

General Terms and Conditions of Delivery

Kooi Trading B.V.

Kooi Security International B.V.

Kooi Security België B.V.

Kooi Security Benelux B.V.

Kooi Service & Security Centre B.V.

Kooi Security Scandinavia Aps

Kooi Security Austria GmbH

Kooi Security Espana SL

Kooi Security UK Ltd.

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A. GENERAL / SALE

1. Definitions

In these General Terms and Conditions of Delivery the terms herein used are defined as follows:

Service: any form of services, deliveries and/or production of goods, businesses, transport, and the sale and/or lease thereof by Kooi whether or not for the purpose of the Surveillance Installation, by whatever name or designation, for a Co-Contracting Party.

Kooi: Kooi Trading B.V., Kooi Security International B.V., Kooi Security België B.V., Kooi Security Benelux B.V., Kooi Service & Security Centre B.V., Kooi Security Deutschland GmbH, Kooi Security Scandinavia Aps, Kooi Security France SAS, Kooi Security Austria GmbH, Kooi Security Espana SL, Kooi Security UK Ltd, as independent entities or as a collective entity.

Terms and conditions of delivery: these General Terms and Conditions of Delivery.

Control Room: the centre from which Kooi maintains surveillance, manages the Surveillance Installation, receives, and responds to Signals in the context of the Service.

Agreement: the agreement concluded between Kooi and a Co-Contracting Party, in the context of the Service.

Party/Parties: Kooi and/or the Co-Contracting Party.

Signals: (camera) images, surveillance alerts caused by temperature changes and other notifications initiated by a Surveillance Installation.

Surveillance Installation: the (surveillance) camera or another security product including equipment, which (as an object) is the subject of the Agreement and is used by Kooi and/or the Co-Contracting Party in the context of the Service.

Co-Contracting Party: a natural person or legal person with whom Kooi concludes an Agreement or to whom it makes an offer.

2. Applicability

- 2.1. These Terms and Conditions of Delivery apply exclusively to all quotations and Agreements on the Service of Kooi. The Co-Contracting Party with whom contracts were entered into based on the existing conditions at the time of the making of the said contracts, agrees to the applicability of the Terms and Conditions of Delivery to future and/or follow-up agreements and Service with/of Kooi.
- 2.2. General terms and conditions (of purchase) used by the Co-Contracting Party and other stipulations (of the Terms and Conditions of Delivery deviating from that of Kooi) are expressly rejected by Kooi unless they were expressly accepted by Kooi in writing.
- 2.3. Any part or provision of this Terms and Conditions of Delivery which is prohibited, or which is held to be void or unenforceable under certain circumstances or jurisdictions, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 2.4. The Terms and Conditions of Delivery is extended to and for the benefit of the third parties contracted by Kooi for (the performance of) its Service.
- 2.5. In the event that certain provisions in the Agreement and the General Terms and Conditions of Delivery are contradicting, the provisions in the Agreement takes precedence.
- 2.6. When executing the Agreement Kooi is obliged to provide the care that can be reasonably expected of it under the given circumstances. Kooi will make every effort to execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. The Service to be provided by Kooi is at all times an obligation of effort and not an obligation of result.

