General Terms — Common Core and Modules A to E

General Terms of Sale and Service

Secure Electronics BV
Bergensesteenweg 65B, 1651 Beersel
BCE 1026.998.089 — TVA BE 1026.998.089
Licence SPF Intérieur n° 20 1867 02
Version : V11.20260511

Common Core — General Terms

GENERAL TERMS AND CONDITIONS

OF SALE AND SERVICE

Common Part applicable to the group companies

Secure Electronics BV

BV – Bergensesteenweg 65B, 1651 Beersel

CBE: 1026.998.089 – VAT: BE 1026.998.089

FPS Home Affairs licence no. 20 1867 02 — no INCERT accreditation as of today

Version: V11.20260511

PART I – GENERAL PROVISIONS

Article 1 – Identification of the Company

Secure Electronics BV, having its registered office at Bergensesteenweg 65B, 1651 Beersel, registered in the CBE under number 1026.998.089, VAT BE 1026.998.089, holder of FPS Home Affairs licence no. 20 1867 02. The Company does not, to date, hold INCERT accreditation.

The Company carries out its activities in accordance with the Act of 2 October 2017 regulating private and special security (loi du 2 octobre 2017 réglementant la sécurité privée et particulière / wet van 2 oktober 2017 tot regeling van de private en bijzondere veiligheid), as well as with all implementing decrees and technical standards applicable in the electronic security sector. It is hereinafter referred to as "the Company".

Article 2 – Definitions

The following terms, as used in these General Terms and Conditions, have the meaning given below:

"Customer": any natural or legal person who enters into or wishes to enter into an Agreement with the Company. The Customer may be a consumer within the meaning of Article I.1, 2° of the Belgian Code of Economic Law (Code de droit économique / Wetboek van economisch recht — "CDE/WER") (hereinafter "Consumer"), or a professional acting in the course of his business activity (hereinafter "Business Customer").

"Agreement": the whole formed by the accepted quote or order form, any Particular Terms, the Specific Terms of the relevant service, and these General Terms and Conditions.

"Equipment": all electronic security hardware supplied by the Company, including in particular the alarm panels, detectors, CCTV cameras, access-control systems, fire detectors, home-automation components and any related accessory.

"Services": all services of installation, configuration, commissioning, maintenance, technical assistance and, where applicable, remote alarm monitoring provided by the Company.

"Site": the place where the Equipment is installed or is to be installed, as defined in the quote or order form.

"ARC" (Alarm Receiving Centre): the licensed Alarm Receiving Centre to which the Company has recourse, or which contracts directly with the Customer, for the processing of alarm signals.

"Response Plan": the document drawn up with the Customer setting out the list of contact persons and the instructions to be followed by the ARC upon receipt of an alarm signal.

"Particular Terms": the specific terms agreed between the Company and the Customer in the quote, the order form or any written amendment.

"Specific Terms": the terms specific to each type of service (Module A – Installation, Module B – Security as a Service, Module C – Service & Assistance Agreement, Module D – Remote alarm monitoring, Module E – Temporary site security "VigiSite") which supplement these General Terms and Conditions.

Article 3 – Scope of application and hierarchy of documents

3.1. These General Terms and Conditions apply to any contractual relationship between the Company and the Customer, to the exclusion of any other general terms, in particular those of the Customer, save express and written acceptance by the Company.

3.2. In the event of contradiction between the various contractual documents, the following descending order of priority applies:

- the Particular Terms (quote, order form, amendments);
- the Specific Terms of the relevant service (Modules A to E);
- these General Terms and Conditions of Sale and Service.

3.3. The signing of the quote or the order form, the payment of the deposit or the commencement of performance of the Services constitutes the Customer's full and unreserved acceptance of these General Terms and Conditions.

3.4. The parties may only depart from these General Terms and Conditions by means of a written amendment duly signed by both parties.

3.5. These General Terms and Conditions, in their version in force, are available for consultation at any time on the Company's website. Each version of the General Terms and Conditions bears a version number and an effective date. The version published on the website shall prevail in the event of any discrepancy with any other copy. The Customer is invited to consult the website regularly to take note of any modifications, it being understood that any substantial modification will additionally be the subject of an individual notification in accordance with Article 30 hereof.

Article 4 – Entry into force of the Agreement

4.1. The Agreement enters into force on the date of its signature by both parties or, failing that, at the moment when the Company commences performance of the Agreement in an unequivocal manner, in particular through the making available, installation and/or assembly of the Equipment.

4.2. Quotes issued by the Company are valid for a period of thirty (30) calendar days from their date of issue, unless otherwise stated. Any quote not accepted within this period is deemed lapsed.

Article 5 – Right of withdrawal (Consumers)

5.1. Principle

Where the Agreement is concluded at a distance (in particular electronically via the Company's website) or off-premises within the meaning of Book VI of the Code of Economic Law, the Consumer has a right of withdrawal of fourteen (14) calendar days from:

- the day following the conclusion of the Agreement, in the case of services;
- the day on which the Customer, or a third party designated by him (other than the carrier), takes physical possession of the goods, in the case of a supply of goods.

5.2. Exercise of the right of withdrawal

In order to exercise this right, the Consumer may:

- use the standard withdrawal form made available on the Company's website; or
- send any other unequivocal statement expressing his intention to withdraw, by e-mail or by post.

In order for the withdrawal period to be observed, it is sufficient that the Customer sends his communication concerning the exercise of the right of withdrawal before the expiry of the fourteen (14)-day period.

5.3. Express request for early commencement

Given the nature of the Company's Services (installation of alarm systems requiring the scheduling of an appointment, the travel of a technician and on-site installation works), the Consumer may expressly request that performance of the Agreement begin before the expiry of the withdrawal period.

This express request is made by the Consumer by means of a specific statement, separate from the acceptance of the General Terms and Conditions, during the ordering process. In the case of an online order, the Consumer ticks a dedicated box bearing the following wording or wording to similar effect:

"I expressly request that the installation of the alarm system and/or the commissioning of the Services begin before the expiry of the 14-day withdrawal period. I acknowledge that, in the event of exercise of my right of withdrawal, I will remain liable for the installation costs actually incurred as well as for the amount proportional to the services already provided."

The Company retains evidence of this express request (timestamp, log of the ticked box, confirmation e-mail).

5.4. Consequences of withdrawal

a) Withdrawal before the start of installation

If the Consumer withdraws before the Company has commenced performance of the Services (no technical visit carried out, no installation started), the Company will refund all sums received within fourteen (14) calendar days of the notification of withdrawal.

b) Withdrawal after the start or completion of installation

If the Consumer has made the express request referred to in Article 5.3 and withdraws after performance has begun, he remains liable for the following amounts:

- the full installation costs actually incurred (labour, technician travel, configuration), as detailed in the quote, the installation service having been fully provided at his express request;
- the amount proportional to the recurring services (Service & Assistance Agreement, remote alarm monitoring, rental) already provided at the time of notification of withdrawal, calculated pro rata temporis.

c) Treatment of discounts in the event of withdrawal

The Company's quote distinguishes the catalogue price of the installation (price excluding discount) and, where applicable, the discount granted and its nature (conditional or unconditional).

Where a discount on the installation costs has been granted on the express condition of subscription to one or more recurring services (Service & Assistance Agreement, remote alarm monitoring agreement or rental agreement), and the Consumer exercises his right of withdrawal for all or part of those services while retaining the benefit of the installation performed, the conditional discount shall lapse. The installation costs due shall then be calculated on the basis of the catalogue price set out in the quote, as the condition justifying the discount is no longer satisfied. The conditional nature of the discount and the reference catalogue price are brought to the Consumer's knowledge clearly and unambiguously in the quote, prior to the conclusion of the Agreement.

Unconditional discounts (commercial gestures not linked to subscription to recurring services) remain acquired by the Customer even in the event of withdrawal.

The Company will refund any balance (amounts received less amounts due under this article) within fourteen (14) calendar days of the notification of withdrawal, using the same means of payment as that used for the initial transaction, save with the Customer's express agreement for a different means. This refund may be deferred until the actual recovery of the Equipment.

5.5. Return of the Equipment in the event of withdrawal

In the event of withdrawal, the Consumer must, at his own expense and without undue delay (and in any event within fourteen (14) days of his notification of withdrawal), return to the Company all Equipment made available to him, including the preventive stickers and plates.

If the Equipment has been installed, the Company will proceed with its uninstallation within a reasonable period. The costs of uninstallation and travel of the technician shall be borne by the Customer, insofar as such uninstallation results from the exercise of the right of withdrawal after an express request for early commencement. The Company is not required to restore the premises to their original state (filling of drill holes, repainting, etc.).

5.6. Confirmation of the right of withdrawal

The order confirmation e-mail sent to the Consumer will recall:

- the existence of the fourteen (14)-day right of withdrawal and the modalities of its exercise;
- where applicable, the fact that the Customer has requested early commencement of performance and the financial consequences in the event of withdrawal;
- a link to the standard withdrawal form on the Company's website.

5.7. Exclusions

This article does not apply to Business Customers.

PART II – FINANCIAL TERMS

Article 6 – Prices and VAT

6.1. Prices are stated excluding tax (excl. VAT) in the quotes and are expressed in euros. The applicable VAT amount will be added in accordance with the legislation in force. Maintenance services relating to a private building more than ten years old may benefit from the reduced VAT rate of 6%, provided that the legal conditions are met.

6.2. Prices are established on the basis of normal Site access conditions. Any additional cost resulting from unreported access difficulties or unforeseen works will be invoiced separately after agreement of the Customer.

6.3. Where a discount is granted on installation costs, the quote sets out in a separate and transparent manner: the catalogue price of the installation (reference price excluding discount), the amount and the percentage of the discount, the conditional or unconditional nature of the discount and, in the case of a conditional discount, the precise nature of the condition (subscription to one or more recurring services). The net price after discount is also indicated.

Article 7 – Deposit

7.1. Unless otherwise stipulated in the Particular Terms, a deposit of fifty per cent (50%) of the total amount excluding tax is due upon signing of the quote.

7.2. No service will be commenced unless a quote has been dated and signed and the deposit has been paid.

7.3. Failure to pay the deposit entitles the Company to suspend any service and to postpone the dates of intervention, without engaging its liability.

7.4. A confirmation e-mail of receipt of payment will be sent to the Customer in addition to the order form.

Article 8 – Terms of payment

8.1. One-off services (installation, interventions)

Invoices for one-off services (installation, technical interventions, repairs, additional works) are payable within fifteen (15) calendar days from the invoice date, by bank transfer to the account indicated on the invoice, unless otherwise agreed in writing.

8.2. Subscription services (Service & Assistance Agreement, remote alarm monitoring) and rental fees

8.2.1. Subscription services comprise the Service & Assistance Agreement and remote alarm monitoring agreements. They are invoiced in advance for periods of twelve (12) months. The first invoice is issued on the activation date of the Service and covers the upcoming annual period. Subsequent invoices are issued on each anniversary date of activation.

8.2.2. Rental fees are invoiced in advance according to the periodicity agreed in the Particular Terms (monthly, quarterly or annually).

8.2.3. Amounts invoiced in advance for subscription services (Service & Assistance Agreement and remote alarm monitoring) are acquired by the Company upon their invoicing. In the event of termination of the Agreement during a current period, the subscription amounts already invoiced and/or paid for the current period shall not give rise to any refund, either partial or pro rata temporis, subject to the exceptions

provided for in Article 8.2.3bis. The Customer acknowledges that this non-refund principle constitutes an essential condition of the pricing of subscription services, the annual price having been calculated in consideration of the Customer's commitment for the full period.

8.2.3bis. By way of exception to Article 8.2.3, the subscription amounts already paid will be refunded to the Customer pro rata temporis for the remainder of the period in the following cases:

a) where the Consumer exercises his statutory right of withdrawal under the conditions provided for in Article 5 hereof;

b) where the Consumer exercises a right of termination provided for by an imperative legal provision (in particular the Act of 25 October 2013 on tacitly renewed contracts / loi du 25 octobre 2013 / wet van 25 oktober 2013);

c) where the termination occurs by reason of a proven fault of the Company in the performance of its essential obligations, not remedied after formal notice of default;

d) where the termination occurs at the initiative of the Company for a reason not attributable to the Customer;

e) in the event of termination for force majeure persisting for more than ninety (90) days in accordance with Article 28.3 hereof;

f) in the event of the death of the Consumer or relocation to an area where the Company cannot continue to perform the Service (Consumers only).

For Business Customers, only the exceptions referred to in points c), d) and e) shall apply. The other cases remain governed by the non-refund principle of Article 8.2.3.

8.2.4. Payment of subscription services and rental fees may be made, depending on the type of Agreement and the Particular Terms, by direct debit (SEPA direct debit) or by bank transfer, subject to the derogations provided for below and in the applicable Specific Terms.

a) SEPA direct debit. The Customer may opt for payment by direct debit. The amounts are then automatically debited at each due date, according to the periodicity defined in the Particular Terms.

b) Bank transfer. The Customer who chooses payment by bank transfer settles his invoices within fifteen (15) calendar days of their date of issue, to the account indicated on the invoice.

c) "Security as a Service" (Module B). By derogation from points a) and b), payment of the monthly fees for the "Security as a Service" (Module B) is made exclusively by direct debit (SEPA direct debit), owing to the integrated nature of the service and the permanent making available of the Equipment. The signing of a valid SEPA direct debit mandate is a prerequisite for the activation of the "Security as a Service".

d) Service & Assistance Agreement (Module C). By derogation from points a) and b), where the Specific Terms of Module C so require, payment of the fee for the Service & Assistance Agreement is made exclusively by direct debit (SEPA direct debit), whether the payment is annual or monthly. The signing of a valid SEPA direct debit mandate and its activation according to the applicable type of mandate constitute a prerequisite for the activation of the Service & Assistance Agreement.

e) Business Customers — other agreements. For agreements concluded with a Business Customer other than those subject to mandatory direct debit under the applicable Specific Terms, SEPA direct debit is proposed by default upon conclusion of the Agreement. The Business Customer who refuses this means of payment shall inform the Company, which will issue its invoices by bank transfer in accordance with point b).

8.2.5. The applicable type of SEPA mandate is determined as follows:

- for Consumers: SEPA Core direct debit mandate (SDD Core), in accordance with the SEPA Core Direct Debit Rulebook;
- for Business Customers: SEPA Business-to-Business direct debit mandate (SDD B2B), in accordance with the SEPA B2B Direct Debit Rulebook.

8.2.6. The Customer will be pre-notified of each direct debit at least fourteen (14) calendar days before the debit date, save with the Customer's agreement for a shorter period. This pre-notification will be made by e-mail or via the invoice itself, which the Customer accepts as a sufficient means of notification.

8.2.7. The Customer who has opted for direct debit undertakes to keep the mandate active for the entire duration of the Agreement and to ensure that the designated bank account has sufficient funds at each debit date.

8.3. Revocation or rejection of the direct debit mandate

8.3.1. In the event of revocation of the direct debit mandate by the Customer, rejection of the debit by the Customer's bank, or unjustified objection to a debit (including by exercise of the SEPA Core refund right for a legitimately due debit):

- the relevant amounts become immediately payable by bank transfer within a period of eight (8) days;
- administrative handling fees of 15.00 euros excl. VAT will be invoiced to the Customer for each rejected or revoked debit, in order to cover the banking and administrative costs incurred by the Company;
- the Company reserves the right to suspend the relevant Services until the full settlement of the payment, without such suspension engaging its liability.

8.3.2. If the Customer does not put in place a new direct debit mandate within thirty (30) days following the revocation or rejection, the following consequences apply, without prejudice to the imperative rules applicable to Consumers:

- for Customers who have subscribed to a service subject to mandatory direct debit under the applicable Specific Terms, in particular the "Security as a Service" (Module B) or the Service & Assistance Agreement (Module C), the Company reserves the right to suspend the relevant Service and/or to terminate the Agreement in accordance with Article 26 (termination for fault), the maintenance of a valid direct debit mandate constituting an essential obligation of these Services;
- for all other Agreements, payment continues by bank transfer in accordance with Article 8.2.4 b), without the revocation of the mandate constituting, in itself, grounds for termination for fault.

8.3.3. For Consumers, the Company recognises the statutory refund right within eight weeks of the debit for SEPA Core mandates, in accordance with the SEPA Rulebook. However, the exercise of this refund right for a debit corresponding to a legitimately due fee does not release the Customer from his payment obligation. The amount will remain due and will be invoiced by alternative means.

8.4. Electronic invoicing

8.4.1. The Company sends its invoices exclusively electronically (to the e-mail address communicated by the Customer). The Customer accepts electronic invoicing and undertakes to communicate a valid e-mail address and to inform the Company of any change.

8.4.2. If the Customer expressly chooses to receive his invoices in paper form by post:

- for Consumers, paper invoicing is free of charge, in accordance with Article VI.83, 33° of the Code of Economic Law;
- for Business Customers, where the sending of a paper invoice or a paper duplicate is requested by the Customer or made necessary by the absence of a compliant electronic reception means, administrative fees of 5.00 euros excl. VAT per invoice may be charged in order to cover the costs of printing, postage and administrative processing. These fees do not apply to structured electronic invoices transmitted electronically in accordance with the applicable regulations. It is the Customer's responsibility to ensure that his postal and electronic contact details are kept up to date. Additional costs resulting from incorrect contact details shall be borne by the Customer.

