

General Terms and Conditions for Consumers

Better Safe GmbH — as of July 2026

These terms and conditions apply to contracts with consumers within the meaning of the Austrian Consumer Protection Act. Separate General Terms and Conditions for Entrepreneurs apply to contracts with entrepreneurs.

1. Scope

1.1. These terms and conditions apply to contracts between Better Safe GmbH (hereinafter "Better Safe") and consumers within the meaning of Section 1 KSchG (Austrian Consumer Protection Act).

1.2. The mandatory provisions of the KSchG and of the VGG (Austrian Consumer Warranty Act) take precedence over these terms in every case. Where a provision of these terms conflicts with a mandatory statutory rule, the statutory rule shall apply.

1.3. If third-party services are required for your system — such as mobile network connections for data transmission or connection to an alarm receiving centre — we shall inform you of this before the contract is concluded and provide you with the terms of the respective provider. Without such provision, those terms shall not become part of the contract.

2. Offer and Conclusion of Contract

2.1. Unless expressly stated otherwise, our offers are valid for 30 days.

2.2. Information in catalogues, price lists, brochures and other information materials constitutes guidance values unless expressly made part of the contract.

2.3. The preparation of a cost estimate is free of charge unless a fee is expressly agreed before it is prepared. If a chargeable cost estimate is agreed and the work is subsequently commissioned, we shall credit the fee against the order.

2.4. We accept liability for the accuracy of a cost estimate in accordance with Section 5(2) KSchG.

3. Right of Withdrawal

3.1. If the contract was concluded or initiated away from our business premises — in particular in the course of a site visit at your location — or exclusively by means of distance communication (telephone, e-mail), you have a right of withdrawal of fourteen days.

3.2. We shall instruct you about this right separately. You will receive the withdrawal instructions and the model withdrawal form together with the offer as a separate annex; they form part of the contract.

3.3. If the works are to begin before the withdrawal period expires, we require your express request to that effect. If you subsequently withdraw, you shall compensate us proportionately for the value of the services rendered up to that point.

4. Prices

4.1. All prices quoted to consumers are gross prices and include statutory value added tax.

4.2. Unless a fixed price is expressly agreed, the price constitutes a cost estimate without assurance of completeness within the meaning of Section 1170a(2) ABGB (Austrian Civil Code). Should it become apparent during performance that a substantial overrun is unavoidable, we shall notify you without delay; you may then withdraw from the contract.

4.3. Services not included in the original order shall be carried out and charged only after separate agreement with you.

4.4. Working hours and surcharges:

- Normal working hours: Monday to Thursday 08:00–16:30, Friday 08:00–14:00
- Surcharge 50 %: Monday to Thursday after 16:30, Friday after 14:00
- Surcharge 100 %: Monday to Friday 19:00–06:00 as well as all day on Saturdays, Sundays and public holidays

Charging is made per commenced half hour, with a minimum charge of 0.5 hours. We carry out work outside normal working hours only after prior agreement with you.

5. Payment

5.1. Unless otherwise agreed, one third of the remuneration falls due on conclusion of the contract, one third on commencement of performance and one third on completion.

5.2. In the event of late payment, default interest amounts to 4 % per annum (Section 1000 ABGB).

5.3. For the second and each further reminder we charge reminder costs of EUR 10, provided these have actually been incurred in the individual case and are necessary for the appropriate pursuit of the claim.

6. Your Cooperation

As a rule we carry out installation at your premises, building on existing structural fabric. So that the work can proceed safely and without delay, we need your cooperation:

6.1. Please tell us before the work begins what you know about concealed cabling and pipework, escape routes, sources of danger and structural particularities of the property. You are not required to make enquiries — this is about what is known to you.

6.2. You shall arrange any necessary official permits; we shall support you in this on request.

6.3. You shall provide the power and water required for performance.

6.4. You shall grant us access to the property at the agreed times.

6.5. We treat your property with care. Please secure any sensitive or particularly valuable items located in the working area, or point them out to us so that we can take them into account.

7. Our Duty to Examine and Warn

7.1. If we recognise that material supplied by you, existing technical systems, existing cabling or other circumstances are unsuitable for the commissioned service, we shall point this out to you (Section 1168a ABGB).

7.2. If we fail to warn although we recognised the unsuitability or ought to have recognised it upon proper examination, we shall be liable for the resulting consequences in accordance with the statutory provisions.

8. Performance of the Works

8.1. We shall accommodate subsequent change requests insofar as they are technically feasible. We shall agree the effects on schedule and price with you in advance.

8.2. We may complete and invoice separately identifiable parts separately where this has been agreed with you.

8.3. The access codes and the programming documentation for your system shall be handed over to you at handover and recorded in the handover protocol. They are your property.

8.4. In the course of installation and repair work on existing systems and cabling, damage may occur despite proper workmanship, in particular where there is pre-existing age-related deterioration. We carry out the work with due care and are liable in accordance with the statutory provisions.

9. Dates

9.1. Agreed dates are binding.

9.2. In the event of force majeure, strike or unforeseeable delays for which we are not responsible, the deadlines shall be extended by the duration of the impediment. We shall inform you without delay.

