

GENERAL TERMS AND CONDITIONS FOR THE SALE AND INSTALLATION OF EQUIPMENT

I GENERAL PROVISIONS

1.1. The general terms and conditions establish the terms for the sale and installation of security equipment and other devices that the contractor sells to the customer and/or installs for the latter.

1.2. The general terms and conditions apply to the contract of sales and installation of security equipment and other devices concluded between the contractor and the customer that the parties enter into through the customer, signing an offer of the contractor or accepting it in other ways (for example, the customer pays the purchase price or makes an advance payment), by mutually signing a document or through another expression of intent that the parties exchange.

1.3. The general terms and conditions are an integral part of a contract between the parties. In the event of a conflict between the general terms and conditions and the terms and conditions of any other contractual document (an offer of the contractor, mutually signed document, etc.), the other contractual document prevails.

1.4. The customer and their representative confirm that they are fully authorised to enter into the contract and that they are lawfully in possession of the site. The customer confirms that they have provided the contractor with all the information known to them and documentation necessary for the performance of the work.

1.5. The customer is aware that the equipment installed under the contract does not guarantee complete and absolute security of the site, prevention of burglary, or other such dangers. In order to further mitigate the risks related to the site, it is recommended to sign a security service contract and have an insurance policy.

II DEFINITIONS

For the purposes of these general terms and conditions, the following definitions apply:

general terms and conditions – these terms and conditions of the contract for the sale and installation of equipment by the contractor, which form an integral part of the contract;

contract – a contract between the parties for the sale or installation of equipment, which is entered into when the customer signs an offer of the contractor or accepts it by their action, as a mutually signed agreement or exchange of written expressions of intent between the parties, and which includes the general terms and conditions as an integral part of it;

contractor – Forus Security AS; commercial registry code: 10622346; address: Kadaka tee 63, Tallinn 11415; email: forus@forus.ee;

customer – a customer who has ordered equipment and/or installation of the equipment from the contractor

party, parties – the customer and the contractor separately and together, respectively;

equipment – security equipment (alarm and surveillance equipment), AFAS, access, evacuation, and other equipment sold by the contractor to the customer and/or installed at a site belonging to the latter. The equipment is listed in the offer of the contractor or other contractual document and in the instrument of delivery and receipt thereof;

work – installation of equipment performed by the contractor on the site specified by the customer. In instances agreed in the contract, the work may entail necessary design work for the installation of the equipment;

site – a building, land unit, or other location where the contractor installs the equipment and performs other agreed work;

offer of the contractor – an offer made by the contractor to the customer for the sale of the equipment and/or the performance of work;

contract price – price for the equipment and work agreed in the contract;

price list of the contractor – the prices of the services and products of the contractor, which are published on the website www.forus.ee;

inspection period – time allocated to the contractor for inspecting the work and/or equipment;

warranty – an obligation taken by the contractor and/or the manufacturer to rectify any defects of the work and/or equipment under the conditions specified in the warranty. The warranty provides the customer with a more favourable position than is provided by law.

III OBLIGATIONS OF THE PARTIES

3.1. The contractor undertakes to:

3.1.1. hand over the equipment to the customer and perform the work within the term and at the price agreed in the contract;

3.1.2. rely on employees with required qualification and training when performing the work and to comply with safety, fire safety, and other requirements established by legislation for the performance of the work;

3.1.3. notify the customer of circumstances that may delay the commencement or completion of the work. If the contractor is not able to perform the work or hand over the equipment on time, the contractor states the reason for the delay and the estimated time of completion of the work and delivery of the equipment;

3.1.4. submit to the customer for signing an instrument of delivery and receipt of the equipment and work where the names and quantities of the equipment, the work performed, and the time of delivery of the equipment and work are specified;

3.1.5. submit to the customer the existing instructions and conditions of use of the equipment provided by the manufacturer;

3.1.6. enable the customer to check on the course of the work, and at the request of the customer, provide the latter with information on the performance of the work;

3.1.7. be liable for the compliance of the equipment and work with the contract, including the elimination of any deficiencies discovered in the equipment and/or the work by the time specified in the instrument of delivery and receipt or any other document;

3.1.8. perform other contractual obligations.

