

General Terms and Conditions of DIVIS Deutsche Industrie Video System GmbH (Last updated: 18 August 2026)

1. Scope of application

1.1. All offers, deliveries and services provided by DIVIS Deutsche Industrie Video System GmbH (hereinafter "**DIVIS**") shall be provided exclusively on the basis of these General Terms and Conditions (DIVIS GTC). The DIVIS GTC apply to contract initiations and all current and future business transactions with a contractual partner, without any need for a renewed reference to the GTC in the event of repeat business.

1.2. Contrary, conflicting or otherwise deviating terms and conditions of the contractual partner shall – even if known– only form a part of the contract if DIVIS expressly consents to this in writing. Neither silence in response to the contractual partner's terms and conditions, nor the unconditional provision of services, shall be deemed to constitute consent. The exclusion of the contractual partner's terms and conditions shall also apply even if the DIVIS GTC do not contain any specific provisions on individual matters addressed in the contractual partner's terms and conditions. The contractual partner expressly acknowledges that it waives any legal objections arising from its own terms and conditions.

2. Offer and contract content

2.1. Pre-contractual communications, in particular offers, descriptions and cost estimates, are subject to alteration and non-binding, and may be withdrawn at any time.

2.2. DIVIS' written order confirmation shall be the sole determining factor with regard to the content and scope of a contract. Contract amendments and verbal side agreements shall only be valid if confirmed in writing. Any documents that are part of an offer, such as illustrations, drawings, weight and dimension specifications and other technical data or details, only serve to identify and describe the subject matter of the contract and do not constitute either a representation of quality or a guarantee of quality.

2.3. DIVIS reserves the right to make technical improvements or modifications when executing an order, provided that these are the result of technical development advances or prove to be in the interest of equipment or component performance in specific cases.

2.4. In the case of service and development orders, commitments regarding deadlines and prices shall not be considered binding, even if made in writing, and do not constitute binding commitments, as unforeseeable changes to deadlines and prices may occur.

2.5. Employees, freelancers or others who act on behalf of DIVIS are generally not authorised to enter into any side agreements or make any assurances on behalf of DIVIS that go beyond the contents of the written order confirmation and the contract.

2.6. DIVIS retains all rights of ownership and copyrights to any illustrations, diagrams, drawings (e.g. measurements) and other documents, in particular those relating to an offer or quotation from DIVIS. These must be handed over to DIVIS immediately in the event that a contract offer from DIVIS is not accepted or if DIVIS is not awarded the

contract in the case in question. In particular, documents marked as "confidential" may not be shared with or disclosed to third parties (e.g. competitors, rivals, etc.) without the express written consent of DIVIS. The contractual partner shall be liable to DIVIS for any loss or damages arising from unauthorised sharing or disclosure; such liability shall be to an amount at least equal to the costs customarily incurred in the market when outsourcing the production of such illustrations, diagrams, drawings, etc. to third parties.

3. Software

If the scope of delivery includes software, the contractual partner shall be granted a simple, non-exclusive, non-transferable and non-sublicensable right of use with respect to such software. This right of use is limited to the duration of the contractual relationship and shall only entitle the contractual partner to use the software to the agreed extent and for its own operational or internal purposes. The right of use includes, in particular, the right to install, load, run, display and save the software, insofar as this is necessary for its use in accordance with the contract. Any use beyond this, in particular the reproduction, modification, decompilation, distribution, leasing, enabling public accessibility or any other exploitation of the software, is permitted only to the extent that this is mandatory under law or DIVIS has expressly consented to it in writing.

4. Prices and payment conditions

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

4.2. Unless expressly stipulated otherwise in the order confirmation, the contractual partner shall make an advance payment of 30 per cent of the total price upon conclusion of the contract, 60 per cent of the total price upon delivery or installation and assembly, and 10 per cent of the total price following acceptance or implicit acceptance.

4.3. The prices calculated by DIVIS are the prices applicable on the day of delivery. If, in the case of services to be performed within 4 months of the conclusion of the contract, these prices are higher than at the time the contract was concluded, the contractual partner shall be entitled to withdraw from the contract in this respect within 14 days after being notified of the price increase.

