

## **GENERAL TERMS AND CONDITIONS OF DELIVERY**

**Kooi Trading B.V., Kooi Service & Security Centre B.V., Kooi Observation Centre B.V., Kooi Security Deutschland GmbH, Kooi Security Scandinavia AB, Kooi Security Scandinavia Aps and Kooi Security France S.A.R.L.**

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### **A. GENERAL / SALE**

#### **1. Definitions**

In these General Terms and Conditions of Delivery the terms listed below have the following definitions:

*Service*: any form of services, delivery and/or production of goods, property, transportation, sale and/or lease (of property) provided by Kooi Security either or not for the purpose of the Supervision Installation, by whatever name or designation, for a Co-Contracting Party.

*Kooi Security*: Kooi Trading B.V., Kooi Service & Security Centre B.V., Kooi Observation Centre B.V., Kooi Security Deutschland GmbH and Kooi Security Scandinavia AB, such individually and/or collectively.

*Terms and conditions of delivery*: these General Terms and Conditions of Delivery.

*Control Room*: the room from which Kooi Security exercises surveillance, manages the Surveillance Installation, receives Signals and deals with Signals in the context of the Service.

*Agreement*: the agreement concluded between Kooi Security and a Co-Contracting Party, in the context of the Service.

*Party/Parties*: Kooi Security and/or the Co-Contracting Party.

*Signals*: (camera) images, temperature signalling and other signalling by a Surveillance Installation.

*Surveillance Installation*: the (surveillance) camera or another security product including equipment, which (as an object) is object of the Agreement and is used by Kooi Security and/or the Co-Contracting Party in the context of the Service.

*Co-Contracting Party*: each natural person or legal person with whom Kooi Security concludes an Agreement or to whom it makes an offer.

### **2. Applicability**

- 2.1. All offers and all Agreements relating to the Service of Kooi Security are exclusively subject to these Terms and Conditions of Delivery. The Co-Contracting Party with whom contracts were entered into on the basis of these terms and conditions, agrees to the applicability of the Terms and Conditions of Delivery to future and/or follow-up agreements and Service with/of Kooi Security.

- 2.2. General terms and conditions (of purchase) used by the Co-Contracting Party and other clauses (of the Terms and Conditions of Delivery deviating from Kooi Security) are expressly rejected by Kooi Security, unless they were expressly accepted by Kooi Security in writing.
- 2.3. If any clause or any part of a clause of the Terms and Conditions of Delivery for any reason whatever is not binding in full or in part, this will leave the binding nature of the remaining clauses of the Terms and Conditions of Delivery and/or the remaining part of the relevant clause intact.
- 2.4. The Terms and Conditions of Delivery also serve third parties contracted by Kooi Security for (the purpose of providing) its Service.
- 2.5. When the contents of the Agreement deviate from the contents of the General Terms and Conditions of Delivery, the contents of the Agreement will prevail.

### **3. Offers and formation of the Agreement**

- 3.1. All offers of Kooi Security are subject to confirmation, unless expressly stated otherwise. The offers of Kooi Security can neither be multiplied without the permission of Kooi Security, nor be made available for inspection to third parties.
- 3.2. The offer is valid until two weeks after being signed.  
Agreements (and amendments thereto) are concluded by written or electronic confirmation of (an authorized employee of) Kooi Security.  
With regard to Agreements for which no offer and/or confirmation of nature and scope has been sent, the invoice is deemed to set forth the Agreement accurately and fully.
- 3.3. Any documents furnished by or by order of Kooi Security upon entering into the Agreement, including advice, are subject to confirmation, unless expressly stated otherwise.