3.2. The customer undertakes to:

3.2.1. assist the contractor in the performance of the contract, including providing the information and documentation necessary for the performance of the contract (e.g. the design documentation of the site, drawings, etc.);

3.2.2. provide the contractor with the necessary access to the site for the performance of the work, and ensure that the site is in a condition that allows commencing the work and completing it at the agreed time, and notify the contractor in writing of any circumstance that may prevent the performance of work;

3.2.3. ensure to the contractor conditions necessary for the performance of the work at the site (incl. electricity, voltage 230 V) and the presence of their authorised representative to accept the work;

3.2.4. ensure compliance with the work and fire safety requirements as well as a safe working environment at the site and to notify about the risks and dangers related to the site and respective prevention or mitigation measures;

3.2.5. inform the contractor about any repair, extension, and other works at the site, relocations of the furnishings, changes in the mode of use, and other circumstances that may affect the reliability and proper use of the equipment (e.g. change or decrease of sensitivity or range of sensors, damaged communication lines, etc.);

3.2.6. consider the proposals of the contractor to ensure the reliability and proper use of the equipment;

3.2.7. ensure immediate resolution of any obstacles to the performance of the work, caused by them, no later than within two working days after the occurrence of the obstacle;

3.2.8. accept third parties used by the contractor for the performance of the contract;

3.2.9. accept the equipment and/or work delivered by the contractor and sign an instrument of delivery and receipt in accordance with section 5.2 of the general terms and conditions;

3.2.10. pay the contract price and other amounts payable pursuant to the contract on time;

3.2.11. in case the equipment includes surveillance equipment (video camera), inform the persons present at the site about the surveillance equipment and be liable for its lawful use.

IV SETTLEMENTS. RESERVATION OF OWNERSHIP

4.1. The contract price is specified in the offer submitted by the contractor and accepted by the customer or in another contractual document that forms a basis for the contract.

4.2. The customer pays 50% of the contract price in advance and the remaining part within seven days of delivery of the work and/or equipment. The contractor submits the advance payment invoice for the contract price within seven days after the receipt of the advance payment from the customer, and for the remaining part after the delivery of the work and/or equipment. If the deadline for the work exceeds 30 days, the contractor may require payment of the contract price as specified in subsection 4.3. In justified cases (e.g. it is established that the customer is in debt, has solvency problems, etc.), the contractor may additionally demand an advance payment of up to 100% of the contract price and withdraw from the contract if the customer fails to pay it.

4.3. If the deadline for the completion of the work exceeds 30 days, the contractor has the right to submit to the customer an interim report and invoice (interim invoice) for the work performed. The interim invoice must correspond to the description and cost of the works indicated in the interim report. The customer undertakes to pay the interim invoice within seven days of its submission. Payment of the interim invoice does not constitute the delivery of the work described in the interim report, unless the parties agree otherwise.

4.4. The contract price (budget) is usually binding. By way of exception, the contractor has the right to exceed the contract price by up to 5% if this is due to the need for additional work or is otherwise objectively justified, in particular due to unforeseeable and/or force majeure circumstances leading to additional expenses. The contractor has to agree in advance with the customer on exceeding the contract price by more than 5%.

4.5. In case of a delay in the payment of the contract price or other payment under the contract, the customer pays a fine of 0.2% on the overdue amount for each day of delay.

4.6. The equipment installed under the contract belongs to the contractor until full payment for it has been received (ownership reservation).

V RECEIPT AND DELIVERY OF EQUIPMENT AND WORK

5.1. The contractor delivers the equipment and work to the customer on the due date established in the contract. The parties sign an instrument of delivery and receipt for the receipt and delivery of the equipment and work.

5.2. The customer is entitled to inspect the equipment and/or the work within two working days of their delivery by the contractor (inspection period).

5.2.1. If, at the delivery, the equipment or work is found to have defects which do not reasonably prevent the purposeful use of the equipment and/or work, the parties document the defects in the instrument of delivery and receipt and the contractor eliminates the defects within the term specified in the instrument of delivery and receipt. The documented deficiencies do not constitute a basis for the customer to refuse to accept the equipment and/or the work.

5.2.2. If, during the delivery, the equipment and/or the work is found to have defects which reasonably prevent the purposeful use of the equipment or the work, the parties document the defects and the term for their elimination in the instrument of delivery and receipt. In such instance, the delivery of the

work takes place after the elimination of the deficiencies preventing the use of the equipment and/or the work, unless the parties agree otherwise.

