

1. Scope of application

1.1. All offers, deliveries and services from DIVIS shall be provided exclusively on the basis of these general terms and conditions (DIVIS T&Cs). These terms and conditions shall apply to all current and future business transactions without the need for a repeat reference thereto in the case of repeat business.

1.2. Contrary, conflicting or otherwise differing terms and conditions from the contractual partner shall not form an integral part of the contract, even if they are known, unless DIVIS expressly agrees to them in writing. The unconditional provision of the service to the contractual partner shall not constitute agreement. The DIVIS T&Cs shall be deemed to have been accepted by the contractual partner upon acceptance of the service at the latest. Confirmations to the contrary by the contractual partner in reference to its own terms and conditions are hereby rejected.

1.3. Deviations from these DIVIS T&Cs shall only be effective if they have been confirmed by DIVIS in writing.

2. Offer and contractual content

2.1. Pre-contractual communications, in particular offers, descriptions and cost estimates, are subject to confirmation, non-binding and freely revocable.

2.2. DIVIS' written order confirmation alone shall be decisive with regard to the content and scope of a contract. Contract amendments and supplementary verbal agreements shall only be effective if confirmed in writing. Any documents belonging to the offer, such as diagrams, drawings, weight and dimension details and other technical data or information, only serve to identify and describe the object of the contract and do not represent warranted characteristics or a guarantee of quality.

2.3. DIVIS reserves the right to make technical improvements or modifications in executing the order, provided that these are due to advances in technical development or prove to be in the interests of better device or component performance in individual cases.

2.4. For service and development orders, deadlines and prices shall not be considered binding, even if they are made in writing, and do not constitute binding commitments as there may be unforeseen changes to the delivery date and price.

2.5. Salaried and external employees, as well as other agents of DIVIS are not as a rule authorised to make subsidiary agreements at the expense of DIVIS or to make any assurances that go beyond the content of the written contract.

2.6. DIVIS retains all rights of title and copyrights to any diagrams, drawings (e.g. measurements) and other documents that are associated with an offer from DIVIS. These must be handed over to DIVIS immediately if the offer of a contract from DIVIS is not accepted. In particular, documents that are marked as "confidential" may not be disclosed to third parties (e.g. competitors) without the express written agreement of DIVIS. The contractual partners shall be liable for any damages to DIVIS arising from an unauthorised disclosure, amounting to at least the usual market costs for the creation of such diagrams, drawings, etc. if commissioned from a third party.

3. Software

If the scope of delivery includes software, the contractual partner will be granted a single right of use (licence) for an unlimited period and in any location. The licence does not cover any duplication or dissemination to third parties. A multiple right of use requires special written agreement. In the event of an infringement of the licence terms, the contractual partner shall be liable for any resultant damage.

4. Prices and payment conditions

4.1. All prices are ex works or ex stock, excluding any packing, transport, freight insurance or statutory VAT applicable on the day of delivery. Partial deliveries and partial performances may be billed separately.

4.2. DIVIS calculates the applicable prices on the day of delivery. If, in the case of services to be performed within 4 months of the contract being concluded, these are higher than when the contract was concluded, the contractual partner is entitled to withdraw from the contract in respect of the goods that were not accepted within 14 days of being informed of the price increase.

4.3. In the case of call-off orders, the price agreed when the contract was concluded shall serve as a basis. Modifications to prices during the term of the call-off order shall entitle DIVIS to a corresponding price adjustment.

4.4. Payment of billed services shall be due immediately on receipt of the invoice. DIVIS may also specify the payment method in the invoice. In case of doubt, anything other than cash payments and bank transfers shall be considered as payments on account of performance and may be rejected by DIVIS. Only payments made directly to DIVIS shall discharge the debt. Representatives, employees or freelancers of DIVIS are not authorised to accept payments.

4.5. Payments are strictly credited to the oldest debt. Section 367, para. 1 of the German Civil Code (BGB) shall also apply, regardless of any repayment provisions of the contractual partner.