Article 9 – Management of unpaid invoices

9.1. Business Customers (B2B)

In the event of non-payment on the due date, and without prior formal notice of default being required:

- late-payment interest will automatically be due at the statutory interest rate applicable to commercial transactions in Belgium (Act of 2 August 2002 / loi du 2 août 2002 / wet van 2 augustus 2002), calculated on a daily basis from the due date;
- a lump-sum compensation of ten per cent (10%) of the unpaid amount will be due, with a minimum of 250 euros, by way of a penalty clause;
- all recovery costs, amicable and judicial, including lawyer's fees, bailiff's fees or debt recovery company fees, shall be borne by the Business Customer.

9.2. Consumers (B2C)

In accordance with Book XIX of the Code of Economic Law (Act of 4 May 2023 / loi du 4 mai 2023 / wet van 4 mei 2023), in the event of non-payment by a Consumer:

- a first free reminder will be sent to the Consumer, granting him an additional period of fourteen (14) calendar days to regularise his situation, without any fees or interest;
- if payment does not take place within this period, subsequent reminders may give rise to administrative processing and dispatch fees of a maximum of 7.50 euros, increased by the postal charges in force at the time of dispatch;
- any principal amount unpaid and not disputed on the due date shall be increased by the following lump-sum compensation: (i) 20 euros if the outstanding amount is less than or equal to 150 euros; (ii) 30 euros plus 10% of the amount due on the portion between 150.01 and 500 euros; (iii) 65 euros plus 5% of the amount due on the portion above 500 euros, with a maximum of 2,000 euros;
- late-payment interest at the statutory rate will be due from the expiry of the first free reminder period, calculated on a daily basis.

This clause is without prejudice to the right of the parties to seek, by any legal means, compensation for any damage which is not adequately compensated by the application of this clause.

9.3. Common provisions

9.3.1. Any dispute regarding an invoice must be addressed to the Company by registered letter or by e-mail with acknowledgement of receipt within fifteen (15) days of the invoice date, with precise indication of the grounds for the dispute. Failing dispute within this period, the invoice is deemed accepted in respect of Business Customers. For Consumers, this presumption does not affect the imperative rights from which they benefit, in particular concerning statutory warranty, unfair terms and legitimate dispute of a claim.

9.3.2. For Business Customers, failure to pay an invoice on the due date renders immediately payable all sums due under the Agreement and any other ongoing agreement between the parties, regardless of any payment facilities previously granted. For Consumers, this accelerated maturity applies only within the limits authorised by the imperative provisions of the Code of Economic Law, in particular after the sending of the first free reminder where such is required.

9.3.3. In the event of persistent non-payment, the Company reserves the right to suspend all of its Services, including the Service & Assistance Agreement, remote alarm monitoring and technical assistance, after the sending of a formal notice of default which has remained without effect for fifteen (15) days. For Consumers, this suspension shall only take place after compliance with the reminders, periods and fee caps provided for by the applicable imperative provisions. This suspension does not release the Customer from his payment obligations and does not engage the Company's liability for the consequences of the interruption of the Services.

9.3.4. Debts owed to the Company are one and indivisible, even if they arise from separate agreements. For Business Customers, the Company shall be entitled to suspend or terminate an agreement in the event of non-compliance with payment obligations contracted under other agreements concluded with the Company. For Consumers, this faculty is exercised only within the limits of the applicable imperative rights and provided that the non-payment has a sufficient link with the suspended or terminated Service.

Article 10 – Assignment of receivables

10.1. The Customer agrees that the Company may assign all or part of its receivables arising from the Agreement to a third party (hereinafter the "Assignee"), in particular under a factoring agreement. Such assignment may take place at any time during the term of the Agreement.

10.2. In the event of assignment, the Customer will be informed in writing of the identity of the Assignee and of the new payment details. From the notification of the assignment, the Customer shall validly make payment of the assigned amounts only to the Assignee. Any payment made to the Company after notification of the assignment shall not have discharge effect vis-à-vis the Assignee.

10.3. The assignment of receivables in no way modifies the obligations of the Company towards the Customer under the Agreement. The Company remains the Customer's sole point of contact for any matter relating to the performance of the Services, complaints and after-sales service.

10.4. The Customer undertakes not to set off the amounts assigned to the Assignee against any claims which it may hold against the Company, save in the event of connected claims within the meaning of Article 5.254 of the Belgian Civil Code or legitimate dispute of the invoice notified in accordance with Article 9.3.1.

Article 11 – Annual indexation

11.1. Recurring prices (Service & Assistance Agreement, remote alarm monitoring agreements, rental agreements) may be indexed annually on the anniversary date of the Agreement, on the basis of the health index published by Statbel.

11.2. Indexation formula: P1 = P0 × (health index of the month preceding the anniversary date / reference health index). The reference index is that of the month preceding the signing of the Agreement.

11.3. The Customer will be informed in writing of any indexation at least thirty (30) days before its application. The Customer accepts that this notification may be made by e-mail or via the invoice, and acknowledges that this constitutes a sufficient, appropriate and individual notification.

11.4. This indexation does not constitute an unfavourable contractual modification within the meaning of Article 30 hereof and does not entitle the Customer to terminate the Agreement on that basis.

PART III – MUTUAL OBLIGATIONS

Article 12 – Obligations of the Company

12.1. The Company is bound by a best-efforts obligation in the performance of its services. The systems installed are preventive and dissuasive tools. They do not guarantee in any way the absence of intrusion, theft, fire or any other harmful event.

12.2. The Company shall install the Equipment in accordance with the rules of the trade, the applicable Belgian and European standards and the specifications of the quote.

12.3. The Company reserves the right to call upon qualified subcontractors for the performance of all or part of the Services, including for guarding, patrol or alarm-response services. The Company remains liable to the Customer for the proper performance of such services.

12.4. Installation periods indicated in the quote are given for information purposes only and do not constitute strict deadlines, unless expressly stipulated otherwise.

Article 13 – Obligations of the Customer

The Customer undertakes to:

- ensure free, safe and practicable access to the Site on the agreed dates for installation, maintenance and, where applicable, recovery of the Equipment;
- provide at his expense the appropriate power supply (230V wall socket within a maximum of 5 metres of the panel), the network connectivity (IP/GSM) required for the operation of the systems, as well as any required administrative authorisations;
- not modify, move or interfere with the Equipment without the prior written consent of the Company;
- immediately report to the Company any malfunction, damage or attempted sabotage observed;
- inform the Company of any change affecting the Site (works, change of use, change of occupant, environmental modifications such as renovations, domestic animals, etc.) likely to impact the operation of the systems;
- use the Equipment with care and as a reasonable and prudent person, in accordance with the instructions communicated by the Company;
- immediately inform the Company of any change of address or contact details;
- comply with all laws and regulations applicable to the holding and use of security systems;
- authorise the Company to access remotely (by upload and download) the installed system in order to monitor its operation, perform software updates and, if necessary, adapt the technical parameters to ensure the quality of the service performance, without this modifying the obligations of the Customer.

All costs caused by non-compliance with these obligations shall be borne by the Customer.

The Customer acknowledges that any change affecting the Site, the environment or the use of the premises — in particular the arrival of domestic animals, renovations, structural modifications, redistribution of spaces, change of use or furniture liable to obstruct or modify the detection zones — may require an adaptation of the Equipment

(displacement, replacement or addition of components, reconfiguration, modification of the detection plan) in order to ensure its compliant operation and to avoid false alarms.

Such adaptations, whether following a declaration by the Customer or identified by the Company during an intervention, are carried out on the basis of a prior quote and remain at the Customer's expense, in accordance with the modalities provided for in the applicable Module. The Company is under no obligation to bear such costs free of charge, the initial installation having been sized on the basis of the configuration and the information communicated by the Customer at the date of signing of the Agreement.

Article 14 – Electronic conclusion of the Agreement and communications

14.1. Electronic conclusion

The Agreement may be concluded electronically, in accordance with Book XII of the Code of Economic Law and Regulation (EU) No 910/2014 (eIDAS). The validation of the Agreement by the Customer via the Company's website (by acceptance click, ticked "I accept the General Terms and Conditions" box, or any other electronic signature process) constitutes a full and unreserved acceptance of the Agreement and of these General Terms and Conditions, in the same way as a handwritten signature.

The Company retains a timestamped record of the electronic acceptance (including the Customer's identity, the date and time of acceptance, the IP address and the version of the General Terms and Conditions accepted). This record constitutes evidence of the conclusion of the Agreement.

14.2. Pre-contractual information

Where the Agreement is concluded at a distance with a Consumer, the Company provides, prior to the conclusion of the Agreement and in accordance with Article VI.45 of the Code of Economic Law, all the required pre-contractual information on a durable medium (confirmation e-mail or downloadable document), including in particular: the identity of the Company, the essential characteristics of the Services, the total price, the duration of the Agreement, the termination conditions and the right of withdrawal.

14.3. Electronic communications

Unless otherwise provided herein, all communications between the Company and the Customer shall be made electronically (e-mail, customer area on the website). The Customer undertakes to communicate a valid e-mail address upon conclusion of the Agreement and to keep it up to date for the entire duration of the Agreement.

The Company shall not be liable for communications not received owing to incorrect or expired e-mail contact details, or to the Customer's anti-spam filters.

14.4. Formal notices of default and terminations

By derogation from Article 14.3, notifications having significant legal effect (formal notices of default, termination notices, invoice disputes) may be made:

- by registered postal letter; or
- by qualified electronic registered delivery within the meaning of Article 46 of the eIDAS Regulation, via a qualified electronic delivery service; or
- by e-mail with acknowledgement of receipt to the e-mail address indicated in the Agreement, provided that the addressee confirms receipt.

The date of receipt of the notification shall be, as the case may be: the first working day following the presentation of the registered postal letter, the date of delivery confirmed by the qualified service, or the date of the electronic acknowledgement of receipt.

PART IV – OWNERSHIP AND WARRANTY

Article 15 – Retention of title

15.1. In the event of sale of the Equipment, the latter remains the exclusive property of the Company until full payment of the price, including principal, interest and costs. Until the transfer of ownership, the Customer is the custodian of the Equipment and must insure it against all risks of loss, theft and damage.

15.2. In the event of non-payment, the Company may recover the Equipment at the Customer's sole expense. The Customer expressly authorises the Company or its auxiliaries to access the Site for that purpose.

15.3. In the event of making available under a Service or a rental, the Equipment remains the exclusive property of the Company for the entire duration of the Agreement. The specific ownership conditions are defined in the applicable Modules (in particular Module B – Security as a Service and Module E – VigiSite).

Article 16 – SIM card

16.1. Ownership

Where a SIM card (Subscriber Identity Module) is supplied by the Company for the purposes of the GSM communication of the Equipment, this SIM card remains at all times the exclusive property of the Company, including where the Customer is the owner of the Equipment (Module A). The SIM card forms an integral part of the communication system of the alarm panel.

16.2. Use

The Customer is not authorised to use the SIM card for purposes other than those provided for in the Agreement (transmission of alarm signals and communication with the Company and/or the ARC), nor to use the telephone number attached to it. The Customer undertakes not to remove, replace or manipulate the SIM card without the prior written agreement of the Company.

16.3. SIM subscription

Save where the Customer has subscribed to the "Security as a Service" (Module B) in which the SIM subscription is included in the monthly fee, the SIM card is the subject of a separate subscription invoiced to the Customer. The invoicing periodicity (monthly or annual) is defined in the Particular Terms. Payment is made in accordance with the modalities provided for in Article 8.2.4 of these General Terms and Conditions.

16.4. Termination of the SIM subscription

In the event of termination of the SIM subscription by the Customer, the back-up GSM transmission of the Equipment will be deactivated. The Customer acknowledges and accepts that, in this case, the Equipment will depend exclusively on the availability of an active and functional internet connection (Ethernet/Wi-Fi) for the transmission of alarm signals, and that the Company shall not be liable for any transmission failure resulting from an interruption of the Customer's internet connection.

16.5. Return

The SIM card must be returned to the Company in the event of termination of the Agreement, termination of the SIM subscription, or upon first request of the Company, and in all cases, including where the Customer is the owner of the Equipment. Failure to return the SIM card entitles the Company to invoice the Customer for the cost of replacement of the SIM card as well as for any continued subscription fees up to the effective deactivation of the card.

Article 17 – Warranty

17.1. Statutory warranty – Consumers

The Consumer benefits from the statutory conformity warranty of two (2) years from the delivery of the goods, in accordance with Articles 1649bis et seq. of the former Belgian Civil Code and Book VI of the Code of Economic Law. Any lack of conformity which becomes apparent within a period of two years from delivery entitles the Customer to repair or replacement of the goods, or, if such is impossible or disproportionate, to a price reduction or rescission of the contract.

17.2. Contractual warranty – Business Customers

The Equipment benefits from the manufacturer's warranty, the duration of which is specified in the quote, with a minimum of one (1) year. The warranty covers manufacturing and material defects under normal conditions of use.

17.3. Warranty exclusions

Excluded from any warranty are:

- damage resulting from non-compliant use, unauthorised modifications or defective maintenance;
- damage caused by lightning, electrical overvoltage, floods or any other case of force majeure;
- the intervention of a third party not approved by the Company, including interventions for battery changes;
- the normal wear and tear of consumables (batteries, sensors).

PART V – LIABILITY

Article 18 – Limitation of liability of the Company

18.1. The Company is liable for damages resulting from a fault attributable to it in the performance of its contractual obligations. However, its liability is limited in accordance with the provisions of this article.

18.2. The Customer acknowledges and accepts that the security systems installed by the Company are preventive and dissuasive tools. Their installation does not in any way eliminate events such as theft, intrusion, fire, flooding or any other loss event. The performance of the systems depends in particular on the continuity of the power supply, the proper functioning of the GSM, IP and telephone networks, the local IT configuration, the absence of sabotage or vandalism, and the environmental conditions (temperature, humidity, electromagnetic interference).

18.3. The Company's liability is limited to direct, material and proven damages. Expressly excluded are: loss of profits, loss of business, loss of turnover, loss of data, any immaterial, consequential or indirect damage, as well as any damage linked to a theft, intrusion, fire or any other loss event occurring despite the presence of the systems.

18.4. In any event, the total and aggregate liability of the Company under the Agreement is capped at the amount covered by its professional civil liability insurance in force at the time of the loss event. An insurance certificate will be provided to the Customer on simple request.

18.5. The Customer must assert any claim and communicate the damage to the Company as soon as possible, and at the latest within four (4) weeks of its occurrence, by registered letter or by e-mail with acknowledgement of receipt, with reasons.

18.6. The exclusions and limitations of liability of this article do not apply in the event of fraud, wilful misconduct, gross negligence or non-performance of an essential obligation of the Agreement.

Article 19 – Liability of the Customer

19.1. The Customer is liable for damages caused by a fault attributable to him, including in particular: fines imposed by the authorities on the Company, useless travel costs, damages caused by false alarms due to his negligence, and any damage resulting from non-compliance with his contractual obligations.

19.2. The Customer is required to take, at his expense, sufficient preventive measures and to take out insurance covering the risks of burglary, fire, water damage and other damages, and to maintain such insurance for the entire duration of the Agreement. The security systems installed do not replace adequate insurance cover.

Article 20 – Exonerations

The Company may not be held liable for:

- failures of the telecommunications networks, Internet, GSM, Ethernet or Wi-Fi attributable to the operators;
- decisions taken by the police, fire brigade, emergency services or subcontractors intervening on alarm;
- abusive or non-compliant use of the Equipment by the Customer;
- the inaccuracy of the instructions of the Response Plan established by the Customer;
- any damage resulting from a power cut, a failure of the Customer's internet connection, or any other cause external to the Company;
- any failures which would be due to lack of mandatory annual maintenance.

PART VI – PERSONAL DATA AND CCTV

Article 21 – Protection of personal data

21.1. Personal data collected in the context of the contractual relationship are processed by the Company as data controller, in accordance with the General Data Protection Regulation (GDPR – Regulation (EU) 2016/679) and the privacy policy available on the Company's website.

21.2. The Customer is informed that his personal data, those of the contacts provided in the Response Plan, the data from the alarm system, as well as the telephone conversations with the Company or the ARC, may be the subject of recordings within the framework of the performance of the Services.

21.3. The Customer is informed that telephone communications between the Customer (or his designated contacts in the Response Plan) and the Company or the ARC may be recorded, in particular for the purposes of evidence of the instructions given, training of staff, improvement of the quality of the Services and compliance with legal or regulatory obligations. Such recordings are kept for a period in accordance with the Company's privacy policy. The Customer undertakes to inform the persons designated in his Response Plan of the existence of such recordings.

21.4. The Company ensures the confidentiality of the information provided by the Customer and its protection by appropriate and secure means. The Customer authorises the Company to transmit his data to the subcontractors and partners involved in the performance of the Agreement.

21.5. Personal data are retained only for the period necessary for the purposes for which they were collected, extended where applicable by the applicable legal obligations. The main retention periods are as follows:

a) Contractual data (quotes, agreements, invoices, correspondence related to the performance of the Agreement): retained for the entire duration of the Agreement and for up to seven (7) years after its end, in accordance with Belgian accounting and tax obligations (Article III.86 of the Code of Economic Law);

b) Prospect data (requests for information without conclusion of an agreement): retained for three (3) years from the last contact, then deleted or anonymised;

c) Requests without follow-up (contact forms left without immediate follow-up): deleted twelve (12) months after the last contact;

d) Telephone recordings between the Customer (or his designated contacts) and the Company or the ARC: retained for the period necessary for the purposes referred to in Article 21.3, and for a maximum of one (1) year, save where necessary as evidence, upon request of a competent authority or by virtue of a legal obligation.