5.3. The parties disagreeing on a defect in the equipment and/or work does not constitute a reason for a party to refuse to sign the instrument of delivery and receipt, but the party must document the circumstance causing the disagreement in the instrument.

5.4. If the customer refuses to sign the instrument of delivery and receipt of the equipment and/or work during the inspection period and does not give any reasoning thereof in writing, the customer will be deemed to have accepted the equipment and work after the inspection period has passed.

IV QUALITY. WARRANTY

6.1. The equipment and/or work must comply with the quality and other requirements provided by legislation, the terms of the contract, and be of at least average quality.

6.2. The equipment and/or work must comply with the design plans referred to in the contract or other documentation defining the characteristics of the equipment and/or work.

6.3. The contractor provides a warranty for the equipment installed and work completed by them, by which they undertake to eliminate any defects of the equipment and/or work, discovered during the warranty period. The warranty period is two years (warranty period) from the delivery of the equipment and/or work, respectively. If a defect occurs during the warranty period, it is assumed that the defect existed at the time of delivery of the equipment and/or work.

6.4. The warranty is valid provided that the customer fulfils the obligation to maintain the equipment and orders regular maintenance of the equipment from the contractor at least once a year.

6.5. The contractor repairs the defect in the equipment and/or work or replaces the defective equipment within a reasonable time, generally within one month of receiving a written notice about the defect from the customer or at a time agreed by the parties. The contractor eliminates a defect preventing the proper use of the equipment and/or work immediately after the customer has notified of the defect, unless the parties agree otherwise.

6.6. The customer must notify the contractor in writing of any defect in the equipment and/or work during the warranty period within seven days after the defect occurred.

6.7. If during the elimination of a defect in the equipment and/or work it becomes apparent that the warranty does not cover the defect, the customer reimburses the contractor for the cost of eliminating the defect (call of a technician, cost of the equipment and/or work).

6.8. The warranty does not cover defects of the equipment and/or work that are caused by:

- normal wear and tear of the equipment;
- reconstruction, repair, maintenance or installation work performed by persons (incl. the customer) not approved by the contractor;
- accidental damage, accident or other mechanical damage;
- failure to properly maintain the equipment or to comply with the conditions of use;

- non-compliant use of the equipment when the contractor has instructed the customer of proper use but the latter continued using the equipment without following instructions; or
- force majeure.

The warranty is limited in instances specified in the terms and conditions of the warranty issued by the manufacturer of the equipment.

6.9. The contractor may refuse to perform the warranty obligation if the customer has had an outstanding debt to the contractor for more than 15 days.

6.10. In addition to the warranty, the customer has rights arising from law, including the right to resort to legal remedies provided by law.

VII LIABILITY

7.1. The contractor is liable for any breach of their obligations arising from the contract due to their fault and indemnifies the customer for the direct proprietary damage not indemnified by the insurer of the customer. The maximum amount of the liability of the contractor, i.e. the maximum amount that the customer can claim as damages from the contractor, is the contract price less VAT.

7.2. The contractor will not be liable for a breach of their obligations and potential damages incurred by the customer in the following instances:

- the customer fails to perform its contractual obligations;
- the damage occurred due to a failure of security equipment, alarm transmission device, telephone line, data link or other technical solution, which was not caused by the wrongful conduct of the contractor;
- the damage is not a direct proprietary damage;
- the damage occurred due to non-performance or improper performance by the rescue service or the police;
- the damage occurred while the performance of the contract was suspended;
- third party property not in the direct possession of the customer was damaged at the site;
- the damage occurred due to the failure of the customer to comply with the suggestions of the contractor;
- the damage consisted of the loss of money, valuables, works of art, etc., unless they were specifically entrusted to the custody of the contractor;
- the damage occurred as a result of an act by the employees of the customer or persons who had been authorised to be at the site by the customer;
- the damage occurred as a result of actions in an emergency situation;
- the damage was caused by vandalism, arson, explosion or other such event not caused by the contractor at the site;
- the damage consists of the destruction of doors, windows or other openings as a result of vandalism and/or burglary;
- the damage occurred as a result of the delay in performing the work for reasons beyond the control of the contractor;

- the damage was caused by another circumstance which the contractor could possibly not prevent or avoid.