4.6. If DIVIS is aware of circumstances that call into question the creditworthiness of the contractual partner (e.g. dishonouring of a cheque, stopped payment), DIVIS is entitled to demand immediate payment of the entire outstanding debt, even if DIVIS has accepted cheques. DIVIS is also entitled to request advance payment or reasonable security for the service it is to perform.

4.7. Claims by DIVIS may only be offset with counterclaims that are legally established or recognised by DIVIS. The same applies to the right to refuse performance and the right to retention.

5. Delivery and performance time, delivery conditions

5.1. Delivery dates or periods must always be agreed in writing. In case of doubt, delivery dates and periods shall be deemed non-binding, even with a simple written confirmation. If business is to be transacted on a fixed date, this shall require a separate agreement. Delivery periods shall not begin until all details concerning performance have been clarified, any required certificates have been provided and obligations to cooperate have been fulfilled by the contractual partner.

5.2. It shall be for DIVIS to determine the mode of dispatch. Partial deliveries and partial services are permissible. For the purposes of delivery contracts, each partial delivery and partial service shall be considered a separate service.

5.3. All delivery obligations are subject to DIVIS's own punctual supply.

5.4. In the event of force majeure, which is understood to mean circumstances and incidents that cannot be prevented through the diligence of proper business man-

agement and including in particular strike, lock-out, official orders, and the like, even if such occurs at DIVIS's suppliers or the latter's sub-suppliers, the parties shall suspend the contractual obligations for the duration of the interruption and to the extent of its effect. If any delays resulting therefrom exceed a period of 6 weeks, both contractual partners are entitled to withdraw from the contract with regard to the scope of services in question. Further claims, in particular for damages in the event of withdrawal, shall be excluded.

5.5. Should DIVIS fall behind with a delivery or service, the contractual partner must grant an appropriate grace period of at least 10 working days. Should the grace period expire without resolution, the contractual partner may withdraw from the contract if DIVIS has not indicated its willingness to perform. Claims for damages arising from non-compliance with delivery or performance periods or deadlines are excluded. This exclusion does not apply if a binding period or deadline has been agreed and DIVIS is accountable for the delay at least by gross negligence.

6. Erection and installation

6.1. Unless expressly stated otherwise in the DIVIS order confirmation, the contractual partner shall undertake erection and installation at its own expense and make the following preparations in good time:

6.1.1. All earthwork, building activities and other ancillary work outside the industry, including the necessary skilled and unskilled labour, building materials and tools.

6.1.2. The requisite basic items and materials for installation and commissioning, such as scaffolding, lifting gear and other equipment, fuels and lubricants.

6.1.3. Energy and water at the place of use, including connections, heating and lighting.

6.1.4. Sufficiently large, appropriate, dry and lockable rooms at the installation site for storing machine parts, equipment, materials, tools, etc. and suitable work and recreation spaces for the installation personnel, including appropriate sanitary facilities for the situation; in addition, the contractual partner must take measures to protect DIVIS assets and installation personnel on the construction site as it would take to protect its own assets.

6.1.5. Protective clothing and devices that are required as a result of the specific circumstances of the installation site.

The contractual partner is also obliged to make these preparations if the erection and/or installation are implemented by virtue of an explicit agreement with DIVIS.

6.2. Before commencement of the installation work to be performed by DIVIS according to the contract, the contractual partner must, without prompting, disclose and make available the necessary information about the location of concealed power, gas and water lines and similar installations, as well as the necessary structural information. The contractual partner shall keep safe for DIVIS goods that have already been delivered for fulfilment of the contract but not yet installed or otherwise processed. Section 690 of the German Civil Code (BGB) shall not apply in this respect.

6.3. Before erection or installation commences, the provisions and items required to commence the work must be present at the erection or installation site and all preparatory work must be far enough advanced before the start of the assembly that the erection or installation can be commenced in accordance with the agreement and executed without interruption. Access routes and the erection or installation area must be level and clear.

6.4. If the erection, installation or commissioning is delayed due to circumstances beyond DIVIS's control, the contractual partner must bear the costs for waiting periods and additional trips required by DIVIS or the installation personnel.