4.4. Services invoiced are payable immediately upon receipt of the invoice. DIVIS may also specify the method of payment in the invoice. In case of doubt, payment fulfilment in any form other than transfer between bank accounts is regarded as a payment on account and may be rejected by DIVIS. Only payments made directly to DIVIS shall have the effect of eliminating the debt. Representatives, employees or freelancers at DIVIS are not authorised to accept payments.

4.5. Payments shall, as a general rule, be applied to the oldest debt; in other respects, Section 367(1) of the German Civil Code (BGB) shall apply, regardless of any repayment information provided by the contractual partner.

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

4.7. Claims by DIVIS may only be offset with counter-claims that have been adjudicated with legal effect or have been recognised by DIVIS. The same applies to rights to refuse performance and rights of retention, provided these are not based on a right arising from this contractual relationship.

4.8. DIVIS reserves the right to issue a reminder to the contractual partner in the event of late payment. DIVIS generally does not charge a fee for the first reminder. DIVIS charges a fee of €10 for the second reminder, €20 for the third reminder and €40 for the fourth reminder. The contractual partner shall automatically be in default, without any need for further notice, if it has failed to fulfil its payment obligations seven days after the due date. Interest on arrears is determined in accordance with Section 288(2) BGB.

5. Delivery and performance time, delivery terms and conditions

5.1. Agreements on delivery dates and deadlines must be in writing. A drop dead date transaction shall require a separate agreement. Delivery periods shall not begin until all details relating to performance have been clarified, any required certificates have been provided and the contractual partner has fulfilled its obligations to cooperate.

5.2. It shall be incumbent upon DIVIS to determine the delivery method. Partial deliveries and partial performance are permitted. In the case of supply contracts, each partial delivery and partial performance shall be considered a separate performance.

5.3. All delivery obligations are subject to timely and proper supply to DIVIS (in particular from its suppliers), provided that DIVIS is not responsible for any delays or failure to supply and informs the contracting party of such problems without delay.

5.4. In the event of force majeure, which is understood to mean circumstances and events that cannot be prevented even with the due care expected of reasonable and prudent business management – in particular strikes, lockouts, official decrees, pandemics, wars, crises, armed conflicts, cyber and hacker attacks, etc., even if these occur at DIVIS's suppliers or the latter's sub-suppliers – the contractual obligations of the parties shall be suspended for the duration of the disruption and in line with the extent of its impact. If any delays resulting from force majeure should exceed a period of six weeks, both contractual partners shall be entitled to withdraw from the contract with respect to the scope of services affected. Further claims, in particular claims for damages in the event of withdrawal, shall not arise.

5.5. Should DIVIS fall behind schedule with a delivery or service, the contractual partner must grant a reasonable grace period of at least 10 working days. If the grace period expires without a resolution to the issue, the contractual partner may withdraw from the

contract if DIVIS has not indicated its willingness to ensure performance. Claims for damages arising from failure to meet delivery or performance deadlines shall be excluded. This exclusion shall not apply if a binding period or deadline has been agreed in writing and DIVIS is responsible for the delay, at least due to gross negligence.

6. Installation and assembly

6.1. Unless expressly stated otherwise in the DIVIS order confirmation, the contractual partner shall be responsible for installation and assembly, which it shall arrange for at its own expense. In any event, the contractual partner must arrange for the following in advance and in good time:

6.1.1. all earthwork, construction activities and other ancillary work not specific to the industry, including the skilled and unskilled labour, building materials and tools required for such work,

6.1.2. the items and materials needed for assembly and commissioning, such as scaffolding, lifting gear and other equipment, fuels and lubricants,

6.1.3. energy and water at the installation and assembly site, including connections; heating and lighting,

6.1.4. sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, equipment, materials, tools, etc. at the installation and assembly site, and appropriate work areas and common rooms / break areas for DIVIS installation personnel, including adequate sanitary facilities for the circumstances; in addition, the contractual partner shall take the same measures to protect DIVIS property and installation staff at the construction site that it would take to protect its own property and staff,

6.1.5. protective clothing and protective equipment that are required due to the specific circumstances at the installation and assembly site.

