

General Terms and Conditions for Entrepreneurs

Better Safe GmbH — as of July 2026

These terms and conditions apply to contracts with entrepreneurs within the meaning of the UGB (Austrian Commercial Code). Our separate General Terms and Conditions for Consumers apply to contracts with consumers.

1. Scope

1.1. These terms and conditions apply between Better Safe GmbH (hereinafter "Better Safe") and entrepreneurs within the meaning of Section 1 UGB (Austrian Commercial Code) for the present transaction as well as for all subsequent transactions, even if they are not referred to again in an individual case — in particular in the case of future supplementary or follow-up orders.

1.2. The current version is available at www.bettersafe.at and has been transmitted to the customer.

1.3. We contract exclusively on the basis of these terms and conditions.

1.4. The customer's own terms and conditions, as well as deviations from or supplements to these terms, require our express written consent in order to apply. A mere reference by the customer to its own terms does not constitute consent.

1.5. Where third-party services are required in order to render our services — in particular mobile network connections for data transmission, connection to an alarm receiving centre or intervention services — the terms of the respective provider shall additionally apply to those services. We transmit these terms to the customer prior to conclusion of the contract; without such transmission they do not become part of the contract.

2. Offer and Conclusion of Contract

2.1. Our offers are subject to change without notice.

2.2. Commitments, assurances and guarantees on our part become binding only upon written confirmation.

2.3. Dimensions, illustrations, prices and weights stated in catalogues, price lists, brochures, advertisements, price tags, circulars and other information material are approximate and binding only where a written offer to purchase exists.

2.4. Cost estimates are prepared against payment, provided this has been agreed prior to preparation. Where all services covered by the cost estimate are commissioned, the fee shall be credited.

3. Prices

3.1. Price statements are not fixed-sum prices within the meaning of Section 1170a ABGB (Austrian Civil Code) unless expressly designated as such.

3.2. For services not covered by the original order, there is an entitlement to reasonable remuneration.

3.3. Prices are exclusive of statutory value added tax and ex warehouse.

3.4. Packaging, transport, shipping and insurance costs shall be borne by the customer.

3.5. Charging is made per commenced half hour, subject to a minimum charge of 0.5 hours.

3.6. 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

4. Customer-Supplied Goods

4.1. Where devices or other materials are supplied by the customer, we are entitled to charge a surcharge of 20% of the value of the customer-supplied devices for acceptance, handling, storage and installation risk. The surcharge is calculated on the net acquisition value and is disclosed prior to commissioning.

4.2. Devices and materials supplied by the customer are not subject to our statutory warranty.

4.3. The quality and operational readiness of customer-supplied devices used is the responsibility of the customer. Our duty to examine and warn under Clause 7 remains unaffected.

5. Payment

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

5.2. Cash discounts require an express written agreement.

5.3. Default interest amounts to 9.2 percentage points above the base rate (Section 456 UGB).

5.4. In the event of default in payment under other contractual relationships with the customer, performance may be suspended.

5.5. Set-off is permissible only against counterclaims that have been established by a court or acknowledged by us.

5.6. In the event of default in payment, reminder fees of EUR 10 per reminder may be charged.

5.7. For orders with an order value of EUR 25,000 or more, we reserve the right to carry out a credit check. The legal basis is our legitimate interest in securing advance performance (Article 6(1)(f) GDPR). We inform the customer of any enquiry carried out in accordance with Article 14 GDPR.

6. Customer's Duties to Cooperate

We generally carry out installation at the customer's premises and build upon existing building fabric. The following duties to cooperate are a precondition for safe and timely execution.

6.1. Execution of the work commences as soon as the customer has created the structural, technical and legal preconditions.

6.2. The customer shall provide, without being requested to do so, information on concealed cabling, escape routes, obstacles, sources of danger and structural conditions.

6.3. The customer shall obtain any necessary official permits at its own expense.

6.4. The customer shall provide the energy and water required for execution of the work.

6.5. Lockable rooms for technicians and materials shall be provided free of charge.

6.6. The customer shall grant access to the property at the agreed times.

7. Duty to Examine and Warn

7.1. If we recognise that customer-supplied material, existing technical systems, existing cabling, instructions of the customer or other circumstances are unsuitable for the commissioned work, we shall notify the customer accordingly (Section 1168a ABGB).

7.2. If we fail to give a warning that was called for, we shall be liable in accordance with the statutory provisions within the scope of Clause 13.

8. Execution of the Work

8.1. Subsequent requests for changes shall be taken into account only if they are technically necessary or expedient for the purpose of the contract. Effects on schedule and price shall be agreed in advance.

8.2. Objectively justified partial deliveries and partial performance are permissible and may be invoiced separately.

8.3. Access codes and programming documentation are handed over to the customer at handover and are documented in the handover protocol.

8.4. In the case of installation and repair work on existing systems and cabling, damage may occur despite proper execution, in particular where there is pre-existing age-related damage. We shall be liable for this within the scope of Clause 13.

9. Performance Periods and Dates

9.1. Periods shall be extended by the duration of the impediment in the event of force majeure, strike or unforeseeable delays.

9.2. Delivery dates are binding only where confirmed in writing.

9.3. In the event of default, the customer shall be entitled to withdraw after setting a reasonable additional period in writing.