6.5. If DIVIS demands acceptance following completion, the contractual partner must give this within two weeks. If this does not occur, acceptance shall be considered to be given on expiry of this period. Acceptance shall also be deemed to be given if the delivery has been put into operation – if applicable, following an agreed test phase.

7. Transfer of risk

7.1. If DIVIS has not transferred the erection, installation and/or assembly, the DIVIS service shall be understood to be ex works or branch or distribution centre. Goods are generally loaded and shipped uninsured at the risk of the contractual partner. An insurance policy will only be concluded at the express wish of the contractual partner and at the latter's expense. This also applies if free-of-charge delivery or shipping using DIVIS transport vehicles has been agreed. In the absence of a specific agreement on the type of dispatch, the choice of means of transport shall be at the discretion of DIVIS. DIVIS shall only be liable for gross negligence in selecting an agent. If the dispatch becomes impossible through reasons not attributable to DIVIS, in particular due to changes requested by the contractual partner following conclusion of the contract, or is delayed due to reasons attributable to the contractual partner, the risk transfers to the contractual partner upon notification of readiness for dispatch.

7.2. Goods that are identified as ready for dispatch must be called off immediately. Otherwise, DIVIS is entitled to store them in return for payment at the cost and risk of the contractual partner and to invoice for this immediately. The delivered goods must be unpacked immediately and inspected for transport damage. Shipments that exhibit transport damage may not be refused or returned. Damage must be reported within 24 hours to Deutsche Post AG, within 4 days to the shipping company or otherwise within 7 days following delivery and confirmed by the haulier.

7.3. For shipments to DIVIS, the sender bears all costs and risks, in particular the transport risk, until the goods arrive at DIVIS.

8. Material defects

8.1. All parts or services that display a material defect within the limitation period – regardless of operating time – shall be repaired, redelivered or re-performed free of charge at DIVIS's discretion, provided that the cause of the defect already existed at the time of transfer of risk.

8.2. Material defect claims are subject to a limitation period of 12 months. This does not apply if the law, as specified in sections 438 (1)(2) (buildings and objects for buildings), 479 (1) (right of recourse) and 634a (1)(2) (construction defects) of the German Civil Code (BGB) prescribes longer periods, as well as in cases of injury to life, body or health, in the case of an intentional or grossly negligent breach of duty by DIVIS, and in the case of malicious non-disclosure of a defect.

8.3. The contractual partner must challenge DIVIS immediately in writing. The contractual partner shall be liable for the detriments of delaying or failing to provide notification.

8.4. If there are notices of defects, payments from the contractual partner may be

withheld to an extent that is proportionate to the notified material defects. The contractual partner may only withhold payment if a notice of defect is asserted that is justified beyond doubt. If the notice of defect is unjustified, DIVIS is entitled to demand reimbursement from the contractual partner of the expenses incurred.

8.5. In all cases, DIVIS must be granted the opportunity for subsequent performance within a reasonable period. During an attempt at subsequent performance, DIVIS is entitled to install comparable replacement equipment at the contractual partner's site in order to avoid claims for damages.

8.6. Should the subsequent performance fail, the contractual partner may withdraw from the contract, reduce payment or assert a right to damages.

8.7.1. Claims for defects shall not exist for only insignificant deviations from the agreed quality, for only insignificant impairment to usability, for natural wear and tear and for any damage that occurs following the transfer of risks due to incorrect or negligent handling, excessive loading, unsuitable operating materials, faulty construction work or unsuitable building ground or that occur due to special external influences that are not presumed in accordance with the contract, as well as for irreproducible software errors.

8.7.2. Video monitoring systems are planned and created according to the specifications of the contractual partner. The angles and image details to be recorded and monitored and the resulting camera locations are specified by the contractual partner, meaning that the incomplete recording of monitored facilities does not in general represent a defect that is attributable to DIVIS. The contractual partner is obliged to make sure that the facilities to be monitored are permanently lit with a light intensity of at least 10 lux.