The contractual partner shall also generally be responsible for the aforementioned preparations if installation and /or assembly are to be carried out by DIVIS on the basis of an explicit agreement.

6.2. Before commencement of the installation and/or assembly work to be performed by DIVIS in accordance with the contract, the contractual partner must, without being asked, provide the necessary information regarding the location of concealed power, gas and water lines and similar installations, as well as the required structural data. The contractual partner shall keep safe for DIVIS any goods that have already been delivered to the contractual partner for the purpose of fulfilling the contract, but which have not yet been installed or otherwise processed. Section 690 BGB shall not apply in this respect.

6.3. Before installation or assembly commences, the materials and items required to commence the work must be present at the installation and assembly site and, by the time installation begins, all preparatory work must be sufficiently advanced so as to

ensure that the installation or assembly can be commenced as agreed and conducted without interruption. Access routes and the installation/assembly site must be levelled and clear of any objects or debris.

6.4. If installation, assembly or commissioning is delayed due to circumstances for which DIVIS is not responsible, the contractual partner shall bear, to a reasonable extent, the costs for waiting times and any additional travel required by DIVIS or its installation employees.

6.4.1. If the contractual partner postpones or cancels execution, delivery, installation, or assembly dates that have already been confirmed, DIVIS shall be entitled to separately invoice any additional costs incurred as a result and demonstrably attributable thereto, including in particular personnel, travel, transport, scheduling, storage, and downtime costs. Any further statutory or contractual claims shall remain unaffected.

6.5. If DIVIS demands acceptance upon completion, the contractual partner must provide such acceptance within two weeks. If this does not occur, acceptance shall be deemed to have been given upon expiry of this deadline, provided the contractual partner has not refused acceptance within that time period and specified at least one defect that is not merely a minor defect. Acceptance shall also be deemed to have been given if the scope of performance has been put into use – following the completion of an agreed test phase, if applicable.

7. Transfer of risk

7.1. If DIVIS has not performed the set-up, installation and/or assembly, DIVIS's services/performance shall be understood to be provided ex works, ex branch or ex distribution centre. Loading and shipping shall generally be carried out without insurance and at the risk of the contractual partner. An insurance policy shall only be concluded in accordance with an explicit agreement and at the contractual partner's expense. This also applies if carriage paid to delivery or shipping using DIVIS transport vehicles has been agreed. In the absence of an express agreement on the type of shipping, the choice of means of transport shall be at the discretion of DIVIS. In this respect, DIVIS shall only be liable for at least gross negligence with regard to its selection here. If shipping becomes impossible through no fault of DIVIS, in particular due to changes requested by the contractual partner after the conclusion of the contract, or if shipping is delayed due to the fault of the contractual partner, the risk shall be transferred to the contractual partner upon notification that the goods are ready for shipping.

7.2. Goods that are reported as ready for shipping must be collected without delay. Otherwise, DIVIS shall be entitled to store the goods for a fee at the contractual partner's cost and risk and to invoice the contractual partner 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. Transport damage must be reported to the transport company, deliverer, freight forwarder, etc. without delay, and in any case no later than three days after delivery, and such damage must be confirmed by the transport company, deliverer, freight forwarder, etc.

7.3. For shipments sent to DIVIS, the sender shall bear all risks in addition to the transport costs, 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 claim limitation period, and whose cause already existed at the time of the transfer of risk, shall, regardless of how long they have been used, be repaired, replaced or provided once again free of charge at DIVIS's discretion (cure).

8.2. Material defect claims are subject to a limitation period of 12 months. This shall not apply if the law prescribes longer periods pursuant to Section 438(1)(2) (buildings and objects for buildings), Section 445a(1) (right of recourse) and Section 634a(1)(2) (construction defects) BGB, as well as in cases where damage is caused through gross negligence or wilful misconduct, nor does it apply to damage caused through fault in connection with injury to a person's life, body or health, or by a breach of fundamental obligations pursuant to Sections 5 and 6 of the DIVIS GTC, or in the event of fraudulent concealment of a defect.

