

GENERAL SALES CONDITIONS

THE PRESENT OFFER IS RULED BY THE FOLLOWING GENERAL SALES CONDITIONS :

Article 1 : OBJECT

The present general sales conditions rule the contractual relations between the client and SECURITEC s.à r.l. These sales conditions are valid for the whole of the offer or order and cancel all other general or specific sales conditions of the client, contrary to ours. The client accepts them by the simple fact of placing an order. Once the specific conditions have been established, they will take precedence over the present general conditions.

Article 2 : ORDER AND RIGHT TO CANCEL

Any order implies the acceptance without any reserve of the present general sales conditions, with the exclusion of any other documents such as leaflets, catalogues, produced by SECURITEC s.à r.l., that have only an indicative value. Any order made by the client is definite and can only be totally or partially cancelled by means of a written agreement from the management, reserving the right, without prior notice, to request an indemnity of 30 to 50% of the price depending on the case.

Article 3 : PRICE

Our prices are in Euros and net, without VAT.

Article 4 : PAYMENT TERMS

For any order made the following payment terms will apply :

- A 50% payment of the total price will be paid on the order.
- A 40% payment of the total price will be paid on delivery or on installation of the equipment.
- A 10% payment of the total price will be paid when put into service.

Unless stipulated to the contrary in the offer, the down payment invoices will be paid on reception.

Article 5 : PENALTIES FOR BREACH OF PAYMENT

For lack of written claim within 8 days from reception of the invoice, the client will not be able to argue an invoice error in order to justify a breach of payment. Any breach of payment on the due date will mean an absolute 12% increase as well as interests for late payment at a 1% rate per month.

Article 6 : TITLE RETENTION CLAUSE

SECURITEC s.à r.l. expressly reserves the title on the equipment delivered and installed until full payment of the price for the principle and accessories. Nevertheless, the above provisions, the risks of loss or deterioration of the equipment under title retention as well as the damages that could be caused are transferred to the client upon delivery. In case of breach of payment of an invoice, the goods will have to be immediately returned by the client to SECURITEC s.à r.l. at his own risks and expenses.

Article 7 : DELIVERY, INSTALLATION AND COMMISSIONING

They are **included** in the offer **unless specific or contrary specification**.

Article 8 : WIRING

If the wiring is not included in the present offer, it will be carried out by the client under his full responsibility and in accordance with the blueprint supplied by SECURITEC s.à r.l. However, if we carry out the wiring or part of it, it will be invoiced in agreement with a contradictory quantity survey. The channelling, drilling, opening and closing of false floors/roofs as well as all the filling and draught-proofing works are carried out on site.

Article 9 : HOURLY RATE ON SITE

(Index 794,54 from 01.01.2017 ; automatic adjustment in case of increase)

Any service that is not included in the present offer will be carried onsite in accordance with the hourly rate applicable that are currently of :

- Fitter (hardware fitting and wiring) :	45,50.-€
- Electrician, chief fitter (hardware connection and locksmithing) :	51,60.-€
- Technician (hardware commissioning and configuration) :	62,75.-€
- IT Engineer (software commissioning and configuration and system engineering) :	89,95.-€

Article 10 : DELIVERIES

The delivery periods are indicative and cannot constitute a formal commitment on behalf of SECURITEC s.à r.l. The delivery and commissioning periods are established in good will and in no case are we responsible for the unexpected periods due to our suppliers that could give way to delays beyond our control. Any case of force majeure will suspend our obligations of delivery and therefore does not give any right to the client to bring any claim for a resolution. Any change in the date agreed regarding delivery or commissioning must be made at least one week in advance. After this deadline, we will be obliged to invoice the hours as well as the travel expenses and the full payment of the goods will be due. The goods will be delivered to the address supplied by the client. No delay in delivery can justify a request for cancellation of the order / contract or the grant of penalties for delay. In case of cancellation of the order by the client less than 48 hours prior to it, SECURITEC s.à r.l. will no longer be held to the delivery periods such as initially agreed by the parties. Should we be obliged to stock goods for the client, the costs of stocking the goods will be at its charge. The transfer of risks to the buyer will be implemented on the delivery of the good(s).

