

Terms and Conditions for Deliveries and Services of PeriGuard GmbH

[formerly Perimeter Protection Germany GmbH; August 2017]

1. Applicability of these terms and conditions

- 1.1. These terms and conditions apply exclusively to business customers, including entrepreneurs, legal entities under public law, or special funds under public law. They do not apply to consumers.
- 1.2. The following general terms and conditions ("Conditions") for deliveries and services of PeriGuard GmbH apply to all deliveries and services of PeriGuard GmbH (hereinafter "PeriGuard"), in particular the sale of goods (hereinafter "Delivery"), services such as consulting, planning and assembly (hereinafter "Service") and for the production of a work (hereinafter "Work Performance"). Services and Work Performance are hereinafter collectively referred to as "Performance". These conditions also apply to all future transactions with the customer.
- 1.3. The PeriGuard conditions are exclusive applicable. Differing or contrary conditions of the customer, particularly purchase, business, and payment terms, are not recognized by PeriGuard, even if it has not expressly objected to them. Conflicting or deviating conditions of the customer also shall not apply if PeriGuard performs deliveries or other services without reservation.
- 1.4. Changes to these conditions must be made by written agreement.

2. Conclusion of the contract

- 2.1. PeriGuard offers are always subject to confirmation. A contract is only concluded through a written order confirmation from PeriGuard or by a written agreement between the parties.
- 2.2. Only the purchaser and recipient of the order confirmation is a party to the contract, and thereby agrees to receive and pay the invoice.
- 2.3. If the booking/order from a customer constitutes a binding offer of contract (§ 145 BGB), the customer is bound to this offer for a period of at least 2 (two) weeks following receipt of the offer by PeriGuard.
- 2.4. PeriGuard has the right to assign their claims against the Purchaser to a third party.

3. Provision of documents

- 3.1. PeriGuard reserves ownership and copyright of all illustrations, calculations, computations, drawings and other documents. These may not be disclosed to third parties without the express written consent of PeriGuard and must be kept secret from them. They shall be used exclusively for the purposes specified in the contract. On completion of a contract or if no contract is entered into the customer shall immediately on request of PeriGuard return all documents.
- 3.2. The customer is liable for the accuracy of the documents it provides, in particular drawings, samples and planning

specifications. In case of delayed or incomplete provision of documents by the customer, PeriGuard reserves the right to claim breach of contract and other rights.

- 3.3. Should the intellectual property rights of third parties be violated by deliveries or services provided by PeriGuard according to drawings, samples or other information provided by the customer, the customer shall indemnify PeriGuard against all claims.

4. Preparatory work

- 4.1. If the delivered goods are installed by PeriGuard at the customer or at a location specified by the customer or if the work is produced there, the customer shall ensure in good time that all necessary facilities are available on time and shall complete the necessary preparatory work. Unless PeriGuard has expressly assumed responsibility for the following, the customer shall ensure in particular that:
 - preparatory work is performed according to the specifications and sketches provided by PeriGuard,
 - there is adequate access to the installation site and access routes are suitable for transportation,
 - the foundation of the installation site is sufficiently resilient,
 - PeriGuard's staff are able to work outside normal working hours if PeriGuard provides sufficient advance notice,
 - PeriGuard's staff are informed of the applicable safety regulations at the installation site and no unreasonable working conditions are present (unhealthy or dangerous environment),
 - adequate housing and access to sanitary systems is ensured,
 - the delivered goods, tools and other equipment are protected against theft and weather and can be stored appropriately,
 - the crane, lifting, transportation and other equipment and tools selected by PeriGuard will be ready on time.
- 4.2. If the customer fails to fully meet one or more of these obligations, PeriGuard shall be entitled to fulfil these obligations itself or via a third party or to discontinue its performance completely or partially. Additional costs arising from non-compliance with this obligation shall be borne by the customer and shall be calculated according to PeriGuard's standard rates for materials and labour and the actual costs incurred for third parties.

