be held liable for damage caused by a defect in the Goods, in particular where the user of the system has failed to put the Goods into operation. Nor shall SERIS Security be liable should the instructions provided by the Client, which were strictly followed by SERIS Security, or the measures taken by the designated persons, authorities or services, prove to be ineffective. SERIS Security shall also not be held liable for a lack of maintenance of the Goods in the event of damage to or improper handling of the system. Any additional costs incurred for the repair or replacement of the Goods shall be charged to the Client. The Client shall indemnify SERIS Security against all claims by third parties in this regard. The Client shall at all times allow SERIS Security the opportunity to inspect the Goods belonging to SERIS Security.
- 10.1.5 In the event of faults or defects in the Goods resulting from normal use, from hidden defects or from a defect that could not have been detected by a reasonable inspection at the time of delivery, and where no damage caused by use can be established, SERIS Security may either repair the fault or replace the Goods. If repair is impossible and no replacement unit is available, SERIS Security may terminate the Contract immediately and shall not be liable to the Client for such termination. If the device is damaged or no longer functions properly due to negligence or accidental damage, SERIS Security reserves the right to issue an invoice calculated on the basis of the depreciated value and the duration already elapsed in relation to the initial Contract term.
- 10.1.6 SERIS Security reserves the right, in the event of late payment of the rental fee which is not rectified within fifteen (15) calendar days of a notice of default being served, to collect the Goods at the Client's expense, without prejudice to any further legal costs. The Client remains obliged to pay the fees due for the agreed rental period.
- 10.1.7 Upon termination of the Contract, all hired Goods shall be returned to SERIS Security without delay, at the Client's expense and risk, in good condition and in good working order. Failure to return the Goods and accessories by the end of the Contract, with a delay of fourteen (14) calendar days, shall result in a fixed charge of 150.00 euros excluding VAT plus the residual value. Upon return, SERIS Security will inspect the device to verify that it is still in good condition and functioning properly.
- 10.1.8 The Contract shall be terminated by operation of law and following a registered notice of default should the Client have made any alterations to the device without SERIS Security's consent.
- 10.2. Provisions applicable to the sale of Goods:
- 10.2.1 The warranty against hidden defects (manufacturing defects, defects in raw materials or installation errors) does not extend beyond that provided by SERIS Security's suppliers and is valid for no longer than one (1) year after Delivery, except in the case of Consumers, for whom the warranty period is two (2) years. The Client must notify SERIS Security of any defect within two (2) months of its discovery. After this period, any right to repair or replacement lapses. Defects that come to light more than six (6) months after Delivery are not deemed to have existed at the time of Delivery, unless the Client proves otherwise. The six (6)-month period does not apply to Consumers, for whom the statutory presumption that the defect existed at the time of Delivery remains in force for two (2) years. Any repair or replacement carried out under these provisions merely results in the original warranty period being suspended (and is therefore never extended). The warranty applies only if the Client demonstrates that the defects occur under normal conditions of use. This excludes the consequences of Force Majeure, abnormal use, aggravation of the situation due to negligence, and all other external causes (tampering by third parties, water damage, lightning, power surges, etc.).
- 10.2.2 For Companies, the Goods are transported at the Client's risk and expense, unless otherwise specified in writing. The risk is transferred to the Client upon conclusion of the Contract. The Client then bears the risk of loss, damage and theft. The storage of the Goods pending delivery and dispatch is at the Client's risk.
- 10.2.3 For Consumers, the Goods are transported at the risk of SERIS Security. If the transport costs are to be borne by the Client, they will be included in the Contract. The risk is transferred to the Client upon delivery. The Client then bears the risk of loss, damage and theft. The storage of the Goods pending delivery and dispatch is at the risk of SERIS Security.
- 10.2.4 The delivered Goods remain the property of SERIS Security until full payment of the purchase price, including the principal sum, interest and costs. In the event of late or non-payment, SERIS Security may reclaim the delivered Goods at any time. Should the Client resell the Goods, SERIS Security is entitled to the purchase price or the claim for payment of the purchase price. Where the Client incorporates the delivered Goods into immovable property, SERIS Security's retention of title shall remain unaffected, provided that the retention of title has been registered in the pledge register. The mixing of the delivered fungible Goods shall not affect the retention of title.
- 10.3. Provisions common to the lease and sale of Goods:
- 10.3.1 The Client must inspect the delivered Goods upon receipt. Any defects in the Goods must be reported by the Client in writing, by post or by email to contact.monitoring@seris.be, within 72 hours of receipt. Complaints must in any event reach SERIS Security before the Goods in question are used. Goods must not be used whilst complaints are being dealt with. If SERIS Security does not receive a complaint within this 72-hour period, any visible defects are covered.
- 10.3.2 For Companies, delivery times are indicative unless otherwise agreed in the Monitoring Contract. SERIS Security cannot be held liable in the event of these deadlines being exceeded, nor can this constitute grounds for terminating the Contract.

GENERAL & SPECIAL TERMS AND CONDITIONS

- 10.3.3 For Consumers, the delivery time is, except in cases of Force Majeure, thirty (30) calendar days after the conclusion of the Contract, unless otherwise agreed in writing in the Monitoring Contract. If, in the context of its Monitoring activities, SERIS Security is unable to deliver within this period, the Client may request that delivery be made within an additional period of fifteen (15) calendar days. If the Client does not agree to this additional period, or if SERIS Security is unable to deliver even within the additional period, the Client is entitled to compensation amounting to 10% of the value of a Contract period and may terminate the Contract immediately by registered letter addressed to SERIS Security.
- 10.3.4 SERIS Security is entitled to make partial deliveries, which SERIS Security will then invoice separately.
- 10.3.5 If the Company fails, without valid reason, to collect the Goods on the date communicated to it, or if it refuses to take delivery of them, SERIS Security reserves the right to regard the Contract as after the expiry of a period of fifteen (15) calendar days, to be deemed terminated without judicial intervention, without prior notice of default and without prejudice to the right to claim additional compensation (storage costs, transport costs, etc.).
- 10.3.6 If the Consumer, without valid reason, fails to collect the Goods on the date communicated to them or refuses to accept them, SERIS Security reserves the right to treat the Contract as terminated, without judicial intervention, upon the expiry of a period of ten (10) calendar days following notice of default, and without prejudice to its right to claim additional compensation (storage costs, transport costs, etc.).
- 10.3.7 The Company must ensure that SERIS Security is able to carry out the delivery of the Goods in the usual manner, at the scheduled location and on the agreed date. In particular, it must ensure that the place of delivery is accessible, that the equipment required to unload the Goods or to provide the Services is available, and that there are sufficient free parking spaces available. If these conditions are not met, the Client must reimburse any additional costs, such as waiting time charges and parking fees or charges.

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