3. Offers and the Agreement

- 3.1. All offers of Kooi are not binding until signed. The offers of Kooi may not be reproduced or made available to third parties without the permission of Kooi.
- 3.2. The offer is valid for two weeks from the date of its issue.
Agreements (and amendments thereto) are concluded by written or electronic confirmation of (an authorized employee of) Kooi.
The invoice is deemed to represent the Agreement accurately and completely in cases where there are no offers or confirmations sent due to its nature and scope,
- 3.3. Documentations provided by or on behalf of Kooi upon entering into or after the conclusion of the Agreement, including advice, are subject to confirmation, unless otherwise stated.
- 3.4. The Agreement between Kooi and the Co-Contracting Party is valid for an indefinite period, unless otherwise agreed. The signing parties are entitled to terminate the Agreement in writing (an e-mail is sufficient), with due observance of a notice period of two months.
- 3.5. An Agreement for a definite period shall be automatically extended for successive periods of the same duration as the Initial Term, unless either Party gives written notice (an e-mail is sufficient) to the other to terminate this Agreement no later than seven days prior to the end of the Initial Term or the Extended Term whichever is applicable.
- 3.6. In case of termination pursuant to article 3.5 Kooi is entitled to the full value of the agreed amount, subject to a minimum of € 1,000 excluding VAT, or a compensation for the remaining term of the Agreement based on the total lease price increased by the costs incurred as a result of the non-completion of the Agreement. Kooi will send the Co-Contracting Party the final billing statement with the itemized charges and computation thereof .
- 3.7. Kooi may contract third parties, as it deems necessary, for the proper execution of the Agreement. The costs of this will be charged to the Co-Contracting Party. If possible and/or if necessary, Kooi will consult with the Co-Contracting Party regarding this matter.

4. Prices, Changes, and Additional Work

- 4.1. All prices stated in the offer of Kooi are in euros (€) and are gross amounts, excluding applicable taxes and duties (such as sales, environmental, import and export taxes), unless otherwise stated and/or agreed. Kooi is authorized to index the effective prices and rates annually, according to the HICP-Index (<https://ec.europa.eu/eurostat/web/hicp/data/main-tables>).
- 4.2. The prices and other terms are based on the type and scope of the Service to be provided as stated in the offer. In the case of partial orders, Kooi is entitled to revise the prices and terms stated in the offer. In all cases full weeks will be invoiced.
- 4.3. Kooi has the right to, without prior notice to or consultation with the Co-Contracting Party, but in adherence to the principles of reasonableness and fairness, replace items and/or carry out changes in the agreed Service or carry out additional work, if it deems such is necessary for the proper and skilful rendering of the agreed Service or if such is necessary on account of new or revised applicable (government) regulations.
- 4.4. Kooi has the right to charge its additional work separately. Additional work is taken to mean anything provided, added and/or presented by Kooi on top of the quantities and/or activities specified in the Agreement.

5. Payment

- 5.1. Payment has to be fulfilled within 30 days after the invoice date, unless otherwise is agreed in writing, failure of which will automatically put the Co-Contracting Party in default by operation of law, without any warning or prior notice of default being required.

- 5.2. In the event that the Co-Contracting Party fails to pay the amount owed to Kooi in a timely manner, an interest of 5% per month will be charged against the principal (invoiced) amount from the due date of the invoice until the date of full payment. A fraction of a month will be computed as one full month.
- 5.3. Kooi is entitled to the judicial and extrajudicial expenses incurred during the collection of a claim from the Co-Contracting Party. The extrajudicial expenses amount to at least 15% of the invoiced amount(s), subject to a minimum of € 1,000 exclusive of VAT.
- 5.4. Kooi has the right to demand an advance payment or a security payment from the Co-Contracting Party prior to the delivery. Kooi maintains this right during the term of the Agreement and follow-up agreements. If the Co-Contracting Party fails to comply with the request for an advance payment or security payment, Kooi has the right to dissolve the Agreement, in which case Kooi is entitled to compensation. The Co-Contracting Party cannot invoke any rights emanating from the Agreement, unless the requested advance payment or security payment has been made.
- 5.5. The Co-Contracting Party is obliged to immediately report inaccuracies in payment details provided by Kooi.
- 5.6. Without the explicit permission of Kooi, the Co-Contracting Party has no right to suspend, offset and/or compensate for its payment obligation(s) towards Kooi with a claim from another party on Kooi, for any reason whatsoever. The Co-Contracting Party cannot invoke the right of retention against Kooi.
- 5.7. If the Co-Contracting Party is in default of a payment owed by it to Kooi and/or if the Co-Contracting Party fails to meet any obligation arising from the Agreement and/or these Terms and Conditions of Delivery, all claims of Kooi on the Co-Contracting Party are immediately due and payable, without any additional notice of default being required. In such a case, Kooi has the right to suspend (further) compliance with the Agreement concluded with the Co-Contracting Party.
- 5.8. Payments made by or by order of the Co-Contracting Party respectively covers open credits in the following order: 1. the extrajudicial expenses, 2. the judicial expenses, 3. the interests, and finally, in the order of oldest to the latest 4. the principal amount, regardless of the Co-Contracting Party's instructions to the contrary.