- 3.4. Unless the contrary was agreed upon, the Agreement between Kooi Security and the Co-Contracting Party is entered into for an indefinite period of time. Parties are entitled to terminate the Agreement, subject to a notice period of two months, in writing (e-mail will suffice).
- 3.5. An Agreement for a definite period of time is deemed to have been renewed for the same period after the lapse of the agreed period, unless the Agreement was terminated by the Co-Contracting Party in writing (an e-mail will suffice) no later than seven days prior to the expiry date of this period.
- 3.6. In case of termination pursuant to article 3.7 Kooi Security is entitled to the full value of the agreed amount, subject to a minimum of € 1,000 VAT exclusive, or compensation over the remaining term of the Agreement on the basis of the total lease price increased by the costs incurred as a result of the non-completion. Kooi Security sends the Co-Contracting Party a specified final account stating the amount due by the Co-Contracting Party as a result of the termination.
- 3.7. Kooi Security is authorized, if it deems such necessary, to contract third parties for the proper execution of the Agreement. The costs of this will be charged on to the Co-Contracting Party. If possible and/or if necessary, Kooi Security will enter into consultation with the Co-Contracting Party about this matter.

### **4. Prices, changes and additional work**

- 4.1. All prices stated in the offer of Kooi Security are stated in euros (€) and gross, excluding tax(es) and/or duties (including turnover tax and import and export duties) and environmental levies, unless expressly stated and/or agreed otherwise. Kooi Security is always authorized to index the effective prices and rates annually.
- 4.2. The prices and other terms of payment are based on the nature and the scope of the Service to be provided as stated in the offer. In the event of partial orders, Kooi Security is entitled to revise the prices and terms of payment stated in the offer.

- 4.3. Kooi Security is entitled, also without giving notice to or consultation with the Co-Contracting Party, but always with due observance of the standards of reasonableness and fairness, to replace items and/or carry out changes in the agreed Service or carry out additional work, if it deems such necessary for a proper and skilful rendering of the agreed Service or if such is necessary on account of new or altered (governments) regulations.
- 4.4. Kooi Security is entitled to charge its additional work separately. Additional work is taken to mean anything provided, added and/or presented by Kooi Security in excess of the quantities and/or activities explicitly laid down in the Agreement.

## **5. Payment**

- 5.1. Payment is to be effected within 30 days after the invoice date, unless the contrary has been agreed upon, failing which the Co-Contracting Party will be in default by operation of law, without any warning or prior notice of default being required.
- 5.2. If the Co-Contracting Party fails to pay any amount it owes in a timely manner, it will pay an interest of 10% per month in respect of the (invoiced) amount from the due date of the invoice until the date of full payment, while part of a month will count as a full month.
- 5.3. Any judicial and extrajudicial expenses relating to the collecting of any claim on the Co-Contracting Party will be for its account without any notice by Kooi Security being required. The extrajudicial expenses amount to at least 15% of the invoiced amount(s), subject to a minimum of € 1,000 VAT exclusive.
- 5.4. Kooi Security is always entitled to demand a down payment and/or advance payment and/or furnishing of security from the Co-Contracting Party prior to the delivery. Kooi Security also has this right during the term of the Agreement and regarding follow-up agreements. If the Co-Contracting Party fails to comply with the request for a down payment and/or advance payment and/or furnishing of security, Kooi Security is entitled to dissolve the Agreement, in which case Kooi Security is entitled to compensation. The Co-Contracting Party cannot invoke any right concerning the compliance with the Agreement, before the requested down payment and/or advance payment and/or furnishing of security has taken place.
- 5.5. The Co-Contracting Party has the duty to promptly notify Kooi Security on any errors in the payment data provided or stated.
- 5.6. Without the explicit permission of Kooi Security, the Co-Contracting Party has no permission to suspend, offset and/or compensate for its payment obligation(s) towards Kooi Security with a claim of the Co-Contracting Party on Kooi Security, for any reason whatsoever. The Co-Contracting Party cannot invoke a right of retention vis-a-vis Kooi Security.
- 5.7. If the Co-Contracting Party is in default of a payment owed by it to Kooi Security and/or if the Co-Contracting Party fails to meet any obligation arising from the Agreement and/or these Terms and Conditions of Delivery, all claims of Kooi Security on the Co-Contracting Party are immediately due and payable, without any additional notice of default being required, and Kooi Security is authorized to suspend its (further) compliance with all Agreements concluded with the Co-Contracting Party.
- 5.8. Payments made by or by order of the Co-Contracting Party serve to cover the extrajudicial collection costs due, the judicial costs, the interests due, and thereafter according to the age of the receivables, regardless of any directions of the Contrary Party to the contrary.

