General Terms and Conditions

Vigilant Group GmbH | Dated 15 February 2026

English translation of the German original. The German version is authoritative. This document also contains the Special Terms and Conditions for Intervention Services dated 21 October 2024.

1. Scope / validity

These General Terms and Conditions (GTC) apply to security services provided by Vigilant Group GmbH (hereinafter referred to as ‘VG’).

Acceptance of the GTC is a prerequisite for, and an integral part of, the respective contractual relationship. In the event of discrepancies, the wording of the contract or order confirmation takes precedence.

2. Conclusion of the contract / contract term

The contractual relationship is established either by a contract signed by both parties, by a written order confirmation issued by VG, or by the client's written acceptance of a quotation. It is concluded for the specified term. Unless otherwise agreed in writing, the contractual relationship lasts for one year from its conclusion and is automatically renewed for a further year unless terminated in writing no later than three months before expiry.

3. Early termination

Relocation or sale of the property covered by the assignment entitles the client to terminate the contractual relationship early, subject to three months' notice. If VG must discontinue or change its service organisation for understandable reasons, it may also terminate the contractual relationship at any time subject to one month's notice.

4. Changes to the contract

The agreed services are, in principle, binding as to their nature, scope and terms. Adjustments resulting from extensions of duty are possible. Cancellation of all or part of the contract entitles VG to invoice its administrative costs. Costs arising from rescheduling caused by the client will also be charged to the client.

Premium periods: for services between 23:00 and 06:00 and throughout Sundays and general public holidays, a surcharge of 10% on the hourly rates is charged in addition to the statutory compensation for night work.

Any quarter-hour commenced is charged as a full quarter-hour. The minimum charge for all services, including staff providing break relief, is three hours per shift. Travel time for collecting or returning equipment is charged additionally where the employee must report to a location other than the place of duty.

4.1 Cancellation

Cancellation up to 96 hours before the start of duty: 10% of the assignment value.

Cancellation 24 to 72 hours before the start of duty: 50% of the assignment value.

Cancellation 0 to 24 hours before the start of duty: 100% of the assignment value.

4.2 Rescheduling

Rescheduling 24 hours or more before the start of duty: CHF 50.00 per shift.

Rescheduling 0 to 24 hours before the start of duty: CHF 100.00 per shift.

4.3 Short-notice requests

As short-notice planning involves substantial additional work, the following surcharges apply:

For services with less than 36 hours between the request and the start of duty, a surcharge of 25% of the assignment value applies.

For services with less than 6 hours between the request and the start of duty, a surcharge of 50% of the assignment value applies.

Intervention services are exempt from these surcharges.

4.4 Assignment fee

Orders placed 10 to 20 days before the start of duty: CHF 60.00 per duty.

Orders placed 4 to 9 days before the start of duty: CHF 120.00 per duty.

Orders placed 0 to 72 hours before the start of duty: CHF 160.00 per duty.

4.5 VAT

All prices stated here exclude VAT.

5. Scope of services

Where necessary, VG prepares supplementary ‘Special Service Instructions’ (BDV), tailored to the assignment, in cooperation with the client. The client receives a copy of the BDV updated by VG. The BDV are reviewed periodically in cooperation between the client and VG. Otherwise, VG disclaims all liability. Any oral instructions given by the client's representatives at the place of duty do not give rise to liability on the part of VG unless they have been submitted to VG in writing and approved as part of the assignment.

For temporary amendments or additions to the BDV, VG prepares ‘Short-term Service Instructions’ (KDV) in consultation with the client. The client must notify VG immediately of changes or complaints concerning the performance of the agreed services. If notification is not given in time, rights arising from such complaints cannot be asserted.

6. Access to records

The client may request access to the records relating to its assignment. The resulting work may be charged.

7. Recording of telephone calls

The client acknowledges that VG records telephone calls as required for training and evidentiary purposes, in compliance with statutory data protection provisions.

8. Subcontractors

VG is authorised to have services performed by qualified subcontractors where necessary. If VG uses subcontractors, it is liable for the subcontractor's careful performance of the service. VG remains the client's sole contracting party.

9. Confidentiality and data protection

VG undertakes to treat all documents and information received from the client in connection with its assignments, including all copies or records made of them and all documents and information prepared for the client, as confidential in the same manner as its own trade secrets at all times, including after the assignment has ended. VG will not circulate them unnecessarily within the company or make them available, in whole or in part, to third parties other than subcontractors.

This obligation does not apply to documents and information that demonstrably (a) have become generally known without breach of this confidentiality obligation; or (b) have been lawfully obtained from third parties without a confidentiality obligation; or (c) have been developed independently by VG.

VG may pass documents and information to subcontractors to the extent necessary, provided that they have first undertaken the corresponding obligations in writing in accordance with the above provisions.

The client will treat all documents received from VG and marked ‘internal’, ‘confidential’, ‘trade secret’ or similar as confidential in accordance with the above provisions and will not make them available to third parties.

To the extent that VG processes personal data when providing services, the client's instructions and applicable data protection law will be observed, and appropriate measures will be taken to protect such data against unauthorised access by third parties.

Data is processed in accordance with the Swiss Federal Act on Data Protection (FADP).

