



This is a translation of “Allgemeine Vertragsbedingungen des Wachunternehmens G4S”, Rev. Nr. 09-09/14 which form the legal basis of all contracts with G4S Secure Solutions AG.

This translation serves as an additional information to our customers. Please note that its exact conformity with the German version of the “Allgemeine Vertragsbedingungen des Wachunternehmens G4S” is not certified.

And please note that in the case of differences in the interpretation the German version of the “Allgemeine Vertragsbedingungen des Wachunternehmens G4S” is decisive and legally binding.  
Austrian Law is applicable; jurisdiction is Vienna.

## General Contractual Terms and Conditions of the Security Company G4S

### 1. General execution of duties

Guard duty shall be provided by uniformed, trained guard personnel providing mobile services or static guard services. With mobile services, controls shall be made on each circuit, unless otherwise agreed. Circuits shall be undertaken where possible at irregular times. It may be necessary to abstain from intended walkabouts, circuits and controls where unforeseen events in the grounds make this necessary. Static guard services shall be performed in line with "Special duty instructions" developed jointly with the contractual partner.

### 2. Extent of guard duty and operational directive

In individual cases, the written operational directive shall solely apply to the performance of guard duties. It includes detailed guidelines for walkabouts, controls and other service work to be provided in accordance with the Customer's instructions. We cannot accept liability for the certain success of the guard duty. Modifications and additions to the operational directive shall require agreement in writing. Orders relating to this, which are directed to the service providers alone, are inadequate. The Customer shall be responsible for ensuring the accuracy and completeness of all information relevant to fulfilling the contract. Should the operational directive agree "External surveillance", then monitoring shall only be provided from the street. With "Internal surveillance" in contrast, monitoring shall be provided in the inside of the property - depending on the operational directive - in courtyards, gardens, buildings etc. If no specific requirements are agreed in the operational directive, then three circuits shall be made of the grounds each night. With static guard services, the number of circuits shall be mutually agreed. The Customer shall draw the security company's attention in writing to any especially valuable objects or objects at risk of theft and shall make appropriate, lockable storage receptacles or rooms available. Cash and cash substitutes (e.g. vouchers, bonds, coins) shall only be taken into the charge of the security company ("G4S") if they are handed over and taken back counted piece by piece and appropriate, lockable storage receptacles shall be provided at the surveillance location.

### 3. Keys

Keys required for guard duty and other services shall be provided promptly and free of charge by the Customer. G4S shall be liable under Point 12 for loss of keys and for damage to keys caused by the guard personnel.

### 4. Information signs and checkpoints

Usual information signs shall be put in place at the start of surveillance and other services - providing there are no contrary instructions on the part of the Customer. The signs shall remain the property of G4S and shall be removed by G4S at the end of the contract. Any control buttons ("checkpoints") installed at the start of the Agreement will become the property of the Customer. G4S is not obliged to restore the previous state in respect of the control points or the signs.

### 5. Complaints

Complaints of any kind relating to the performance of the services or other inadequacies, should be notified immediately in writing to the management of G4S with a request for rectification, otherwise G4S shall be unable to accept legal consequences based on alleged complaints. If these complaints shall refer to significant infringements that jeopardise the purpose of the Contract, the Customer shall be entitled to terminate the Contract without notice should he notify the management of G4S immediately in writing and should the latter not remedy the situation in the shortest possible time - but at the longest within one week.

### 6. Contract term

The security contract and all other service contracts shall run for five years, unless otherwise agreed in writing. The term of the contract shall be extended by a further year if the contract is not terminated in writing at least three months prior to expiry of the contract term.

### 7. Execution by other security companies

G4S shall be entitled to utilise other commercial security companies to perform its duties.

### 8. Interruption of security services

In the event of acts of God, in particular due to strikes, riots and in the event of war, G4S can interrupt or alter the security services and other services appropriately where the performance of these services shall be prevented. The Customer shall not be obliged to make payment for the duration of interrupted services.

### 9. Premature termination of contract

With the exception of legal succession, the Customer can terminate the Contract prematurely by giving a notice period of one month in the event of the sale or other complete surrender of the property being guarded, unless this is merely a relocation, in which case the guard duty and other services shall be continued at the new location. Should G4S have to surrender or alter the site to be guarded for economic or other reasons not in its control, it shall be entitled to terminate the contract prematurely subject to a cancellation term of one month. However, G4S shall have a duty to do its utmost to ensure that the services are provided by another suitable security company. G4S shall be entitled to terminate the Contract with immediate effect and seek compensation for damages suffered by it through this if the Customer shall become insolvent. The same applies in the event of a downgrading of the Customer's credit rating. G4S can also terminate the Contract with immediate effect and seek compensation for damages suffered by it through this, if the Customer - despite the setting of an 8-day period of grace - shall be in default with regard to the services to be provided by it or shall hinder or have hindered the execution of the contractual services. Finally, in the event of any damage related to performance that has resulted in the Customer making a claim for compensation against G4S, G4S may terminate the Agreement with a notice period of one month of its acknowledgement of the obligation to provide compensation or its refusal to provide compensation.

### 10. Legal succession

The Customer shall be obliged to assign the rights and obligations from the Contract to his legal successor in the event of legal succession. The Contract shall be unaffected by legal succession on the part of G4S.