## **6. Delivery, delivery period and risk transfer**

- 6.1. Deliveries can be made "ex factory" or "ex works", depending on the provisions in the Agreement. Delivery "ex factory" is taken to mean the delivery of goods from the (storage) site of Kooi Security, or from another location designated by Kooi Security. Delivery "ex works" is taken to mean the delivery of goods at the (unloading) location agreed upon with and designated by the Co-Contracting Party, unlike "ex factory".
- 6.2. The terms stated by Kooi Security for the goods to be delivered are approximate only and do not apply for Kooi Security as final terms, unless the contrary has been expressly agreed upon in writing.
- 6.3. In the event that final (delivery) terms are exceeded, or in the event of default after a notice of default, the Co-Contracting Party is not entitled to compensation and/or non-compliance with any obligation arising from the Agreement, but only the choice to demand compliance within a reasonable term set by the Co-Contracting Party, or to dissolve the Agreement in respect of the part not yet carried out.
- 6.4. Kooi Security is authorized to make partial deliveries, which can be invoiced by Kooi Security separately. In that case the Co-Contracting Party must pay in accordance with the provisions in these Terms and Conditions of Delivery.
- 6.5. In case of force majeure, and if a delay has been caused by the – either or not imputable – acts or omissions of the Co-Contracting Party or a third party, the delivery period will be extended by at least the duration of the delay.
- 6.6. From the date of delivery the goods delivered are for the account and risk of the Co-Contracting Party.

## **7. Complaints**

- 7.1. The Co-Contracting Party has the obligation to examine and/or inspect the goods immediately upon delivery. If the Co-Contracting Party finds any visible defects or shortcomings, the Co-Contracting Party must notify Kooi Security on this immediately upon delivery, failing which the Co-Contracting Party will be deemed to have accepted the goods delivered and any claim against Kooi Security regarding those visible defects or shortcomings will lapse.
- 7.2. The Co-Contracting Party must notify Kooi Security in writing on any complaints regarding non-visible defects or shortcomings immediately but at least within 8 days after they were found, failing which any claim against Kooi Security regarding those defects and/or shortcomings will lapse.
- 7.3. Complaints relating to invoices of Kooi Security must be filed in writing within 8 days after the invoice date, failing which the invoice is deemed to be correct and complete and any claim against Kooi Security in relation thereto will lapse.
- 7.4. Minor deviations in design and/or quantities and/or quality common in the line of business of the good concerned and/or never constituted a basis for complaints.
- 7.5. A complaint filed by the Co-Contracting Party regarding a specific delivery of goods does not suspend the (payment) obligations of the Co-Contracting Party of this and any other deliveries and does not give the Co-Contracting Party the right of setoff.
- 7.6. Each claim of the Co-Contracting Party, including claims for damage or repair or replacement of items and/or the delivery of a missing part lapses if the flaw, the defect, or the damage were notified too late and lapses in any event one year after delivery, unless Parties have agreed on another term.