CCTV images are retained within the limits provided for in Article 22 and, where applicable, in Articles B.8 and E.11 of the applicable Modules.

Other retention periods, in particular those applicable to data collected via the website, cookies and marketing activities, are specified in the Company's privacy policy.

Article 22 – CCTV – Liability of the Customer

22.1. Where CCTV systems are installed, the Customer is solely responsible for the processing of data from the cameras, as data controller. The Company acts as data processor for the technical operations related to the cameras.

22.2. The Customer assumes all legal obligations relating to the installation and use of surveillance cameras, in particular:

- the declaration of the surveillance camera system via the electronic portal www.declarationcamera.be (multilingual portal also available at www.aangiftecamera.be) at the latest the day before commissioning, save applicable legal exception;
- keeping this declaration up to date, its annual validation and its modification in the event of addition, removal, displacement of cameras or change of the retention period;
- keeping a record of processing activities for images, where required by law, and making it available to the competent authorities upon request;
- signalling of CCTV zones by means of regulatory pictograms in accordance with the Act of 21 March 2007 (loi du 21 mars 2007 / wet van 21 maart 2007);
- informing the data subjects, access to the images and respect for the rights of the persons filmed;
- the retention period of the images, which may in principle not exceed one (1) month, save where the images may contribute to proving an offence, damage or anti-social behaviour, or enable the identification of a person concerned by the facts, or save specific legal obligation.

22.3. The Customer acknowledges that the system is intended to ensure the security of the premises and goods under surveillance and undertakes to use it only within a strict security framework. It is not intended for the monitoring of activities of persons (visitors, staff, employees).

22.4. The Company may not be held liable for the Customer's use of the data to which he has access or for the Customer's non-compliance with his CCTV obligations.

PART VII – DURATION, TERMINATION AND FORCE MAJEURE

Article 23 – Duration of the Agreement

23.1. The duration of the Agreement is defined in the Particular Terms and/or the Specific Terms applicable to the relevant service. In the absence of specific mention, the following durations apply:

- Installation agreement (sale): one-off performance, without commitment period beyond delivery and installation;
- Service & Assistance Agreement (Module C): initial duration of one (1) year, tacitly renewable for successive periods of one (1) year;
- Remote alarm monitoring agreement: initial duration of one (1) year, tacitly renewable for successive periods of one (1) year;
- Security as a Service agreement (Module B): initial duration of twenty-four (24) months, then tacitly renewable for successive periods of one (1) year;
- VigiSite agreement – temporary site security (Module E): fixed term aligned on the duration of the works, with a minimum of three (3) months, in accordance with the Particular Terms.

Article 24 – Ordinary termination

24.1. Business Customers

The Business Customer may terminate the tacitly renewable Agreement by registered letter sent at least three (3) months before the expiry of the current period. Failing this, the Agreement is renewed for a new period.

24.2. Consumers

In accordance with the Act of 25 October 2013, the Consumer may:

- terminate the Agreement by registered letter sent at least two (2) months before the expiry of the initial period;
- after the first renewal, terminate the Agreement at any time with two (2) months' notice.

The Company shall remind the Consumer, no earlier than three (3) months and no later than one (1) month before the termination deadline, of the possibility of not renewing the Agreement.

Article 25 – Early termination during the initial period

25.1. For the Service & Assistance Agreement and remote alarm monitoring agreements, in the event of early termination by the Customer during the initial period, the Customer remains liable for the fees running until the end of the initial period, save imperative right applicable to the Consumer or proven fault of the Company.

25.2. For Security as a Service agreements (Module B), in the event of early termination by the Customer during the initial period of twenty-four (24) months, the Customer is liable for compensation equivalent to all fees remaining due until the end of the initial period, and the Customer must return the Equipment at his expense. For Consumers, this compensation will, where applicable, be reduced by the residual value of the Equipment returned in good condition.

Article 26 – Termination for fault

26.1. The Company reserves the right to suspend or terminate the Agreement by operation of law, by registered letter, with immediate effect, if:

- the Customer has provided misleading or erroneous information;
- the Customer fails to meet his payment obligations despite a formal notice of default which has remained without effect for fifteen (15) days;
- the Customer uses the Equipment in an abusive or unlawful manner;
- the Customer repeatedly fails to comply with the Company's instructions despite a formal notice of default;
- the Customer, by his conduct, compromises the professional performance of the Agreement;
- the Customer is no longer the legitimate owner or tenant of the Site;
- the Customer is declared bankrupt or obtains a collective debt settlement.

26.2. The Customer may terminate the Agreement if the Company fails to meet its essential obligations despite a written formal notice of default which has remained without effect for thirty (30) days.

Article 27 – Relocation

27.1. In the event of relocation, the Customer must inform the Company at least two (2) months in advance in writing. The Customer remains liable for his contractual obligations.

27.2. If the Agreement can be continued at the new address, the Company may invoice the costs reasonably related to the relocation of the Equipment.

Article 28 – Force majeure

28.1. Neither party shall be liable for non-performance of its obligations in the event of an event of force majeure within the meaning of Article 5.226 of the Belgian Civil Code, being any event beyond the reasonable control of the party concerned, unforeseeable and irresistible.

28.2. Cases of force majeure include in particular: natural disasters, wars, epidemics and pandemics, general strikes, large-scale cyberattacks, widespread failures of telecommunications networks, and governmental decisions restricting economic activity.

28.3. If the force majeure situation persists for more than ninety (90) days, either party may terminate the Agreement without compensation.

PART VIII – FINAL PROVISIONS

Article 29 – Confidentiality

Each party undertakes to treat as confidential all technical, commercial and financial information communicated by the other party in the context of the Agreement, and not to disclose it to third parties without the prior written consent of the other party. This confidentiality obligation survives the end of the Agreement for a period of five (5) years.

Article 30 – Modification of the Agreement and of the General Terms and Conditions

30.1. Publication and versioning

The General Terms and Conditions in force are permanently published on the Company's website. Each version bears a version number and an effective date. Previous versions are archived and remain available for consultation upon request of the Customer.

30.2. Right of modification

The Company reserves the right to modify these General Terms and Conditions, the Specific Terms and/or the tariffs in force, for objectively justified reasons (in particular: legislative or regulatory developments, technical modifications, evolution of market conditions, adaptation of the Services).

30.3. Notification procedure

Any modification will be notified individually to the Customer by e-mail or by post, at least thirty (30) calendar days before its entry into force. The notification shall specify:

- the nature and content of the modifications made;
- the effective date of the modifications;
- the Customer's right to terminate the Agreement in the event of refusal of the modifications;
- the link to the full text of the new General Terms and Conditions on the Company's website.

30.4. Right of termination in the event of unfavourable modification

The Customer who does not accept a price increase (other than the annual indexation referred to in Article 11) or any other unfavourable modification of the contractual conditions may terminate the Agreement, without any fee or compensation, by registered letter or by e-mail with acknowledgement of receipt, sent between the date of receipt of the notification and the effective date of the modifications.

The termination takes effect on the planned effective date of the modifications. Until that date, the previous conditions remain applicable.

30.5. Tacit acceptance

Failing termination within the aforementioned period, the Customer is deemed to have accepted the new conditions, which shall apply by operation of law from their effective date.

30.6. Exclusions

The following do not constitute unfavourable modifications within the meaning of this article and do not give rise to a right of termination:

- the annual indexation of recurring prices in accordance with Article 11;

- modifications imposed by a mandatory legislative or regulatory development;
- purely formal or editorial modifications not affecting the substance of the rights and obligations of the parties.

Article 31 – Assignment of the Agreement

31.1. The Customer may not assign all or part of the rights and obligations arising from the Agreement without the prior written consent of the Company.

31.2. The Company may freely assign the Agreement to any company forming part of the same group or to any assignee of its business, without reduction of the Customer's guarantees. In the event of reduction of guarantees for a Consumer, the latter may terminate the Agreement in accordance with Article 30.4.

Article 32 – Severability

If a clause of these General Terms and Conditions is declared null or inapplicable by a competent court, the other clauses retain their full validity. The parties shall endeavour to replace the invalidated clause with a valid clause as close as possible to the parties' original intention.

Article 33 – Entire agreement

The Agreement (quote, Particular Terms, Specific Terms and these General Terms and Conditions) constitutes the entire agreement between the parties. It replaces and cancels any prior agreement, proposal or communication, written or oral, relating to the subject matter of the Agreement.

Article 34 – Applicable law and competent courts

34.1. The Agreement is governed exclusively by Belgian law.

34.2. For Business Customers: any dispute shall fall within the exclusive jurisdiction of the courts of the judicial district of the registered office of the Company.

34.3. For Consumers: the competent court shall be, at the choice of the claimant, that of the defendant's domicile or that of the place where the disputed obligations have been or must be performed, in accordance with Article 624 of the Belgian Judicial Code.

34.4. Prior to any judicial action, the parties shall endeavour to find an amicable solution within a period of thirty (30) days.

Article 34bis – Out-of-court dispute resolution – Consumer Mediation Service

34bis.1. Prior internal complaint

In accordance with Articles XVI.2 and XVI.3 of the Code of Economic Law, the Customer may address any complaint relating to the performance of the Agreement to the Company's customer service, by e-mail or by post, to the contact details indicated in the Agreement or on the Company's website. The Company undertakes to respond as soon as possible and to act diligently to seek a satisfactory solution.

34bis.2. Recourse to the Consumer Mediation Service

If the complaint addressed to the Company has not found a satisfactory solution within a reasonable period, the Consumer may, in accordance with Book XVI of the Code of Economic Law, submit the dispute free of charge to the Consumer Mediation Service, the contact details of which are as follows:

Consumer Mediation Service

Boulevard du Roi Albert II 8, Box 1 – 1000 Brussels

Tel.: +32 2 702 52 20

E-mail: contact@consumerombudsman.be

Website: www.consumerombudsman.be

34bis.3. Optional nature and judicial procedure

Recourse to mediation is optional. It does not deprive either the Customer or the Company of the right to bring legal action in accordance with Article 34 hereof. The Company undertakes to examine in good faith any mediation request submitted by a Consumer via the Consumer Mediation Service or via any other qualified entity competent within the meaning of Book XVI of the Code of Economic Law.

Article 35 – Election of domicile

For the performance of these Terms, the parties elect domicile at their respective registered offices. Any notification shall be validly addressed by registered letter or electronically with acknowledgement of receipt to the address indicated in the Agreement.

* * *

These General Terms and Conditions are supplemented by the following Specific Terms, applicable according to the type of service subscribed:

- Module A – Specific Terms for Installation
- Module B – Specific Terms for the "Security as a Service" Service
- Module C – Specific Terms for the Service & Assistance Agreement
- Module D – Specific Terms for Remote Alarm Monitoring
- Module E – Specific Terms for Temporary Site Security (VigiSite)

Secure Electronics BV, having its registered office at Bergensesteenweg 65B, 1651 Beersel, registered in the CBE under number 1026.998.089, VAT BE 1026.998.089, holder of FPS Home Affairs licence no. 20 1867 02. The Company does not, to date, hold INCERT accreditation.

Module A — Specific Conditions for Installation

PREAMBLE

These Specific Terms for Installation (hereinafter "Module A") supplement the General Terms and Conditions of Sale and Service of the Company. They apply to any installation service of electronic security Equipment performed by the Company under a sale contract. The Customer becomes the owner of the Equipment after full payment of the price, subject to the retention-of-title clause provided for in Article 15 of the General Terms and Conditions.

In the event of contradiction between this Module A and the General Terms and Conditions, Module A prevails for the matters which it governs. The terms defined in the General Terms and Conditions retain the same meaning in this Module.

Article A.1 – Technical visit and security survey

A.1.1. The quote may be preceded by a free technical visit to the Site, carried out by a technician or commercial adviser of the Company. The purpose of this visit is to assess the security needs of the Customer, the characteristics of the Site and the technical constraints of installation.

A.1.2. Where the quote is drawn up without a prior technical visit (in particular on the basis of plans, photographs or information communicated by the Customer), the Customer is solely responsible for the accuracy and completeness of the information provided. Any additional work resulting from inaccurate or incomplete information will be invoiced additionally, after agreement of the Customer, on the basis of an additional quote.

A.1.3. The Customer undertakes to provide complete and accurate information concerning in particular: the configuration of the premises, the specific risks identified, the existing infrastructure (electrical supply, IP network, cabling), the presence of domestic animals, and any particular constraint (listed buildings, co-ownership, lease, etc.).

Article A.2 – Content of the quote

The installation quote drawn up by the Company comprises at a minimum:

the detailed list of the Equipment to be installed (brand, model, quantity);

the catalogue price of the Equipment and the catalogue price of the installation labour;

where applicable, the discount granted, its amount, its conditional or unconditional nature, and the precise condition in the case of a conditional discount, in accordance with Article 6.3 of the General Terms and Conditions;

the total net price excluding tax and including all taxes;

where applicable, the travel costs;

the amount of the deposit required;

the compliance standards applicable to the installation;

the validity period of the quote.

The descriptions contained in the commercial documents, catalogues and on the Company's website are indicative and do not form part of the Agreement, save express mention in the quote.

Article A.3 – Prior technical requirements

The Customer ensures, prior to the installation, that the following technical conditions are met:

a functioning 230V wall socket near the location planned for the alarm panel (maximum distance of five (5) metres);

a functioning internet connection (Ethernet and/or Wi-Fi) for the communication of the system with the Company and, where applicable, the Alarm Receiving Centre;

free and secure access to the planned installation areas;

free and secure access to the electrical panel;

the necessary authorisations from the building owner, the co-ownership association or any competent authority, where applicable.

In the absence of these conditions on the day of installation, the following provisions apply:

a) Postponement of the intervention

If the state of the Site does not allow the installation to be carried out under normal and safe conditions, the technician may decide to postpone the intervention. The costs of the wasted travel shall be borne by the Customer.

b) Unforeseen preparatory works

If the Site is not in the agreed state but the technician considers that he can proceed with the installation by means of additional preparatory works (moving of furniture, boxes or bulky objects, clearing of work areas, cleaning of the installation area, or any other necessary preparation), the additional working time will be invoiced to the Customer at the Company's prevailing hourly rate, in addition to the amount of the initial quote.

The technician will assess the situation on site and inform the Customer of the estimated additional cost before proceeding. The Customer must give written consent (by signature on the intervention sheet or by e-mail) prior to the performance of these preparatory works. In the absence of written consent of the Customer, the technician will postpone the intervention in accordance with point a) above.

c) Modification of the installation at the customer's request

Any modification of the installation requested by the Customer, whether before, during or after the performance of the works, and which is not expressly provided for in the quote, the order form or the initial Agreement, will be considered an additional service.

This includes in particular, without this list being exhaustive: the displacement of a panel, keypad, detector, siren, camera or any other equipment, the modification of the cabling, the change of location of a device, the addition of hardware, the modification of the configuration or any other adaptation requested by the Customer.

Where the modification requested by the Customer involves moving, dismantling, replacing, modifying or adapting elements already installed or being installed, the Customer shall bear all technical and operational costs related to this request. This includes in particular the costs of labour, travel, additional hardware, consumables, recabling, reconfiguration, technical adaptation and all other costs necessary for the performance of the requested modification.

The Customer expressly acknowledges that the drilling holes, fixings, cable runs, cable trays or other interventions already carried out in accordance with the quote, the initial instructions of the Customer or the rules of the trade may leave visible traces, marks, openings or apparent deteriorations when the Customer subsequently requests a modification, displacement, dismantling or adaptation of the installation.

Works of filling, repair, painting, finishing, aesthetic restoration or restoration of the surfaces, walls, ceilings, floors, supports or elements concerned fall under the sole responsibility of the Customer. These works are not included in the Company's services, nor in the initially agreed price, and the Company is not required to perform them.

If the Company exceptionally agrees to carry out all or part of these restoration works, these will be the subject of a separate prior quote, which must be accepted by the Customer before any execution. No filling, repair, painting, finishing or restoration work may be deemed included in the initial price, save express written agreement to the contrary.

Where the modification is requested during the technician's intervention, the Customer acknowledges that his consent, given on site, in writing, by e-mail, by signature of an intervention sheet, by validation of an additional quote or by any other equivalent means, constitutes a firm order for the corresponding additional services.

The Customer also acknowledges that any modification requested during the intervention may lead to a lengthening of the time required for the performance of the works. Where this modification results in making it impossible to complete the installation within the time initially planned for the intervention, the Company shall not be required to extend the intervention beyond the scheduled time slot. The Company may, in this case, interrupt the intervention and set a new appointment at the next availability compatible with its operational scheduling, without the Customer being able to require an immediate or priority intervention.

Any new appointment that may be necessary to complete the services will be invoiced additionally to the Customer, according to the Company's prevailing rates, including in particular the travel costs, labour, hardware, cabling, configuration and all additional services made necessary by the requested modification.

The Company reserves the right to refuse or postpone any modification requested during the intervention if it requires further study, hardware

which is not available, a particular technical adaptation, a prior validation, or if it is liable to delay the normal performance of the works originally planned.

This provision is without prejudice to the Company's liability in the event of proven fault in the performance of the works, in accordance with Article A.7 of this Module.

Article A.4 – Scheduling and installation periods

A.4.1. The date and time of the installation are agreed by mutual agreement between the Company and the Customer, depending on their respective availabilities, and within a reasonable period following the signing of the quote and the payment of the deposit.