8.3. The limitation period begins – depending on which applies – upon delivery of the goods, upon acceptance of the service or upon the implicit acceptance taking effect.

8.4. The contractual partner must immediately notify DIVIS of any material defects in writing. The contractual partner shall be liable for any loss or damage resulting from a delay in providing notification, or from failure to provide notification.

8.5. In the event of complaints regarding defects, payments by the contractual partner may be withheld to an extent that is proportionate to the reported material defects. The contractual partner may only withhold payments if a complaint regarding a defect is made which is justified beyond any doubt. If the complaint regarding a defect is made without justification, DIVIS shall be entitled to demand reimbursement from the contractual partner for the costs it has incurred.

8.6. In any event, DIVIS must first be given the opportunity to offer remedy (cure) within a reasonable period of time. During such an attempt at remedy, DIVIS shall be entitled to install comparable replacement equipment at the contractual partner's site in order to avert claims for damages.

8.7. Should the remedy fail, the contractual partner may withdraw from the contract to the extent that the contract has not been fulfilled, reduce payment accordingly or claim damages. The contractual partner may only withdraw from the contract as a whole if DIVIS has executed partial performance and, based on objective criteria, the contractual partner has no interest in that partial performance.

8.8.1. Claims for defects shall not arise in the case of only an insignificant deviation from the agreed quality, only an insignificant impairment of usability, natural wear and tear, and any damage that occurs following the transfer of risk that is due to incorrect or negligent handling, excessive use/stress, unsuitable operating materials, defective

construction work or unsuitable building ground, or that occurs due to special external influences that are not presumed in the contract, as well as in the case of non-reproducible software errors.

8.8.2. Video surveillance systems are planned and installed in accordance with the specifications of the contractual partner. The angles and sections of images to be captured and monitored and the resulting camera locations are specified by the contractual partner, which means that any incomplete capture of areas and facilities to be monitored does not generally constitute a defect for which DIVIS shall be responsible. The contractual partner shall ensure that the areas and facilities to be monitored are permanently illuminated at an illuminance of at least 10 lux.

8.8.3. If modifications, maintenance or repair work are carried out in an improper manner by the contractual partner or third parties, no claims for defects may be made against DIVIS with regard to such work or any resulting consequences.

8.9. Claims by the contractual partner based on expenses incurred for the purposes of remedy or rectification, in particular transport, travel, labour and material costs, shall be excluded to the extent that such expenses increase because the item supplied is subsequently brought to a location other than contractual party's branch/site specified in the contract, unless the transfer is in accordance with the item's intended use.

8.10. The contractual partner's claims for recourse against DIVIS pursuant to Section 445a BGB (recourse of the seller) shall only apply to the extent that the contractual partner has not entered into any agreements with its customers that go beyond the statutory claims for defects. With regard to the scope of the contractual partner's right of recourse against DIVIS in accordance with Section 445a(2) BGB, Section 8.9. of the DIVIS GTC shall apply.

8.11. In other respects, Section 10 of the DIVIS GTC shall apply with regard to claims for damages. Claims by the contractual partner against DIVIS and its vicarious agents that arise from a material defect and which differ from or go beyond those addressed in this Section 8. shall be excluded.

9. Industrial property rights and copyrights; defects of title

9.1. Unless otherwise agreed, DIVIS is obliged to provide items/services free from third-party industrial property rights and copyrights (hereinafter: "Property Rights") only in the country of the place of delivery. Should a third party make justified claims against the contractual partner regarding an infringement of its Property Rights by items/services provided by DIVIS, DIVIS shall be liable to such third party within the period specified in Section 8.2 of the DIVIS GTC as follows:

9.1.1. DIVIS shall, at its own discretion and expense, either obtain a right of use from the third party for the item/service in question, modify the item/service in a manner that ensures that the Property Rights are not infringed, or replace the item/service with one that does not infringe the Property Rights. If this is not possible for DIVIS at a reasonable expense, and DIVIS therefore refuses to do one of the above, the contractual partner shall

be entitled to the statutory rights of withdrawal or reduction. Sections 8.5, 8.6 and 8.10. of the DIVIS GTC shall additionally apply accordingly.

