

General Terms and Conditions - Sales

Chubb Deutschland GmbH - ENG

As of April 2020

Section 1 Scope of Application

1.1 These General Terms and Conditions (hereinafter "AGB") apply to all deliveries and services (hereinafter referred to collectively as "Deliveries") to be provided by Chubb Deutschland GmbH (hereinafter referred to as "Chubb") to a contracting partner (hereinafter referred to as the "Customer").

1.2 The Customer's general terms and conditions shall not apply, even if Chubb has not explicitly rejected them. This does not include General Terms and Conditions of the Customer which Chubb has explicitly agreed to in writing.

1.3 The VOB parts B and C apply, if the Deliveries are „Works“ pursuant to Sections 631ff. of the German Civil Code (BGB) on buildings (German: "Bauleistungen"), unless otherwise agreed.

Section 2 Quotes

2.1 A written order confirmation, the supply of ordered goods or the start of execution of ordered works or services shall be equivalent to a declaration of acceptance. Oral agreements or commitments shall only be effective once Chubb has confirmed them in writing.

2.2 Chubb reserves all rights to the quotation documents (especially figures and drawings), the software documentation and samples, as well as copies or other reproductions of them. These documents may not be made accessible to third parties without approval.

2.3 Chubb's quotation and/or its written confirmation shall determine the scope of Deliveries. Partial deliveries are permitted, as long as they are acceptable to the Customer.

Section 3 Prices

3.1 Unless explicitly otherwise agreed in the individual case, prices shall be understood as net, exclusive of applicable VAT.

3.2 Prices shall be understood EXW in the meaning of the actual valid Incoterms. Accordingly unless otherwise agreed, prices shall not include positioning and assembly on site, nor installation and start-up.

3.3 Where costs for journeys to and from the Customer site are not otherwise included in price agreements, these shall be calculated separately.

Section 4 Delivery and Scope of Service

4.1 Delivery periods and deadlines shall always be non-binding, unless they are explicitly agreed.

4.2 The scope of Deliveries, especially as regards quality specifications and the performance of the systems or system parts, shall be determined exclusively from the written quote and/or the written order confirmation. Guarantees can only be valid if they are already clearly designated as such in the order confirmation, and have been confirmed. Information in prospectuses, catalogs, notices, photographs and similar public promotions, including those issued via electronic media and the like, shall be non-binding unless they are explicitly made part of a contract.

4.3 Chubb reserves the right to carry out changes to its services, where these relate to technical improvement and/or are expedient in the individual case in the interests of system performance, and are acceptable to the Customer, especially if the quality of the delivery for the intended use is not appreciably affected.

4.4 Compliance with agreed delivery periods requires timely receipt of all documents, necessary approvals and clearances to be delivered by the Customer. The agreed periods shall be extended accordingly if the Customer does not fulfill this requirement in good time. This shall not apply if Chubb is responsible for the delays.

Section 5 Terms of Payment

5.1 Payments shall fall due immediately after the invoice is received. The Customer shall automatically enter default if the invoice is not settled 14 calendar days at the latest after the Customer receives it. The timelines of payment depends on when they are received by Chubb.

5.2 Chubb shall be entitled without further agreement to progress payments in the amount of the value of the documented already performed contractual services, including the applicable VAT amount.

5.3 Chubb's employees shall generally have no authority to collect.

5.4 The assertion of rights of offset and/or retention shall only be permitted for counterclaims which have been recognized by Chubb, or made final and legally binding through non-appealable court ruling or equivalent. The Customer shall only be entitled to exercise a right of retention to the extent that a counterclaim is based in the same contractual relationship.

5.5 If a due receivable is not settled even after a warning has been issued and a grace period of additional two weeks has expired, all Chubb's receivables arising from the business relationship with the Customer shall fall due immediately. Deliveries shall then only be due and performed against advance payment.

Section 6 Passing of risk and Acceptance

6.1 If the Customer is an Entrepreneur according to Section 14 of the German Civil Code (BGB), legal person under public law or special asset under public law, the delivery shall be carried out at the Customer's own risk, even where it is carriage paid. Where Chubb delivers goods with no obligation to position or assemble them, risk shall be handed over to the Customer or the carrier when the delivery object is provided/selected and/or handed over. If the dispatch, shipment or delivery of a consignment not subject to an assembly or positioning obligation is delayed through the Customer's own fault, or the Customer is in default on acceptance for other reasons, risk shall be handed over to the Customer at the point when it would have been if the delay had not occurred. At the Customer's request, Chubb shall insure such a delivery object against theft, breakage and damage in transit or by fire or water, or other insurable risks, at the Customer's expense.