A.4.2. The installation periods communicated are indicative and do not constitute strict deadlines, save express stipulation to the contrary in the quote. The Company shall not be liable for delays attributable to circumstances beyond its control, in particular: suppliers' delivery periods, unavailability of the Site, non-compliance by the Customer with his preparatory obligations, or cases of force majeure.

A.4.3. The installation is carried out during the Company's business hours, defined as follows: Monday to Friday, from 8.30 a.m. to 6.00 p.m., excluding Belgian statutory public holidays. Any installation requested by the Customer outside these business hours will be invoiced at an increased hourly rate, communicated to the Customer in advance.

Article A.5 – Cancellation and rescheduling of appointment

A.5.1. Any cancellation or rescheduling of the installation appointment by either party must be notified by telephone or by e-mail at least twenty-four (24) hours before the agreed time.

A.5.2. In the event of cancellation by the Customer less than twenty-four (24) hours before the appointment, the costs related to the technician's wasted travel will be invoiced to the Customer. The Customer guarantees that the technician will be able to access the Site on the agreed date and time.

A.5.3. In the event of cancellation by the Company less than twenty-four (24) hours before the appointment, the Company shall be liable for lump-sum compensation of seventy-five euros (€75.00) excluding VAT to the Customer, save in the event of force majeure. A new appointment will be proposed as soon as possible.

Article A.6 – Performance of the installation

A.6.1. The Company installs the Equipment in accordance with the rules of the trade, the applicable Belgian and European standards and the specifications of the quote. The Company reserves the right to call upon qualified subcontractors for the performance of all or part of the installation.

A.6.2. No element will be installed at a height of more than three (3) metres, save express agreement of the Customer and the Company.

A.6.3. The installation may require drilling, cabling and fixing works. The Customer expressly authorises the Company to carry out these works. The Customer is required to inform the Company of the presence of electrical lines, gas pipes, water pipes or any other element embedded in the walls, floors and ceilings concerned by the installation. The Company shall not be liable for damages resulting from inaccurate or missing information from the Customer in this regard.

A.6.4. The technician will proceed, in the presence of the Customer or his representative, with the commissioning of the system, the verification of the proper functioning of all components, and a demonstration of use. The Customer will receive the user instructions, access codes and required identifiers.

Article A.7 – Damage to the Customer's property during installation

A.7.1. Precautions

The technician takes the usual precautions to protect the Customer's property during the installation (protective sheets, floor protection, suction of drilling dust, etc.). The Customer is invited to report to the technician, before the start of the intervention, the presence of fragile surfaces, sensitive coverings or valuable items in the vicinity of the work areas.

A.7.2. Liability of the Company

The Company is liable for material damages caused to the Customer's property by a fault or negligence of its technician during the installation (breakage, abnormal soiling, damage, water damage resulting from drilling into a pipe, etc.). In this case, the Company undertakes, at its choice, to:

carry out the repair or replacement of the damaged property; or

compensate the Customer for the loss suffered, within the limits of the liability cap provided for in Article 18 of the General Terms and Conditions (amount covered by the Company's professional civil liability insurance).

A.7.3. Exclusions

The following do not constitute compensable damages:

wear marks, dust or light soiling inherent in drilling, fixing and cabling works, provided that the technician has taken the usual reasonable precautions;

the drilling and fixing holes necessary for the installation, the Customer having expressly authorised these works in accordance with Article A.6.3;

damages resulting from inaccurate or missing information from the Customer concerning the presence of electrical lines, gas pipes, water pipes or other embedded elements (Article A.6.3);

damages to the Customer's property resulting from a state of the Site not in compliance with the requirements of Article A.3;

damages pre-existing the installation.

A.7.4. Reporting of damages

The Customer must report any damage observed to the technician before his departure from the Site, so that the latter may record it on the intervention sheet. Failing this, the Customer has a period of forty-eight (48) hours following the installation to report the damage to the Company by e-mail, accompanied by photographs. After this period, the Company may not be held liable for the alleged damages, save hidden defect not discoverable within this period.

Article A.8 – Compliance with standards

A.8.1. The Company carries out its installations in accordance with the applicable European standards (EN 50131 for intrusion alarm systems, EN 54 for fire detection, EN 62676 for video surveillance) and Belgian legislation, in particular the Act of 2 October 2017 regulating private and special security. The Company does not, as of today, hold the INCERT certificate.

A.8.2. Particular requirements of the prescriber or insurer. Where the Customer is subject to specific requirements emanating from his insurer, a design office, an authority or any other prescriber (in particular: required risk level higher than the level resulting from the standard analysis, mandatory transmission to a certified alarm receiving centre, particular technical requirements on the components, specific mentions to be included on the declaration of conformity), he is required to inform the Company thereof in writing prior to the drawing up of the quote and to communicate to it all applicable requirements. Failing prior information, the Company designs the installation on the basis of the standard risk analysis provided for by standard T 015/2, and any additional work subsequently required to meet these requirements will be invoiced on the basis of an additional quote.

A.8.3. The smoke detectors installed by the Company comply with European standards. The Company does not carry out the analysis of the Customer's obligations in matters of fire safety. The choice of the location and number of detectors remains under the Customer's responsibility as regards compliance with the applicable regulations.

Article A.9 – Acceptance of the installation

A.9.1. Acceptance modalities

The acceptance of the installation is carried out according to one of the following modalities, as determined by the Particular Terms or, failing this, by the practice followed during the intervention:

the signing of an acceptance report (AR) on site, at the end of the installation, by the Customer or his representative and the Company's technician; or

the effective commissioning of the alarm system in the presence of the Customer or his representative, which constitutes acceptance; or

the electronic validation by the Customer (confirmation by e-mail or via the online customer area) within forty-eight (48) hours following the installation. Failing response from the Customer within this period, the installation is deemed accepted without reservation.

A.9.2. Period for reservations

The Customer has a period of seven (7) calendar days from the acceptance to notify the Company, by e-mail or in writing, of any reservation or defect observed concerning the installation. Reservations must be precise and reasoned.

The absence of reservations within this period constitutes the definitive acceptance of the installation and constitutes approval of all works carried out, the installation method and the proper functioning of the system.

Hidden defects, not discoverable upon acceptance or within the reservations period, remain covered by the warranty provided for in Articles 16 of the General Terms and Conditions and A.10 of this Module.

A.9.3. Handling of reservations

In the event of justified reservations, the Company undertakes to remedy them within fourteen (14) calendar days from the notification. If the reservations relate to minor defects not preventing the operation of the system, the acceptance is deemed obtained subject to the correction of those defects.

Article A.10 – Invoicing of the installation

A.10.1. After the acceptance of the installation, the Company will invoice the balance of the installation costs and the price of the Equipment to the Customer, less the deposit paid, on the basis of the quote and taking into account any modifications agreed during the installation.

A.10.2. Any additional work compared to the initial quote, accepted by the Customer during the installation, will be invoiced on the basis of an additional quote or, failing this, at the Company's prevailing hourly rates.

Article A.11 – Specific warranty on the installation

A.11.1. In addition to the warranties provided for in Article 17 of the General Terms and Conditions, the Company warrants the conformity of the installation with the specifications of the quote and with the standards referred to in Article A.8.

A.11.2. The warranty on the installation labour covers installation defects (incorrect positioning, defective cabling, incorrect configuration) for a period of:

two (2) years from acceptance for Consumers (statutory conformity warranty);

one (1) year from acceptance for Business Customers (contractual warranty).

A.11.3. The warranty on the Equipment is that of the manufacturer, the duration of which is specified in the quote, without prejudice to the statutory conformity warranty applicable to Consumers.

A.11.4. The warranty exclusions provided for in Article 17.3 of the General Terms and Conditions apply to this Module.

Article A.12 – After-sales service

A.12.1. In the event of a defect covered by the warranty, the Customer contacts the Company by e-mail or by telephone. The Company will endeavour to intervene within a reasonable period. Repairs or replacements under warranty are carried out free of charge for the Customer.

A.12.2. Interventions outside the warranty (defect attributable to the Customer, normal wear and tear, damage caused by third parties, force majeure) are invoiced to the Customer on the basis of the prevailing hourly rates, increased by the travel costs and the cost of the replacement parts.

A.12.3. The provisions of Article A.5 relating to the cancellation of appointments also apply to after-sales service interventions.

Article A.13 – Specific obligations of the Customer after installation

In addition to the obligations provided for in Article 13 of the General Terms and Conditions, the Customer undertakes, after the installation, to:

use the alarm system in accordance with the user instructions provided by the Company;

not modify, move or have the Equipment modified by third parties without the prior written agreement of the Company. Any unauthorised modification entails the forfeiture of the warranty;

immediately report to the Company any malfunction, theft, loss or damage of the Equipment;

communicate without delay to the Company any change in the environment of the Site (renovations, new fittings, domestic animals, etc.) liable to affect the operation of the system;

ensure the routine maintenance of the system (replacement of batteries on indication of the Company, cleaning of detectors and cameras according to the instructions provided).

Article A.14 – Transfer of ownership and risks

A.14.1. Ownership of the Equipment is transferred to the Customer at the time of full payment of the price (principal, interest and costs), in accordance with the retention-of-title clause provided for in Article 15 of the General Terms and Conditions.

A.14.2. The risks of loss, damage and destruction of the Equipment are transferred to the Customer from the acceptance of the installation, even if the full payment has not yet taken place.

This Module A supplements the General Terms and Conditions of Sale and Service. In the event of silence of this Module on a particular point, the General Terms and Conditions apply.

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Module B — Specific Conditions for the « Security as a Service » Service

MODULE B

SPECIFIC TERMS FOR THE

"SECURITY AS A SERVICE" SERVICE

Supplement to the General Terms and Conditions of Sale and Service
Version: V11.20260511

PREAMBLE

These Specific Terms for the "Security as a Service" Service (hereinafter "Module B") supplement the General Terms and Conditions of Sale and Service of the Company. They apply to the integrated security service agreement under which the Company makes available to the Customer electronic security Equipment and provides a complete set of associated services, in exchange for the payment of installation costs and a monthly fee.

The "Security as a Service" differs from the installation agreement (Module A) in that the Customer does not at any time become the owner of the Equipment. The Equipment remains the exclusive property of the Company for the entire duration of the Agreement and after its termination.

The technical installation conditions provided for in Articles A.1 to A.7 of Module A (technical visit and security survey, content of the quote, prior technical requirements, scheduling and installation periods, cancellation and rescheduling of appointment, performance of the installation, damage to the Customer's property during installation) apply by operation of law to the installation carried out under this Module B. The other provisions of Module A, in particular Articles A.10 (invoicing), A.11 (specific warranty on the installation), A.13 (post-installation obligations) and A.14 (transfer of ownership and risks), do not apply to this Module, the Equipment remaining the exclusive property of the Company in accordance with Article B.2. The retention-of-title clause provided for in Article 15 of the General Terms and Conditions is also without object under this Module.

In the event of contradiction between this Module B and the General Terms and Conditions or the provisions of Module A incorporated by reference, the provisions of Module B prevail for the matters which it governs. Where the Customer subscribes to the "Security as a Service", Modules C (Service & Assistance) and D (Remote alarm monitoring) do not apply, as these services are entirely covered by this Module.

Module A is available for consultation at any time on the Company's website and is provided to the Customer on a durable medium upon conclusion of this Agreement.

Article B.1 – Description of the Service

B.1.1. The "Security as a Service" is an integrated security service comprising the following services, included in the monthly fee:

- the making available of the electronic security Equipment defined in the quote (alarm panel, detectors, cameras, accessories and any system component);
- the preventive and corrective maintenance of the Equipment, without limitation in frequency or duration, including periodic inspections, software updates and remote monitoring;
- the remote alarm monitoring service (monitoring) 24 hours a day, 7 days a week, via a licensed Alarm Receiving Centre, including the reception and processing of alarm signals in accordance with the Response Plan;
- the integral warranty of the Equipment for the entire duration of the Agreement, without limitation in time, covering manufacturing defects, breakdowns and malfunctions under normal conditions of use;
- the replacement of all consumables (batteries, cells, sensors with limited lifespan) within the framework of normal wear and tear, at no additional cost to the Customer;
- remote technical assistance and access to a telephone helpline.

B.1.2. The initial installation and commissioning of the Equipment are not included in the monthly fee and are the subject of separate installation costs, invoiced in accordance with Article B.5. The installation conditions of Module A (Articles A.1 to A.7) apply by analogy to the installation carried out under this Module.

B.1.3. The detailed description of the Service and its functionalities is available on the Company's website and in the documentation provided to the Customer upon conclusion of the Agreement.

Article B.2 – Ownership of the Equipment

B.2.1. The Equipment made available to the Customer under the "Security as a Service" remains at all times the exclusive property of the Company. The Customer acquires no ownership right over the Equipment, regardless of the duration of the Agreement or the total amount of fees paid.

B.2.2. The Equipment may not be sold, transferred, sub-let, pledged, lent or transferred to a third party by the Customer, nor seized by the Customer's creditors. The Equipment may in no case be incorporated into the Customer's real property.

B.2.3. If the Customer is not the owner of the building in which the Equipment is installed, or if he ceases to be the owner during the term of the Agreement, he undertakes to notify the owner of the building that the Equipment does not belong to him and may not be included in the lessor's priority right.

B.2.4. The Company reserves the right to replace the Equipment (or certain of its components) with equivalent or superior hardware, at its discretion, in order to maintain the agreed service level.

B.2.5. Where a SIM card (Subscriber Identity Module) is placed in the Equipment for the purposes of back-up GSM communication, this SIM card remains at all times the exclusive property of the Company. It forms an integral part of the alarm panel. The Customer is not authorised to use this SIM card for other purposes nor to use the telephone number attached to it. In the event of termination of the Agreement, the SIM card must be imperatively returned to the Company together with the Equipment.

Article B.3 – Duration of the Agreement

B.3.1. The "Security as a Service" Agreement is concluded for an initial duration of twenty-four (24) months from the activation date of the Service (hereinafter the "Initial Period"). The activation date corresponds to the date of commissioning of the Equipment and connection to the Alarm Receiving Centre.

B.3.2. Upon expiry of the Initial Period, the Agreement is tacitly renewed for successive periods of one (1) year, save termination by either party in accordance with Article B.4.

Article B.4 – Termination

B.4.1. Ordinary termination

Either party may terminate the Agreement by registered letter or by e-mail with acknowledgement of receipt:

- Business Customers: at least three (3) months before the expiry of the Initial Period or of any renewal period;
- Consumers: at least two (2) months before the expiry of the Initial Period. After the first renewal, the Consumer may terminate the Agreement at any time with two (2) months' notice.

The Company shall remind the Consumer, in accordance with the Act of 25 October 2013, no earlier than three (3) months and no later than one (1) month before the termination deadline, of the possibility of not renewing the Agreement.

B.4.2. Early termination during the Initial Period

In the event of early termination by the Customer during the Initial Period of twenty-four (24) months, the Customer is liable for compensation equivalent to all monthly fees remaining due until the end of the Initial Period. This compensation is justified by the investments made by the Company for the making available of the Equipment, the cost of which is amortised over the duration of the Initial Period.

For Consumers, this compensation will, where applicable, be reduced by the residual value of the Equipment returned in good condition and may not exceed the reasonably foreseeable loss suffered by the Company, subject to the sovereign assessment of the competent courts.

B.4.3. Termination for fault

In addition to the grounds for termination for fault provided for in Article 26 of the General Terms and Conditions, the Company may terminate the Agreement by operation of law, by registered letter, with immediate effect, if:

- the Customer has revoked his SEPA direct debit mandate and has not put in place a new mandate within thirty (30) days in accordance with Article 8.3.2 of the General Terms and Conditions;
- the Alarm Receiving Centre receives five (5) or more false alarms within a period of six (6) consecutive months, due to the actions or negligence of the Customer;
- the Customer refuses access to the Site for a maintenance or replacement intervention on the Equipment, despite a formal notice of default which has remained without effect for fifteen (15) days;
- the Customer fails to return the Equipment within the periods provided for after the end of the Agreement.

B.4.4. Consequences of termination

Regardless of the cause of the termination, the Customer is required to:

- allow the Company or its auxiliaries to access the Site to uninstall and recover the Equipment;
- return the entirety of the Equipment, including the SIM card where applicable, within thirty (30) days from the effective date of the termination;
- remove and destroy the preventive stickers and plates bearing the Company's brand;
- settle all sums still owed under the Agreement.

The costs of uninstallation and recovery of the Equipment shall be borne by the Customer. If the Customer refuses to grant access to the Site or to return the Equipment, the Company reserves the right to invoice the Customer for the replacement value of the unreturned Equipment, without prejudice to its right to additional damages.

The Company is not required to restore the premises to their original state upon uninstallation.

After termination of the Agreement, the Customer no longer has access to the online services (customer area, mobile application) or to the Company's services.

In the event of termination of this Agreement with retention of the Equipment by the Customer (in particular in the case of a buy-back or transfer of ownership), a separate Service & Assistance Agreement shall be subscribed to in order to ensure subsequent maintenance of the installation.

Article B.5 – Financial terms

B.5.1. Installation costs

The installation costs (labour, travel, configuration) are invoiced separately from the monthly fee. They are payable upon signing of the Agreement or, if the Particular Terms so provide, spread over a period agreed between the parties. The provisions of Article 6.3 of the General Terms and Conditions relating to conditional discounts apply.

