



Bundesverband Deutscher Wach-
und Sicherheitsunternehmen e. V.

General Terms and Conditions for the German Security Industry

Valid from January 15th, 2003

1. General Duty Performance

(1) The Security Industry is subject to permission pursuant to § 34a of the Trade, Commerce and Industry Regulations and performs its security service in the sense of Patrolling, Static Guarding or special service.

- a) Patrolling is carried out in uniform and through single patrols or radio patrol drivers. If no other agreements are prevailing – each round includes controls of guarding objects situated in the guarding areas intermittently.
- b) Static Guarding is normally carried out by one or several security guards or gate keepers, who have specifically been placed for one or a few locally connected guarding objects. The relevant types of activities are stipulated in separate duty instructions.
- c) Body Checks, Personal Escort and Individual Protection Services, Cash and Transit Services, Railway Safety of DB AG, Monitoring and Alarm Receiving Centers (Service Centers) as well as the Cash Register Services, Security Force and Security Services for exhibitions, fairs, events and other services are part of the special services.

(2) The mutual obligations between customer and security company are agreed on in separate contracts.

(3) The security company performs its tasks as services (no employee assignment pursuant to the Law about professional employee assignment, dated August 7, 1972, in the edition of the announcement, dated Feb. 3, 1995, last revision through the First Law for modern services in the labor market, dated December 22nd, 2003), whereby the staff is being used as vicarious agents. The selection of the staff as well as the power of control is with the assigned security company, except in case of imminent danger.

(4) It is solely liable for fulfillment of all obligations as to legal, regulatory, employment and Employer's Liability Insurance Association issues towards its staff.

2. Inspection instructions

In individual cases the inspection instructions/alarm plan in writing is applicable for the duty performance. They contain the detailed regulations about patrols, controls and other duty performances, which have to be carried out in accordance with customer's instructions. Any modifications and supplements of the inspection instructions/the alarm plan are subject to agreements in writing. Due to unpredictable states of emergency, certain controls, patrols and other services may be omitted in certain cases.

3. Keys and emergency contacts

(1) The necessary keys for duty have to be provided by the customer in due time and free of charge.

(2) The contractor is liable for any loss of keys as well as for willful and negligent damages of keys within the scope of cipher 10. The customer has to inform the contractor about the contact addresses, which may be notified upon endangering of an object, even at night. The contractor must be informed about any address changes immediately. If the contractor has to carry out the alarm pursuit through connected alarm units the customer has to order the sequence of notification.

4. Complaints

(1) Complaints of any kind, regarding duty performance or other irregularities have to be filed in to the management of the company immediately after an occurrence for corrective measures. If said information is not given in due time any rights from these complaints may not be asserted.

(2) Repeated or gross violations as to duty performance, however, only authorize the contract termination without notice if the contractor does not provide remedy within reasonable time after written notification – at the latest within seven working days.

5. Duration of contract

The duration of the contract is one year, unless otherwise agreed. If said contract is not terminated three months prior to expiry it will automatically be renewed for another year and thereafter for another year etc.

6. Fulfilment through other contractors

The contractor is entitled make use of authorized and reliable companies pursuant to § 34 of the Trade, Commerce and Industry Regulations for fulfillment of its obligations, however, only in agreement with the customer.

7. Interruption of Guarding

(1) In case of war or strike, riots or other cases of force majeure, the contractor is allowed to interrupt or change the duty – as far as performance has become impossible.

(2) In case of interruption the contractor is obligated to reduce the charge relative to the savings in charges for the time period of interruption

8. Premature contract termination

(1) In case relocation of the customer as well as sale or other termination of the contract subject or –object, the customer is authorized to terminate the contract with a termination period of one month.

(2) Should the contractor waive the area, he/she is also authorized to terminate the contract prematurely with a termination period of one month.

9. Legal succession

In case of death of the customer the legal successor enters the contract, unless the contract object was mainly focused on personal interests, especially on the customer's protection. The contract remains untouched by death, other legal succession or legal modification of the contractor.

10. Liability and limitations of liability

(1) Liability of the contractor for property and financial loss being culpably caused by itself, the legal representative or its vicarious agents, is limited to the maximum amounts as mentioned in section (3), if the damage has not been caused by intention or gross negligence of the company itself, its legal representative or its vicarious agent or by culpable violation of essential contract obligations.