7.3. Non-performance or improper performance of the contract does not constitute a breach of the contract if it is caused by force majeure. Force majeure is a circumstance beyond the control of the parties, which prevents the performance of contractual obligations or makes it impossible, and which the parties did not or could not foresee

at the time of entering into the contract (e.g. terrorist act, fire, natural disaster, war, blockade, explosion, failure in communication or electricity system or other technical solution belonging to a third party, traffic accident and congestion, military or police operation, severe weather conditions, riot, decision of state authorities, etc.).

7.4. The risk of accidental destruction of and damage to the equipment and work transfers from the contractor to the customer from the moment of actual installation of the equipment and/or work on the site.

7.5. The contractor may refuse to perform an obligation arising from the contract if the customer delays the payment of the contract price or another payment for more than 15 days. In case of a delay in the payment of the contract price or a part thereof, the term for the delivery of the equipment and/or work is extended by the duration of the delay.

7.6. A party is responsible for their contact details (telephone, e-mail) being up to date and for the consequences related to their use (incl. for the use of the data by a third party).

7.7. The customer submits any complaints in writing within five days of becoming aware of the grounds thereof. The contractor reviews the complaint and, if it is justified, takes necessary measures to eliminate the defect.

VIII AMENDMENT AND TERMINATION OF THE CONTRACT

8.1. The parties may amend the contract by mutual agreement. The agreement amending the contract is valid only in writing.

8.2. The parties may terminate the contract prematurely by written agreement.

8.3. The contractor may unilaterally amend the general terms and conditions if the circumstances that constituted the basis for the contract have changed, the amendment is due to an amendment to legislation or for another good reason. The contractor notifies of any changes to the general terms and conditions at least 30 days in advance.

8.4. Either party may cancel the contract extraordinarily and unilaterally if the other party is in material breach of the contract and does not end the violation within 14 days of receiving a respective written request. A party notifies about the termination of the contract in writing at least five working days in advance.

8.5. Upon a unilateral termination of the contract, as specified in subsection 8.4, the customer pays to the contractor the cost of the work performed by the time of the termination of the contract, taking into account the degree of completion of the work performed and the contract price.

If the unilateral termination of the contract, pursuant to the provisions in subsection 8.4, is due to wrongful breach of the contract by the contractor, the customer pays to the contractor for the cost of the work performed by the time of the termination of the contract, less the cost of intact equipment in good working order returned to the contractor on the basis of a bilaterally signed document.

If the unilateral termination of the contract, pursuant to the provisions of subsection 8.4, is due to wrongful breach of the contract by the customer, the customer pays to the contractor the contract price, less the amount the contractor saves as a result of the termination of the contract in terms of costs and acquires due to other uses of their employees.

IX FINAL PROVISIONS

9.1. Notices sent under the contract must be in writing, except for notices which do not result in legal consequences or which can be delivered by telephone and/or SMS in accordance with the contract.

9.2. The information obtained by the parties in the course of the performance of the contract is confidential and will not be disclosed. The parties keep the information concerning the security of the site confidential.

9.3. The customer gives their permission to the contractor to record the calls and SMSs related to the performance of the contract for the purpose of using the recordings to prove the statements of the parties. The customer also consents to the use of their data for customer satisfaction surveys, service and marketing purposes.

9.4. The customer agrees to the transfer of personal data disclosed to the contractor such as their name, personal identification code, date of occurrence, termination, and amount of default, type of contract (payment default data) to AS Creditinfo Eesti, OÜ Krediidiregister or other credit information company, and allows the processing of payment default data for the purpose of making credit decisions in the payment default register managed by a credit information company. The contractor has the right to forward payment default data to a credit information company if the customer has an outstanding financial obligation arising from the contract. The customer can get more detailed information on the further bases for the processing of payment default data from the website of the credit information company (www.creditinfo.ee, www.taust.ee). The customer has the right to demand the amendment, specification, and termination of the processing of payment default data in accordance with legislation.

9.5. The customer may withdraw the consent for the use of personal data at any time by submitting a respective application to the contractor.

9.6. The laws of the of the Republic of Estonia apply to the contract.

9.7. The parties settle any disagreements arising from the contract through negotiations, and if no agreement is reached, in Harju County Court.