B.5.2. Monthly fee

The Customer is liable for a monthly fee the amount of which is defined in the Particular Terms. This fee covers all the services described in Article B.1.1. In accordance with Article 8.2.4 c) of the General Terms and Conditions, payment is made exclusively by direct debit (SEPA direct debit), in advance and according to the agreed periodicity.

B.5.3. VAT

The monthly fee is broken down, where applicable, between maintenance services (subject to the 6% VAT rate if the legal conditions are met) and other services (monitoring, communication, mobile application) subject to the 21% rate.

B.5.4. Indexation

The monthly fee is indexed annually in accordance with Article 11 of the General Terms and Conditions.

B.5.5. Services excluded from the fee

Not included in the monthly fee and subject to separate invoicing are:

- the initial installation costs referred to in Article B.5.1;
- repairs made necessary by non-compliant use, negligence, attempted burglary, vandalism or any other cause not attributable to the Company;
- extensions, displacements or modifications of the Equipment requested by the Customer;
- intervention costs resulting from repeated false alarms due to the negligence of the Customer;
- interventions outside business hours (Monday-Friday 8.30 a.m. – 6.00 p.m.) requested by the Customer, invoiced at the increased hourly rate;
- the costs of uninstallation and recovery of the Equipment at the end of the Agreement.

Article B.6 – Warranty and maintenance

B.6.1. Integral warranty

For the entire duration of the Agreement, the Equipment benefits from an integral warranty covering all manufacturing defects, breakdowns and malfunctions under normal conditions of use. This warranty is not limited in time and applies for as long as the Agreement is in force and the Customer complies with his obligations.

In the event of a defect covered by the warranty, the Company will proceed, at its expense and at its discretion, with the repair or replacement of the defective component within a reasonable period.

B.6.2. Warranty exclusions

Excluded from the warranty and giving rise to separate invoicing are:

- damages resulting from use non-compliant with the Company's instructions, unauthorised modifications or defective maintenance attributable to the Customer;
- damages caused by lightning, electrical overvoltage, floods, acts of vandalism, sabotage or attempted burglary;
- damages resulting from the intervention of a third party not authorised by the Company;
- damages resulting from non-compliant environmental conditions (prolonged power cut, absence of internet connection, absence of GSM network connection, etc.).

B.6.3. Consumables

The replacement of consumables (batteries, cells and any component with limited lifespan) is included in the monthly fee within the framework of normal wear and tear. Consumables will be sent to the Customer or replaced by a technician depending on the nature of the component. Where replacement can be carried out by the Customer, the latter shall proceed with the replacement himself on the basis of instructions (video or manual) provided by the Company.

B.6.4. Preventive maintenance

The Company performs at least one annual maintenance of the Equipment, in accordance with the legislation in force. This maintenance is carried out remotely, save where the physical intervention of a technician is required. The annual check includes in particular:

- the check of the arm and disarm functions of the system;
- the check of the entry and exit timings;
- the check of the proper functioning of all components;
- the check of the sabotage alarms;
- the check of the transmission of signals and signal strength;
- the necessary software updates.

Article B.7 – Remote alarm monitoring

B.7.1. The Equipment is connected 24 hours a day, 7 days a week, to the Alarm Receiving Centre (ARC) of the Company or its licensed partner, by means of the Customer's internet connection and/or the GSM network.

B.7.2. The ARC manages and processes the incoming alarm signals in accordance with the Response Plan established with the Customer. The Company undertakes to carry out verifications of the incoming alarm signals (telephone checks, technical verifications, where applicable video verification) before alerting the police services.

B.7.3. The Customer undertakes to keep up to date the information contained in the Response Plan (contact persons, instructions, telephone numbers). The Company shall not be liable for the ineffectiveness of the instructions given by the Customer or for the inability to reach the designated persons. Any costs related to the inaccuracy of the information in the Response Plan shall be borne by the Customer.

B.7.4. Telephone communications between the Customer (or his designated contacts) and the ARC may be recorded in accordance with Article 21.3 of the General Terms and Conditions.

Article B.8 – Storage of data, images and videos

B.8.1. Storage modalities

Where the Equipment includes cameras or devices for capturing images, sounds or videos, the recordings may be stored:

- locally, on the Equipment installed at the Customer's Site; and/or
- in a cloud storage system (hosted by a specialised third-party provider), where this option is provided for in the Particular Terms.

The applicable storage modality is defined in the Particular Terms of the Agreement.

B.8.2. Cloud storage

Where cloud storage is activated, the Customer is informed that:

- the cloud storage is made available by a specialised third-party provider whose identity is communicated to the Customer in the Particular Terms or on the Company's website;
- the use of cloud storage is subject to the general terms and conditions of the cloud provider, of which the Customer may take note on the website of the said provider;
- the cloud storage may involve an international transfer of data (images, videos, sounds), including to countries outside the European Economic Area, in accordance with the safeguards provided for by the GDPR (adequacy decisions, standard contractual clauses, etc.);
- the storage and retention of the data are limited and subject to capacity restrictions.

B.8.3. Retention period of the images

The Customer, in his capacity as data controller within the meaning of the GDPR, determines the retention period of the images and videos from the surveillance cameras via the online customer area or the mobile application, within the limits provided for by law. Save legal exception or retention justified by an actual incident, this period may not in principle exceed one (1) month.

In the event of a false alarm or absence of actual incident, the images are retained for the period set by the Customer, with a maximum of thirty (30) days.

In the event of an actual incident, the images may be retained for more than one (1) month only where they may contribute to proving an offence, damage or anti-social behaviour, or enable the identification of a perpetrator, witness, victim or any other person concerned by the facts. This extended retention is limited to the duration strictly necessary for that purpose or to the duration imposed by a competent authority.

The sharing of images with the police or emergency services takes place only under the conditions provided for by law, on instruction of the Customer, on request of a competent authority, or where such transmission is necessary for the immediate processing of a verified alarm in accordance with the Response Plan.

In the absence of configuration by the Customer, the default retention period is set at a maximum of thirty (30) days. Any extended retention linked to an actual incident must be documented and justified by the Customer in his capacity as data controller.

The Customer is informed that a short retention period may prevent the subsequent sharing of data with the authorities if they request it after the expiry of the retention period. It is for the Customer to request without delay the retention of useful images when an actual incident is observed.

B.8.4. Notification of incident

Upon the occurrence of an incident (alarm triggering), the Customer, in his capacity as data controller, communicates to the Company, within seven (7) days following the incident, whether it is an actual incident or a false alarm. This qualification enables the determination of whether extended retention is legally justified. Failing qualification within this period, the Company applies the default configured retention period or the one indicated in the Particular Terms, within the legal limits.

B.8.5. Deletion of data

The Customer may at any time request the Company to delete the images, videos and recordings from the cameras before the expiry of the chosen retention periods, save where their retention is necessary to comply with a legal obligation, a request of a competent authority, or to preserve evidence relating to an offence, damage or anti-social behaviour. The deletion may require a period of up to ten (10) working days, as the intervention of different technical services is necessary.

The Company may be required by law to deliver the recordings stored on its servers to the competent authorities (police, justice). In this case, the Company will inform the Customer to the extent permitted by law.

Article B.9 – False alarms

B.9.1. In the event of repeated false alarms due to the actions or negligence of the Customer (six (6) or more false alarms during a period of six (6) consecutive months), the Company reserves the right, after having informed the Customer, to suspend the transmission of alarm signals to the ARC until a technical intervention and/or a check of the Equipment has been carried out.

B.9.2. Intervention costs resulting from false alarms attributable to the Customer will be invoiced at the prevailing rate.

B.9.3. Repeated false alarms constitute grounds for termination for fault in accordance with Article B.4.3.

Article B.10 – Compensation in the event of breach by the Company

B.10.1. In the event of non-compliance by the Company with its essential obligations arising from this Module (in particular: prolonged interruption of the remote alarm monitoring service, lack of maintenance having resulted in a proven malfunction of the Equipment, non-replacement of a defective component within a reasonable period), which has not been remedied within fifteen (15) days following receipt of a written formal notice of default from the Customer, the latter shall be entitled to compensation of two per cent (2%) of the monthly fee per full week elapsing between receipt of the formal notice of default and the proper restoration of the Service.

B.10.2. This compensation shall not however be due:

- in the event of force majeure within the meaning of Article 28 of the General Terms and Conditions;
- if the breach is attributable to a fault of the Customer or non-compliance with his own obligations (in particular: lack of internet connection, refusal of access to the Site, non-payment);
- if the payment conditions have not been strictly complied with by the Customer;
- in the event of failure of telecommunications networks, the Internet or the GSM network not attributable to the Company.

B.10.3. The compensation referred to in this article constitutes a lump-sum and exclusive reparation for the loss suffered by the Customer as a result of the breach, without prejudice to the Customer's right to terminate the Agreement in accordance with Article 26.2 of the General Terms and Conditions if the breach persists.

Article B.11 – Specific obligations of the Customer

In addition to the obligations provided for in Article 13 of the General Terms and Conditions, the Customer undertakes to:

- take care of the Equipment as a reasonable and prudent person, it being recalled that it does not belong to him;
- not modify, move or alter the Equipment or its installation without the prior written agreement of the Company;
- immediately inform the Company in writing of any damage, seizure, loss or destruction of the Equipment within twenty-four (24) hours;
- insure the Equipment at his expense against all risks of loss, theft and damage for the entire duration of the Agreement. The Customer shall provide the Company with an insurance certificate upon simple request;
- ensure that his internet connection is available and functional at all times for the Alarm Service, and inform the Company immediately of any situation liable to affect the transmission (change of telecom provider, works, etc.);
- ensure that the communication means necessary for the actions provided for in the Response Plan are functioning;
- grant access to the Site to the Company's personnel for maintenance, replacement and check interventions for the entire duration of the Agreement;
- not connect the Equipment to another security company for the duration of the Agreement.

Article B.12 – Specific liability

B.12.1. The provisions of Article 18 of the General Terms and Conditions relating to the limitation of liability apply to this Module. It is recalled that security systems are preventive and dissuasive tools and do not guarantee the absence of intrusion, theft, fire or any other loss event.

B.12.2. The Company shall not be liable for failures of the telecommunications networks, the Internet or the GSM network, nor for the decisions taken by the police, fire brigade or security companies

intervening on alarm.

B.12.3. The Customer is responsible for the loss, theft or damage of the Equipment insofar as such result from his fault, negligence, non-compliant use, unauthorised intervention, or from the act of his auxiliaries, guests, subcontractors and any person for whom he is responsible or whom he has authorised to access the Site.

The Customer may not however be required to compensate the Company where the loss or damage results exclusively from:

- an inherent defect of the Equipment;
- a fault of the Company or its subcontractors;
- normal wear and tear covered by the warranty;
- or a case of force majeure within the meaning of the General Terms and Conditions.

In the event of a loss event, any compensation due by the Customer is limited to the reasonable replacement value of the Equipment concerned, taking into account its age and condition, save gross negligence or wilful misconduct of the Customer.

Article B.13 – Relocation

B.13.1. In the event of relocation, the Customer informs the Company at least two (2) months in advance in writing. The Customer remains liable for his contractual obligations.

B.13.2. If the Service can be continued at the new address, the Company will proceed with the transfer of the Equipment. The costs of uninstallation, transport and reinstallation shall be borne by the Customer, on the basis of a prior quote.

B.13.3. If the Service cannot be continued at the new address for objective reasons independent of the Customer, such as lack of coverage, a serious technical impossibility or the proven incompatibility of the Site with the Service, the Agreement is terminated on the date of the actual relocation.

For Consumers, this termination gives rise to a refund pro rata temporis of the fees already paid for the period subsequent to the effective date of the termination, in accordance with Article 8.2.3bis f) of the General Terms and Conditions. The compensation provided for in Article B.4.2 is not due. The recovery of the Equipment is organised by the Company at its expense.

For Business Customers, the general provisions on non-refund remain applicable, save written agreement to the contrary or application of another exception provided for in the General Terms and Conditions.

* * *

This Module B supplements the General Terms and Conditions of Sale and Service. In the event of silence of this Module on a particular point, the General Terms and Conditions apply. Where the Customer subscribes to the "Security as a Service", Modules C (Service & Assistance) and D (Remote alarm monitoring) do not apply.

Module C — Specific Conditions for Service & Assistance

MODULE C

SPECIFIC TERMS FOR THE

SERVICE & ASSISTANCE AGREEMENT

Supplement to the General Terms and Conditions of Sale and Service
Version: V11.20260511

PREAMBLE

These Specific Terms for the Service & Assistance Agreement (hereinafter "Module C") supplement the General Terms and Conditions of Sale and Service of the Company. They apply to the Service & Assistance Agreement subscribed by the Customer who has acquired his Equipment via Module A (Installation) and who wishes to benefit from continuous support covering preventive maintenance, technical assistance, priority handling of interventions and technical supervision of his installation.

The Service & Assistance Agreement enables the Customer to satisfy the statutory obligation of annual maintenance of his alarm system, while benefiting from a higher service level than that of Customers intervening on an ad-hoc basis.

This Module does not apply to Customers who have subscribed to the "Security as a Service" (Module B), the equivalent services being entirely covered by that Module. Nor does it apply, on its own, to remote alarm monitoring (24/7 monitoring via a licensed Alarm Receiving Centre), which is the subject of Module D to be subscribed separately.

In the event of contradiction between this Module C and the General Terms and Conditions, Module C prevails for the matters which it governs.

Article C.1 – Subject matter of the Service & Assistance Agreement

C.1.1. The Service & Assistance Agreement has as its subject matter the ensuring of the proper functioning of the Equipment installed by the Company by means of the services defined in Article C.2, according to a single service formula. It does not cover remote alarm monitoring (Module D) or the replacement of consumables, save subscription to the additional Omnium Warranty option (Article C.4).

C.1.2. The provisions of this Module relate solely to the Equipment installed by the Company or its approved subcontractor. The maintenance of any third-party system or component connected to the Equipment but not supplied by the Company is excluded and will be invoiced separately to the Customer, save take-over for management expressly agreed and validated by the Company's technical department.

Article C.2 – Included services

The Service & Assistance Agreement comprises, in exchange for payment of the fee provided for in Article C.7, all of the following services:

C.2.1. Annual preventive maintenance

Annual preventive maintenance is one of the services of the Service & Assistance Agreement, alongside 24/7 technical assistance (C.2.2), intervention priority (C.2.3), preferential rate on repairs (C.2.4), connectivity supervision (C.2.5), basic warranty (C.2.6) and remote access (C.2.7). It enables the Customer to satisfy the obligation of periodic maintenance of his alarm system.

a) Periodicity – starting from the second year of the Agreement. As the Equipment is new upon its commissioning and as such benefits from checks integrated into the acceptance procedure, no preventive maintenance visit is scheduled during the first twelve (12) months following the acceptance of the installation. The acceptance and commissioning checks constitute the initial check of proper functioning for the first annual period, without prejudice to the Customer's obligation to report any anomaly during this period. Annual preventive maintenance is carried out from the second year of the Agreement, at a minimum frequency of one (1) time per year, the first visit taking place at the earliest on the anniversary date of the acceptance. The parties expressly agree that this modality does not affect the substance of the Service & Assistance Agreement during the first year: all the other services referred to above (24/7 assistance, priority, preferential rate, supervision, warranty, remote access) are effective from the activation date of the Agreement and for its entire duration, justifying on their own the annual fee due in respect of the first year.

b) Performance modalities – remote maintenance or on-site intervention. Maintenance may be carried out remotely where this modality is technically possible and legally sufficient with regard to the type of installation concerned. Where a physical verification is required by the applicable regulations, the manufacturer's specifications, an applicable standard, the insurer or the Particular Terms, an on-site intervention will be organised. The Company determines, depending on the technical characteristics of the Equipment and the nature of the operations to be carried out, whether the maintenance can be performed by remote maintenance or requires an on-site intervention. If the Customer expressly wishes a technician to travel on-site whereas remote maintenance would be technically sufficient, this request may be accepted in exchange for an additional charge communicated in advance.

c) Scheduling of the appointment – initiative and mutual obligation. The Company takes the initiative to contact the Customer around the anniversary date of the Agreement to schedule the annual visit. Failing contact by the Company within a reasonable period after this date, it is for the Customer, who is deemed to know the periodicity of the maintenance, to request an appointment himself with the Company's customer service. The absence of initiative of the Customer in this case may not subsequently be invoked by him to reproach the Company with a failure to perform its maintenance obligations or to obtain any reduction of the fee.

d) Content of the check. The check carried out at each maintenance includes:

- the check of the proper functioning of the panel, keypads, detectors, sirens, GSM/IP transmitters and power supplies;
- communication and triggering tests;
- the check of the arm and disarm functions of the system, the entry and exit timings, as well as the sabotage alarms (tamper);
- the check of the transmission of alarm signals and the intensity of the radio signals;
- the software (firmware) updates necessary for the maintenance of performance;
- the issuance of a maintenance report or certificate provided to the Customer, and a technical opinion on the general state of the installation as well as the recommended improvements where applicable.

All additional services not referred to above are invoiced to the Customer.

C.2.2. 24/7 technical assistance

The Customer benefits from access to the Company's technical assistance 24 hours a day, 7 days a week, by telephone and by e-mail, for any question or technical incident affecting the Equipment (incorrect handling, low battery, loss of communication, fault signalled by the panel, etc.).