## **8. Liability**

- 8.1. With regard to the possible liability of Kooi Security, the restrictions stated in this article apply, with each limitation being applicable without prejudice to the other limitations of the liability of Kooi Security specified in this article or otherwise in these Terms and Conditions of Delivery.
  - 8.2. Kooi Security is not liable for any damage caused by incorrect and/or incomplete information provided by or on behalf of the Co-Contracting Party.
  - 8.3. Kooi Security is not liable for the factual security of the Co-Contracting Party and/or the locations and/or the property of the Co-Contracting Party. The only function of the Surveillance Installation is to generate Signals within its technical possibilities and communicate these to the Control Room while the only function of the Control Room is to receive the communicated Signals. The conclusion of an agreement with Kooi Security in respect of a Service does not give the Co-Contracting Party any guarantee that burglary, fire and/or other causes of damage are prevented or actually detected and communicated to the Control Room.
  - 8.4. Kooi Security is in no case liable if the Co-Contracting Party failed to follow the advice and/or instructions given by Kooi Security and/or the third parties contracted by it, or failed to follow them fully and/or properly.
  - 8.5. With regard to any Signals which have been received by the Control Room after the date on which the Agreement between Kooi Security and the Co-Contracting Party was terminated, the duty of Kooi Security to examine these Signals lapses. With regard to these Signals Kooi Security accepts no liability whatsoever.
  - 8.6. The liability of Kooi Security is limited to repairing the item or Service provided or the replacement of the item provided or re-performance of the Service provided within a reasonable period of time after a malfunction or shortcoming has been reported to it or was detected by it in any other way.
  - 8.7. The liability of Kooi Security is limited to compensation of only the direct damage as a result of an attributable shortcoming in the fulfilment of an Agreement. Direct loss is exclusively taken to mean the reasonable costs to make the faulty item or Service conform to the Agreement. Kooi Security is not liable for any form of indirect loss, including, but not limited to, consequential loss, for example consisting of costs of removal or re-installation or assembly of the items, direct or indirect trading loss, business interruption loss, delay in the construction, loss of orders, loss of profit and processing costs.
  - 8.8. Should Kooi Security be liable for any damage, the liability is limited to the value of the invoice for the relevant defective item or the value of the Service, subject to a maximum of € 10,000 per claim.
  - 8.9. In any event the liability of Kooi Security is always limited to the amount paid by its insurance company in the case concerned, increased by the excess of Kooi Security under its insurance.
  - 8.10. The Co-Contracting Party indemnifies Kooi Security against all claims from third parties, regardless of their denomination, that are related to the item or Service provided by Kooi Security to the Co-Contracting Party.
- 9. Guarantee**
- 9.1. Kooi Security provides the same guarantee for the Surveillance Installation as the suppliers of Kooi Security provide to it. The guarantee exclusively applies during the guarantee periods set by its suppliers, unless Parties agree otherwise. The guarantee mentioned in this article implies that Kooi Security will deliver the parts or the Surveillance Installation as a whole again. This guarantee does not oblige Kooi Security to credit invoiced amounts.
  - 9.2. The guarantee mentioned in this article only applies if the Co-Contracting Party has met all its payment obligations towards Kooi Security.

- 9.3. Any form of guarantee will lapse if a defect has been caused as a result of or arising from improper use of the Surveillance Installation or improper storage by the Co-Contracting Party and/or by third parties when, without the written permission of Kooi Security, the Co-Contracting Party or third parties have tampered with or sought to tamper with the Surveillance Installation, added other objects to it that should not be added to it or if they were processed in a manner other than the prescribed manner.
- 9.4. Nor can the Co-Contracting Party lay claim to guarantee if the defect was caused by or is the result of circumstances beyond the control of Kooi Security, including weather conditions (such as but not limited to excessive precipitation or temperatures) etc.
- 9.5. After the lapse of the guarantee period all costs of repair or replacement, including administrative costs, forwarding costs and call-out charges will be charged to the Co-Contracting Party.

#### **10. Retention of title**

- 10.1. All items delivered by Kooi Security remain the property of Kooi Security until the date of full payment of all receivables of Kooi Security by virtue of the Agreement(s) concluded with the Co-Contracting Party. This also includes interest and costs of claims arising from the Co-Contracting Party's failure to comply with such an Agreement. The title will pass to the Co-Contracting Party only when it has paid all claims of Kooi Security also arising from other deliveries in full. The Co-Contracting Party is not permitted to invoke the right of retention as regards the costs of safekeeping or to offset these costs against the performance owed by it.

- 10.2. The Co-Contracting Party is not entitled to fully or partially alienate, lease to third parties, give in use, pledge or otherwise encumber for the purpose of third parties the items subject to the retention of title except in the context of its ordinary conduct of business. In case of a violation of this the amount due, irrespective of terms of payment, is immediately and fully due and payable. In the event of resale the Co-Contracting Party assigns to Kooi Security already on the formation of the Agreement all rights to collecting the purchase price arising from the resale.
- 10.3. Notwithstanding its other rights and remedies, Kooi Security is irrevocably authorized by the Co-Contracting Party to access its location, if the Co-Contracting Party fails to fulfil its obligations towards Kooi Security, without any notice of default or judicial intervention, and take back the items delivered by it and belonging to it.
- 10.4. In case of a seizure, (provisional) suspension of payments, debt rescheduling or insolvency, the Co-Contracting Party is obliged to immediately point out the rights (of ownership) of Kooi Security to the bailiff effecting the seizure, the administrator or the insolvency practitioner.

