

**Addendum to General Terms and Conditions
for the Sale and Delivery of Organisation, Programming
Services and Work Usage Licences for Software Products
relating to Liability for Security Solutions (B2B)**

2024 version

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Supplementary liability regulations for security solutions of any kind

1. Electronic security solutions are any electronic systems that are intended to protect persons and/or property (e.g. properties and paths; buildings and structures; operating facilities and machinery; vehicles, etc.) against undesirable effects, use and/or commissioning (destruction, injury, removal, unauthorised commissioning, etc.), regardless of whether this is caused by conscious or unconscious behaviour, coincidence, natural hazards, etc., e.g. security solutions such as alarm and video surveillance systems, electronic access controls, water, fire and/or smoke detectors, etc. The person and/or object intentionally detected by the security solution is subsequently referred to as the security object. The other persons and/or objects located in or on the security object, to which the security purpose also extends, are the security objects.
2. The customer is obliged to indicate in writing the material and/or non-material value of the security object including the security items. If this is not done, a total value of the security object including the security items of € 5,000 shall be assumed and any liability shall be limited to this value. In any case, the Contractor's liability shall be limited to the maximum liability amount of any liability insurance taken out.
3. If the installation and/or use of the security solution is dependent on the consent/authorisation of third parties (e.g. company agreements, approvals, etc.), the customer must obtain these itself. The same shall apply to any official notifications and/or authorisations, unless the Contractor has been expressly commissioned to handle them.
4. The security solution only offers those functionalities that result from the existing documents (e.g. product description, technical data sheet, tender text, operating instructions, etc.) and the other written information provided for this purpose. The Contractor shall not be liable for their correctness or completeness unless the documents or information mentioned originate from the Contractor itself.
5. The Contractor's liability shall be governed by the provisions set out in the General Terms and Conditions. The following shall apply in addition:
 - The Customer shall notify the Contractor of any damage occurring no later than one (1) month after becoming aware of it, failing which it shall forfeit all claims. The Contractor accepts no liability for damage caused by failure to carry out necessary or regular maintenance of the security solutions (unless the Contractor has been commissioned to carry out maintenance itself), improper use, disregard of operating and/or installation instructions. Furthermore, the Contractor shall not be liable if the security solution fails to function due to active or passive external influence, whether by manipulation or by overcoming the security solution.
 - If changes have been made to the security solution by persons other than the Contractor (including third parties called in by the Contractor) or if the defect or damage is based on provisions or contributions that are not attributable to the Contractor (in particular those of the Customer), any warranty and liability shall lapse. The same applies if the defect or damage is based on configuration

instructions of the customer that deviate from those recommended by the contractor or manufacturer. The same applies to damage resulting from natural wear and tear or improper handling.

- No liability is accepted for incorrect reactions of the safety solutions, in particular due to force majeure, environmental influences or human, animal or other external influences.
- If the security solution relies on a communication system that is not part of the security solution (such as an Internet, mobile phone or telephone connection), the customer is responsible for the functionality of the communication system. The Contractor shall not be liable for a failure of the communication system or other damage that occurs due to such a failure.
- If the security solution uses an internal communication system (e.g. Bluetooth, internal W-LAN, radio), the Contractor shall carry out the positioning in such a way that functional communication is guaranteed. If the communication does not function properly due to a positioning request by the customer, the contractor shall not be liable for this or for any resulting damage. In this case, any additional costs incurred to restore functionality shall be borne by the customer at the usual rates.
- The Contractor shall only be liable for damage caused by a functional failure of the security system attributable to the Contractor if the Contractor is demonstrably notified of the functional failure immediately after it occurs and the Contractor does not rectify the failure within 24 hours. Reference is made to the Customer's duty to minimise damages.

Accompanying sheet to the General Terms and Conditions for the sale and delivery of organisation, programming services and work usage licences for software products (B2B)

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These GTC are merely to be understood as a model for the drafting of GTC. The provisions contained herein are suggestions that may be deviated from in individual cases. If deviating provisions are agreed in a specific contract, to avoid misunderstandings it is generally helpful to clearly indicate which provision of the GTC specifically amends the contractual agreement (e.g.: "this provision replaces point x. of the GTC"). The use of the template cannot substitute consulting by a legal advisor.

Please note as follows:

Validity

In principle, contractual agreements take precedence over the provisions contained in the GTC. In addition, the GTC shall only become part of the contract if this is (demonstrably) agreed - preferably in writing. At the same time (before conclusion of the contract), the GTC must be communicated to the client. Transmission of the GTC after conclusion of the contract on invoices, delivery notes or the like is generally ineffective. Disadvantageous, unusual and surprising clauses in the GTC, i.e. clauses that the client need not expect in view of the circumstances surrounding the contract and the appearance of the document, shall not become part of the contract unless the client has been expressly (demonstrably) informed of this. Traders who regularly use GTC must display the GTC on the premises used for customer traffic.

Data protection & confidentiality

The controller, the processor and their employees must keep confidential all personal data from data processing that has been entrusted to them or has become accessible to them exclusively on the basis of their professional employment, without prejudice to other statutory confidentiality obligations, unless there is a legally permissible reason for transferring the entrusted or accessible personal data (data secrecy). Employees must be informed of this and of any consequences of a breach.

It is recommended that data protection clauses be included in the DSE.

Care must be taken to ensure that any consents under data protection law are obtained properly and that information obligations are fulfilled in full and in good time. In addition,

an order processing contract must be concluded if data is processed for the customer as part of the order (which can be assumed in this sector). Samples and further details can be found at: www.wko.at/datenschutz or at www.ubit.at.

Please note: In accordance with the nature of the contract for work and services, the contractor is entitled to be represented by other independent third parties in the production of the work. This is to be distinguished from the utilisation of the contractor's own auxiliary persons (e.g. employees of the contractor).

In terms of data protection law, however, if you wish to pass on data to a sub-processor as part of the order, you must have agreed this transfer with the client. This is either regulated in the processor contract or in a separate agreement.

Accessibility Act BaFG

With the entry into force of the BaFG, the barrier-free design after 28 June 2025 will be included in the normally required characteristics of products and/or services that fall within the scope of the BaFG. Although service contracts already concluded before 28 June 2025 may continue unchanged until their expiry, even if they are not barrier-free, this transitional period ends on 28 June 2030. Until then, the contracting parties must either adapt their existing contracts to the accessibility requirements of the BaFG through amendments or terminate them.

Miscellaneous

The place of jurisdiction shall again be explicitly specified in the contractual agreement with the customer.

Note:

We would like to point out that the masculine form is used on these pages for reasons of easier readability. All statements equally apply to the female form.