9.1.2. The obligation to pay compensation for damages is outlined in Section 10 of the DIVIS GTC.

9.1.3. The obligations set out in Sections 9.1.1. and 9.1.2. of the DIVIS GTC shall only apply to the extent that the contractual partner informs DIVIS immediately and in full in writing of the claims asserted by the third party and does not acknowledge any infringement, and that DIVIS reserves the right to take all defensive measures and conduct settlement negotiations. If the contractual partner ceases the use that has been objected to, it shall be obliged to inform the third party that the discontinuation of such use does not constitute an acknowledgement of an infringement of Property Rights.

9.2. Claims by the contractual partner against DIVIS shall be excluded in the event that the contractual partner is itself responsible for the infringement of Property Rights. In addition, Section 8.11. sentence 2 regarding differing or more extensive claims shall apply accordingly.

9.3. Claims made by the contractual partner shall also be excluded in the event that the infringement of Property Rights is caused by special requirements defined by the contractual partner, by use not foreseeable by DIVIS, or by the fact that the item/service was modified by the contractual partner or used in conjunction with products that were not provided by DIVIS.

9.4. With regard to other defects of title, Section 8 of the DIVIS GTC shall apply accordingly.

10. Limitation of liability

10.1. DIVIS shall only be liable for damage caused by ordinary negligence, up to the amount of the sum insured, which is covered in each case by the business liability insurance held by DIVIS (sum insured: €3 million per damage event and year). The limitation of liability shall not apply in the event of damage caused by gross negligence or wilful misconduct, nor does it apply to damage caused through fault in connection with injury to a person's life, body or health, or by a breach of fundamental obligations pursuant to Sections 5 and 6 of the DIVIS GTC. In such cases, liability shall be limited to foreseeable damage typical of the contract.

10.2. In addition, the limitation in accordance with Section 10.1 sentence 1 of the DIVIS GTC shall not apply in the event that liability is mandatory, e.g. under the Product Liability Act.

10.3. In the event that a delivery or service is or becomes impossible, the contractual partner shall be entitled to claim damages, unless DIVIS is not responsible for the impossibility. However, the contractual partner's claim for damages shall be limited to 10 per cent of the value of that part of the performance/service which, due to impossibility, cannot be put into useful operation. This limitation shall not apply in the event of damage caused by gross negligence or wilful misconduct, nor does it apply to damage caused

through fault in connection with injury to a person's life, body or health, or by a breach of fundamental obligations pursuant to Sections 5 and 6 of the DIVIS GTC.

10.4. Claims by the contractual partner for reimbursement of expenses shall be excluded.

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

11.1. DIVIS reserves the title to goods and services provided until full payment is received for all receivables arising from the business relationship with the contractual partner, or which may arise in future, regardless of the nature or legal basis of such receivables. In the case of an open invoice, the retention of title shall be considered as security for the outstanding balance.

11.2. The contractual partner shall be entitled to process the goods subject to retention of title in the ordinary course of business and to sell them, provided it discloses and passes on the continuing retention of title by DIVIS, and provided that the contractual partner is not in default. Pledges and assignments for security are not permitted.

11.3. The contractual partner hereby already assigns in full as security to DIVIS all receivables arising from a resale or any other legal basis, in particular insurance contracts and also tortious acts, relating to the goods subject to retention of title, including all balance claims arising from current accounts. DIVIS accepts this assignment. DIVIS authorises the contractual partner on a revocable basis to collect, in its own name and on DIVIS's behalf, the receivables assigned to DIVIS. The contractual partner must immediately pass on to DIVIS all payments received by the contractual partner up to the amount of its outstanding liabilities to DIVIS. DIVIS shall be entitled to revoke this collection authorisation and disclose the assignment if the contractual partner fails to properly fulfil its payment obligations.