#### **11. Intellectual property, industrial property and software**

11.1. All (information contained by) offers, drafts, designs, images, software, documents, drawings, etc. and the associated rights of industrial and intellectual property and/or equivalent rights (hereinafter: "the intellectual property rights") made available by Kooi Security or manufactured by, on behalf of or by order of Kooi Security or otherwise obtained or emerged in the context of the Agreement, rest with Kooi Security from the inception of these rights. The intellectual property rights are and will remain the property of and be in the custody of Kooi Security, even if costs were charged by the Co-Contracting Party for the manufacturing thereof. Insofar as necessary the Co-Contracting Party hereby transfers all property rights as mentioned in this article irrevocably and free of charge to Kooi Security, which accepts these property rights. Insofar as a formality is required for this, the Co-Contracting Party will give its full cooperation to establishing this formality. The Co-Contracting Party is not permitted to copy (parts of) the intellectual property rights, make them available to third parties or allow third parties to inspect them and/or disclose the contents thereof to third parties, to multiply, publish and imitate them, unless Kooi Security has granted its prior permission to this in writing.

11.2. To the extent that software and/or documentation are supplied with, or have been embedded in a product, the intellectual property rights of the software will remain with Kooi Security. The Co-Contracting Party can sell items originating from Kooi Security only under the trademark, the logo, the trade name and in accordance with the specifications including the items delivered to the Co-Contracting Party. The Co-Contracting Party is not permitted to alter the quality of the items and services purchased by Kooi Security, including the labelling, printing and instructions. The trademarks, type and identification numbers and signs on the items delivered are not to be removed, damaged or changed. The guarantee clause of article 9 is not applicable to items of which the identification numbers are missing or are illegible.

11.3. The Agreement contains no transfer of the intellectual property rights as part of the transfer of objects or services to the Co-Contracting Party. The Co-Contracting Party will promptly notify Kooi Security in writing if the Co-Contracting Party were to establish infringements upon the intellectual property rights, if a third party lays claim to rights to the intellectual property rights or if a third party argues that one or more of the intellectual property rights infringe upon its rights. Kooi Security reserves the right to check the use of the intellectual property rights and to discontinue the use with immediate effect at its own discretion. The Co-Contracting Party will give its full cooperation in that case.

11.4. Kooi Security does not guarantee that the objects delivered to the Co-Contracting Party do not infringe upon any written or unwritten intellectual property right of third parties.

11.5. The Co-Contracting Party is not permitted:  
a. to modify, adjust, alter or convert software that has been embedded in or provided by Kooi Security or to create derived products or services of Kooi Security, such in the broadest sense;

b. to assign, (sub)licence, lease, loan, transfer, disclose or otherwise make software available to a third party, such in the broadest sense;

c. to combine the software provided and the intellectual property rights with or include them in other software without the written permission of Kooi Security, and/or;

d. to reverse assemble, decompile, disassemble or otherwise deduce the source code from the software made available, without the explicit written permission of Kooi Security.

11.6. In case of a breach of one of the clauses in this article by the Co-Contracting Party, the Co-Contracting Party will forfeit to Kooi Security an immediately payable penalty not subject to mitigation of € 5.000 per breach, without any prior notice of default by Kooi Security being required.

## **12. Force majeure**

12.1. In case of force majeure on the part of Kooi Security, Kooi Security is entitled – at its option – to either suspend the execution of the Agreement for the duration of the force majeure, or to dissolve the Agreement in full or in part, without judicial intervention and without Kooi Security being bound to pay any damages for that reason.