5. Delivery/services

- 5.1. Regarding the extent and characteristics of the goods/services, the order confirmation of PeriGuard or the contractual agreement between the parties shall be decisive.
- 5.2. Delivery dates are measured from the date of receipt of a confirmation of order by PeriGuard. To the extent no confirmation is received such confirmation is assumed to be given five day after receipt of an order by PeriGuard subject to all details of the services or goods being delivered having being clarified in particular but not limited to, advance payment, completion of official formalities,

Terms and Conditions for Deliveries and Services of PeriGuard GmbH

[formerly Perimeter Protection Germany GmbH; August 2017]

provision of agreed safety materials and all other information or cooperation required from the customer for delivery. .

- 5.3. Delivery dates or deadlines shall be deemed met if the delivery item left the plant/warehouse or readiness for dispatch was communicated to the customer at the appointed time.
- 5.4. Performance deadlines shall be deemed met if PeriGuard provides the services at the agreed place of performance. For the performance of work, the performance period shall be deemed complied with if the work has been offered to the customer for acceptance at the agreed location and with no significant defects. The customer is obligated to accept goods if the goods are acceptable and ready for acceptance.
- 5.5. In particular, deadlines shall be extended or postponed by the period of delay, if:
 - PeriGuard does not receive the information required for the execution of the booking/order on time,
 - the delay is caused by the customer and not PeriGuard, for example, the customer fails to make advance payments or fails to perform cooperative acts or performs them inadequately,
 - subsequent amendments to the contract are agreed,
 - PeriGuard is prevented from fulfilling its obligations due to force majeure, strikes, war, natural disasters or similar reasons - regardless of whether they interfere with PeriGuard directly or with its suppliers - that PeriGuard is unable to avoid in spite of taking due care, especially official actions, operational breakdowns, labour disputes, delays in delivery of essential raw and auxiliary materials, semi-finished or finished products and power supply difficulties. If, due to the aforementioned events, delivery or performance is rendered impossible or unreasonable, PeriGuard shall be released from its delivery obligation. PeriGuard is entitled in these circumstances to cancel the contract. This also applies if the aforementioned events occur during a delay in delivery/performance. PeriGuard shall communicate the occurrence of the aforementioned events to the customer without delay.
- 5.6. Compliance with delivery deadlines is subject to timely and correct delivery by PeriGuard's suppliers. Subject to informing the customer in writing PeriGuard shall be entitled to rescind the contract if deliveries are not made by its own suppliers or are incorrect or late. Unless a guarantee was given regarding delivery or all risks of delivery were agreed to be for the account of PeriGuard.
- 5.7. If the customer defaults on acceptance or violates other obligations, PeriGuard shall be entitled to demand compensation for damages incurred by it as a result, including any additional expenses. It reserves the right to further claims. If the conditions of sentence 1 are fulfilled, the risk of accidental loss or accidental deterioration of the delivery item shall transfer to the customer from the moment when it defaults with regard to acceptance or payment.

6. Prices

- 6.1. Unless otherwise agreed, all prices for deliveries/services are ex works or ex warehouse and not including taxes. In addition charges may be incurred for transportation, packaging, uploading, assembly, other ancillary costs and costs of insurance which shall be payable by the customer and shall be calculated on the day the invoice is calculated adding any applicable taxes including but not limited to VAT as applicable and due at such time. , such as costs for packaging, transport, unloading, assembly etc.
- 6.2. Unless otherwise agreed, performances rendered by PeriGuard are subject to the standard service rates and material costs applicable on the day of performance. For overtime, night-time, Sunday and holiday work, the need for which is the responsibility of the customer, as well as for work under objectively severe conditions, surcharges under collective bargaining agreements shall be added to the effective wage. Unless otherwise agreed, travel costs shall be charged per kilometre and hour of driving, in accordance with the current price list.
- 6.3. All prices are net two months from order confirmation. If a delivery/performance period of more than two months is agreed, PeriGuard reserves the right to pass on to the customer to a reasonable extent price changes that occur in the meantime with respect to procurement, manufacturing, supply, installation or similar cost increases, including price changes. Adjustments due to changes in VAT can be made any time.