11.4. In the event of late payment or a similar situation, e.g. dishonouring of a cheque, DIVIS shall be entitled, even without an enforceable title, to assert its retention of title and seize the goods subject to retention of title by having its employees or authorised third parties enter the business premises. This also applies to components that have already been firmly attached to buildings; DIVIS is expressly authorised to remove these. In this case, DIVIS shall not be obliged to dismantle infrastructure that has already been installed (e.g. cable tray systems, cables, etc.). The costs associated with such activities shall be borne in full by the contractual partner.

11.5. Repossession by DIVIS in accordance with Section 11.4. of the DIVIS GTC, or an attachment by DIVIS of goods subject to retention of title, shall not constitute a withdrawal from the contract.

11.6. In the event that third parties attempt to gain access to the goods subject to retention of title, in particular through an attachment, the contractual partner must inform the third party of DIVIS's ownership of the goods, notify DIVIS in writing immediately and take steps to prevent any access by third parties.

11.7. Processing and other work performed on goods that have been supplied by DIVIS and which remain the property of DIVIS shall be carried out by order of DIVIS, without any liabilities arising for DIVIS as a result. Should the contractual party incorporate goods into third-party goods, DIVIS shall become a co-owner of the newly created items in proportion to the value of the goods supplied by DIVIS in relation to the value of the third-party goods used. If the goods supplied by DIVIS are mixed or combined with other objects, the contractual partner hereby already assigns to DIVIS its ownership or co-ownership rights to the mixed stock or the new items, and shall store these for DIVIS free of charge and with due care. Section 690 BGB shall not apply in this respect.

12. Data protection and data security

12.1. The parties shall comply with data protection provisions, in particular those contained in the General Data Protection Regulation (GDPR), the Federal Data Protection Act and other relevant data protection legislation.

12.2. DIVIS does not process any personal data with regard to which the contractual partner is the controller under the GDPR. DIVIS is neither the controller of personal data processed by the contractual partner nor does DIVIS bear joint responsibility in accordance with Article 26 of the GDPR.

12.3. The parties shall take appropriate, proportionate, effective and state-of-the-art technical and organisational measures to prevent disturbances with regard to the availability, integrity and confidentiality of the information technology systems, components and processes that they use to provide their services. When assessing the proportionality of the measures, consideration must be given to the extent of the risk exposure, the size of the company, the costs of implementation and the likelihood and severity of security incidents.

12.4. The parties shall notify each other without delay in the event of a breach of personal data or a security incident, if such an event can affect the other party's information technology systems, components and processes, in particular IT infrastructure, data, databases or the functionalities of the IT infrastructure (duty to inform in the event of a cyber attack).

12.5. The parties are obliged to ensure that all staff, employees, freelancers, subcontractors or others who act on their behalf comply with the provisions contained in Section 12 of the DIVIS GTC.

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

13.1. Contracts are subject to the law of the Federal Republic of Germany, with the exclusion of its conflict of laws provisions under private international law, and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The contract language is German. The non-German versions of these GTC, which are intended for

international business transactions, are for information purposes only; in case of any doubts, ambiguities, etc., the German version shall have sole authority.

13.2. The place of performance for all contractual obligations and the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship – to the extent that this can be provided for in the DIVIS GTC – is Kiel. Notwithstanding the above, DIVIS shall be entitled, taking into account the interests of the contractual partner, to take legal action against the contractual partner in any other jurisdiction.

13.3. In case of doubt, all contractual agreements between the parties shall be interpreted in such a manner as to satisfy the mandatory statutory requirements and ensure an appropriate balance between the economic interests of both parties with regard to the purpose of the contract that has been concluded.

13.4. Should any individual provisions of the contract or the DIVIS GTC be or become fully or partially void or invalid, this shall not affect the validity of the other provisions of the contract. The fully or partially void or invalid provision shall be replaced by a permissible provision that ensures an appropriate balance between the economic interests of both parties with regard to the purpose of the contract that has been concluded, and which comes as close as possible to the invalid provision. The same shall apply to loopholes.

DIVIS Deutsche Industrie Video System GmbH

Eiderhöhe 1

24562 Bordesholm

T: +49 4322 / 88 66 0

F: +49 4322 / 88 66 77

www.divis.eu