24/7 technical assistance has as its purpose remote diagnosis, user tele-assistance and qualification of the incident. It does not include the travel of a technician on-site, which, when necessary, is governed by Articles C.2.4 and C.5.

24/7 technical assistance does not constitute a remote alarm monitoring service within the meaning of the Act of 2 October 2017: it does not include the reception and processing of the alarm signals emitted by the Equipment, which fall exclusively under Module D (Remote alarm monitoring) when the latter is subscribed to.

C.2.3. Intervention priority

Customers holding a Service & Assistance Agreement (with or without Omnium Warranty) benefit from priority handling of their intervention requests over Customers who do not hold a current agreement. The Company will endeavour to intervene within a reasonable period, depending on the nature and severity of the malfunction. No quantified intervention time is guaranteed, save express stipulation to the contrary in the Particular Terms (individualised service level commitment).

C.2.4. Preferential rate on repairs

Where a corrective on-site intervention is necessary (repair, replacement of a component) outside the basic warranty period provided for in Article C.2.6, it is invoiced to the Customer at the preferential maintenance rate applicable to Customers under agreement, as defined in the Particular Terms or in the Company's prevailing pricing schedule. This preferential rate, relating to travel, labour and parts, is lower than the standard rate applicable to Customers who do not hold an agreement (Article C.3bis).

C.2.5. Connectivity supervision and periodic tests

Insofar as the technical characteristics of the Equipment allow, the Service & Assistance Agreement includes:

- supervision of the panel's IP and/or GSM connectivity;
- periodic tests of the transmission of signals to the Company's servers;
- remote verification of the state of batteries and power supply;
- minor programming updates;
- the sending to the Customer of notifications in the event of detected anomaly (prolonged loss of communication, low battery, power supply fault, etc.).

The corrective actions made necessary as a result of these anomalies fall, depending on their nature, either under the basic warranty (C.2.6), or under the preferential rate (C.2.4), or under the Omnium Warranty if subscribed to (C.4).

C.2.6. Basic warranty on components

In the absence of subscription to the Omnium Warranty option (Article C.4), the warranty on the components of the Equipment is limited to:

- two (2) years from the acceptance of the installation for Consumers, in accordance with the statutory conformity warranty;
- one (1) year from the acceptance of the installation for Business Customers (contractual warranty).

During this basic warranty period, corrective interventions relating to a defect not attributable to the Customer are entirely free of charge, including the travel of the technician, labour and the replacement of defective parts.

C.2.7. Remote access

The Company is authorised to access the Customer's Equipment remotely in accordance with Article 13 of the General Terms and Conditions, in order to carry out maintenance checks, diagnostics and software updates.

Article C.3 – Services excluded from the Service & Assistance Agreement

Not included in the Service & Assistance Agreement, save express provision to the contrary under the Omnium Warranty option referred to in Article C.4, and subject to separate invoicing, are:

- the replacement of consumables (batteries, cells, sensors or components with limited lifespan), save where it occurs within the framework of normal wear and tear and the Customer has subscribed to the Omnium Warranty option provided for in Article C.4;
- remote alarm monitoring and the processing of alarm signals by an Alarm Receiving Centre, which fall exclusively under Module D;
- repairs made necessary by non-compliant, negligent or erroneous use of the Equipment by the Customer;
- repairs resulting from an attempted burglary, acts of sabotage, vandalism or any other external cause not falling under the responsibility of the Company;
- damage caused by lightning, electrical overvoltage, mains voltage variations, floods or any other case of force majeure;
- damage resulting from the intervention of any person external to the Company on the Equipment;
- the maintenance of any third-party system or component connected to the Equipment but not supplied by the Company, save take-over for management expressly validated;
- modifications, extensions, displacements or additions of components requested by the Customer;
- physical interventions outside business hours requested by the Customer, invoiced at the increased hourly rate;
- modifications made necessary by a change of legislation or regulation.

This enumeration is illustrative and not exhaustive. Excluded services are invoiced at the preferential maintenance rate for Customers holding a Service & Assistance Agreement, and at the standard rate for Customers without an agreement (Article C.3bis).

Article C.3bis – One-off interventions for Customers without an agreement

C.3bis.1. Customers who do not hold a current Service & Assistance Agreement may request from the Company any one-off service, whether it concerns:

- a corrective intervention (repair, replacement of a component);
- a maintenance or periodic check visit of the system (in particular for the purpose of satisfying the statutory obligation of annual maintenance);
- any other technical service (configuration, update, user assistance).

C.3bis.2. These one-off services are invoiced at the Company's standard rate, which is higher than the preferential rate applicable to Customers holding a Service & Assistance Agreement. The standard rate includes the travel costs, labour and the cost of parts or consumables. It applies indistinctly to repairs and maintenance visits, access to the preferential rate being exclusively reserved for Customers under a current Service & Assistance Agreement.

C.3bis.3. A prior quote will be drawn up by the Company before any intervention, save in the event of urgency accepted by the Customer. In the event of urgency, the intervention will be invoiced on the basis of the prevailing standard hourly rates.

C.3bis.4. Customers without an agreement do not benefit from the intervention priority referred to in Article C.2.3, nor from the 24/7 technical assistance referred to in Article C.2.2. Requests are handled depending on the Company's availability, during business hours only.

C.3bis.5. The subsequent subscription of a Service & Assistance Agreement does not have retroactive effect: one-off services previously invoiced at the standard rate are not recalculated at the preferential rate, and the benefit of the Agreement applies only to services subsequent to its activation.

Article C.4 – Additional option: Omnium Warranty

C.4.1. The Customer may subscribe, in addition to his Service & Assistance Agreement, to the additional "Omnium Warranty" option. By derogation from Articles C.2.4 and C.2.6 and C.3, the Omnium Warranty covers, for the entire duration of the Agreement, without limitation in time as long as the Agreement is in force and the Customer complies with his obligations:

- all corrective on-site interventions (travel, labour) in the event of breakdown, malfunction or wear and tear of the Equipment, at no additional cost to the Customer;
- the repair or replacement of all components of the Equipment (parts), regardless of the age of the installation, provided that the defect is not attributable to the Customer;
- the replacement of all consumables (batteries, cells and any component with limited lifespan) within the framework of normal wear and tear.

C.4.2. The subscription to the Omnium Warranty option and its rate (fee supplement) are defined in the Particular Terms. This supplement is invoiced according to the same modalities and the same periodicity as the fee of the Service & Assistance Agreement.

C.4.3. The Omnium Warranty does not cover the damage, defects, interventions or services excluded under Article C.3, with the exception of the replacement of consumables within the framework of normal wear and tear, expressly covered by Article C.4.1. Excluded interventions remain invoiced at the preferential maintenance rate (non-compliant use, vandalism, lightning, force

majeure, intervention of unauthorised third parties, etc.).

C.4.4. In the event of a defect covered by the Omnium Warranty, the Company will proceed, at its expense and at its discretion, with the repair or replacement of the defective component within a reasonable period. The repairs will be carried out within fourteen (14) days, where applicable by approved subcontractors.

C.4.5. The Omnium Warranty option may not be subscribed to independently of the Service & Assistance Agreement. Its termination entails the return to the standard regime provided for in Articles C.2.4 and C.2.6.

C.4.6. The Omnium Warranty constitutes an additional commercial warranty. It neither limits nor replaces the statutory rights of the Consumer under the statutory conformity warranty.

Article C.5 – On-site interventions

C.5.1. Where a physical intervention of a technician is required (on-site maintenance, repair), the date and time of the intervention are agreed between the Company and the Customer. The intervention is carried out during the Company's business hours (Monday to Friday, from 8.30 a.m. to 6.00 p.m., excluding Belgian statutory public holidays), save stipulation to the contrary in the Particular Terms.

C.5.2. The provisions of Article A.5 of Module A relating to the cancellation and rescheduling of appointments apply by analogy to on-site interventions under this Module. In summary: twenty-four (24) hours' notice for any cancellation, travel costs to be borne by the Customer in the event of late cancellation on his part, and lump-sum compensation of seventy-five euros (€75.00) excluding VAT in the event of late cancellation by the Company.

C.5.3. The Customer guarantees that the technician will be able to access the Site on the agreed date and time. The time lost as a result of the inaccessibility of the Site and the related travel costs will be invoiced to the Customer at the prevailing rate.

Article C.5bis – Specific provisions for the maintenance of fire detection systems

This article applies where the Service & Assistance Agreement relates, in whole or in part, to an automatic fire detection, warning and alarm system installed by the Company, or taken over for full management by the Company after validation by its technical department. The provisions of this article supplement the general provisions of Module C and prevail in the event of contradiction.

C.5bis.1. Specific obligations of the Customer (operator)

In addition to the obligations provided for in Article C.8, the Customer (or the operator of the building) undertakes to:

- grant the Company's personnel free and complete access to the entire building and the equipment concerned, including the premises prohibited to the public and/or secured, by accompanying the technician or providing him with an access device (badge, master key, etc.). Any impossibility of access requiring a revisit will be invoiced at the prevailing rate;
- report to the technician, before the start of each intervention, any known malfunction of the system, both at structural and functional level;
- inform the Company of any structural modification of the building and any modification of activity which may give rise to a modification of the detection technology, of the strategy of fire warning and alarm as well as of evacuation;
- ensure that the installation plans, equipment lists and maintenance log are displayed near the fire panel or repeater(s), on a durable medium, in accordance with the regulations;
- keep the system in operating condition, take preventive measures against nuisance alarms, and schedule the periodic maintenance and checks (the Company will remind the Customer of the periodicity of the maintenance);
- keep the events register (logbook) up to date and record therein all events affecting or originating from the system;
- schedule the periodic checks by a body accredited by BELAC where the prevailing regulations so require;
- examine in good faith any modification proposal made by the Company where the latter is necessary for the compliance, safety or proper functioning of the system. In the event of refusal or absence of decision of the Customer, the Company may formulate reservations in its report, suspend the relevant services or terminate the Agreement in accordance with this Module.

C.5bis.2. Checks to be carried out by the Customer

The Customer (operator) is required to carry out regularly the following checks, the details of which are set out in the technical annex provided upon commissioning:

- daily checks: ensure each working day that no fault, alarm or out-of-service is signalled on the panel, undertake the necessary corrective actions as soon as possible, and record any event in the register;
- monthly checks: verification of the stock of consumables (paper, ink), test of lamps and buzzer on the panel and repeaters;
- quarterly checks: handling of the comments from the events register, test of at least one randomly chosen detector or manual call point, verification of the links with emergency services or the ARC, verification of emergency generators where applicable;
- annual checks: verification of a clear space greater than 0.5 m in all directions below each detector, verification of the accessibility and visibility of all manual call points.

C.5bis.3. Obligations of the Company

The Company undertakes, at each maintenance visit (annual or biannual according to the Particular Terms), to carry out the following services:

- verification of the events register (logbook) and handling of comments requiring action;
- visual verification of the entire work using the in-situ plans in order to ensure that the system's performance is not affected by modifications;
- verification and functional test of all electronic circuits of the panels, repeaters, interfaces and slave devices;
- verification, individual test and physical test of all detectors, manual call points, acoustic or optical signalling devices, and the tele-transmitter;
- verification of the power supply unit, auxiliary sources and the adequacy of the battery capacity;
- verification of the system clock and the summer/winter time changeover;
- verification of the software version and the panel's programming;
- all operations required according to the manufacturer's recommendations;
- drawing up a maintenance report attesting to the proper functioning of the system and provision of a maintenance certificate with any comments.

The Company reserves the right, at the end of each visit and at any time, to formulate advice to the Customer in order to ensure the optimal functioning of the installation.

C.5bis.4. Standard exchange of detectors

Where the automatic fire detection installation is subject to compliance with the NBN S 21-100-1 standard in its version applicable on the date of installation or take-over of the system, or any standard which would succeed it, the standard exchange of point smoke detectors is carried out according to the periodicity prescribed by the applicable standard and, in any event, in accordance with the manufacturer's specifications.

Even where no standard strictly applies to the installation concerned, the Company is required to comply with the technical specifications of the manufacturer as well as, where applicable, with the particular requirements imposed by the Customer's insurer or by any regulations applicable to the Site. The practical modalities of this standard exchange (annual volume, pricing, schedule) are defined in the Particular Terms.

C.5bis.5. Applicable regulations

The Company informs itself with the Customer, at the time of the design or take-over of the system, of the applicable regulations (federal, regional, provincial, municipal or police orders) imposing compliance with a fire detection standard, as well as of any requirements of the Customer's insurer. In accordance with the Royal Decree of 28 April 2017 on fire prevention in workplaces, the Customer (employer or operator) remains responsible for the control and maintenance of fire protection means according to the manufacturer's instructions and by a competent person or body. The Customer is required to provide the Company with any useful information in this regard.

C.5bis.6. Intervention in the event of malfunction

In the event of a malfunction of the fire detection system, the Company intervenes as soon as possible at the Customer's request to restore the system to good operating condition, either partially if the repairs are of significant size or if the necessary hardware is temporarily unavailable, or fully and immediately if such operation proves possible.

C.5bis.7. Information obligation in the event of modification

Upon becoming aware of structural modifications of the work or modifications in the use of the system, the Company is obliged to inform the Customer of the necessary adaptations (adaptation of the user procedures, refurbishment or compliance restoration). In the event of a major modification (replacement of the panel, change of technology, works modifying more than 300 m²), a new fire risk analysis is necessary before drawing up a quote.

C.5bis.8. Specific termination

In addition to the grounds for termination provided for in Article C.11, the Company may terminate the Service & Assistance Agreement relating to a fire detection system, by operation of law and with one (1) month's notice by registered letter, without prior formal notice of default, when it appears that modifications have been made to the fire detection system without the prior agreement of the Company.

Article C.6 – Duration of the Agreement

C.6.1. The Service & Assistance Agreement is concluded for an initial duration of one (1) year from its activation date.

C.6.2. Upon expiry of the initial duration, the Agreement is tacitly renewed for successive periods of one (1) year, save termination by either party:

- Business Customers: by registered letter or e-mail with acknowledgement of receipt sent at least three (3) months before the expiry of the current period;
- Consumers: by registered letter or e-mail with acknowledgement of receipt sent at least two (2) months before the expiry of the initial period. After the first renewal, the Consumer may terminate the Agreement at any time with two (2) months' notice, in accordance with the Act of 25 October 2013.

C.6.3. The Company shall remind the Consumer, no earlier than three (3) months and no later than one (1) month before the termination deadline, of the possibility of not renewing the Agreement.

Article C.7 – Financial terms

C.7.1. Fee and methods of payment

The fee of the Service & Assistance Agreement, as well as any supplement under the Omnium Warranty option, is invoiced in advance according to one of the following two methods of payment, at the Customer's choice expressed upon subscription:

- annual payment: the fee is invoiced in a single instalment, in advance, for the upcoming twelve (12)-month period, on the anniversary date of the Agreement;
- monthly payment: the annual fee is divided into twelve (12) equal monthly instalments, invoiced and debited in advance at the beginning of each month. The total amount paid over twelve months is strictly equivalent to the annual fee, without any increase.

The choice of the method of payment is expressed in the Particular Terms upon subscription. It may be modified on each anniversary date of the Agreement, subject to thirty (30) days' written notice to the Company. No modification of the method of payment is permitted during a current period.

C.7.2. Mandatory SEPA direct debit

Regardless of the method of payment chosen (annual or monthly), payment of the fee is made mandatorily by direct debit (SEPA direct debit), in accordance with Article 8.2 of the General Terms and Conditions. The signing of a valid SEPA direct debit mandate and its activation according to the applicable type of mandate constitute a prerequisite for the activation of the Agreement. No Service & Assistance Agreement will be activated as long as the mandate has not been validly signed by the Customer and made operational according to the rules applicable to the relevant SEPA mandate.

C.7.3. Rejection or revocation of the direct debit – acceleration of maturity

C.7.3.1. In the event of rejection of the debit by the Customer's bank or revocation of the direct debit mandate, the provisions of Article 8.3 of the General Terms and Conditions apply, including the administrative handling fees of fifteen euros (€15.00) excluding VAT invoiced per incident. For Consumers, the fees, interest and compensation will only be due within the limits and under the imperative conditions provided for by the Code of Economic Law, in particular after the sending of a first free reminder where required.

C.7.3.2. In the case of monthly payment, and by derogation from Article 8.3.2 of the General Terms and Conditions, the second consecutive rejection or payment incident occurring in the same current contractual period entails acceleration of maturity: all monthly instalments remaining due until the end of the current period become immediately payable by bank transfer within a period of eight (8) days. Failing regularisation within this period, the Company is entitled to terminate the Agreement for fault in accordance with Article C.11, without prejudice to its right to additional damages. For Consumers, this acceleration of maturity applies without prejudice to the imperative rights from which they benefit in matters of termination after tacit renewal and amicable debt recovery.

C.7.4. Acquisition of fees and non-refund

Amounts invoiced in advance are acquired by the Company upon their invoicing. In the event of termination during a current period, the provisions of Article 8.2.3 of the General Terms and Conditions relating to non-refund apply, subject to the derogation provided for in Article 8.2.3bis in the event of proven and exclusive fault of the Company. In the case of monthly payment, the current monthly instalment is non-refundable, but the obligation to pay future monthly instalments ceases on the effective date of termination where the latter occurs at the end of a contractual period in accordance with Article C.6, or in the event of proven fault of the Company. For Consumers who have paid annually, in the event of termination after the first tacit renewal in accordance with Article C.6.2, the Company will refund pro rata the portion of the annual fee corresponding to the period subsequent to the expiry of the notice period, less amounts already due and services already performed.

