



# General Terms and Conditions of Business for the security profession (applicable as from February 1, 2017)

## 1. General performance of duties

(1) Under Section 34a of the Industrial Code, the security profession is a profession subject to licensing and performs its security services as area or building protection, or as special service.

a) The area service is performed in work clothing through individual patrols or radio patrol drivers. In the absence of any agreement to the contrary, each patrol tour will carry out checks on the surveillance objects located in the surveillance areas at as irregular intervals as possible.

b) As a rule, the separate/building protection service will be carried out by one or more security personnel deployed specially for one or a few surveillance objects in a physically related area. The individual duties will be laid down in special work instructions.

c) The special duties include, for example, personnel checks, person accompaniment and protection services, money and valuables services, security posts of DB AG, the operation of alarm and emergency call switchboards (service switchboards) as well as the performance of ticket office, stewarding and supervisory services for trade fairs, exhibitions, events and other services.

(2) The reciprocal obligations of customer and security company (hereinafter company) will be agreed in separate contracts.

(3) The company shall perform its work as a service (no temporary hiring out of personnel as per the law on the temporary hiring out of personnel for commercial purposes dated 7 August 1972 in the respectively applicable version), with its personnel being used as vicarious agents. The selection of the personnel employed and the right to issue instructions – except in cases of imminent danger – shall lie with the security company appointed.

(4) The company bears sole responsibility for the fulfilment of all statutory, official, social-law and employers' liability insurance association obligations with respect to its employees.

## 2. Inspection regulations

The written inspection regulations/the alarm plan shall be exclusively authoritative for the performance of the services in each individual case. It contains the detailed provisions on inspection patrols, checks and other services to be carried out based on the instructions of the customer. Amendments and extensions to the inspection regulations/alarm plan must be agreed in writing.

If necessitated by unforeseeable emergencies, deviations from the envisaged checks, inspection patrols and other services are possible in individual cases.

## 3. Keys and emergency addresses

(1) The keys required for the work must be provided by the customer in good time and free of charge.

(2) The company shall be liable as per point 10 for the loss of keys or for damage to keys caused intentionally or negligently by the service personnel. The customer shall advise the company of the addresses that can be notified in the event of a risk to the object, including by telephone at night. Changes of address must be notified to the company immediately. In cases in which the

company is required to track alarms via intrusion alarm systems, the sequence of informing must be specified by the customer.

## 4. Complaints

(1) All forms of complaint concerning the performance of the service (e.g. failure to take up the service, delays, poor fulfilment of the agreed security services etc.) must be reported to the company's operational management in writing immediately upon ascertainment for the purpose of remedial action.

(2) Repeated or gross violations in the performance of the service shall only create an entitlement to termination of the contract without notice if the company fails to arrange remedial action within an appropriate period - at the latest within seven working days - of written notification.

## 5. Duration of the assignment

In the absence of any written agreement to the contrary, the contract shall run for one year. If not terminated three months prior to expiry of the initial term, the contract shall be extended by a further year and thereafter for respective further periods of one year.

## 6. Performance by other companies

The company is entitled, following agreement with the customer, to make use of approved and reliable companies for the fulfilment of its obligations in accordance with Section 34a Industrial Code (GewO).

## 7. Interruption of the surveillance

(1) The company can interrupt the service or alter it expediently in so far as its performance is rendered impossible as a result of war or strike, unrest or other cases of force majeure.

(2) In the event of interruption, the company shall be obliged to reduce the remuneration for the duration of the interruption in accordance with any wages saved.

## 8. Premature cancellation of the contract

(1) The contractual relation can be terminated by either party with a period of notice of one month in the event of relocation by the customer, sale or other relinquishing of the contractual building or item.

(2) If the company relinquishes the area, it shall likewise be entitled to premature cancellation of the contract subject to adherence to a period of notice of one month.

## 9. Legal succession

In the event of the death of the customer, the legal successor shall join the contract, unless the subject matter of the contract concerned primarily personal matters, in particular the personal protection of the customer. Death, other legal succession or legal alteration of the company shall not affect the contract.

## 10. Liability and limitation of liability

(1) The liability of the company for material damage and economic loss in cases of slightly negligent causing of damage by a legal representative or a vicarious agent shall be limited to the typical and foreseeable damage with comparable transactions of this nature.

Liability for other cases of culpable causing of material damage and economic loss shall remain unaffected.

(2) In cases of slightly negligent causing of damage, the liability of the employees for material damage and economic loss shall also be limited to the typical and foreseeable damage with comparable transactions of this nature. Liability for other cases of culpable causing of material damage and economic loss shall remain unaffected.