6. Delivery, Delivery Period and Risk Transfer

- 6.1. Deliveries can be made "Ex Works" (location is predetermined) or "DAP" (Delivered at Place), in accordance with the most recent ICC Incoterms, as determined in the Agreement. When no type of delivery has been stated or determined in the Agreement, Ex Works is the default.
- 6.2. The terms of the delivery of goods specified by Kooi are only approximations and should not be interpreted as fixed terms, unless the contrary has been expressly agreed upon in writing.
- 6.3. In the event that the fixed terms for the delivery are not met, or in the event of default after a notice, the Co-Contracting Party is not entitled to compensation and/or non-compliance with any obligation arising from the Agreement, but only the choice to demand compliance within a reasonable term set by the Co-Contracting Party, or to dissolve the Agreement in respect of the part that which is not yet carried out or fulfilled.
- 6.4. Kooi has the right to make partial deliveries, which can be invoiced by Kooi separately. In such a case, the Co-Contracting Party must pay in accordance with the provisions in these Terms and Conditions of Delivery.
- 6.5. In case of force majeure, as well as if a delay has been caused by the whether culpable act or omission of the Co-Contracting Party or a third party, the delivery period will be extended by at least the duration of the delay.

- 6.6. From the date of delivery, the goods delivered are at the expense and risk of the Co-Contracting Party.

7. Complaints

- 7.1. The Co-Contracting Party has the obligation to thoroughly examine the goods upon delivery. If the Co-Contracting Party finds any visible defects or shortcomings, the Co-Contracting Party must notify Kooi of these findings in writing, immediately after the examination has been completed. Failure to do so will mean that the Co-Contracting Party has accepted the goods delivered in perfect condition. Any claim thereafter against Kooi regarding visible defects or shortcomings will lapse.
- 7.2. The Co-Contracting Party must notify Kooi in writing regarding complaints on non-visible defects or shortcomings of the goods delivered within 8 days after the discovery of such. Failure to do so will mean that the Co-Contracting Party has received and have a fully operational and in perfect condition product. Any claim thereafter against Kooi on the basis of non-visible defects or shortcomings will lapse.
- 7.3. Complaints relating to invoices of Kooi must be filed in writing within 8 days from the invoice date. Failure to do so will mean that the invoice is deemed to be correct and complete. Any claim thereafter against Kooi in relation hereto will lapse.
- 7.4. Minor deviations in design and/or quantities and/or quality which are customary or normal in the sector of the goods/items concerned, shall never constitute as grounds for complaints.
- 7.5. A standing complaint filed by the Co-Contracting Party regarding a specific delivery of goods does not suspend the (payment) obligations of the Co-Contracting Party for the said delivery, and any other deliveries, and does not give the Co-Contracting Party the right to offset or balance out outstanding payables.
- 7.6. Any claim of the Co-Contracting Party, including claims for damages or repairs or replacements of items and/or the delivery of a missing part lapses if the flaw, defect, or damage were reported outside of the established reporting protocols, and in any case one year after delivery, unless Parties have agreed on another term.

8. Liability

- 8.1. Limitations stated in this article apply to possible liability of Kooi, whereby each limitation applies without prejudice to the other limitations of the liability of Kooi specified in this article or otherwise in these Terms and Conditions of Delivery.
- 8.2. Kooi is not liable for any damages caused by incorrect and/or incomplete information provided by or on behalf of the Co-Contracting Party.
- 8.3. Kooi is not liable for the actual security of the Co-Contracting Party and/or the locations and/or the property of the Co-Contracting Party. The only function of the Surveillance Installation is to generate Signals within its technical possibilities and communicate these to the Control Room, while the only function of the Control Room is the signaling of the received Signals. The conclusion of an agreement with Kooi in respect of a Service does not give the Co-Contracting Party any guarantee that burglary, fire and/or other causes of damage are prevented or actually detected and communicated to the Control Room.
- 8.4. Kooi is in no case liable if the Co-Contracting Party failed to follow the advice and/or instructions given by Kooi and/or the third parties contracted by it, or failed to follow them fully and/or properly.
- 8.5. Kooi is not liable for any consequences of malfunctions, defects or other shortcomings in the telecommunications connection or energy supply, which may result to, but not limited to, either or all of the following: Signals not being received, received too late and/or faulty Signals are being transmitted to the Control Room.