7. Payment terms

- 7.1. Unless otherwise agreed, one third of the agreed price shall be payable upon the conclusion of the contract, and one third after PeriGuard confirms readiness for dispatch of the delivery or essentials part thereof. The remaining payment shall be due upon delivery or upon acceptance for work performances. Services shall be charged upon completion of the work or daily.
- 7.2. Unless otherwise agreed, all invoices must be paid without any deductions within 30 days from the invoice date. The customer shall be in default if due payments are not made within 30 days after receipt of an invoice or a similar payment request. If the customer defaults on payments, PeriGuard shall be entitled to demand appropriate advance payments for other goods or services.
- 7.3. Bills of exchange will only be accepted by agreement and only for payment purposes. All related costs, in particular collection expenses and discount charges, shall be borne by the customer and shall be payable immediately. Bills of exchange will be accepted without warranty for correct presentation or protest. PeriGuard expressly reserves the right to reject bills of exchange.
- 7.4. In case of payment default - and also in the case of deferred payment - interest shall be paid at a rate of 9 percentage points above the then applicable base rate of the ECB. The

Terms and Conditions for Deliveries and Services of PeriGuard GmbH

[formerly Perimeter Protection Germany GmbH; August 2017]

assertion of further claims for losses due to default shall not be excluded as a result. If the Customer is delayed in paying for a claim, all other claims from the Customer can be declared due.

7.5. The customer shall be entitled to set-off rights only if its counterclaims have been found to be legally valid, are undisputed, or are recognized by PeriGuard. The customer shall have a right of retention only insofar as its counterclaim is based on the same contractual relationship and is not disputed. PeriGuard's set-off rights and retention rights remain unaffected.

7.6. All receivables of PeriGuard are immediately due, independently of the maturity of any accepted and credited bills of exchange, if the customer defaults with its payments or PeriGuard becomes aware of circumstances that could reduce the creditworthiness of the contracting party. In such a situation, PeriGuard shall also be entitled to provide any outstanding deliveries or services only against advance payment or security. If advance payments or security are not provided, even upon the expiry of a reasonable grace period, PeriGuard will be able to rescind the contract. PeriGuard retains the right to make further claims.

8. Place of performance/transfer of risk

8.1. The place of performance for all PeriGuard's deliveries is the location of the delivery item ready for shipping. The place of performance is PeriGuard's headquarters.

8.2. Unless otherwise specified in the order confirmation, delivery is agreed as delivery "ex works".

8.3. Use and risk - whatever the nature or form of the delivery - shall transfer to the customer when the delivery item leaves the PeriGuard factory or warehouse or if the customer has been notified of the readiness for dispatch. This shall also apply if PeriGuard has agreed to handle additional services, such as transportation and installation of the delivered item and also if, in an exceptional case, PeriGuard bears the costs thereof.

Before dispatch of the goods, the customer shall bear the risk of destruction, loss or damage to the delivered item with no fault on either side, if the customer requests that delivery of the item ready for shipment be made at a later date than planned. The risk shall then transfer to the customer at the end of the planned shipping day.

8.4. For a work performance, the risk shall transfer upon acceptance or at a time equivalent to acceptance.

9. Acceptance

For a work performance where customer acceptance is required, the following applies, unless otherwise agreed with the customer: Acceptance shall take place at the production site of work.

PeriGuard will communicate to the customer that the work is ready for acceptance and ask it to accept it at an appointed time during normal working hours. The customer shall be obliged to declare acceptance in writing if the work is of the agreed quality.

The costs of acceptance shall be borne by the customer, including PeriGuard staff costs. The customer shall ensure that any equipment and instruments necessary for the acceptance are available.

Acceptance may be refused only if adjustments made differ materially with respect to the agreed condition. This should be recorded. Insignificant deviations shall not entitle the customer to refuse acceptance. If the customer refuses to accept the work, although it is obliged to do so, acceptance shall be deemed to have nevertheless occurred. Acceptance may not be refused due to minor defaults.

Prior to acceptance, the customer shall not be authorized to make use or partial use of the work. If it nevertheless makes such use of the work, this shall be considered as acceptance.

10. Packaging and transport

10.1. The shipment of the delivery item shall be carried out by a transport provider chosen by PeriGuard. PeriGuard is not obliged to take out transport insurance. If the customer wishes to have transport insurance, PeriGuard will take out such insurance for the delivery. The customer shall bear the costs thereof.