(3) The company has liability insurance in accordance with Section 6 of the Surveillance Regulation. The insurance contract is based unrestrictedly on the General Terms and Conditions of Liability Insurance (AHB) and the Terms and Conditions of Liability Insurance for Surveillance Companies. Excluded from this insurance cover is, in particular, damage not related to the actual security service, such as the assumption of the duty to grit in the event of black ice, when operating sun protection devices or operating and servicing machines, boilers, heating devices, electrical or similar systems.

(4) Liability for damage to persons shall remain unaffected. The restrictions of paragraphs 1 to 3 apply solely for material damage and economic loss.

## 11. Assertion of liability claims

(1) Claims for damages must be asserted against the company within a period of 3 months from the date on which the person entitled to the claim, his/her legal representatives or vicarious agents gain knowledge of the damaging event. If it is not possible to determine the amount of the damage within this period, it shall suffice - but is also necessary - if the reason for the damage is asserted. Claims for damages not asserted within this period shall be excluded.

(2) The customer is also obliged to give the company the immediate opportunity of making all necessary findings concerning the cause of the damage, the course of the damage and the level of the damage itself or of having this carried out by authorised parties. Damage expenses resulting from failure of the customer to comply with his above mentioned obligations or failure to comply with them immediately shall be for his account.

## 12. Liability insurance and evidence

The company is obliged to take out liability insurance for the liability assumed, the scope of which is set out in point 10. The customer can request evidence of the taking out of this insurance. The levels of the insured sums are set out in the Regulation on the Surveillance Profession in the version dated 10 July 2003 (Federal Law Gazette I page 1378), which was most recently modified by the Law of March 4, 2013, Article 2a(3) (Federal Law Gazette I page 362).

## 13. Payment of the remuneration

(1) In the absence of any agreement to the contrary, the remuneration owed under the contract is payable monthly in advance.

(2) Offsetting of the remuneration is not permitted, except in cases of claims that are undisputed or have been recognised by declaratory judgement.

## 14. Price alterations

(1) In the event of changes to existing/introduction of new statutory taxes, charges, insurance premiums, motor-vehicle operating costs, wage costs and non-wage costs, in particular following conclusion of new wage, umbrella or other collective

wage agreements, that result in an increase in the costs for the agreed service, the company shall be entitled to alter the remuneration in the same amount as the increase in the hourly invoicing rate for performance of the assignment, caused by the changes to wage costs, non-wage costs and other above mentioned costs, plus the respectively applicable statutory taxes and charges. When increasing the price, the company must state which cost factors have risen by what amount and the significance of this increase in costs for the cost calculation.

Increases in costs for individual cost components can only be passed on in so far as they are not balanced out by price reductions for other cost components. The price increase shall take effect at the beginning of the month, provided it has been advised to the customer by the third working day of the preceding month with disclosure of the cost calculation and evidence of the changed cost factors.

(2) In the event of a change in cost factors which results in lower costs for the agreed service, the customer shall be entitled to a price reduction in accordance with the ruling in paragraph 1.

(3) If one of the parties demands a price adjustment, the other party shall be entitled to a special right of termination with a period of notice of two weeks to the end of the month.

## 15. Start of the contract

The contract shall be binding from the date on which the customer receives the written order confirmation.

## 16. Prohibition to entice away and contractual penalty

(1) The customer is not permitted to cause employees of the company to end their employment relation and to enter into a new service or employment relation as self-employed or dependent employees of the customer. This provision shall also remain applicable for a period of six months following the end of the contract.

(2) If the customer culpably violates the provisions of paragraph 1, he shall be obliged to pay the company a contractual penalty – to be determined by the company at its reasonably exercised discretion – for each case of contravention. In case of dispute, the appropriateness of this contractual penalty must be checked by the responsible court.

## 17. Data protection

(1) Data protection shall be governed by the provisions of the German Federal Data Protection Act (BDSG), above all Sections 27 et seq. BDSG for non-public bodies in the respectively applicable version.

(2) Section 5 BDSG (data secrecy) shall apply in particular.

## 18. Consumer dispute resolution

The company is neither required nor prepared to participate in a dispute resolution process before a dispute resolution authority as defined by VSGB (Verbraucherstreitbeilegungsgesetz, Consumer Dispute Resolution Act) Section 36(1). The option for dispute resolution by a dispute resolution authority as part of a concrete dispute when both parties agree to it (VSGB Section 37) remains unaffected by this provision.

## 19. Place of jurisdiction and place of performance

If the customer is a businessman, a juridical person under public law or a public-law special fund, the place of performance and place of jurisdiction shall be the registered office of the company's operational management. This agreement on place of jurisdiction is also explicitly applicable in the event of

a) the party to be claimed against by way of legal action moving its registered office, place of residence and/or place of habitual abode subsequent to conclusion of the contract

b) claims from the contractual relation being asserted by way of default action.