10. Limitation of the Scope of Performance

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

10.2. False and deceptive alarms cannot be excluded.

10.3. Devices and services offer only the level of security provided for by the approval regulations and operating instructions.

10.4. Wireless alarm systems cannot guarantee one hundred per cent availability.

10.5. A residual risk cannot be completely excluded by any system.

11. Statutory Warranty

11.1. The statutory warranty provisions apply unless otherwise agreed below.

11.2. The statutory warranty period is one year from handover.

11.3. The customer shall examine the work without undue delay and shall give written notice of defects within seven days; hidden defects shall be notified within a reasonable period from discovery (Section 377 UGB).

11.4. The customer shall enable prompt determination of a defect, shall report malfunctions within 24 hours and shall grant access.

11.5. There is no statutory warranty for defects that are due exclusively to incompatible or non-operational technical systems not supplied by us; Clause 7 remains unaffected.

11.6. The reversal of the burden of proof under Section 924 ABGB is excluded.

12. Guarantee

12.1. A guarantee is a voluntary commitment and applies in addition to the statutory warranty. Statutory warranty claims are not restricted by a guarantee.

12.2. The content of a guarantee follows from the respective guarantee declaration.

12.3. A precondition for the continued existence of a guarantee assumed by us is that the scheduled maintenance is carried out by us or by a business authorised by us. Where maintenance is carried out by the customer or by third parties, the guarantee period may be shortened; the details follow from the guarantee declaration.

13. Liability

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

13.2. We are liable for property damage and pure financial loss only in the event of intent or gross negligence.

13.3. Liability is limited in amount to the maximum sum insured under our business liability insurance.

13.4. The limitations of liability apply to the same extent to our employees, representatives and other vicarious agents.

13.5. Claims for damages by the customer become time-barred two years from knowledge of the damage and of the party causing it.

13.6. We are not liable for damage resulting from use contrary to the intended purpose, non-compliance with instructions, natural wear and tear or omitted maintenance.

13.7. We are not liable for the software of the device manufacturers, for firmware updates issued by the manufacturers, or for failures of third-party cloud and online services.

13.8. The customer shall notify us prior to conclusion of the contract of any individual item to be secured with a value exceeding EUR 1,000, so that this can be taken into account in the planning. If such notification is omitted, this may be taken into account when assessing contributory negligence under Section 1304 ABGB.

14. Passing of Risk

14.1. Where installation is carried out by us, the risk passes upon handover of the completed system.

14.2. In the case of delivery without installation, the risk passes as soon as we make the goods available, deliver them ourselves or hand them over to a carrier.

15. Default of Acceptance

15.1. In the event of default of acceptance of more than four weeks and the unsuccessful setting of an additional period, we may otherwise dispose of or store devices and materials. A fee of EUR 40 per commenced month is charged for storage.

15.2. In the event of justified withdrawal, we may claim 30% of the order value as liquidated damages, unless the customer proves that no damage or lesser damage has occurred. We reserve the right to prove higher damage. No value added tax is charged on liquidated damages.

16. Retention of Title

16.1. Goods delivered and installed remain our property until payment in full, insofar as they do not pass into the ownership of the customer by virtue of being joined to the building.

16.2. Resale requires our prior notification and consent.

16.3. In the event of default in payment, we may demand the return of goods subject to retention of title after setting an additional period.

16.4. The customer shall notify us without undue delay of insolvency or seizure of goods subject to retention of title.

17. Third-Party Intellectual Property Rights

17.1. Where third-party intellectual property rights are asserted in respect of intellectual creations supplied by the customer, we may suspend performance until the matter is clarified and may claim reimbursement of costs.

17.2. The customer shall indemnify and hold us harmless in this respect.

18. Documents and Results

18.1. Plans, sketches and calculations prepared by us and paid for by the customer may be used by the customer for the purpose of the property concerned.

18.2. Any use, disclosure, reproduction or publication beyond this requires our express consent.

18.3. We make the property-related findings obtained in the course of a commissioned inspection available to the customer in a written report upon completion of the work.

18.4. Our internal costing documents and purchasing terms remain our property. The customer's duty of confidentiality is limited to these documents.

19. Video Surveillance and Data Protection

19.1. As the operator of a video surveillance system, the customer is the controller under data protection law within the meaning of the GDPR. The customer is responsible in particular for the lawfulness of the processing, for signage, for informing data subjects and for compliance with erasure periods.

19.2. Where we access the customer's system remotely in the course of maintenance or support, we act as a processor in that respect. A data processing agreement pursuant to Article 28 GDPR shall be concluded in this regard.

19.3. The processing of the customer's data by us is governed by our data protection information.

20. Severability

20.1. The invalidity of individual provisions does not affect the validity of the remaining provisions.

20.2. The parties undertake to jointly agree a replacement provision that comes as close as possible to the economic purpose of the invalid provision.

21. General Provisions

21.1. Austrian law applies; the UN Convention on Contracts for the International Sale of Goods is excluded.

21.2. The place of performance is the place at which the system is installed. In the case of delivery without installation, the place of performance is Tokiostraße 14/2/L, 1220 Vienna.

21.3. The place of jurisdiction is the court having subject-matter jurisdiction for 1220 Vienna.

21.4. 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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