10.2. Transportation and all other packaging in the meaning of the Packaging Ordinance will not be taken back. An exception to this are pallets. The customer is obliged to arrange for the disposal of the packaging at its own expense.

11. Defects and warranty

11.1. The information contained in PeriGuard's general product information or price lists are only binding insofar as reference is explicitly made to them in the order confirmation/contract.

11.2. The customer must inspect without delay the goods delivered and work performed, in particular regarding the agreed amount and quality. Complaints regarding defects shall only be considered if they communicated in writing to PeriGuard within 10 days from receipt of the delivery item or from the moment of when they become detectable. The notice must include a description of the defect. The customer shall lose the right to complain about a defect if it does not do so within the above deadlines.

11.3. If there is a defect, PeriGuard shall have the option to remedy the defect or deliver a replacement. As a rule, elimination shall be carried out at the place where the delivery item is situated for its intended use. However, PeriGuard may require that the faulty part or the delivery item be returned for the purpose of repair or replacement. If removal or installation requires special knowledge, PeriGuard shall be entitled to perform removal or installation itself or to have them performed. Additional costs arising from the fact that the delivered goods are transported to a place other than the selected place or the place of delivery shall be borne by the customer. Parts that have been replaced during defect correction shall become the property of PeriGuard.

Terms and Conditions for Deliveries and Services of PeriGuard GmbH

[formerly Perimeter Protection Germany GmbH; August 2017]

11.4. PeriGuard warrants - without providing a guarantee for this - that the delivered items do not violate the patents, other intellectual property rights or know-how of third parties, insofar as these rights are protected in Germany or insofar as the design was not prescribed by the customer.

If a third party makes legitimate claims against delivery items in relation to such patents, other intellectual property rights or know-how, PeriGuard shall choose whether to carry out subsequent performance by acquiring a license for the affected items or by supplying articles that are free of intellectual property rights. PeriGuard shall be entitled in such a situation to avoid the infringement of property rights through reasonable alternative designs with equivalent performance.

11.5. The mere implementation of the repair or replacement is no acknowledgment of the existence of the defect. If the limitation period is suspended by the subsequent performance, this shall apply only to the defective product, not to the rest of the equipment as a whole.

11.6. If the customer has complained of a defect and it turns out that such a defect does not exist for which PeriGuard is liable, the customer shall compensate PeriGuard for the investigation costs incurred.

11.7. If the defect cannot be eliminated or if further attempts at rectification are unreasonable for the customer or if replacement fails, the customer shall have the right to either withdraw from the contract or demand an appropriate reduction of the purchase price, according to its choice. Compensation and expense reimbursement claims remain unaffected, in accordance with Clause. 13.

11.8. Claims due to a defect shall not arise from natural wear or from damage resulting from faulty or negligent handling or installation by the customer, excessive strain, unsuitable equipment, electronic or electrical influences or similar. PeriGuard shall not be liable for defects that result from materials provided or designs prescribed by the customer.

11.9. All claims due to a defect shall expire by time limitation one year from the delivery/acceptance of the performance. Unless the goods are to be considered to be buildings under the German civil code (Gebäude) or unless any other special rights apply under the applicable civil code that may not be excluded by law.

12. Violation of the rights of third parties

The customer shall immediately inform PeriGuard in writing of any claims asserted by third parties due to infringement of property rights or because of other defects in the delivered items for which PeriGuard is liable, and shall act in connection with the necessary defence in consultation with PeriGuard and support PeriGuard in the defence to the best of its ability.

13. Liability

The liability of PeriGuard - for whatever legal reason in particular for any claims of the customer regarding damages or costs of replacement services or wasted staff time regardless of the legal grounds for such claim - is excluded. This limitation of liability shall however not apply to the extent liability cannot be limited or excluded by law as follows:

- for intent or gross negligence of PeriGuard, its legal representatives, employees or subcontractors,
- breach of essential contractual obligation. Whereby essential obligation shall only include such matters that are material to the fulfilment of the contract. Further essential shall include such matters that a customer reasonably was allowed to rely upon for completion of the contract.
- for the provision of a guarantee or fraudulent concealment of a defect,
- for loss of life or injury to the body or health, as well as for mandatory liability under statutory provisions, in particular under the Product Liability Act.