12.2. Force majeure is taken to mean any circumstance independent of the will of Kooi Security – even if it could be foreseen at the time that the Agreement was concluded – which permanently or temporarily impedes or burdens the fulfilment of the Agreement, and, insofar as not yet included therein, war, scarcity of materials, equipment, working materials, supplies necessary to Kooi Security but failing to occur, lack of workers and/or personnel, strikes, days not worked because of (extreme) weather conditions (such as heavy winds) and other similar events and/or serious disruptions at the company of Kooi Security or one of its suppliers. This applies regardless of whether the circumstances causing the force majeure occur in the Netherlands or abroad.

## **13. Suspension and dissolution**

13.1. Kooi Security is entitled to either suspend the execution of the Agreement or dissolve the Agreement in full or in part without notice of default and without judicial intervention, without being held to pay any damages or provide any guarantee and notwithstanding its rights, in the cases listed below:

- If the Co-Contracting Party fails to fulfil any obligation arising from the Agreement concluded with Kooi Security, an Agreement connected thereto or the Terms and Conditions of Delivery;
- If there is good reason to fear that the Co-Contracting Party is or will be unable to fulfil its obligations towards Kooi Security;
- in case of insolvency, debt rescheduling, suspension of payments, stoppage, liquidation, placement under guardianship or full or partial transfer of the company of the Co-Contracting Party including the transfer of part of its receivables.

13.2. In each of the cases listed in article 13.1 all claims of Kooi Security on the Co-Contracting Party are immediately and fully due and payable, the Co-Contracting Party is obliged to immediately return the property of Kooi Security and Kooi Security is entitled to access the areas and buildings of the Co-Contracting Party, in order to take back the property concerned. All costs incurred and losses suffered by Kooi Security in consequence thereof are for the account of the Co-Contracting Party.

## **14. Applicable law and disputes**

14.1. All legal relationships between Kooi Security and the Co-Contracting Party are governed by the law of the Netherlands. The applicability of the Vienna Sales Convention and foreign legislation is expressly excluded.

14.2. The Dutch text of the Terms and Conditions of Delivery is always decisive for the interpretation thereof.

14.3. Any disputes arising from or connected to the Agreement(s) and/or these Terms and Conditions of Delivery will be subject to the judgment of the competent court in the district of Noord-Nederland, Leeuwarden location.

## **B. EXECUTION OF THE AGREEMENT**

### **15. Applicability**

- 15.1. Section B ("SERVICES / EXECUTING ORDERS") is applicable to requests, offers and Agreements pertaining to the services and the execution of orders by Kooi Security.
- 15.2. Section A ("GENERAL / SALE") and section C ("LEASE") fully apply to the aforementioned requests, offers and Agreements, unless Section B or the Agreement expressly deviate from it.

### **16. The Surveillance Installation**

- 16.1. Kooi Security is the owner of the Surveillance Installation, unless Parties have agreed on the contrary in writing.
- 16.2. The Co-Contracting Party is not permitted to pledge, encumber, lease or otherwise give in use or make available the Surveillance Installation, or to transfer the rights and obligations arising from the Agreement to third parties.  
The Co-Contracting Party guarantees that the Surveillance Installation is not connected in any way to movable or immovable property in order that accession, confusion or specification can take place, nor that the Surveillance Installation can be part of other movable or immovable property.
- 16.3. The Co-Contracting Party is obliged to duly take appropriate measures to prevent damage to, in or by the Surveillance Installation as a result of frost, precipitation, storm, other weather conditions, short-circuit, fire, leakage, and the like. If nonetheless any of the above damage is caused, the Co-Contracting Party must notify Kooi Security immediately and the Co-Contracting Party is fully liable to Kooi Security and affected third parties. The Co-Contracting Party indemnifies Kooi Security against any claims of third parties.

16.4. The Co-Contracting Party will always enable Kooi Security, or a person authorized for that purpose by Kooi Security, to inspect the Surveillance Installation. The Co-Contracting Party must give Kooi Security, or the aforementioned authorized agent, free access to the business space or the location, and allow the inspection of all documents pertaining to the Surveillance Installation.