- 8.6. Any Signals which have been received by the Control Room after the date of termination of the Agreement between Kooi and the Co-Contracting Party, will not be examined nor monitored because the duty of Kooi has then lapsed. Kooi accepts no liability whatsoever regarding these Signals.
- 8.7. The liability of Kooi is limited to repairing the item or the re-performance of the Service provided or the replacement of the item provided within a reasonable period of time after a malfunction or shortcoming has been reported or was detected.
- 8.8. The liability of Kooi is limited to compensation of only the direct damage as a result of an attributable shortcoming in the fulfilment of an Agreement. Direct loss is exclusively taken to mean the reasonable costs to restore the faulty item or Service in accordance with the Agreement. Kooi is not liable for any form of indirect loss, including, but not limited to, consequential loss, for example consisting of costs of removal or re-installation or assembly of the items, direct or indirect trading loss, business interruption loss, delay in the construction, loss of orders, loss of profit and processing costs.
- 8.9. Should Kooi be liable for any damages, the liability is limited to the value of the invoice of the defective item or the value of the Service, subject to a maximum of € 10,000 per claim.
- 8.10. Kooi shall not be liable for advice or assistance that is not required for the scope of work under this Contract.
- 8.11. The Co-Contracting Party indemnifies Kooi against all claims from third parties, regardless of their denomination, that are related to the item or Service provided by Kooi to the Co-Contracting Party.
- 8.12. The limitations liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Kooi or its personnel.

9. Guarantee

- 9.1. Kooi provides the same guarantee that it receives from its own suppliers for the Surveillance Installation. The guarantee is valid for the duration of the period set by its suppliers, unless the Parties have otherwise agreed.
The guarantee referred to in this article means that Kooi will deliver the parts or the Surveillance Installation as a whole. This guarantee does not oblige Kooi to credit invoiced amounts.
- 9.2. The guarantee referred to in this article only applies if the Co-Contracting Party has fulfilled all its payment obligations towards Kooi.
- 9.3. Any form of guarantee will lapse if a defect has been caused as a result of or arising from improper use of the Surveillance Installation or improper storage by the Co-Contracting Party and/or by third parties when, without the written permission of Kooi, the Co-Contracting Party or third parties have tampered with or sought to tamper with the Surveillance Installation, added other objects to it that should not be added, or if they were processed in a manner other than prescribed.
- 9.4. The Co-Contracting Party is not entitled to claim guarantee if the defect or damage is caused by or is the result of circumstances beyond the control of Kooi, including but not limited to weather conditions (such as but not limited to excessive precipitation or temperatures) and such others.
- 9.5. After the guarantee period has lapsed, all costs of repair or replacement, including administrative costs, forwarding costs and call-out charges will be charged to the Co-Contracting Party.

