

## Terms of use

### UVEX Lone Worker System

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#### 1. Scope of application

The following terms of use apply exclusively to deliveries and services provided by the UVEX ARBEITSSCHUTZ GMBH (hereinafter referred to as 'UVEX') within the scope of the Lone Worker System. Any terms and conditions of the other contracting party that contradict or supplement these terms and conditions shall not become part of the contract, even if UVEX does not expressly object to them. Any deviations from these terms and conditions therefore require the express written consent of UVEX in all cases. The unconditional provision or acceptance of services does not constitute acceptance of third-party terms and conditions. These terms and conditions of use do not apply to consumers within the meaning of Section 13 BGB (German Civil Code). In addition, the following terms and conditions apply in the order listed in the version valid at the time of conclusion of the contract: (1) Special Terms and Conditions of the uvex group for Export Control, Embargoes and Sanctions, and (2) the uvex group's Terms and Conditions of Delivery and Payment if the customer is based in Germany, otherwise the International Terms & Conditions of Delivery and Payment of the uvex group. The terms and conditions are available for download at: <https://www.uvex-group.com/en/sale/>.

#### 2. Scope of services

UVEX shall supply the hardware specified in the offer (including emergency pagers/signal lights/smart soles and accessories) and provide the services described therein.

UVEX uses subcontractors for the following services:

- Moritz Fürst Sicherheitsdienst GmbH, Rathsbergstraße 26, 90411 Nürnberg (TotalGuard service package, device configurations),
- Swissphone Telecommunications GmbH, Industriestr. 51, 79194 Gundelfingen (Emergency pagers, Bluetooth beacons, accessories),
- TRAXxs SAS, 1300 route des Crêtes, Ecopolis M 06560 Sophia Antipolis – France (Smart-Sole, accessories).

UVEX performs a building inspection, i.e. functional testing and evaluation of the (indoor) localization, the installation of the Bluetooth beacons, as well as the commissioning and maintenance of the devices.

UVEX also provides 1st level support (simple inquiries with no technical requirements). More complex concerns are forwarded to the support of the manufacturers/service providers (2nd/3rd level).

#### 3. Obligations of the customer and conditions of use

The customer pays UVEX the fee specified in the offer.

If the customer uses the UVEX Lone Worker Protection SOS Mobile App to transmit emergency calls, a fully functional smartphone with various features is required, e.g. active connection to a GSM mobile network provider, motion and position sensor, Bluetooth and GPS. The terms of use stored in the app apply to its use. The customer shall always install and use the latest version of the app.

The customer is obliged to follow the operating instructions and other instructions. The customer shall check the functionality of the lone worker system by carrying out tests at appropriate intervals. The customer shall ensure that the telephone numbers they have provided or stored are correct. If the customer does not fulfil their obligations completely or in a timely manner, his claims for non-contractual performance shall lapse.

#### **4. Test phase**

Before purchasing hardware from the UVEX Lone Worker System, the customer has the option of completing a free trial period during which they can borrow various devices. The hardware borrowed is specified and listed in the offer.

The commissioning of the contractual items from the trial period will be recorded jointly. The free trial period ends one month after the commissioning protocol has been signed. The right to terminate the loan agreement for good cause within the meaning of No. 6 remains unaffected.

The customer undertakes to handle the test equipment provided with care. No modifications shall be made to the equipment. The test equipment shall only be used by the customer and shall not be handed over to third parties, either for a fee or free of charge.

The customer is fully liable for damage, loss or destruction of the test equipment. In such cases, UVEX must be informed immediately, at least in text form (by e-mail).

The customer must return the test equipment to UVEX at their own expense within 10 working days of the expiry of the loan agreement. Timely dispatch is sufficient to meet the deadline. If the equipment is not returned on time, the customer is obliged to pay UVEX compensation of EUR 200.00 per week or part thereof per device, up to a maximum of the value of the delayed device (EUR 995.00).

At the end of the trial period, the customer shall inform UVEX within one month whether and to what extent they wish to use items and services

from the Lone Worker Protection System. A notification in text form (by e-mail) to UVEX is sufficient for this purpose.

If the customer submits an order after the one-month period has expired, UVEX is entitled to update the prices for the services provided in the UVEX Lone Worker System. In the event of an update, the order confirmation from UVEX shall be deemed a new offer.

The provisions of these Terms of Use, in particular Sections 5 and 7, otherwise apply in full to the test phase.

#### **5. Warranty, assignment and cooperation**

UVEX shall be liable for its own services (including building inspections carried out by UVEX). The customer shall have no claims against UVEX arising from liability for defects or other breaches of duty by the supplier or manufacturer of the purchased items or the service provider.

If UVEX is unable to achieve a satisfactory solution for the customer within the scope of 1st level support, UVEX hereby assigns all claims arising from the purchase contract with the supplier and service provider to the customer as compensation; this does not include claims for the transfer of ownership. The customer accepts the assignment.

The assignment includes, in particular, statutory/contractual rights in respect of defects (subsequent performance, withdrawal/reduction, compensation) and ancillary claims. UVEX shall provide the customer with appropriate support in asserting claims against suppliers/service providers (e.g. passing on information).

#### **6. Commissioning and term**

The commissioning of the items covered by the contract shall be recorded jointly.

The service contract owed by UVEX shall commence on the day after the first commissioning of the products covered by the contract in accord-

ance with the jointly prepared commissioning protocol and shall have a term of 24 months. The contract shall be automatically extended by 12/24 months unless terminated by either party with 8 months' notice prior to the end of the contract.

The right to terminate for good cause remains unaffected. Good cause shall be deemed to exist for UVEX in particular if there are facts indicating that the customer is permanently unable to fulfil its contractual obligations. This applies in particular in the event of suspension of payments, the filing of an application for the opening of insolvency proceedings, the rejection of such an application due to a lack of assets or comparable circumstances that pose a significant risk to the fulfilment of the contract.

## 7. Liability

UVEX and its partners always endeavour to maintain the contractual services without interruption. **However, UVEX cannot guarantee the availability of the service or its fundamentally error-free functioning, in particular the proper transmission of emergency calls and messages. It should also be noted that emergency calls and messages are transmitted via third-party telecommunications networks, for which UVEX also accepts no responsibility. The customer is therefore not entitled to assert claims based on failures, delays or errors.**

UVEX shall be liable without limitation for intent

and gross negligence. In cases of slight negligence, UVEX shall only be liable for breaches of material contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner relies and may rely, and even then only to the extent of the foreseeable, typical damage. The limitations of liability do not apply in the event of mandatory statutory liability of a party, e.g. from product liability or in the event of injury to life, limb or health.

**In general, it should be noted that the Lone Worker System can help to find people in need more quickly, but this is not guaranteed in any way.**

## 8. Final provisions

The place of jurisdiction is Fürth/Bavaria, Germany. All contracts to which these Terms of Use apply exclusively to German law apply, the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

Should a provision of this contract be invalid or unenforceable or become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. Rather, the parties undertake in such a case to replace the invalid or unenforceable provision with a valid or enforceable provision that corresponds as closely as possible to the spirit and purpose of the provision to be replaced.

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