To the extent PeriGuard its legal representatives, employees or subcontractors are liable due to simple negligence even if this entails a breach of material obligations under the contract and to the extent none of the above exceptions apply then liability shall be limited to compensation for the foreseeable and typical losses.

The limitation of liability set out above applies to the fullest extent possible to any affiliates of or employees of any kind including directors and any other third parties assigned by PeriGuard with the fulfilment of an order.

14. Retention of title

14.1. Until full payment is made - for payment by check or bill of exchange until they are cashed - to PeriGuard for all receivables due to it from the business relationship with the customer, the delivered goods shall remain the property of PeriGuard (reserved goods).

14.2. The customer must until such time as ownership is transferred to the customer treat the goods with all due care. In particular the customer will at its own expense insure the goods against damages like fire, theft and water damages. If maintenance or inspection is required the customer shall in due course make sure this takes place at their expense.

14.3. The customer is entitled to resell the delivered goods in the ordinary course of business. In the case of resale, the customer already now assigns to PeriGuard the receivables that result from the resale against its customers in the value of the reserved goods (invoice total incl. VAT), with all ancillary rights.

14.4. Any working or processing of the reserved goods shall be carried out by the customer for PeriGuard and will not result in PeriGuard incurring any obligations. In the event of processing with other goods also under retention of title, PeriGuard shall acquire co-ownership of the new item in the ratio of the purchase price agreed between PeriGuard and the customer (invoice amount incl. VAT) to the purchase

Terms and Conditions for Deliveries and Services of PeriGuard GmbH

[formerly Perimeter Protection Germany GmbH; August 2017]

price of the other goods at the time of processing. The same conditions apply for the item created by processing as for the reserved goods.

14.5. If the reserved goods are inseparably mixed with other items, PeriGuard shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice amount incl. VAT) to the other mixed objects at the time of mixing. If the mixing is such that the customer's item is to be regarded as the main item, it is agreed that the customer transfers proportional co-ownership to PeriGuard. The customer shall safeguard the property thus created for PeriGuard.

14.6. The customer assigns to PeriGuard the claims that arise through the combination of the reserved goods with real property in order to secure the claims of PeriGuard against the customer.

14.7. The customer must immediately notify PeriGuard in writing of any interventions against the goods delivered under retention of title or the rights assigned to PeriGuard. If the third party is not able to reimburse PeriGuard for the judicial and extrajudicial costs of a legal action pursuant to §§ 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by PeriGuard.

14.8. PeriGuard is entitled to demand at any time the surrender of PeriGuard-owned or co-owned items if PeriGuard considers there is a risk of the customer failing to fulfil its obligations or if it violates its obligations. If PeriGuard takes back the goods, this shall not constitute withdrawal from the contract unless explicitly declared in writing by PeriGuard. Should PeriGuard seize the goods, this shall always constitute withdrawal from the contract. PeriGuard shall be entitled to sell the goods after taking them back. The proceeds therefrom shall be credited to the customer's liabilities, less reasonable utilisation costs.

14.9. The customer must make the necessary arrangements and issue all documents required by law so that the retention of title takes effect or other security is provided or maintained in favour of PeriGuard.

15. Severability

If any provision of these conditions or any provision of any other agreement is or becomes completely or partially invalid, this shall not affect the validity of all the other provisions of these conditions or those agreements. Ineffective components must be replaced by provisions that correspond to the original intent of the parties to the contract.

To the extent there is any inconsistency or disagreement on interpretation between the German version and this English translation of the general terms and conditions the German version shall prevail.

16. Applicable law and jurisdiction

16.1. All legal relationships between the customer and PeriGuard that arise in connection with this contract, whether based

on contract or tort law or any other legal basis, are governed exclusively by the laws of the Federal Republic of Germany.

16.2. The exclusive place of jurisdiction for all legal disputes between the customer and PeriGuard, also related to checks and bills of exchange, is the court competent for the registered office of PeriGuard. However, PeriGuard shall be entitled to sue the customer at its place of business.

16.3. The Customer shall pay all fees, costs and expenses that arise in conjunction with any legal prosecution successfully carried out against him outside of Germany.

[August 2017]