9.3. If we are in default, you may set us a reasonable grace period and withdraw from the contract after it has expired without result.

10. What a Security System Can Achieve — and What It Cannot

We keep this section deliberately plain. An honest expectation matters more to us than a comfortable promise.

10.1. Alarm systems trigger an alarm upon intrusion or physical changes. They do not prevent a burglary.

10.2. False and deceptive alarms cannot be entirely ruled out technically.

10.3. Devices and services offer that degree of security which corresponds to the approval regulations and operating instructions.

10.4. With wireless alarm systems, one hundred per cent availability cannot be guaranteed.

10.5. No system can eliminate residual risk entirely. We plan and construct your system with due care and advise you honestly about what it can do.

11. Statutory Warranty

11.1. The statutory warranty provisions of the ABGB and of the VGG apply.

11.2. The statutory warranty period is two years from handover, and three years for systems permanently attached to the building.

11.3. There is no time limit for giving notice of defects. Your statutory warranty claims do not depend on your notifying a defect within any particular period.

11.4. You shall grant us access to the system in order to establish and remedy a defect. Please report faults to us as soon as you notice them — the earlier we know about them, the sooner consequential damage can be avoided. A late report does not cause you to lose your claims; it may only affect compensation for consequential damage that would have been avoidable had the report been made in good time.

11.5. There is no statutory warranty for defects based exclusively on the fact that third-party systems not supplied by us are incompatible or not ready for operation — unless we have breached our duty to examine and warn under Clause 7.

11.6. If your system has digital elements (such as an app or a cloud connection), the provisions of the VGG apply, including the statutory update obligation.

12. Guarantee

12.1. A guarantee is a voluntary undertaking and applies in addition to your statutory warranty rights. **Your statutory rights are neither limited nor curtailed by a guarantee.**

12.2. The content of a guarantee follows from the respective guarantee declaration, which you will receive separately.

12.3. A precondition for the continuation of a guarantee assumed by us is that the scheduled maintenance is carried out. If maintenance is not carried out, or not carried out properly, the guarantee period may be shortened; the statutory warranty remains unaffected by this.

13. Liability

13.1. We are liable without limitation for personal injury in accordance with the statutory provisions.

13.2. We are liable for damage to property in accordance with the statutory provisions.

13.3. We are liable for pure financial loss in cases of intent and gross negligence. Liability for slight negligence is excluded in this respect.

13.4. The exclusion of liability under 13.3 applies to the same extent to our employees, representatives and other vicarious agents.

13.5. We are not liable for damage based on use contrary to the intended purpose, on failure to follow operating instructions, on natural wear and tear or on omitted maintenance.

13.6. For the software of the device manufacturers, for firmware updates supplied by the manufacturer and for the availability of third-party cloud and online services, we are liable only within the scope of our statutory obligations, in particular the update obligation under the VGG.

13.7. In all other respects, the statutory limitation periods apply.

14. Passing of Risk

14.1. If we install the system at your premises, the risk passes to you upon handover of the completed system.

14.2. In the case of dispatch, Section 7b KSchG applies.

15. Retention of Title

15.1. The goods delivered remain our property until payment has been made in full. Components permanently attached to the building are excluded from this insofar as they pass into your ownership under the statutory provisions.

15.2. In the event of late payment, we may withdraw from the contract after setting a reasonable grace period and demand the return of goods subject to retention of title.

16. Documents and Results

16.1. Plans, sketches and calculations prepared by us and paid for by you may be used by you without restriction for the purposes of the property itself.

16.2. The property-related findings obtained in the course of a commissioned inspection — in particular findings on cable routes and lines, on the further usability of existing cabling, obstacles and technical limitations identified, and measured values — shall be made available to you in full in a written report upon completion of the works.

16.3. Our internal costing documents and our purchasing terms remain our property and are not subject to disclosure under 16.1 and 16.2.

16.4. A duty of confidentiality applies to you only in respect of our costing and pricing documents. Passing the security concept and the technical documentation on to your insurer, to tradespeople commissioned by you or to other parties involved is of course permitted.

17. Video Surveillance and Data Protection

17.1. If you operate a video surveillance system constructed by us, you are the controller for data protection purposes within the meaning of the GDPR. You are responsible in particular for the lawfulness of the recording, for signage, for informing data subjects and for compliance with erasure periods. We are happy to advise you on this.

17.2. If we access your system remotely in the course of maintenance or support, we act as your processor in this respect. We shall conclude a data processing agreement with you pursuant to Article 28 GDPR for this purpose.

17.3. The processing of your own personal data by us is governed by our data protection information.

18. Final Provisions

18.1. Austrian law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer protection provisions of the state of your habitual residence remain unaffected.

18.2. The place of performance is the place at which the system is constructed.

18.3. For actions against you, the court of your domicile, habitual residence or place of employment has jurisdiction (Section 14 KSchG).

18.4. Should any provision of these terms be invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the statutory rule.

18.5. This is a translation of the German original for information purposes. In the event of any discrepancy between the German and the English version, the German version shall prevail.

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