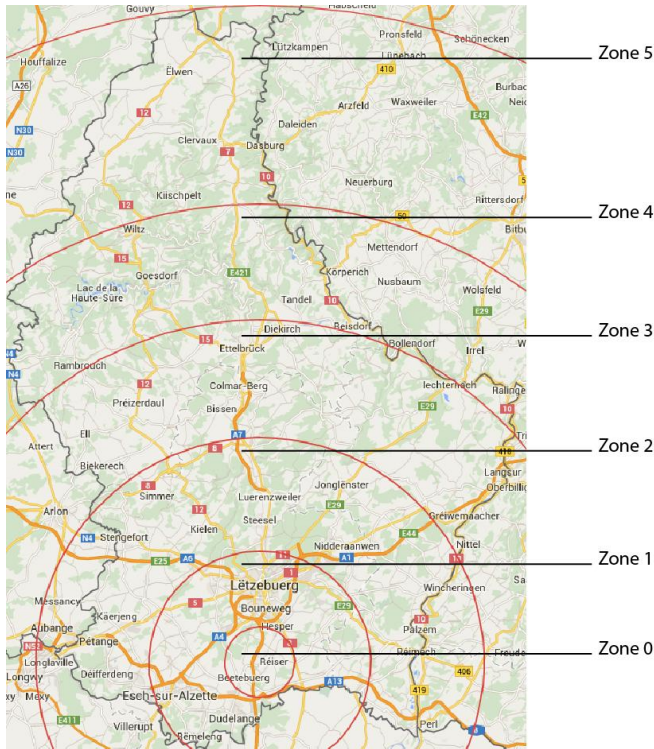
Article 11 : HARDWARE GUARANTEE

Our equipment is guaranteed, parts and labour, for a two-years period (private clients) and a one-year period for companies. In case of commissioning by SECURITEC s.à r.l., the guarantee will automatically start on the commissioning date of the equipment. If the commissioning is carried out by the client, it will start on the delivery date of the equipment.

Article 12 : MAINTENANCE CONTRACT

Various types of maintenance contracts will be offered at the commissioning including the preventive maintenance modules, the reaction period, 24/24, 7/7, fully comprehensive, basic service, etc.

Article 13 : TRAVEL AND DELIVERY EXPENSES (excluding flat rate / maintenance contract)



The travel/delivery expenses – (km per vehicle for **supplementary works**) are invoiced depending on different geographical areas covering Luxembourg and the Greater Region, divided as follows :

- Zone 0 : 10€
- Zone 1 : 25€
- Zone 2 : 35€
- Zone 3 : 50€
- Zone 4 : 70€
- Zone 5 : 85€

- Travel time per person in the vehicle : 45,50€/hour/person.

- Outside zone 5 : 0,56€/km & travel time (travel time is considered as hour(s) of service.

To find out your geographical area, please take a look at the map or via our website : www.securitec.lu

A minimum of one half-hour will be charged per service. Every started quarter of an hour will be charged as one.

Article 14 : GUARANTEE EXCLUSION

The guarantee does not apply in case of:

- Incompliance with the commissioning or maintenance instructions defined by SECURITEC s.à r.l./ manufacturer or handling or wiring error during commissioning.
- Abnormal or non compliant use of the products according to the specifications of SECURITEC s.à r.l./ manufacturer.
- Any intervention or transformation not complying with the instruction made by SECURITEC s.à r.l.
- Damage due to a fall, a chock or immersion.
- Act of God, atmospheric phenomena (such as damages caused by lightning, etc.) or vandalism, and in all the cases where an event following the sale, beyond the control of SECURITEC s.à r.l., uncontrollable and for which it could not be reasonably held responsible for the occurrence or the effects, could withhold the compliance of its main obligations
- Use of a power supply other than the one defined by SECURITEC s.à r.l.
- Negligence or lack of maintenance on the part of the user.
- In case of specific conditions of use (such as damp, acid or dusty environment, high temperatures beyond the specifications of use made by the manufacturer, chemical emanations, etc.).

Besides, the guarantee does not include :

- Preventive interventions
- The hotline (including remote maintenance)
- The travelling (if the installation has been done by SecuriTec s.à r.l.)
- The training beyond the one given at the initial commissioning
- Consumables (ex: batteries...)

Article 15 : DATA PROTECTION

SECURITEC s.à r.l. handles data in accordance with the modified Act of August 2nd 2002 regarding the protection of people in relation with the handling of personal data.

Article 16 : GOVERNING LAW AND JURISDICTION

The present general sales conditions and all the contracts finalised in their framework will be submitted to Luxembourgish law, regardless of the country in which the services are completed. The parties give express and exclusive competence to the tribunals in Luxembourg City.