10. Retention of Ownership

- 10.1. Under the Agreement between Kooi and the Co-Contracting Party, all items delivered by Kooi remain the property of Kooi until the date of full payment of all receivables of Kooi. This also includes interests and costs of claims arising from the Co-Contracting Party's failure to comply with such an Agreement. The ownership will be passed on to the Co-Contracting Party only when it has paid all claims made by Kooi including those arising from other deliveries, in full. The Co-Contracting Party is not permitted to invoke the right of retention for the costs of safekeeping or to offset these costs against the performance owed to it. The Co-Contracting Party must ensure the safety of and must secure an insurance for the delivered goods, subject to retention of ownership, against theft, fire, lightning, explosion and water damages.
- 10.2. The Co-Contracting Party is not entitled to, the items subject to the retention of ownership, fully or partially alienate, extend lease to third parties, give for use by other persons or entities, and to pledge or otherwise encumber for the benefit of third parties except in the context of its ordinary conduct of business. In case of a violation to this provision, the outstanding payables, regardless of the terms of payment, are directly due in full. In the event of a re-sale, the Co-Contracting Party cedes to Kooi all rights arising from the re-sale to collect the purchase price when the Agreement is concluded.
- 10.3. Without prejudice to its other rights, Kooi is irrevocably authorized by the Co-Contracting Party to access its location in the event that the Co-Contracting Party fails to fulfil its obligations towards Kooi, without any notice of default or judicial intervention, and take back the items or goods Kooi has delivered and which are its property .
- 10.4. In the event of a writ of seizure, provisional suspension of payments, debt rescheduling or insolvency, the Co-Contracting Party is obliged to immediately point out the rights of ownership of Kooi to the executing bailiff, administrator or the insolvency practitioner.

11. Intellectual property, industrial property and software

- 11.1. All (information contained in) offers, drafts, designs, images, software, documents, drawings, etc. and the associated rights of industrial and intellectual property and/or equivalent rights (hereinafter: "the intellectual property rights") made available by Kooi or manufactured by, on behalf of or by order of Kooi or otherwise obtained or emerged in the context of the Agreement, rest with Kooi since the inception of these rights. The intellectual property rights are and will remain the property of and rests with Kooi, even if costs are charged by the Co-Contracting Party for the manufacturing thereof. Insofar as necessary the Co-Contracting Party hereby transfers all property rights as mentioned in this article irrevocably and free of charge to Kooi, which accepts these property rights. Insofar as a formality is required for this, the Co-Contracting Party will give its full cooperation to establishing this formality. The Co-Contracting Party is not permitted to copy (parts of) the intellectual property rights, make them available to third parties or allow third parties to inspect them and/or disclose the contents thereof to third parties, to multiply, publish and imitate them, unless Kooi has granted its permission in writing.
- 11.2. To the extent that software and/or documentation are supplied with, or have been embedded in a product, the intellectual property rights of the software will remain with Kooi. The Co-Contracting Party can sell items originating from Kooi only under the trademark, the logo, the trade name of Kooi, and in accordance with the specifications including the items delivered to the Co-Contracting Party. The Co-Contracting Party is not permitted to alter the quality of the items and services purchased by Kooi, including the labelling, printing, and instructions. The trademarks, type and identification numbers and signs on the items delivered are not to be removed, damaged or changed. The guarantee clause of article 9 is not applicable to items of which the identification numbers are missing or are illegible.

- 11.3. The Agreement contains no transfer of the intellectual property rights as part of the transfer of objects or services to the Co-Contracting Party. The Co-Contracting Party will promptly notify Kooi in writing if the Co-Contracting Party were to establish infringements upon the intellectual property rights, lay claim to the rights of the intellectual property, or argue that one or more of the intellectual property rights infringe upon its rights. Kooi reserves the right to check the use of the intellectual property rights and to discontinue the use with immediate effect at its own discretion. The Co-Contracting Party will give its full cooperation in that case.
- 11.4. Kooi does not guarantee that the objects delivered to the Co-Contracting Party do not infringe upon any written or unwritten intellectual property right of third parties.
- 11.5. The Co-Contracting Party is not permitted:
- to modify, adjust, alter or convert software that has been embedded in or provided by Kooi or to create derived products or services of Kooi, in the broadest sense;
 - to assign, (sub)licence, lease, loan, transfer, disclose or otherwise make software available to a third party, in the broadest sense;
 - to combine the software provided and the intellectual property rights with or include them in other software without the written permission of Kooi, and/or;
 - to reverse assemble, decompile, disassemble, or otherwise deduce the source code from the software, without the explicit written permission of Kooi.
- 11.6. In the event of a violation to the provisions in this article by the Co-Contracting Party, the Co-Contracting Party forfeits to Kooi an immediately due and non-mitigating fine of €5,000.00 per violation, without prior notice of default from Kooi being required.