C.7.5. Annual indexation

The fee is indexed annually in accordance with Article 11 of the General Terms and Conditions. The indexation applies on the anniversary date of the Agreement, and is reflected on the annual invoice or on the monthly instalments of the new period, depending on the method of payment chosen.

C.7.6. Out-of-agreement interventions

Out-of-agreement interventions (excluded services referred to in Article C.3) are invoiced on the basis of a prior quote or, failing that, at the Company's prevailing hourly rates, increased by travel costs and the cost of replacement parts.

Article C.8 – Specific obligations of the Customer

In addition to the obligations provided for in Article 13 of the General Terms and Conditions, the Customer undertakes, under the Service & Assistance Agreement, to:

- immediately inform the Company of any malfunction, breakdown or irregularity observed in the operation of the Equipment and to request the Company's intervention whenever it is necessary;
- grant access to the Site to the Company's personnel for the interventions on the agreed dates and times;

- not modify, repair or have the Equipment repaired by third parties without the prior written agreement of the Company. Any unauthorised intervention entails the forfeiture of the benefit of the Service & Assistance Agreement and, where applicable, of the Omnium Warranty;
- inform the Company of any change affecting the environment of the Site liable to impact the operation of the Equipment (renovations, change of telecom provider, domestic animals, etc.);
- carry out himself, on indication of the Company, the replacement of simple consumables (batteries, cells) on the basis of instructions (video or manual) provided by the Company, save subscription to the Omnium Warranty option;
- ensure that his internet connection and electrical power supply are functional to enable remote maintenance and remote supervision;
- maintain the SEPA direct debit mandate active for the entire duration of the Agreement and ensure that the designated bank account has sufficient funds on each debit date.

Article C.9 – Suspension of the Agreement

C.9.1. The Company reserves the right to suspend the services of the Service & Assistance Agreement in the event of non-payment by the Customer, in accordance with Article 9.3.3 of the General Terms and Conditions.

C.9.2. In the event of battery faults, repeated false alarms or false messages resulting from a defect not corrected by the Customer, and where the Customer does not allow the Company to intervene to remedy it, the Company reserves the right to suspend the technical supervision, anomaly notifications or assistance services related to such defects until a technical intervention has been carried out.

C.9.3. The suspension of the Agreement does not release the Customer from his payment obligations. In the case of monthly payment, the monthly instalments continue to be debited during the suspension, save termination in accordance with the applicable provisions.

Article C.10 – Liability

C.10.1. The provisions of Article 18 of the General Terms and Conditions relating to the limitation of liability apply to this Module. A breakdown of the Equipment does not give rise to a reduction of the fee of the Service & Assistance Agreement.

C.10.2. The 24/7 technical assistance referred to in Article C.2.2 constitutes a best-efforts obligation. The Company undertakes to make available a system for the reception and processing of technical calls, but does not guarantee a specific resolution time or any particular result. The Company is not liable for the consequences of a malfunction of the Equipment which has not been reported to it by the Customer within a reasonable period.

C.10.3. In the event of non-compliance by the Company with its essential obligations arising from this Module not remedied within fifteen (15) days following receipt of a written formal notice of default from the Customer, the latter shall be entitled to compensation of two per cent (2%) of the annual fee per full week of delay. This compensation is not due in the event of force majeure, if the breach is attributable to a fault of the Customer or non-compliance with his own obligations, if the payment conditions have not been complied with by the Customer, or in the event of failure of telecommunications networks, the Internet, the GSM network or any third-party service not attributable to the Company.

Article C.11 – Termination for fault

In addition to the grounds for termination provided for in Article 26 of the General Terms and Conditions, the Service & Assistance Agreement may be terminated by operation of law by the Company, by registered letter, if:

- the Customer repeatedly refuses access to the Site for maintenance interventions, despite a formal notice of default which has remained without effect for fifteen (15) days;
- the Customer has unauthorised third parties intervene on the Equipment, compromising its functioning;
- the Customer fails to meet his payment obligations in accordance with Article 9 of the General Terms and Conditions, or undergoes two (2) consecutive direct debit rejections or incidents in monthly payment mode without regularisation within the periods set out in Article C.7.3.2;
- the Customer has revoked his SEPA direct debit mandate and has not put in place a new mandate within thirty (30) days in accordance with Article 8.3.2 of the General Terms and Conditions.

This Module C supplements the General Terms and Conditions of Sale and Service. In the event of silence of this Module on a particular point, the General Terms and Conditions apply.

Module D — Specific Conditions for Remote Monitoring

MODULE D

SPECIFIC TERMS

FOR REMOTE ALARM MONITORING

Supplement to the General Terms and Conditions of Sale and Service
Version: V11.20260511

PREAMBLE

These Specific Terms for Remote Alarm Monitoring (hereinafter "Module D") supplement the General Terms and Conditions of Sale and Service of the Company. They apply to the remote alarm monitoring agreement subscribed by the Customer who has acquired his Equipment via Module A (Installation) and who wishes to benefit from a monitoring service for his alarm system.

This Module does not apply to Customers who have subscribed to the "Security as a Service" (Module B), remote alarm monitoring being entirely covered by that Module.

The remote alarm monitoring service may be provided directly by the Company (which subcontracts monitoring to a licensed Alarm Receiving Centre) or by a third-party remote-alarm-monitoring provider with which the Customer contracts directly, the Company then acting as technical intermediary. The applicable performance method is defined in the Particular Terms. The Company reserves the right to unilaterally change the remote-alarm-monitoring service provider, without prior notice or justification, provided that the service level provided offers an equivalent service quality.

In the event of contradiction between this Module D and the General Terms and Conditions, Module D prevails for the matters which it governs.

Article D.1 – Description of the remote alarm monitoring service

D.1.1. The remote alarm monitoring service comprises the following services:

- the reception, 24 hours a day and 7 days a week, of alarm and fault signals emitted by the Equipment installed at the Customer's premises, via the Customer's internet connection and/or the GSM network;
- the verification of the alarm signals received (alarm verification) by the means available to the remote-alarm-monitoring provider, at a minimum by telephone check with the Customer or his designated contacts, and where applicable by video verification when the Equipment allows;
- the processing of verified alarms in accordance with the Response Plan established with the Customer, including the alerting of designated contact persons, police services, fire brigade and/or any other service indicated by the Customer;
- the presence, within the Alarm Receiving Centre (ARC), of qualified personnel in sufficient numbers, ready to execute the instructions of the Response Plan.

D.1.2. The remote alarm monitoring service only enters into force after activation of the communication of signals between the Equipment and the ARC. During any test period, calls to law-enforcement and emergency services shall not be made.

D.1.3. The Company undertakes to carry out verifications of incoming alarm signals before alerting the police services, in accordance with the practices and standards of the sector and the legislation in force.

Article D.2 – Response Plan

D.2.1. Upon conclusion of the Agreement, the Customer draws up with the Company a Response Plan setting out:

- the list of contact persons designated by the Customer, with their complete contact details (telephone, e-mail), ranked in order of priority;
- the instructions to be followed by the ARC upon receipt of an alarm signal (persons to be contacted, authorities to be alerted, emergency services, etc.);
- any security codes and passwords enabling the Customer or his contacts to be identified.

D.2.2. The Response Plan is fixed at the date of signing of the Agreement. Any subsequent modification of the Response Plan (addition or removal of contact persons, modification of instructions, change of contact details) must be notified by the Customer to the Company in writing (e-mail or post). The Company will communicate the modifications to the ARC within a maximum period of one (1) working day following receipt thereof.

D.2.3. The Customer is solely responsible for the accuracy and currentness of the information contained in the Response Plan. The Company and the ARC may not be held liable for the ineffectiveness of the instructions given by the Customer, the inability to reach the designated persons, or the measures taken by the persons or authorities mentioned in the Response Plan. Any costs related to the inaccuracy of the information in the Response Plan shall be borne by the Customer.

D.2.4. The Customer provides personal data of third parties for the purposes of the Response Plan. In his capacity as data controller, the Customer undertakes to inform such third parties in advance of the purposes of the processing, of the fact that the Company and the ARC will contact them in the event of an alarm, and of the possibility of exercising their rights in accordance with the Company's privacy policy.

Article D.3 – Services not covered by the fee

Not included in the remote-alarm-monitoring fee are:

- the disconnection or reconnection of the transmitter in the event of interruption or suspension of the service, which will be invoiced at the prevailing rate;
- the costs of connection and use of the Customer's internet and/or telephone connection;
- the costs of intervention of third parties (security agent, security service, patrol) dispatched on-site in the event of an alarm, where applicable, which will be the subject of a separate agreement;
- the costs resulting from false alarms attributable to the Customer (Article D.6).

Article D.4 – Recording of communications

D.4.1. The Customer is informed that telephone communications between the Customer (or his contacts designated in the Response Plan) and the ARC are liable to be recorded during the performance of the remote alarm monitoring mission. These recordings are made for the purposes of:

- evidence of the instructions given and the exchanges during the processing of an alarm;
- training and improvement of the quality of the service;
- compliance with legal and regulatory obligations.

D.4.2. These recordings are retained for a period in accordance with the Company's and/or the ARC's privacy policy, and may be communicated to the competent authorities upon legal request.

D.4.3. The Customer undertakes to inform the persons designated in the Response Plan of the existence of these recordings, in accordance with Article 21.3 of the General Terms and Conditions.

Article D.5 – Specific obligations of the Customer

In addition to the obligations provided for in Article 13 of the General Terms and Conditions, the Customer undertakes, under the remote alarm monitoring agreement, to:

- use the alarm system in accordance with the Company's instructions, in particular the arming and disarming procedures, in order to reduce false alarms;
- ensure that his internet connection and/or GSM line are functional at all times to enable the transmission of alarm signals to the ARC;
- inform the Company immediately and in writing of any situation liable to affect the transmission (change of telecom provider, works, prolonged outage, etc.);
- ensure that the means of communication designated in the Response Plan (telephones of the contact persons) are functional and accessible at all times;
- not use the SIM card potentially made available for the transmission of signals for purposes other than those provided for in the Agreement;
- bear any costs resulting from the intervention of the persons, authorities or services designated in the Response Plan in the event

of an alarm;

• immediately notify the Company of any change in the information of the Response Plan, in writing, in accordance with Article D.2.2.

Article D.6 – False alarms

D.6.1. In the event of repeated false alarms due to the actions or negligence of the Customer (five (5) or more false alarms during a period of six (6) consecutive months), the Company reserves the right, after having informed the Customer, not to transmit the alarm signals to the ARC and/or not to alert the police services, until a technical intervention and/or a check of the Equipment has been carried out.

D.6.2. Costs resulting from actions or omissions of the Customer which have generated false alarms will be invoiced to the Customer at the prevailing rate, including any fines imposed by the authorities on the Company or the ARC.

D.6.3. Repeated false alarms constitute grounds for termination for fault in accordance with Article D.9.

Article D.7 – Duration of the remote alarm monitoring agreement

D.7.1. The remote alarm monitoring agreement is concluded for an initial duration of one (1) year from the activation date of the remote alarm monitoring service (connection of the Equipment to the ARC).

D.7.2. Upon expiry of the initial duration, the agreement is tacitly renewed for successive periods of one (1) year, save termination by either party:

• Business Customers: by registered letter or e-mail with acknowledgement of receipt sent at least three (3) months before the expiry of the current period;

• Consumers: by registered letter or e-mail with acknowledgement of receipt sent at least two (2) months before the expiry of the initial period. After the first renewal, the Consumer may terminate the agreement at any time with two (2) months' notice, in accordance with the Act of 25 October 2013.

D.7.3. The Company shall remind the Consumer, no earlier than three (3) months and no later than one (1) month before the termination deadline, of the possibility of not renewing the agreement.

Article D.8 – Financial terms

D.8.1. The remote-alarm-monitoring fee is invoiced in advance for periods of twelve (12) months, in accordance with Article 8.2 of the General Terms and Conditions. The first invoice is issued on the activation date of the service and covers the upcoming annual period.

D.8.2. Payment of the fee is made, at the Customer's choice, by direct debit (SEPA direct debit) in accordance with Article 8.2.4 a) of the General Terms and Conditions, or by bank transfer in accordance with Article 8.2.4 b) of the General Terms and Conditions.

D.8.3. Amounts invoiced in advance are acquired by the Company upon their invoicing. In the event of termination during a current period, the provisions of Article 8.2.3 of the General Terms and Conditions relating to non-refund apply, subject to the exceptions provided for in Article 8.2.3bis.

D.8.4. The fee is indexed annually in accordance with Article 11 of the General Terms and Conditions.

D.8.5. The remote alarm monitoring service is only activated after receipt of the payment of the first fee. Remote alarm monitoring services will be suspended in accordance with Article 9.3.3 of the General Terms and Conditions, after sending a formal notice of default which has remained without effect for fifteen (15) days. The taking out of service or non-functioning of the internet connection or the alarm system causing an interruption of the transmission of signals may in no event give rise to a dispute of the invoices or to compensation or refund.

Article D.9 – Termination for fault

In addition to the grounds for termination provided for in Article 26 of the General Terms and Conditions, the remote alarm monitoring agreement may be terminated by operation of law by the Company, by registered letter, if:

• the ARC receives five (5) or more false alarms within a period of six (6) consecutive months due to the actions or negligence of the Customer, and the Customer does not allow the Company to intervene to remedy it;

• the Customer fails to meet his payment obligations in accordance with Article 9 of the General Terms and Conditions;

• the Customer does not keep the information of the Response Plan up to date despite a formal notice of default which has remained without effect for fifteen (15) days.

Article D.10 – Liability and limitations

D.10.1. Best-efforts obligation

The remote alarm monitoring service constitutes a best-efforts obligation and not an obligation of result. The Company and the ARC are neither insurers nor guarantors of the Customer's safety. The implementation of the remote alarm monitoring service does not make it possible to eliminate events such as theft, intrusion or fire.

D.10.2. Specific exonerations

The Company and the ARC may not be held liable for:

• failures of the transmission system, the hardware installed at the Customer's premises, internet, telephone or GSM links, or any other direct or indirect cause preventing the reception of alarm signals by the ARC;

• the ineffectiveness of the instructions of the Response Plan or the measures taken by the persons, authorities or services contacted;

• the response times of police, emergency or security services;

• decisions taken by the authorities or response services once alerted;

• any damage resulting from a prolonged power cut, a failure of the Customer's internet connection, or any other cause external to the Company and the ARC.

D.10.3. Notification of loss event

The Company and the ARC may only be held liable for a loss event if the Customer notifies them thereof as soon as possible and, save legitimate impossibility, within twenty-four (24) hours of its occurrence, and proves the causal link between the fault of the Company/ARC and the damage suffered.

D.10.4. Liability cap

The liability of the Company and the ARC is limited in accordance with Article 18 of the General Terms and Conditions (amount covered by professional civil liability insurance). The liability is limited to direct and foreseeable damages, to the exclusion of any indirect damage, loss of profits or loss of earnings.

Article D.11 – Compensation in the event of breach by the Company

D.11.1. In the event of non-compliance by the Company or the ARC with their essential obligations arising from this Module (in particular: prolonged and unjustified interruption of the remote alarm monitoring service), which has not been remedied within eight (8) days following receipt of a written formal notice of default from the Customer, the latter shall be entitled to compensation of two per cent (2%) of the annual fee per full week elapsing between receipt of the formal notice of default and the proper restoration of the service.

D.11.2. This compensation shall not be due in the event of force majeure, or if the payment conditions have not been complied with by the Customer, or if the breach is attributable to a fault of the Customer, or in the event of failure of telecommunications networks not attributable to the Company.

D.11.3. This compensation constitutes a lump-sum and exclusive reparation, without prejudice to the Customer's right to terminate the Agreement if the breach persists.

Article D.12 – Case of direct agreement with the ARC

D.12.1. Where the Particular Terms provide that the remote alarm monitoring agreement is concluded directly between the Customer and the ARC, the Company acts exclusively as installer and technical integrator. In this case:

• a separate agreement is concluded directly between the Customer and the ARC, governing the specific conditions of the remote alarm monitoring service;

• the Company bears no operational liability for the processing of alarms, response times, or decisions taken by the ARC;

• the Company remains responsible for the proper technical connection of the Equipment to the ARC.

D.12.2. In this configuration, Articles D.1 to D.11 apply to the extent that they are not in contradiction with the agreement concluded between the Customer and the ARC. The ARC's terms prevail for the matters falling under its operational liability.

Article D.13 – Cessation of activity and relocation

D.13.1. In the event of relocation of the Customer, the provisions of Article 27 of the General Terms and Conditions apply. The remote alarm monitoring service may be transferred to the new address, subject to technical compatibility and provided the Response Plan is updated.

D.13.2. In the event of cessation of activity of the Customer (for Business Customers), the remote alarm monitoring agreement may be terminated in good faith, subject to written notification and a notice of two (2) months. Fees already invoiced for the current period are non-refundable.

* * *

This Module D supplements the General Terms and Conditions of Sale and Service. In the event of silence of this Module on a particular point, the General Terms and Conditions apply.

Module E — Specific Conditions for Temporary Site Security (VigiSite)

PREAMBLE

These Specific Terms for Temporary Site Security (hereinafter "Module E") supplement the General Terms and Conditions of Sale and Service of the Company. They apply to the rental Agreement of autonomous security systems designed for the temporary protection of construction sites, renovation works, infrastructure projects or events, marketed under the "VigiSite" brand.