### 11. Employment of security personnel

The Customer shall declare that the activities transferred to G4S by the Contract do not represent transfer of undertakings or partial transfer of undertakings to G4S. The Customer shall not be permitted to employ personnel provided by G4S to perform the contractual duties during the duration of the contractual relationship and for one year following the end thereof for his own guard, security or concierge services. During this term the Customer shall also prohibit third parties from employing personnel where these persons are



known in writing from G4S for security or concierge duties within his company. Should the Customer contravene this agreement, he shall be obliged to reimburse G4S, in addition to other damages, the cost of the procurement and training of suitable replacement personnel in the form of a non-negotiable one-off payment amounting to 5 times the remuneration last paid or to be paid for a full month for the total service provided.

## **12. Liability**

G4S shall be liable to provide insurance cover for the Customer up to the maximum liability figures below by taking out third party liability insurance, for damage caused by the fault of G4S or caused by its personnel in exercising its duty to meet its contractual obligations:

- a) for personal injury per person up to a maximum figure of € 1,000,000.-- but up to a maximum of € 2,000,000.-- per incident of damage,
- b) for material damage, with the exception of break-in and theft up to a maximum figure of € 2,000,000.-- for each incident of damage,
- c) for damage caused by break-in and theft up to a maximum figure of € 500,000.-- or each incident of damage.

G4S shall undertake to hold G4S, its personnel and other persons acting on behalf of G4S completely free of liability and incrimination to the extent that there is a possible justifiable legal claim on the part of a third party towards G4S that exceeds the aforementioned limits of liability. The burden of proof for blame shall lie with the Customer. In cases of slight negligence, liability shall be restricted to a contractually agreed annual payment. Only damage from break-ins or theft reported to the police shall be regarded as such. Should G4S undertake other non-security services in performing the security contract, such as the operation and care of machines, boilers, heating equipment or other systems, G4S shall be unable to accept any liability for slight negligence in providing these services. In the event of material damage, G4S shall not be liable for the value as new but merely for the market value at the time of the damaging event. Damage claims shall be handled by the insurance company. Deductions from the invoiced amount in relation to this section shall not be admitted.

## **13. Disclaimer**

G4S shall not be liable for consequential damage, e.g. loss of earnings, damage from interruption of operation etc. and for claims for compensation for damage from third parties. Furthermore, G4S shall not be liable for the duration of default in payment on the part of the Customer following issue of a reminder. Damage experienced by the Customer due to acts of God, war or terrorist activities shall be excluded from liability.

## **14. Enforcement of liability claims**

Claims for liability by G4S shall expire shall the Customer not notify G4S immediately in writing and, in the event that liability shall be rejected, shall fail to take court action within three months.

## **15. Proof of insurance**

G4S shall be obliged to take out general liability insurance to provide the maximum cover detailed in Point 12. The Customer shall be entitled to demand proof of the conclusion of this insurance.

## **16. Payment**

Payment for security and other services shall be payable one month in advance, unless otherwise agreed. In the event of default, it shall be agreed that default interest of 12 percent/annum and the reimbursement of all costs incurred by G4S for reminders and collection shall be due. G4S shall be entitled to increase the charge for services if there is a general increase in costs or a rise in wages in the security industry; it shall also be obliged to lower charges accordingly, if there is a general lowering of costs or should wages in the security industry fall. The contractual partners shall be governed by the report of the "Independent Arbitration Committee" of the Federal Ministry of economics in relation to the appropriateness of altering costs and in relation to the appropriateness of altering prices (price changes). With mobile services agreements, G4S is at the same time also entitled to adjust its fee due to a rise in material costs in its mobile services to the extent of the rise in material costs. With all service agreements, G4S is entitled to raise the fee in addition to the aforementioned price adjustment by the percentage that lies between the price adjustment of the "Independent Arbitration Committee" and the collectively agreed wage increase for the remuneration group. The Customer shall not be entitled to make counter-charges that are not established to be effective in law or that are not recognised by G4S. Several Customers shall be liable jointly for payment.

## **17. Intellectual property and retention of title**

Quotations and concepts prepared by G4S and any other documents provided by G4S or which G4S has made a contribution towards remain the property of G4S. They may only be passed on, reproduced, published or made available with the express consent of G4S; the same applies for the copying of extracts. The Customer also agrees to maintain confidentiality on the knowledge it obtains in the business relationship towards third parties. Title over goods supplied by G4S shall remain with G4S until payment has been made in full by the Customer; this retention of title shall extend to all revenue achieved by the Customer from the re-sale or processing of the goods of any kind.

## **18. Data protection**

The Customer gives its consent that personal data may be stored electronically, processed and passed onto third parties to the extent required (e.g. notification of personnel) by G4S for the performance of this agreement. G4S agrees to take reasonable technical and organisational measures to protect the Customer's data in accordance with the Data Protection Act (Datenschutzgesetz, DSG). Furthermore, its employees will expressly agree that they will treat the data as confidential in accordance with the DSG as amended.

## **19. Occupational health and safety**

The contractual partners shall agree that that the security-related and occupational health and safety care and the evaluation of permanent G4S roles provided for the Customer (e.g. guard and concierge duties, works protection, telephone services etc.) shall be provided by the Customer's organisation, likewise compliance with the requirements of the Waste Management Act. The authority of G4S's employee representation body shall be unaffected by this.

## **20. Contract start, changes to contract**

The security contract and any other contracts shall be solely concluded under these General Contractual Terms and Conditions of the Security Company G4S and shall be binding for G4S, unless otherwise agreed in writing, at the date on which the Customer receives the written order confirmation. Changes to the Contract must be made in writing.

## **21. Court of jurisdiction**

The sole court of jurisdiction shall be Vienna, unless other regulations shall imperatively apply.