12. Force Majeure

- 12.1. In the event of a force majeure, Kooi is entitled – at its discretion – to either suspend the execution of the Agreement for the duration of the force majeure, or to dissolve the Agreement in full or in part, without judicial intervention and without Kooi being bound to pay any damages for that reason.
- 12.2. Force majeure is understood to mean any circumstances beyond the control of Kooi – even if it could be foreseen at the time that the Agreement was concluded – which permanently or temporarily impedes or burdens the fulfilment of the Agreement, as well as, insofar as not yet included herein, war, pandemic, cybercrimes, scarcity of materials, equipment, working materials, supplies necessary to Kooi, lack of workers and/or personnel, strikes, days not worked because of (extreme) weather conditions (such as heavy winds) and other similar events and/or serious disruptions at the company of Kooi or one of its suppliers. This applies regardless of whether the circumstances causing the force majeure takes place in the Netherlands or abroad.

13. Suspension and Dissolution

- 13.1. Kooi is entitled to either suspend the execution of the Agreement or dissolve the Agreement in full or in part without notice of default and without judicial intervention, without being held to pay any damages or provide any guarantee and notwithstanding its rights, in the following cases listed below:
- If the Co-Contracting Party fails to fulfil any obligation arising from the Agreement concluded with Kooi, an Agreement affiliated thereto or the Terms and Conditions of Delivery;
 - If there is good reason to doubt the capacity of the Co-Contracting Party to fulfil its obligations towards Kooi;

- in case of insolvency, debt rescheduling, suspension of payments, stoppage, liquidation, placement under guardianship or full or partial transfer of the company of the Co-Contracting Party including the transfer of part of its receivables.
- 13.2. In each of the cases listed under article 13.1, all claims that Kooi have against on the Co-Contracting Party are immediately due in full, the Co-Contracting Party is obliged to immediately return the property of Kooi and Kooi is entitled to access the areas and buildings of the Co-Contracting Party, in order to take back its property. All costs incurred and losses suffered by Kooi as a consequence thereof are at the expense of the Co-Contracting Party.

14. Applicable Law and Disputes

- 14.1. All legal relationships between Kooi and the Co-Contracting Party are governed by the law of the Netherlands. The applicability of the Vienna Sales Convention and foreign legislation is expressly excluded.
- 14.2. The Dutch context of the Terms and Conditions of Delivery is the reference for the interpretation thereof.
- 14.3. Any disputes arising from or connected to the Agreement(s) and/or these Terms and Conditions of Delivery is subject to the judgment of a competent court in Leeuwarden, the district of Noord-Nederland.

B. EXECUTION OF THE AGREEMENT

15. Applicability

- 15.1. Section B ("SERVICES / EXECUTING ORDERS") is applicable to requests, offers and Agreements pertaining to the services and the execution of orders by Kooi.
- 15.2. Section A ("GENERAL / SALE") and section C ("LEASE") fully apply to the aforementioned requests, offers and Agreements, unless Section B or the Agreement expressly deviate from it.

16. The Surveillance Installation

- 16.1. Kooi is the owner of the Surveillance Installation, unless Parties have agreed on the contrary in writing.
- 16.2. The Co-Contracting Party is not permitted to pledge, encumber, lease or otherwise give in use or make available the Surveillance Installation, or to transfer the rights and obligations arising from the Agreement to third parties.
The Co-Contracting Party guarantees that the Surveillance Installation is not connected in any way to movable or immovable property so that accession, mixing/blending or business formation can take place, nor that the Surveillance Installation can form part of other movable or immovable property.
- 16.3. The Co-Contracting Party is obliged to duly take appropriate measures to prevent damage to, in or by the Surveillance Installation due to frost, precipitation, storm, other weather conditions, short-circuit, fire, leakage, and the like. If any of the aforementioned damages is caused, the Co-Contracting Party must notify Kooi immediately. In such a case, the Co-Contracting Party is fully liable to Kooi and affected third parties. The Co-Contracting Party indemnifies Kooi against any claims of third parties.
- 16.4. The Co-Contracting Party should always enable Kooi, or a person authorized for that purpose by Kooi, to inspect the Surveillance Installation. The Co-Contracting Party must give Kooi, or an authorized agent of Kooi, free access to the business space or the location, and allow the inspection of all documents pertaining to the Surveillance Installation.