6.2 If the Deliveries are „Works“ pursuant to Sections 631ff. of the German Civil Code (BGB), the Customer is obliged to declare acceptance of the Works in writing towards Chubb within 14 days after written notice from Chubb about the finalization of performance of these Works, but only if these Works are ready for acceptance (German: „abnahmereif“) in accordance with Sections 640 (1) of the German Civil Code (BGB). Chubb is accordingly not required to request this declaration from the Customer. The customer comes into default with the acceptance automatically after expiry of the aforementioned 14 days period. This applies correspondingly for divisible and performed parts of the Works, if Chubb requests acceptance. Divisible parts of the Works can be for example but not limited to: separated sections of a construction, different buildings in a construction, installation vs. startup of devices within a building. Acceptance is deemed to be declared, when (a) Customer does not declare the acceptance within a deadline set by Chubb in writing, although the Customer would actually be obliged to declare acceptance, (b) Customer starts use of the Works, (c) Customer pays Chubb's invoice related to the Works, (d) the customer expresses in another way or form through coherent behavior that he accepts the Works. Section 640 (2) sentence 2 of the German Civil Code (BGB) remains unaffected.

Section 7 Retention of Title

7.1 Ownership of the goods and mounting parts delivered by Chubb shall only be transferred to the Customer on final payment of all outstanding receivables which have arisen or may arise on the basis of the business relationship. If there are multiple receivables, or continuous invoicing is in place, the retention of title shall count as security for the outstanding balance, even if individual deliveries of goods have already been paid for. The retention of title shall also apply to the new goods which have arisen through connection, mixing or processing, according to the invoice value of the connected or mixed goods.

7.2 The Customer must insure the delivered items against fire, theft, and water damage while the retention of title is in place, and provide evidence of insurance cover on request.

7.3 The Customer shall be entitled to sell the retained goods within the ordinary course of business. Pledges or chattel mortgages shall not be permitted. The Customer hereby assigns the receivables arising from resale, connection and mixing or for other legal reasons relating to the retained goods, including all outstanding balances arising from current accounts, to Chubb according to the invoice value of the retained goods. The Customer is irrevocably authorized to collect the receivable assigned to Chubb on its own behalf but for Chubb's account. Payments received from the sale or other transfer of ownership of the goods by Chubb, or for any other legal reason, shall be received and kept safe in trust for Chubb. If the Customer fails to properly fulfill its payment obligations to Chubb, the Customer shall be obliged on request to inform its own customers of the assignment immediately, and to provide Chubb with the information and documents required for collection.

7.4 If third parties share the reserved property, the Customer shall refer to the third-party ownership and inform Chubb immediately of the

sharing. If the Customer enters default on payment, Chubb shall be entitled to withdraw from the contract, repossess the retained goods and enter premises where the retained goods are being stored, provided that an appropriate grace period set by Chubb following the due date has expired fruitlessly. This shall apply accordingly in cases covered by Section 324 BGB. The Customer hereby assigns any surrender claims against third parties to Chubb. Chubb's right to demand compensation shall remain unaffected by this. If the value of all the Customer's retained goods and other securities exceeds the secured receivable by more than 20%, the Customer may request that the retained goods or securities be released, according to Chubb's preference.

Section 8 Rights of Use

8.1 Unless otherwise agreed, Chubb shall grant the Customer a simple, non-exclusive and long-term right to use software which Chubb has delivered and handed over to the Customer, for its own purposes within the framework of the contractually required intended purpose. Chubb shall retain all other rights. The Customer may only forward the right of use transferred to it to third parties if it completely gives up its own rights. The Customer undertakes to comply with the manufacturer's license terms. Chubb shall only transfer third-party licenses under their own license terms.

8.2 Chubb is entitled to take appropriate technical measures to protect from non-contractual use. Contractual use of the services may not be adversely affected by this.

8.3 Chubb may revoke the Customer's right to use the software if the latter commits significant infringements of restrictions on use, or other rules for protection from unauthorized use. A written notice of revocation shall be issued. Chubb must set the Customer a grace period to remedy the situation before revoking its right of use. In the event of repeated infringements, or subject to other circumstances which in view of the interests of both sides justify immediate revocation, Chubb may declare revocation even without setting a grace period. Once revocation has been carried out, the Customer must confirm to Chubb that it has ceased use within seven calendar days of receiving the notice of revocation.

Section 9 Warranty

9.1 The Customer shall not have any claims in connection with defects, if the deviation from contractually agreed quality is insignificant. Likewise, claims in connection with defects are excluded if the deviation from contractual quality is caused by excessive and improper use, or by ordinary wear and tear. The same applies to deviations which arise due to special impacts on the goods which are not foreseeable or intended, for example but not limited to the use of inappropriate equipment, excessive use, or inappropriate or negligent treatment by the Customer or third parties.