8.7.3. If incorrect modifications, maintenance or repair work is carried out by the contractual partner or third parties, no claims for defects may be brought against DIVIS for this or any consequences thereof.

8.8. Claims by the contractual partner based on the expenditure required for subsequent performance, in particular transport, infrastructure, labour and material costs, are excluded insofar as the expenditure increases because the object of the delivery is subsequently shipped to a location other than the branch on which the contract was based, unless the shipping corresponds to its intended use.

8.9. The contractual partner's right of recourse against DIVIS in accordance with section 478 of the German Civil Code (BGB) (company's right of recourse) shall only exist insofar as the contractual partner has not made any agreements with its customers that go beyond the statutory claims for defects. Section 8.8. above shall apply accordingly for the scope of the contractual partner's right of recourse against DIVIS in accordance with section 478, para. 2 of the German Civil Code (BGB).

8.10. Section 10. shall also apply with regard to claims for damages. Claims brought by the contractual partner against DIVIS and its agents that differ from or go beyond those regulated here in section 8 on the basis of a material defect shall be excluded.

9. Industrial property rights and copyrights; defects of title

9.1. Unless otherwise agreed, DIVIS is obliged only to provide the delivery free from industrial property rights and copyrights belonging to third parties (hereinafter referred to as "property rights") in the country of the place of delivery. Should a third party bring justified claims against the contractual partner based on an infringement of its property rights by deliveries provided by DIVIS which are used as per the contract, DIVIS shall be liable for this within the period specified in section 8.2 as follows:

9.1.1. DIVIS will, at its own discretion and cost, either obtain a right of use from the third party for the deliveries in question, or modify or replace them so that the property right is not infringed. If this is not possible at a reasonable expense to DIVIS and DIVIS therefore rejects this, the contractual partner is entitled to cancel or reduce the price within the applicable statutory provisions. Sections 8.4, 8.5 and 8.9 shall also apply.

9.1.2. The obligation to pay damages shall be in line with section 10.

9.1.3. The obligations set out in sections 9.1.1. and 9.1.2. shall only exist insofar as the contractual partner informs DIVIS immediately in writing of the claims asserted by the third party, does not concede the existence of an infringement, and all defence measures and settlement negotiations remain open to DIVIS. If the contractual partner ceases the objected use, it is obliged to inform the third party that the discontinuation of use does not constitute an acknowledgement of an infringement of property rights.

9.2. Claims by the contractual partner against DIVIS are excluded in the event that the infringement of property rights is attributable to itself. In addition, section 8.10. sentence 2 regarding differing or more extensive claims shall apply accordingly.

9.3. Claims from the contractual partner are also excluded if the infringement of property rights is caused by special requirements of the contractual partner, by an application not foreseeable by DIVIS, or the fact that the delivery was modified by the contractual partner or used in conjunction with products that were not delivered by DIVIS.

9.4. With regard to other defects of title, section 8 shall apply accordingly.

10. Limitation of liability

10.1. DIVIS shall be liable for material damage and financial losses attributable to it, up to the amount insured, which is covered by the business liability insurance taken out by DIVIS (amount insured: €3 million per damage event and year). In the event the insurer is released from its obligation to perform, DIVIS's liability for material damage and financial losses shall be excluded for all cases of simple negligence, unless liability is mandatory as a result of a breach of major contractual obligations. In this case, liability shall be limited to contractually typical, foreseeable damage.

10.2. The limitation as specified in sentence 1 of 10.1 shall not apply in cases where liability is mandatory, e.g. pursuant to the product liability law, in cases of intent, gross negligence or because of injury to life, body or health.

10.3. If the delivery or service is or becomes impossible, the contractual partner is entitled to demand damages, unless the impossible nature of the delivery or ser-

vice is not attributable to DIVIS. However, any claim for damages by the contractual partner is limited to 10 per cent of the value of the part of the delivery or service that cannot be put to the intended use due to its impossible nature. This limitation shall not apply in cases of intent or gross negligence or due to loss of life, bodily injury or damage to health where liability is mandatory.