17. Use of Surveillance Installation

- 17.1. The Co-Contracting Party is obliged to provide, at its own expense and risk, the network connection necessary for the Surveillance Installation, including, but not limited to, power supply, phone, Internet, UMTS, DSL, or broadband connection.
- 17.2. The Co-Contracting Party is obliged to use the Surveillance Installation in a correct manner in conformity with the intended purpose, in accordance with the guidelines and statutory rules applicable to the Surveillance Installation, and to keep it in good condition, insofar as it is required to do so on the basis of the Agreement.
- 17.3. To enable the proper execution of the Agreement by Kooi, the Co-Contracting Party must always provide all the requested data and information, and the necessary cooperation to Kooi in a timely manner.

18. The Control Room

- 18.1. In the Control Room, Signals of the Surveillance Installation are received and processed in order to subsequently warn the concerned persons and/or provide the necessary Service.
- 18.2. Kooi will analyse and process the Signal only when it has been received error-free in the Control Room of Kooi.
- 18.3. The Control Room exclusively alerts people in conformity with the written instructions provided by the Co-Contracting Party. For this purpose, Kooi observes the order stated by the Co-Contracting Party as much as possible.
- 18.4. If the Signals registered by the Control Room differs from the data registered by the Surveillance Installation, the Signals registered by the Control Room will be decisive in case of a dispute.
- 18.5. The quality of the Signals of the Surveillance Installation can be adversely affected by external factors that are not attributable to Kooi. This includes the quality of the connection between the Surveillance Installation and the object or area being monitored, and the Control Room where the Signals are being received, and poor atmospheric conditions and lighting. As a result, the accuracy and completeness of the surveillance can never be guaranteed by Kooi.

19. Other mutual obligations

- 19.1. The Co-Contracting Party undertakes the following:
 - if Signals are caused by the Co-Contracting Party, to promptly notify Kooi on the matter;
 - to immediately notify Kooi in writing of any circumstances that may disrupt the proper functioning of the Surveillance Installation (such as defects or power failure);
 - to meet all technical and administrative conditions used by Kooi;
 - to obtain and maintain sufficient knowledge about applicable statutory clauses or measures taken by the authorities, including the obligation to provide the proper licenses applicable to the location.

20. Privacy and Data Processing

- 20.1. The registered Signals received in the Control Room will be stored by Kooi to a limited extent. The storage of these Signals is in accordance with existing laws and regulations.
- 20.2. The Co-Contracting Party indemnifies Kooi against any claims of persons whose personal data have been registered or are processed in the context of a registration of personal data kept by the Co-Contracting Party or for which the Co-Contracting Party is otherwise responsible under the law, unless the Co-Contracting Party proves that the facts serving as the basis for the claim are exclusively attributable to Kooi.

- 20.3. The responsibility for the (personal) data processed by using the Service provided by Kooi lies exclusively on the Co-Contracting Party. The Co-Contracting Party guarantees to Kooi that the contents, the use and/or the processing of the (personal) data are not unlawful and do not infringe any rights of a third party and are in accordance with the existing laws and regulations, including but not limited to the General Data Protection Regulation ((EU) 2016/679). The Co-Contracting Party indemnifies Kooi against any claims of third parties, for any reason whatsoever, in connection with these (personal) data or the execution of the Agreement.

C. LEASE

21. Applicability

- 21.1. Section C ("LEASE") is applicable to all requests, offers and Agreements pertaining to the lease of items (equipment) and/or personnel by Kooi. This also covers the lease of items (equipment) and/or personnel of third parties by Kooi.
- 21.2. Section A ("GENERAL / SALE") and section B ("SERVICES / EXECUTION OF ORDERS") apply in full to the aforementioned requests, offers and Agreements, unless Section C or the Agreement explicitly deviate from it.