(2) In each case of minor negligence the liability of the contractor is limited to the typical and predictable damage for comparable business transactions of this kind.

(3) The upper limits mentioned in section (1) are as below mentioned:

- a) € 250.000 for property loss
- b) € 15.000 for the loss of guarded objects
- c) € 12.500 for financial loss

(4) Compensation claims of property and financial loss being filed directly against the staff are excluded, as far as these damages have not been caused by them intentionally or in gross negligence or by violation of essential contract obligations. In each case of negligent damages, the liability of the staff is limited to typical and unpredictable losses for comparable business transactions.

(5) Pursuant to § 6 of the Guarding Regulations (BewachV) there is liability insurance of the company. The insurance contract is completely subject to the General Liability regulations and the conditions for the liability insurance of guarding companies. However, excluded from the insurance coverage are damages, in particular, which are not connected with the actual security performance, such as the obligation to strew salt or sand on black ice, operation of sun protective equipment or operation and maintenance of machines, tanks, heating devices, electric or similar units.

11. Assertion of liability claims

(1) Any claims for compensation must be filed within 4 weeks towards the company, after the claimant, his legal representative or his vicarious agents have gained knowledge about the detrimental incident. If, however, the degree of damage cannot be stipulated within said time period, it is sufficient – but necessary as well - that the damage itself will be claimed for.

Any claims for compensation not being filed for within this deadline are excluded.

(2) Furthermore, the customer is obligated to grant the contractor immediate opportunity to determine the cause, degree, and course of the damage by himself or his representative. Any expenses incurring from the customer's non-compliance or the delayed compliance are at his costs.

12. Limited liability insurance and proof

The contractor is obliged to conclude limited liability insurance within the scope of the liability taken over, the limits of which may be taken from cipher 10. The customer may demand the proof about the conclusion of such insurance. Insurance coverage is stipulated pursuant to the statutes of the guarding business in its version, dated July 23rd, 2002.

13. Remuneration

(1) Remuneration for this contract is to be paid monthly and in advance, unless otherwise stipulated.

(2) Offset and Retention of the remuneration is not permissible, unless in case of an uncontested or legally assessed claim.

(3) In case of payment default in spite of reminder the contractor's obligation plus his liability for performance is suspended without releasing the customer from payment for the contract duration or without releasing him from the contract itself. Further reference is made to § 286 sec. 3, Civil Code (BGB).

14. Price alteration

In case of changes / new introductions of legal taxes, dues, insurance premiums, motor vehicle operation costs, wage costs and payroll fringe costs, especially by conclusion of new wages-, master- or other labor contracts, the remuneration is to be altered

in the same manner as the amount of the wage costs, payroll fringe costs and other above mentioned hourly rates for execution of the contract have changed, in addition to the relevant legal taxes and dues. In order to claim for the altered wage costs it is sufficient to provide a confirmation of BDWS.

15. Commencement and change if contract

(1) The contract becomes binding for the contractor upon receipt of the written order acknowledgement.

(2) Collateral agreements, alterations, supplements or limitations of the contract are subject to writing.

16. Prohibition of enticement and contract penalty

(1) The customer is not allowed to induce any staff of the company to cancel his/her employment contract and to establish a new service – or employment as self-employed or employed staff of the customer. This regulation remains valid six months after contract termination.

(2) Should the customer culpably violate the regulations of article 1, he will be committed to a payment of a six fold fee/month as a contract penalty.

17. Data Protection

(1) For data protection the regulations of the Federal Data Protection Act (BDSG), in particular §§ 27et sequ. BDSG for non-public places are applicable in the relevant valid version.

(2) In particular § 5 of the Federal Data Protection Act is applicable (data secrecy).

(3) In case of non-compliance of the regulations as to data protection the liability regulations of cipher 10 will become applicable.

18. Court of jurisdiction and place of fulfilment

If the customer is a businessman, a legal person of public rights or if it is a matter of special assets subject to public law then the place of fulfillment and court of jurisdiction is the location of the company's management. This agreement of the court of jurisdiction is explicitly applicable for the following cases

- a) if the party being sued by means of bill of complaint will relocate their location, place of residence and/or usual residence after contract conclusion.
- b) if claims from the contract will be filed for by means of enforcement proceedings.

19. Final provisions

Should several conditions from this contract become ineffective, they should be changed insofar that the economic purpose of the invalid condition will be achieved. The validity of all the other regulations will remain untouched.