10.4. Claims for expenses by the contractual partner are excluded.

11. Retention of title, resale, assignment for security, processing and pledging

11.1. DIVIS reserves ownership of the delivered goods and services until payment is received in full of all receivables which have arisen from the business relationship with the contractual partner, or which arise in future, of any type and for any legal reason whatsoever. In the case of current accounts, the reserved ownership is deemed to be security for the amount outstanding.

11.2. The contractual partner is entitled to process the reserved goods in the ordinary course of business and to dispose of them, provided it discloses and passes on the continuing reserved ownership by DIVIS and provided it is not in arrears. Pledges and assignments are not permitted.

11.3. The contractual partner already assigns the receivables arising from the reserved goods due to their resale or other legal reason, in particular insurance contracts and even unlawful acts, including all claims from current account balances, to DIVIS in full by way of security. DIVIS accepts this assignment. DIVIS authorises the contractual partner on a revocable basis to collect the receivables assigned to DIVIS in its own name on DIVIS's account. The contractual partner must pass on to DIVIS all payments made to it up to the amount of its outstanding liabilities to DIVIS. DIVIS is entitled to revoke this collection authorisation and disclose the fact of the assignment if the contractual partner does not properly meet its payment obligations.

11.4. In the event of arrears or similar cases, e.g. dishonoured cheques, DIVIS is entitled to enforce the retention of title and seize the reserved goods by having its employees or authorised representatives enter the business premises without the need to obtain a writ of execution. This also applies to components that are already permanently fixed to buildings, which DIVIS shall be expressly authorised to remove. In this case, DIVIS is not obliged to restore installed infrastructures (e.g. cable ducts, cables, etc.) to their original condition. The costs associated with such a process shall be borne in full by the contractual partner.

11.5. In the event of a take-back as specified in section 11.4. and of a seizure of the reserved goods by DIVIS, there shall be no withdrawal from the contract.

11.6. In the event that third parties have access to the reserved goods, in particular through a seizure, the contractual partner must notify the third party of DIVIS's ownership, inform DIVIS in writing immediately and defend against any access by third parties.

11.7. Finishing and processing of goods that have been delivered by DIVIS and that remain the property of DIVIS shall be carried out on the authority of DIVIS, without any liability being incurred by DIVIS as a result. If the contractual partner fits the goods into third-party goods, DIVIS becomes a co-owner of the newly created products in the ratio of the value of the goods delivered by DIVIS to the value of the other goods used. If the goods delivered by DIVIS are mixed with or connected to other objects, the contractual partner already assigns its ownership or co-ownership rights to the mixed item or the new object and shall store these for DIVIS free of charge and with the necessary care.

12. Data protection

DIVIS is authorised to process, use and save personal data about the contractual partner, in the sense of the German Data Protection Act, that is received in connection with the business relationship insofar as this seems necessary and practicable for the performance on the contract.

13. Applicable law, jurisdiction, place of performance, interpretation

13.1. The contract is subject to the law of the Federal Republic of Germany, excluding its IPR conflict of laws regulations and the Convention on the International Sale of Goods (CISG). The contract language is German. The English version of these T&Cs is for information only for international business transactions; in case of any doubt, ambiguities, etc. the German version alone shall be decisive.

13.2. The place of performance for all contractual obligations and the jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Kiel. Notwithstanding the above, DIVIS is entitled to take legal action against the contractual partner in any other jurisdiction with good reason.

13.3. In case of doubt, all contractual agreements between the parties are to be interpreted such that they satisfy the mandatory legal requirements and reconcile the economic interests of the two parties in the context of the purpose of the concluded contract.

13.4. Should any individual clause in the contract or these T&Cs be or prove fully or partially invalid or ineffective, this shall not affect the validity of the remainder of the contract. The fully or partially invalid or ineffective clause must be replaced by an acceptable regulation that reconciles the economic interests of the two parties in the context of the purpose of the concluded contract and that is as close as possible to the invalid clause. The same applies to loopholes.

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