9.2 If the Customer is an Entrepreneur according to Section 14 of the German Civil Code (BGB), legal person, legal person under public law, or special asset under public law, it must inspect the consignment immediately after acceptance or, if no acceptance occurs, immediately after handover. The Customer must report any material defect to Chubb immediately in writing (fax is sufficient).

9.3 Chubb must be given opportunity to provide supplementary performance within an appropriate period. This period must be at least 14 calendar days. If the supplementary performance fails after the appropriate period has elapsed, the Customer may

– regardless of any compensation claims in accordance with Clause 10 – withdraw from the contract or reduce remuneration. Chubb is entitled to attempt repair multiple times (at least two repair attempts), unless the repair is explicitly rejected, or Chubb does not respond within an appropriate period despite a request being issued and a period set for repair, or it is not reasonable for the Customer to permit repair for another reason.

9.4 In the event that a complaint declared by the Customer turns out to be unjustified, and Chubb is not responsible for the apparent defect reported, Chubb shall be entitled to compensation. The necessary travel costs and deployment of personnel shall be invoiced.

9.5 Claims for material defects shall expire twelve months after the handover of risk, unless they are based on intentional or grossly negligent breach of obligation by Chubb. This shall not apply if the law according to Section 438(1)(2) (Buildings and items for buildings), Section 479(1) (Recourse claims) and Section 634a(1)(2) (Construction defects) BGB prescribes longer periods. Deliveries to consumers shall be subject to the statutory periods. If the VOB part B is applicable, the statute of limitation of the VOB part B shall apply in deviation from the above.

9.6 Where a third party brings justified actions against the Customer due to breach of commercial property rights and/or copyrights by Deliveries provided by Chubb and used according to contract, Chubb

shall only be liable within the periods set out in Clause 9.4 if the Customer immediately informs Chubb of the claims asserted by the third party, does not recognize any breach of property rights, and Chubb retains the right to carry out all defensive measures and settlement negotiations which it sees fit to. Where third parties bring justified actions, Chubb shall, according to its choice and at its own expense, either obtain a right of use for the affected Deliveries, change the consignment in such a way that the property right is not infringed, or exchange it. If Chubb is unable to do this without disproportionate expense, the Customer shall be entitled to withdrawal and to reduction. Compensation claims shall depend on Clause 10 of these AGB.

Section 10 Compensation Claims

Chubb shall always be liable without limitation for its own intentional or grossly negligent breaches of obligation, as well as such breaches of obligation by its representatives. Chubb shall likewise always be liable in cases of injury to life & limb, and for defects for which Chubb has provided guarantees, or fraudulently concealed defects. Apart from the aforementioned, Chubb's liability arising from breach of a material contractual obligation shall be limited to the foreseeable loss which would typically occur. In other events and circumstances than the aforementioned, Chubb's liability for slight negligence is excluded, particularly in cases of (i) losses caused indirectly and accidentally, consequential losses; (ii) losses resulting from a business interruption; (iii) lost profit; (iv) lost revenue; (v) loss of business value; (vi) savings which are not realized, or (vii) loss of data. Mandatory legal provisions, such as those of the Produkthaftungsgesetz (German Product Liability Act), shall remain unaffected, that means this limitation of liability shall not apply in cases of mandatory statutory liability.

Section 11 Miscellaneous

11.1 The law of the Federal Republic of Germany shall apply excluding the CISG (United Nations Convention on Contracts for the International Sale of Goods).

11.2 If the Customer is an Entrepreneur according to Section 14 of the German Civil Code (BGB), a legal person under public law or a special asset under public law, the place of performance for all mutual rights and obligations, and the exclusive place of jurisdiction, shall be at Chubb's headquarters (Hamburg). Chubb is, however, entitled to appeal to another legally competent court.

11.3 German shall be the contract language. With Chubb's written confirmation, English language shall be valid additionally but in no event exclusively and not decisive, if a German version is available at the same time.

11.4 Chubb is entitled to commission other contractors to fulfill the contractual obligation as subcontractors.

11.5 Alarm systems with private remote signaling devices for the public telephone network do not offer any higher level of security than the telephone service's own for setting up a connection and transmitting messages. Fees collected by the postal service, police, fire brigade or other institutions for the consignments and services agreed and/or provided there shall be charged to the Customer.

11.6 The conditions of "Datenschutzbestimmungen Verkauf", which can be found at www.chubb.de shall apply.

11.7 Should one of the above clauses be or become partially or wholly invalid, all other clauses shall remain unaffected. The invalid clause should be replaced in supplementary contractual interpretation by one which approaches its economic purpose as closely as possible.

Hamburg, April 2020

Chubb Deutschland GmbH