



General Service Conditions

Translation liability

The following is a translation of ASE's German General Service Conditions made to the best of the translator's knowledge and belief and in accordance with the principles of due diligence. This translation is provided for your convenience. Should the English text differ from the German or should disputes arise in connection with the General Service Conditions, the German version, as the legally binding version, shall prevail.

I. Scope of validity

The following General Service Conditions shall exclusively apply to all service performances ASE AG (hereinafter referred to as „ASE“) provides to their customers (hereinafter referred to as „ordering party“). Differing or additional agreements, in particular the ordering party's terms and conditions for claiming of services shall only be binding for ASE if they have been expressly confirmed in writing by ASE. The following service conditions shall also apply for all future service provided to the ordering party.

II. Subject of the conditions

The following conditions govern the service and repair of alarm and video surveillance systems, individual pattern detection as well as access control systems including the respective end devices, software and other equipment (hereinafter referred to as „surveillance systems“) conducted by ASE.

III. Contract

- 3.1 These service conditions shall be deemed accepted by the ordering party when placing a service order with ASE.
- 3.2 The ordering party shall reimburse ASE for all costs incurred for service performances provided in connection with the inspection and repair of the related surveillance system.

IV. Service

- 4.1 The service comprises the inspection, testing and repair of the surveillance system (including necessary adjustment and programming as well as handing over and instruction) against remuneration to be billed depending on material consumption, labour time and travel expenses according to the list prices of ASE valid at the time of the service order being placed by the ordering party. After payment of the relevant price the title of the used material transfers to the ordering party.
- 4.2 If agreed between the parties and if it is technically possible, occurring malfunctions will be remedied by remote maintenance.
- 4.3 The ASE Hotline service is available from 8 am to 8 pm Monday through Friday, as well as from 8 am to 2 pm Saturday and Sunday. You can reach our Hotline by calling +49/171/3110414.

V. Warranty

- 5.1 ASE will replace defective devices during a 12-month warranty period only if occurring defects are caused under normal and proper use. In particular the warranty does not cover damages in devices that have been caused by force majeure (e.g. lightning).
- 5.2 The warranty comprises the replacement of devices in the event of a defect occurring under normal and proper use. This warranty does not cover the related inspection and testing of the surveillance system as well as the service engineer's labour time and incurred travel expenses.
- 5.3 This warranty shall not apply to any defects caused by improper use or careless handling by the ordering party, as well as to those defects caused by any effect beyond ASE's control, in particular but not limited to unprofessional or improper repair, maintenance, servicing or care on the part of the ordering party or third parties.
- 5.4 In addition, all defects or damages that have been caused by force majeure (e.g. lightning) are excluded from warranty coverage.
- 5.5 The warranty does not cover delivery and replacement of operating items (e.g. batteries, bulbs) as well as wearing parts (e.g. sound heads, mechanically moving parts).
- 5.6 ASE shall only be liable for such deficiencies that can not be attributed to normal wear and tear and in addition substantially impair the usability of the surveillance system. ASE shall not be liable for hardware and software running uninterruptible and error-free, insofar as the respective faults commonly occur during the operation of data processing equipment.

VI. Software

- 6.1 Under the present state of the art it is not possible to produce software in such a way that it works without error in all applications and combinations. For that reason, the software is efficiently applicable only to the extent as defined in the program description, operating instructions or user manual.
- 6.2 ASE, their supplier and the creator of the software remain owner of the copyright and related rights of the software and the documentation. The software may neither be altered in part or whole – except to the necessary

extent and in connection with an error elimination or in accordance with the intended use – nor disassembled, further developed or compiled. The written material may not be duplicated. Furthermore, the ordering party may not produce any work derived from the documentation. The ordering party is entitled to decompile the software to the extent necessary and for the sole purpose of achieving interoperability with another program. Thereby the limits of § 69e German Copyright Act are strictly to be observed.

VII. Payment terms

All repair and service invoices are payable in full net upon receipt.

VIII. Miscellaneous

- 8.1 Should any provision of these General Service Conditions be or become wholly or partly invalid, or should there be an omission, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed replaced by a valid provision which corresponds to the sense and purpose of the invalid one. In the event of an omission, a valid provision shall be deemed agreed upon which corresponds, on the basis of the purpose of these General Service Conditions, to what would have been agreed at the outset if the parties had given consideration to the matter. This shall also apply if the invalidity of a provision results from a measure of performance or time set as a standard herein; in such cases, a measure of performance or time which comes as close as legally possible to that originally agreed shall apply.
- 8.2 Any amendments, ancillary agreements or additions to these General Service Conditions must be made in writing, in any case they shall require a written confirmation. This shall also apply to the waiving of the formal requirement for the use of the written form of such agreements.

IX. Place of performance, place of jurisdiction, applicable law

- 9.1 The place of performance for all contractual as well as legal claims is Bruchsal, Germany.
- 9.2 Any and all disputes between the parties shall be settled by the courts in Karlsruhe, Germany, if the ordering party is a merchant registered in the Commercial Register, a legal person, public corporation or public fund, or has no general place of jurisdiction in the Federal Republic of Germany. ASE shall also be entitled to sue the ordering party at the courts responsible for his place of business.
- 9.3 The legal relations between the contractual parties are governed by the law of the Federal Republic of Germany.

January 2008