The VigiSite service is a pure rental service: the Equipment made available (hereinafter the "VigiSite Equipment") remains at all times the exclusive property of the Company. The Customer acquires no ownership right, regardless of the duration of the Agreement or the total amount of rent paid.

Construction sites constitute environments with specific risks (open, transitional sites, hosting valuable equipment, accessible to numerous stakeholders). This Module takes into account these specificities in matters of risk allocation, obligations of the Customer and liability.

In the event of contradiction between this Module E and the General Terms and Conditions, Module E prevails for the matters which it governs.

Article E.1 – Description of the VigiSite service

E.1.1. The VigiSite service comprises the temporary making available of an autonomous security system specially designed for site environments, comprising, depending on the configuration defined in the Particular Terms:

an autonomous alarm panel with integrated 4G/LTE communication;

one or more outdoor motion detectors with automatic photo capture;

one or more outdoor sirens with dissuasive effect (audible and/or visual);

a protective enclosure (polyester, IP66 or equivalent) resistant to site conditions;

autonomous power supply by long-life batteries (no external electrical supply required);

access to the mobile application for the management of the system, the reception of alerts and the consultation of detection photographs.

E.1.2. Remote alarm monitoring (24/7 monitoring by a licensed Alarm Receiving Centre) does not form part of the base VigiSite service. If the Customer wishes to benefit from remote alarm monitoring, the provisions of Module D shall apply in addition to this Module.

E.1.3. The detailed description of the configuration of the VigiSite Equipment is defined in the Particular Terms (quote). The Company may provide Equipment slightly different from the description, provided that its performance characteristics are equivalent or superior.

Article E.2 – Ownership of the Equipment

E.2.1. The VigiSite Equipment remains at all times the exclusive property of the Company. The Customer acquires no ownership right over the Equipment.

E.2.2. The Equipment may not be sold, transferred, sub-let, pledged, lent or transferred to a third party by the Customer, nor seized by the Customer's creditors. In the event of seizure or exercise of a right of retention by a third party over the Equipment, the Customer shall inform the Company in writing within twenty-four (24) hours and indicate the location of the Equipment concerned. The Customer shall also immediately inform the seizing party or the third party of the Company's ownership rights.

E.2.3. The Company reserves the right to replace the Equipment (or certain of its components) with equivalent or superior hardware at its discretion.

E.2.4. The provisions of Article 16 of the General Terms and Conditions relating to the SIM card also apply.

Article E.3 – Duration of the rental Agreement

E.3.1. Fixed term

The VigiSite rental Agreement is concluded for a fixed term aligned on the estimated duration of the Customer's site or project, as defined in the Particular Terms. The Agreement may in principle not be terminated early by the Customer during this period, save in the cases provided for in Articles E.4 and E.10.

E.3.2. Minimum duration

The minimum rental duration is three (3) months from the date of commissioning of the Equipment. Any rental of shorter duration will be invoiced on the basis of this minimum duration.

E.3.3. Extension and termination during the extension

If, upon expiry of the fixed term, the Customer has not notified in writing (e-mail or registered letter) the end of the Agreement at least fifteen (15) days before the expiry date, the Agreement is converted into an open-ended Agreement.

During this open-ended extension period, the rent is invoiced per indivisible month according to the agreed monthly periodicity.

This open-ended Agreement may be terminated at any time by either party subject to one (1) calendar month's written notice, commencing on the first day of the month following the notification. The month during which the notice ends is due in full by the Customer, regardless of the effective date of cessation of the Agreement within that month.

For Consumers, any compensation due under this article may not exceed the reasonably foreseeable loss suffered by the Company, subject to the sovereign assessment of the competent courts.

E.3.4. Early end of the site

If the site ends before the planned expiry date of the Agreement, the Customer remains liable for the rent for the remaining duration, save written agreement to the contrary of the Company. The Customer informs the Company at least fifteen (15) days in advance of the early end of the site in order to enable the recovery of the Equipment.

Article E.4 – Termination

E.4.1. Early termination by the Customer

In the event of early termination by the Customer during the fixed term, the Customer is liable for compensation equivalent to all rent remaining due until the end of the agreed period, with a minimum of one thousand euros (€1,000.00) excluding VAT. This compensation is justified by the investments made by the Company in terms of making available, installation and logistics. For Consumers, this compensation may not exceed the reasonably foreseeable loss suffered by the Company, subject to the sovereign assessment of the competent courts.

E.4.2. Termination for fault

In addition to the grounds provided for in Article 26 of the General Terms and Conditions, the Company may terminate the Agreement by operation of law, by registered letter, if:

the Customer fails to meet his payment obligations despite a formal notice of default which has remained without effect for fifteen (15) days;

the Customer moves, dismantles or modifies the Equipment without the prior written agreement of the Company;

the Customer sub-lets the Equipment or makes it available to third parties without authorisation;

the Customer refuses access to the Site for the maintenance, replacement or recovery of the Equipment.

E.4.3. Termination by the Company

The Company may terminate the Agreement at any time, subject to five (5) working days' written notice, without any compensation being due by the Company, save where the termination occurs during the fixed term, in which case the Customer will be reimbursed for the rent paid for the period subsequent to the effective date of the termination.

Article E.5 – Financial terms

E.5.1. Rent

The Customer is liable for rent the amount and periodicity of which (monthly or lump-sum for the duration of the site) are defined in the Particular Terms. The rent covers the making available of the VigiSite Equipment and access to the mobile application.

E.5.2. Costs of delivery, installation and recovery

The costs of delivery, installation, commissioning, dismantling and recovery of the Equipment shall be borne by the Customer, save provision to the contrary in the Particular Terms. These costs are defined in the quote.

E.5.3. Repositioning

Any displacement or repositioning of the Equipment on the site requested by the Customer is performed exclusively by the Company or its approved subcontractors and is invoiced in addition to the rent on the basis of a prior quote. The Customer is formally prohibited from moving,

dismantling or repositioning the Equipment himself. Any unauthorised displacement is carried out entirely at the Customer's expense, under his responsibility and at his exclusive risk.

E.5.4. Services excluded from the rent

Not included in the rent and subject to separate invoicing are:

the costs of delivery, installation, dismantling and recovery (Article E.5.2);

the repositioning costs (Article E.5.3);

remote alarm monitoring (Module D, if subscribed);

repairs made necessary by damage attributable to the Customer or to third parties;

the replacement of Equipment stolen, destroyed or damaged through the fault of the Customer or third parties;

interventions outside business hours requested by the Customer.

E.5.5. Payment

Payment of the rent is made in accordance with Article 8 of the General Terms and Conditions (SEPA direct debit or invoicing, according to the Particular Terms). The rent is indexed annually in accordance with Article 11 of the General Terms and Conditions.

Article E.6 – Delivery, installation and conditions of the Site

E.6.1. Delivery and installation

The Company delivers and installs the VigiSite Equipment at the Site indicated in the Particular Terms. The installation is carried out by the Company or its approved subcontractors. The Equipment is operational on the day of installation.

E.6.2. Conditions of access to the Site

The Customer must ensure that the Site is accessible in a normal manner with the Company's means of transport. The Customer ensures that:

the ground at the installation location is flat, stable, dry and sufficiently load-bearing;

the space is sufficient for the installation of the Equipment and the passage of lifting tools;

an authorised person is present to receive the Equipment upon delivery.

If no one is present upon delivery or if the Site is inaccessible, the Company may decide not to deliver. The transport costs incurred shall be borne by the Customer, without prejudice to the obligation to pay the rent if the quote provides that the rent runs from the planned delivery date.

E.6.3. Information to be provided by the Customer

The Customer communicates to the Company, prior to the installation, the precise location as well as all relevant details (location of underground cables and pipes, access constraints, danger zones) enabling correct installation. The Customer is responsible for carrying out the mandatory declarations relating to underground cables and pipes (KLIM/CICC) before the start of installation works.

E.6.4. Delivery report

A delivery report is drawn up upon installation, describing the configuration of the Equipment and its condition. The absence of reservations within seven (7) days following commissioning constitutes definitive acceptance of the Equipment as being in good operating condition.

E.6.5. Authorisations and signalling

The Customer is solely responsible for obtaining the permits, authorisations and any derogations necessary for the installation and use of the Equipment on the Site. The Customer is also solely responsible for the installation of the regulatory pictograms indicating the presence of a CCTV system, for the declaration of the camera-surveillance system via www.declarationcamera.be (or www.aangiftecamera.be for the Dutch-speaking portal), for keeping up to date and annually validating this declaration, as well as for keeping the record of image-processing activities where this is required. The Company may install a banner or panel bearing its brand upon installation.

Article E.7 – Risks, insurance and damages

E.7.1. Transfer of risks

From the delivery of the Equipment to the Site, the risk of loss, theft, destruction and damage of the Equipment is transferred to the Customer. The Customer is liable for damages caused to or occurring on the Equipment when they result from his fault, that of third parties (subcontractors, personnel, visitors, intruders), a lack of surveillance of the Site, an unauthorised displacement, non-compliant use, or any other cause not attributable to the Company. The Customer is not liable when the damage results exclusively from an inherent defect of the Equipment, a fault of the Company or its subcontractors, or a case of force majeure within the meaning of the General Terms and Conditions.

E.7.2. Insurance obligation

The Customer is required to insure the VigiSite Equipment at his expense, for the benefit of the Company, against the consequences of theft, total or partial destruction, and any damage, for the entire duration of the rental. The insurance conditions must cover at a minimum the new-replacement value of the Equipment. The Customer shall provide the Company with an insurance certificate and proof of payment of premiums upon first request.

E.7.3. Theft and vandalism

In the event of theft, destruction or damage of the Equipment, the Customer shall inform the Company immediately in writing. The Customer is required to compensate the Company up to the replacement value of the Equipment, less any insurance indemnities received. In the event of theft, the Customer is also required to file a complaint with the police authorities and to forward a copy of the police report to the Company.

The Company may in no case be held liable for theft, vandalism (including of the hardware supplied by the Company), or any intrusion occurring on the Customer's Site, but only for the civil contractual consequences of a breach directly attributable to it.

E.7.4. Damages attributable to the Customer

Repairs or replacements made necessary by non-compliant use, negligence, unauthorised displacement, intervention of third parties, an act of vandalism or any other cause not attributable to the Company shall be borne exclusively by the Customer. The inadequate storage of valuable goods and of mobile materials or tools on the site does not fall under the responsibility of the Company.

Article E.8 – Specific obligations of the Customer

In addition to the obligations provided for in Article 13 of the General Terms and Conditions, the Customer undertakes, under the VigiSite Agreement, to:

take care of the Equipment as a reasonable and prudent person and to use it exclusively in accordance with its purpose and the Company's instructions;

not move, dismantle, modify or repair the Equipment nor allow third parties to do so without the prior written agreement of the Company;

not use the Equipment outside the Site mentioned in the Particular Terms;

immediately and in writing report to the Company any malfunction, damage, theft, attempted theft, destruction or damage of the Equipment;

report without delay to the Company any change concerning the Site liable to affect the operation or security of the Equipment (modification of the site configuration, erection of walls or buildings or other in the vicinity limiting the detection range or other, etc.);

make the Equipment available to the Company at first request for inspection, check, replacement, repair or maintenance, and authorise the Company to access the Site for this purpose;

comply with his legal obligations in matters of CCTV, including the declaration of the system with the competent authorities and the installation of the regulatory pictograms;

bear the fees, taxes and fines resulting from the use of the Equipment.

Article E.9 – Liability

E.9.1. The provisions of Article 18 of the General Terms and Conditions relating to the limitation of liability apply to this Module. The VigiSite Equipment constitutes a preventive and dissuasive tool. Its installation may in no way guarantee the absence of intrusion, theft, fire or any other loss event on the site.

E.9.2. The Company is not liable for the effective security of the site or for the Customer's property. The Equipment has the function of generating alarm signals and transmitting them. The conclusion of the VigiSite Agreement in no way guarantees that break-ins, fires or other loss events will be avoided, effectively detected or processed.

E.9.3. The Company is not liable for damages resulting from:

incorrect or incomplete information provided by the Customer (in particular concerning the Site, underground cables, access constraints);

modifications of the site configuration not reported to the Company in due time;

the fall or destruction of the Equipment as a result of violent winds (force 8 or higher on the Beaufort scale), save where this is due to defective installation by the Company;

a manufacturing defect of the Equipment which could not have been detected during diligent installation and check;

the Customer's non-compliance with the Company's advice and instructions;

the inadequate storage of valuable goods, tools or mobile materials on the site.

E.9.4. The Customer indemnifies the Company in full against any third-party claim (including in matters of neighbourhood nuisance) resulting from the use of the Equipment on the Site.

Article E.10 – Return of the Equipment

E.10.1. At the end of the rental Agreement, the Equipment must be made available by the Customer for recovery by the Company, in good condition (taking into account normal wear and tear), at the location where it was installed. The Customer ensures that an authorised person is present upon recovery.

E.10.2. After recovery, the Equipment is checked by the Company on the basis of the delivery report (Article E.6.4). The Customer is liable for damages and any disappearance of the Equipment occurring during the rental period, within the limits provided for in Article E.7.1. The compensation due by the Customer will be invoiced as soon as observed.

E.10.3. If, at the end of the Agreement, the Equipment cannot be recovered by the Company (refusal of access, disappearance, impossibility of locating the Equipment), the Customer has five (5) working days to allow recovery. Failing this, the Customer will be invoiced the new-replacement value of the Equipment, without prejudice to the Company's right to additional damages. The rent continues to run until effective return.

E.10.4. The Customer authorises the Company, during performance or after the end of the Agreement, to access the Site in order to inspect, maintain, replace or repossess the Equipment, subject to reasonable prior notice where circumstances permit, during normal site-access hours and in compliance with the applicable law. This authorisation does not allow the Company to enter by force a closed place or to infringe the rights of third parties. In the event of persistent refusal of access, the Company may resort to the appropriate legal remedies, without prejudice to the invoicing provided for in Article E.10.3.

Article E.11 – CCTV and data protection

E.11.1. The VigiSite Equipment includes image-capture devices (detectors with photo capture). The Customer is, in his capacity as data controller within the meaning of the GDPR, solely responsible for compliance with all legal obligations in matters of CCTV, in particular the declaration of the system via www.declarationcamera.be (or www.aangiftecamera.be), the keeping up to date and annual validation of this declaration, the keeping of the record of image-processing activities where required, the signalling, the information of data subjects, the retention period of images and the rights of the filmed persons.

E.11.2. The provisions of Article 22 of the General Terms and Conditions relating to CCTV apply in full. The Customer indemnifies the Company against any damage resulting from non-compliance with these obligations.

E.11.3. The Customer determines the retention period of the images in accordance with the applicable legislation (maximum thirty (30) days, save specific legal obligation). The images are stored locally on the Equipment or, if the Customer has subscribed to a cloud storage option, in accordance with the provisions of Article B.8 of Module B applicable by analogy.

Article E.12 – Temporary fire detection (option)

E.12.1. Description

Where the Particular Terms so provide, the VigiSite Equipment may be supplemented by a temporary automatic fire detection system (smoke detectors, heat detectors, temperature-rise detectors). This system is intended for exclusively temporary use on the site and forms an integral part of the VigiSite rental.

E.12.2. Temporary nature and limits

The temporary VigiSite fire detection system does not constitute a permanent system within the meaning of the NBN S21-100 standard or any other applicable standard. If the legislation or regulations applicable to the Customer's site (in particular the Royal Decree of 28 April 2017 on workplaces, the Royal Decree of 7 July 1994 setting the basic standards in matters of fire prevention, or any regional, provincial or municipal regulation) require the installation of a permanent fire detection system, the VigiSite system is insufficient in this regard. It is for the Customer to verify regulatory compliance.

E.12.3. Design of the system

The Company does not intervene in the design of the fire detection plan or in the strategy of alert and evacuation of the site. The installation is carried out in accordance with the instructions or plans communicated by the Customer or his fire prevention adviser. The Company disclaims all liability as to the relevance of the detection plan, the choice of detection technology or the strategy of warning and alarm.

E.12.4. Customer's obligations in matters of fire detection

In addition to the obligations referred to in Article E.8, the Customer undertakes to:

verify that the fire detection system is adapted to the intended use and complies with the legislation in force on the site;

inform the Company of any structural modification of the site or any modification of activity liable to affect the detection technology or the alert strategy;

periodically verify the state of the batteries and immediately inform the Company in the event of low battery level;

take the necessary preventive measures against nuisance alarms (site dust, works generating smoke, etc.);

accept the modification proposal of the system made by the Company in the event of significant modifications of the site configuration.

E.12.5. Transmission of fire alerts

The alerts generated by the fire detection system are transmitted to the Customer via the mobile application and, where applicable, to the ARC if the Customer has subscribed to the remote alarm monitoring service (Module D). Direct connection to emergency services (fire brigade, 112) is not possible via the VigiSite system. It is for the Customer or the ARC to contact the emergency services if necessary.

E.12.6. Limitation of liability

The temporary fire detection system constitutes a best-efforts obligation. The Company does not guarantee the effective detection of all fires or the absence of false alerts. The provisions of Article E.9 relating to liability apply in full to the fire detection system.

This Module E supplements the General Terms and Conditions of Sale and Service. In the event of silence of this Module on a particular point, the General Terms and Conditions apply.

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