



GENERAL TERMS AND CONDITIONS MONITRONICA

1. Scope of Application

1.1 These terms and conditions apply to all offers, quotations, and agreements between Monitronica (hereinafter, "Contractor") and its clients (hereinafter, "Client"), unless expressly agreed otherwise in writing.

1.2 Deviations from these terms and conditions shall only be valid if agreed upon in writing by both parties.

1.3 Any purchase conditions or other terms set by the Client are expressly rejected, unless agreed otherwise in writing.

2. Offers and Quotations

2.1 All offers and quotations from the Contractor are non-binding and subject to withdrawal or modification unless stated otherwise.

2.2 Prices in offers and quotations are exclusive of VAT and other governmental taxes, unless expressly stated otherwise.

2.3 If the Client's acceptance differs from the offer contained in the quotation, the Contractor is not bound by this acceptance. The agreement will not be concluded according to the differing acceptance unless the Contractor indicates otherwise.

3. Agreement

3.1 An agreement is only concluded after written confirmation from the Contractor or once the Contractor has commenced execution of the agreement.

3.2 The Contractor has the right to engage third parties to perform the agreement at its discretion.

3.3 The agreement is formalized once the Client approves in writing the quotation issued by the Contractor, which includes a detailed description of the project purpose, services to be provided, scope of work, estimated deadlines, and economic conditions. This document will serve as the contractual basis between both parties and form an integral part of these General Terms and Conditions.



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4. Prices and Payment

4.1 Prices are based on cost-determining factors at the time of the offer. If these factors change after the agreement is concluded, the Contractor has the right to adjust prices accordingly.

4.2 Quotations issued by the Contractor are valid for fifteen (15) calendar days from the date of issue unless stated otherwise. If the Client does not accept the quotation in writing within that period, the Contractor reserves the right to change the original terms before reaching a final agreement.

4.3 Payments must be made within 30 days of the invoice date unless otherwise agreed in writing.

4.4 In case of late payment, the Client shall be in default without further notice. Interest of 12% per annum shall apply, unless the legal interest rate is higher, in which case the higher rate applies.

4.5 The Client may not suspend or delay invoice payments or offset amounts due with claims of their own, unless explicitly authorized in writing by the Contractor.

4.6 Collection fees: 15% on the first €3,000; 10% on the next €3,000; 8% on the next €9,000; 5% on the next €45,000; and 3% on amounts exceeding €60,000, with a minimum of €75. If actual extrajudicial costs exceed these amounts, the actual costs are due.

5. Delivery

5.1 The delivery periods indicated by the Contractor are estimates and do not constitute strict deadlines. Failure to meet these deadlines shall not entitle the Client to compensation or to terminate the contract, unless expressly agreed in writing.

5.2 If, for any reason, a delivery delay is foreseen (including delays in manufacturing, material supply, transportation, or other external factors beyond the Contractor's control), the Contractor shall inform the Client as soon as possible, proposing a new estimated delivery date. This new date must be confirmed in writing by both parties.

5.3 If the initially agreed period is exceeded, the Client must formally require the Contractor in writing to fulfill its obligations and grant a new reasonable term, considering the circumstances.

5.4 The risk of loss, damage, or depreciation of the products transfers to the Client at the moment the products are delivered to the Client or to a third party designated by the Client.



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6. Retention of Title

6.1 All goods delivered by the Contractor remain the property of the Contractor until the Client has fulfilled all obligations under the agreement(s) made with the Contractor.

6.2 The Client is not entitled to pledge or otherwise encumber the goods subject to retention of title.

6.3 If third parties seize goods delivered under retention of title or wish to establish or assert rights over them, the Client must immediately inform the Contractor.

6.4 The Client commits to insure the goods delivered under retention of title and to keep them insured against fire, explosion, water damage, and theft, and shall provide the insurance policies to the Contractor upon request.

7. Intellectual Property

7.1 All intellectual property rights arising from the execution of the agreement, including but not limited to designs, models, drawings, software, and other materials, belong to the Contractor, unless otherwise agreed in writing.

7.2 Depending on the purpose and scope of the project, one of the following options will apply, which will be explicitly indicated in the quotation or signed agreement between the parties:

7.2.1 Option A – License of Use:

The Client receives a non-exclusive, non-transferable, and indefinite license to use the delivered materials only within the scope of the project for which they were developed. The Client may not reproduce, publish, modify, or exploit these materials for other purposes without prior written consent from the Contractor.

7.2.2 Option B – Transfer of Rights:

All intellectual property rights will be transferred to the Client upon delivery and once full payment is received.

Until that time, the Contractor retains all copyrights, design, and reproduction rights of the developed materials.

The Contractor may retain a copy of the delivered materials for internal, documentation, or promotional purposes unless the Client expressly indicates otherwise.

If no option is specified in the quotation or agreement, Option A – License of Use shall apply by default.



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8. Confidentiality

8.1 Both parties are obligated to maintain the confidentiality of all confidential information obtained from the other party or from external sources in the context of their agreement. Confidential information includes any information designated as such or which, by its nature, should be treated as confidential.