22. Damage, Maintenance, and Theft

- 22.1. During the term of the Agreement, the Co-Contracting Party carries all the risks attributable to the Surveillance Installation, including the risk of theft, embezzlement or loss. This is also applicable for cases where the Co-Contracting Party is not at fault.
- 22.2. The malfunctions of the Surveillance Installation will be resolved by Kooi within a reasonable term, unless this is not possible due to force majeure, including, but not limited to, power failure and/or disturbance of the phone, Internet, UMTS, DSL or broadband connection. Kooi is entitled to compensation and therefore make charges for the services rendered and the parts replaced to the account of the Co-Contracting Party.
- 22.3. Any damages caused to the Surveillance Installation must be reported by the Co-Contracting Party to Kooi immediately, or within one working day after it was discovered.
- 22.4. The Co-Contracting Party must adequately protect and insure the Surveillance Installation against fire, theft, vandalism, collision, vermin, flooding, storm and other weather conditions that can have negative effect to the Surveillance Installation.
- 22.5. Except for damages due to normal wear and tear, damages to the Surveillance Installation will be repaired or replaced at the expense of the Co-Contracting Party. The Co-Contracting Party is obliged to permit repair and replacement of the Surveillance Installation without being entitled to non-payment of rental or to compensation for the inconvenience, time lost, replacement or otherwise. The Co-Contracting Party is liable for the damages suffered by Kooi resulting from the damage to the Surveillance Installation, such as but not limited to: surveyor's fees, trading loss/consequential loss, etc., regardless of whether the damage is caused by the Co-Contracting Party, a third party, or force majeure.
- 22.6. In the event of theft or loss of the Surveillance Installation, the Co-Contracting Party must report this to Kooi and the police within one working day after discovering the theft. The Co-Contracting Party must also submit a copy of the official record of burglary to Kooi. The Co-Contracting Party is liable for the damages suffered by Kooi due to theft or loss of the Surveillance Installation, such as but not limited to: surveyor's fees, trading loss/consequential loss, etc., regardless of whether the loss was caused by the Co-Contracting Party, a third party or force majeure.

23. Termination

- 23.1. The Co-Contracting Party is entitled to terminate the Agreement (concerning the lease) prior to the lease period in writing (an e-mail is sufficient), unless the contrary has been agreed upon in the Agreement.
- 23.2. If the Co-Contracting Party terminates the Agreement (concerning the lease), the Co-Contracting Party will be held liable for the following compensation:
 - In case of termination of up to 30 days prior to the commencement date of the lease 15% of the total rental price;
 - In case of termination of up to 14 days prior to the commencement date of the lease 50% of the total rental price;
 - In case of termination of up to 7 days prior to the commencement date of the lease 75% of the total rental price;
 - In case of termination of up to 2 days prior to the commencement date of the lease 90% of the total rental price;
 - In case of termination within 2 days prior to the commencement date of the lease 100% of the total rental price.
- 23.3. If the Co-Contracting Party in other cases than those stated in this article terminates the Agreement, it will owe 25% of the agreed amount plus VAT, subject to a minimum of € 1,000.00 exclusive of VAT.
- 23.4. Termination is not possible for properties that have been damaged, used or become unfit for sale or lease.

24. Termination and Return

- 24.1. In the event of the termination of the Agreement, for any reason whatsoever, Kooi is authorized to seize the Surveillance Installation without any notice of default and/or judicial intervention and to access the premises where it is located. Any costs relating hereto are at the expense and risk of the Co-Contracting Party.
- 24.2. The risks attributable to the Surveillance Installation will be transferred back to Kooi after it has been picked up and/or received by Kooi. When picking up and/or receiving the Surveillance Installation Kooi will inspect the condition of the Surveillance Installation. Any damages, losses and/or contaminations found during the inspection will be charged to the Co-Contracting Party.