### **17. Use of Surveillance Installation**

- 17.1. The Co-Contracting Party is obliged to provide, for its own account and risk, the (network) connection necessary for the Surveillance Installation, including (but not limited to) power supply, phone, Internet, UMTS, DSL, or broadband connection.
- 17.2. The Co-Contracting Party is obliged to use the Surveillance Installation in a correct manner in conformity with the intended purpose and/or and in accordance with the guidelines and statutory rules applicable to the Surveillance Installation and to keep it in a good condition, insofar as it can be held to do so on the basis of the Agreement.
- 17.3. In order to enable the proper execution of the Agreement by Kooi Security the Co-Contracting Party will always furnish all data or information that it deems necessary to Kooi Security in due course and give the cooperation requested.

### **18. The Control Room**

- 18.1. In the Control Room Signals of the Surveillance Installation are received and processed in order to alert the persons and/or provide the Service.
- 18.2. Kooi Security will analyse and process the Signal only when it has been received error-free in the Control Room of Kooi Security.
- 18.3. The Control Room exclusively alerts people in conformity with the written instructions provided by the Co-Contracting Party. For this purpose, Kooi Security observes the order stated by the Co-Contracting Party as far as possible.

- 18.4. If the Signals registered by the Control Room deviate from the data registered by the Surveillance Installation, the Signals registered by the Control Room will be decisive in case of a dispute.
- 18.5. If the Signals of the Surveillance Installation provide cause or if an employee of the Control Room watching the Signals can insufficiently assess the situation at the location due to bad transmission and/or poor atmospheric conditions causing the Signals to be of insufficient quality, the employee of Kooi Security is entitled, for the account of the Co-Contracting Party, to engage a surveillance service or (other) employee to enable it/him to assess the situation at the location.
- 18.6. The quality of the Signals of the Surveillance Installation can be adversely affected by external circumstances that are neither for the account nor the risk of Kooi Security. This includes the quality of the connection between the Surveillance Installation at the object and the Control Room where the Signals are received, and poor atmospheric conditions and illumination at the object. Partly as a result of this the accuracy and completeness of the perception can never be guaranteed by Kooi Security.

### **19. Other mutual obligations**

- 19.1. When executing the Agreement Kooi Security is obliged to provide the care that can under the given circumstances be reasonably expected of it. Kooi Security undertakes to execute the Agreement to the best of its ability and in accordance with high standards. The Service to be provided by Kooi Security always concerns a best efforts obligation and not an obligation of result.
- 19.2. The Co-Contracting Party undertakes the following:
- if Signals are caused by the Co-Contracting Party, to promptly notify Kooi Security on this matter;

- to immediately notify Kooi Security in writing on any circumstance that may disrupt the proper functioning of the Surveillance Installation (such as defects or power failure);
- to meet all technical and administrative conditions used by Kooi Security;
- to obtain and maintain sufficient knowledge about applicable statutory clauses or measures taken by the authorities, including the obligation to provide the proper licenses applicable to the location.

### **20. Privacy and data processing**

- 20.1. The registered Signals as they are received in the Control Room will be stored by Kooi Security (to a limited extent). The storage of these Signals takes place in conformity with the prevailing laws and regulations.
- 20.2. The Co-Contracting Party indemnifies Kooi Security against any claims of persons whose personal data have been registered or are processed in the context of a registration of personal data kept by the Co-Contracting Party or for which the Co-Contracting Party is otherwise responsible on the basis of the law, unless the Co-Contracting Party proves that the facts serving as the basis for the claim are exclusively attributable to Kooi Security.
- 20.3. The responsibility for the (personal) data processed by using a Service provided by Kooi Security resides exclusively with the Co-Contracting Party. The Co-Contracting Party guarantees towards Kooi Security that the contents, the use and/or the processing of the (personal) data are not unlawful and do not infringe upon any right of a third party and are in accordance with the prevailing laws and regulations, including but not limited to the General Data Protection Regulation ((EU) 2016/679). The Co-Contracting Party indemnifies Kooi Security against any claim of third parties, for any reason whatsoever, in connection with these (personal) data or the execution of the Agreement.