10. Prices

The agreed prices are based on unchanged wages, employment conditions and, where applicable, exchange rates. If these change, VG may make a corresponding adjustment to its prices during the contract term, subject to prior notice.

11. Payment terms

The assignment is carried out against invoice. The client undertakes to pay invoiced amounts on time and without deductions within ten (10) calendar days. If the client fails to meet its payment obligation, or fails to do so on time, VG may suspend its contractual services immediately. VG's liability for any resulting damage is excluded.

12. Liability

For damage resulting from performance of the assignment that does not comply with the contract, the client is covered under the insurance taken out by VG up to a combined amount of CHF 10,000,000 for personal injury and property damage. Financial loss is covered up to CHF 100,000 per case. The client waives any further claims against VG. Any claims must be submitted in writing within 30 days of the damaging event; otherwise they are deemed forfeited.

In particular, VG is not liable for damage attributable to technical defects in installations or equipment and provides no guarantee of success in preventing theft, burglary, robbery or damage to property. In other respects, VG's liability is subsidiary; it does not release the client from the obligation to take out the necessary property insurance.

For destroyed or stolen data carriers, such as tapes, diskettes, hard drives or similar media, VG is liable only for the material value and not for the cost of restoring the data.

VG is not liable for services that are omitted or delayed due to accidents, failures by third parties, such as interruptions to the telecommunications network or electricity supply, or road traffic obstructions.

VG does not guarantee any response, travel, intervention or alerting times. VG does not guarantee any specialist technical, medical or nursing knowledge and therefore categorically rejects any performance standards and related liability or warranty claims.

All liability of the contractor is excluded in the following cases:

Damage arising from instructions on which the client insisted despite advice to the contrary from VG, and from instructions which the client issued directly to third parties.

Damage arising from services provided by third parties whose contractual relationship with the client is independent of this service contract.

Any oral instructions given by the client's representatives at the place of duty do not give rise to liability on the part of VG.

13. Force majeure

In cases of force majeure, particularly an outbreak of war, epidemics or pandemics, strikes, disasters, etc., VG may temporarily suspend all or part of the service to the extent that it can no longer be performed.

14. Applicable law / jurisdiction

The legal relationship between the parties is governed by Swiss law. At VG's option, the place of jurisdiction is the place where the service is provided, the location of the relevant field office, or VG's head office.

Special Terms and Conditions for Intervention Services

VIGILANT GROUP GmbH | Dated 21 October 2024

1. General

These ‘Special Terms and Conditions’ (STC) apply as an additional specification to all intervention services provided by VIGILANT GROUP GmbH, hereinafter referred to as VG.

2. Activation of an intervention

VG's intervention service responds on the basis of a request or a triggered alarm notification. An intervention is activated, by an intervention order, only through a control centre approved by VG.

VG receives external alarm or emergency signals, or intervention orders from control centres that have not been approved, through its own Operations and Command Centre (EFZ) only in clearly declared exceptional cases.

Arrangements for a direct technical connection to or activation of a VG EFZ, or for direct notification by telephone or similar means, must therefore generally be made with the provider designated for that purpose.

3. Description of services

In the event of a verified intervention order, the nearest available security patrol or on-call service proceeds to the agreed intervention site as quickly as organisational, staffing and traffic conditions permit, without any time guarantee.

VG does not guarantee that the instructions or notification addresses are up to date, or that the keys function. Any changes or adjustments in this respect must always be communicated in updated form by the client.

As intervention is subject, among other things, to organisational, staffing and traffic constraints, intervention times may be longer in individual cases.

No guarantee is given that intervention personnel have any additional specialist technical, medical or nursing training.

At the site, the facts are established and the situation is assessed. If the circumstances encountered make it appropriate, the relevant emergency services, such as ambulance, police, fire or rescue services, and/or the contact persons designated in advance by the client, such as care services, friends, relatives, acquaintances or neighbours, are notified. Any resulting costs are always borne by the client.

Intervention personnel do not carry out nursing or medical care, assessment or treatment functions at the site. The exception is first aid measures which every citizen is required to undertake and which can reasonably be expected in light of the individual's level of training. Otherwise, intervention personnel do not undertake any further activity in these areas.

Any performance standards and related liability or warranty claims are therefore categorically excluded by VG and by the client.

4. Principles

The primary purpose of the intervention service is to represent the client at the site.

In principle, it is intended to ensure an assessment of the situation at the site, any necessary notification of persons or organisations defined in advance, and the initiation of necessary follow-up measures to prevent or mitigate damage without delay.

VG assumes no responsibility for alarm processing or transmission.

VG does not guarantee any response, travel, intervention or alerting times.

VG does not guarantee any specialist technical knowledge in an intervention.

Apart from necessary first aid measures according to the individual's level of training, VG does not undertake any medical or nursing duties.

These ‘Special Terms and Conditions for Intervention Services of VIGILANT GROUP GmbH’ form an integral part of the ‘General Terms and Conditions (GTC) of VIGILANT GROUP GmbH’ for all intervention services.

Together with the ‘General Terms and Conditions’ and the ‘General Intervention Instructions of VIGILANT GROUP GmbH’, they form part of the assignment agreement concluded between VG and the client.

The client accepts these terms and conditions and waives any liability claims excluded by them.