8.2 If the Contractor is legally required or ordered by court decision to disclose confidential information to third parties and cannot invoke a legal right of refusal, the Contractor shall not be liable for any damages resulting from such disclosure, and the other party may not terminate the agreement on these grounds.

9. Termination

9.1 The Contractor is entitled to immediately terminate the agreement if the Client fails to meet its obligations under the agreement, is declared bankrupt, requests suspension of payment, or otherwise loses free disposal of its assets.

9.2 In case of termination, the Contractor's claims against the Client become immediately due. The Contractor retains its legal and contractual rights, including the right to full compensation.

10. Changes in the Work

10.1 Changes to the scope of work shall be considered additional or reduced work in the following cases:

- a. A change is made to the design, specifications, or contract description;
- b. The information provided by the Client does not reflect actual conditions;
- c. There is a deviation of more than 10% from the estimated quantities.

10.2 The calculation of additional work will be based on pricing factors at the time the additional work is performed. Reduced work will be calculated based on the pricing factors at the time the contract was concluded.

10.3 If the total value of reduced work exceeds that of the additional work, the Contractor has the right to charge the Client 10% of the difference in the final settlement. This does not apply if the reduction is due to a request by the Contractor



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11. Client Responsibilities

11.1 If the project is to be carried out at the Client's premises, the Client shall ensure that the Contractor can perform the work without interruption and at the agreed time. The Client must provide access to necessary facilities and resources, including:

- Supply of gas, water, and electricity;
- Adequate heating;
- Enclosed and dry storage space;
- Legally required facilities, including those under applicable health and safety regulations.

11.2 The Client is liable for any damage, including but not limited to loss, theft, fire, or damage to the Contractor's, Client's, and/or third parties' property, including tools and materials used for the work and located at the site or other agreed location.

11.3 If the Client fails to meet the above obligations, causing delays, the Contractor shall resume work only after the Client has fulfilled all its obligations and when the Contractor's schedule permits. The Client is responsible for any damage suffered by the Contractor due to the delay.

12. Delivery and Completion of Work

12.1 Work is considered completed when:

- a. The Contractor has delivered the work and notified the Client in writing, and the Client has not submitted written objections within 14 days of the notice;
- b. The Client has begun using the work (partial use shall be considered partial completion);
- c. The Client has not approved the work due to minor defects or missing components that can be corrected or delivered within 30 days and do not prevent use of the work.

12.2 If the Client does not approve the work, they must provide written notification with reasons to the Contractor.

12.3 If the Client does not approve the work, the Contractor shall be given the opportunity to correct the defects, and the provisions of this article will apply again.

12.4 The Client indemnifies the Contractor against any third-party claims for damage to parts of the work not yet completed but caused by the use of completed parts.



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13. Contractor Liability

13.1 The Contractor is only liable for direct damages suffered by the Client as a direct result of an attributable breach by the Contractor.

13.2 Only damages explicitly covered by the Contractor's liability insurance, or which should reasonably have been insured by the Client, will be considered for compensation. Insurance details are available upon Client request.

13.3 If insurance for certain damages was unavailable under reasonable terms at the time of signing the contract or could not be renewed, the Contractor's liability is limited to the total invoiced amount under the contract, excluding VAT.

13.4 The Contractor shall not be liable for:

- a. Business interruption losses, including loss of income or profit;
- b. Economic losses from delays or non-attributable failures;
- c. Damage to Client's property on or near the work area, including in-process goods, unless covered by the Contractor's liability insurance. The Client is responsible for obtaining additional insurance if broader coverage is desired;
- d. Damage caused by intentional acts or gross negligence of non-executive assistants or employees.

13.5 The Contractor is not liable for damage to materials supplied by or on behalf of the Client due to incorrect processing. In such cases, the Contractor may repeat the work using new materials provided by the Client, who shall bear the costs.

13.6 The Client expressly indemnifies the Contractor against all third-party claims for defects in products sold or delivered by the Client that contain, wholly or partially, components, products, or materials supplied by the Contractor.

3.7 If, at the time of contract signing, there was no insurance available under reasonable terms to cover certain damages, or if such insurance could not be renewed under reasonable terms, the Contractor's liability for those damages shall be limited to the total invoiced amount under the contract, excluding VAT.

13.8 The Contractor shall in no case be liable for:

- e. Damages resulting from business interruption, including but not limited to lost income or profits;
- f. Economic losses resulting from delays or non-attributable breaches;



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- g. Damage to the Client's property located in or near the work area, including goods in process, unless such damage is covered by the Contractor's liability insurance. The Client is responsible for purchasing additional insurance if broader coverage is required;
- h. Damages caused by intentional acts or gross negligence of the Contractor's assistants or employees who do not hold executive positions.

13.9 The Contractor is not liable for damage caused to materials provided by the Client, or on their behalf, as a result of improper processing. In such a case, the Contractor may repeat the work using new materials supplied by the Client, with the Client bearing the associated costs.

13.10 The Client expressly indemnifies the Contractor against all liability for third-party claims concerning defects in products sold or delivered by the Client to such third parties, where said products contain, in whole or in part, components, products, or materials supplied by the Contractor.