### **C. LEASE**

#### **21. Applicability**

- 21.1. Section C ("LEASE") is applicable to all requests, offers and Agreements pertaining to the lease of property (material) and/or personnel by Kooi Security. This also includes the lease of property and/or personnel of third parties by Kooi Security.
- 21.2. Section A ("GENERAL / SALE") and section B ("SERVICES / EXECUTION OF ORDERS") fully apply to the aforementioned requests, offers and Agreements, unless Section C or the Agreement explicitly deviate from it.

## **22. Damage, maintenance and theft**

- 22.1. During the term of the Agreement all risks of the Surveillance Installation, including the risk of theft or embezzlement or loss, are for the account of the Co-Contracting Party, also if the Co-Contracting Party has no blame.
- 22.2. Breakdowns of the Surveillance Installation are repaired by Kooi Security within a reasonable term, unless this is impossible due to force majeure, including (but not limited to) power failure and/or disturbance of the phone, Internet, UMTS, DSL or broadband connection. In case of breakdowns Kooi Security is entitled to charge compensation and call-out charges to the Co-Contracting Party.
- 22.3. Any damage caused to the Surveillance Installation must be reported by the Co-Contracting Party to Kooi Security immediately, or at least within one working day after it was discovered.
- 22.4. Apart from damage due to normal wear and tear, damage to the Surveillance Installation is repaired or replaced at the expense of the Co-Contracting Party, such at the discretion of Kooi Security. The Co-Contracting Party is obliged to permit repair and replacement of the Surveillance Installation without being entitled to non-payment of rental or to compensation owing to inconvenience, time lost, replacement or otherwise. The Co-Contracting Party is liable for any damage suffered by Kooi Security in connection to the damage to or by the Surveillance Installation, such as but not limited to: surveyor's fees, trading loss/consequential loss, etc., regardless of whether the damage was caused by the Co-Contracting Party, a third party, or force majeure.
- 22.5. In the event of theft or loss of the Surveillance Installation the Co-Contracting Party must report this to Kooi Security within one working day after discovering the theft and report it to the police. The Co-Contracting Party must also submit a (copy of the) official record of burglary to Kooi Security. The Co-Contracting Party is liable for any damage suffered by Kooi Security in connection with the theft or loss of the Surveillance Installation, such as but not limited to: surveyor's fees, trading loss/consequential loss, etc., regardless of whether the loss was caused by the Co-Contracting Party, a third party or force majeure.

## **23. Termination**

- 23.1. The Co-Contracting Party is entitled to terminate the Agreement (concerning the lease) prior to the lease period in writing (e-mail will suffice), unless the contrary has been agreed upon in the Agreement.
- 23.2. If the Co-Contracting Party terminates the Agreement (concerning the lease), it will owe the following damages:
- In case of termination up to 30 days prior to the commencement date of the lease 15% of the total rental price;

- In case of termination up to 14 days prior to the commencement date of the lease 50% of the total rental price;
- In case of termination up to 7 days prior to the commencement date of the lease 75% of the total rental price;
- In case of termination up to 2 days prior to the commencement date of the lease 90% of the total rental price;
- In case of termination within 2 days prior to the commencement date of the lease 100% of the total rental price.

23.3. If the Co-Contracting Party in other cases than those stated in this article terminates the Agreement, it will owe 25% of the agreed amount increased by VAT, subject to a minimum of € 1,000.00 VAT exclusive.

23.4. Termination is not possible with regard to property that has been damaged, used or become unfit for sale or lease.

## **24. Termination and return**

24.1. In the event that the Agreement is terminated, for any reason whatsoever, Kooi Security is authorized to seize the Surveillance Installation without any notice of default and/or judicial intervention and to access the premises where it is located. Any costs relating thereto are for the account and risk of the Co-Contracting Party.

24.2. The Surveillance Installation will again be for the risk of Kooi Security after it has been picked up by Kooi Security and/or received by Kooi Security. When picking up and/or receiving the Surveillance Installation Kooi Security will inspect the condition of the Surveillance Installation. Any damage, loss and/or contamination found during that inspection will be for the account of the Co-Contracting Party.