



General Terms & Conditions,  
Management & Maintenance Conditions  
and Subscription Terms  
**Mactwin Security B.V.**

## General terms and conditions Mactwin Security B.V.

These are the general terms and conditions of the private limited company Mactwin Security B.V., trading as Mactwin Security, hereinafter referred to as: 'Mactwin'. These general terms and conditions are available on their website: [www.mactwin.com](http://www.mactwin.com). They will be sent by Mactwin on request free of charge.

### 1. Definitions

In these General Terms and Conditions the following expressions have the meanings stated:

- Mactwin: the private limited company Mactwin Security B.V., being the company which has concluded a contract for professional services with the Client.
- The Client: the legal or natural person, whether or not acting in the course of a profession or the operation of a business, who has concluded a contract with Mactwin to perform work and/or supply goods and/or carry out maintenance.
- Instruction: the work agreed by Mactwin and the Client, which may consist of consultancy, fitting systems, carrying out maintenance, providing service or providing management, and/or materials and/or products to be supplied by Mactwin to the Client.

### 2. Applicability

These general terms and conditions apply to all offers drawn up by Mactwin and to contracts concluded between it and the Client. They also apply to all obligations arising from contracts concluded subsequently by Mactwin and the Client. The applicability of any general terms and conditions relied on or used by the Client is explicitly rejected.

### 3. Offers

- 3.1 Each offer made by Mactwin is made in writing or electronically. The offer is without obligation and may still be withdrawn by Mactwin following acceptance.
- 3.2 The offer contains a complete and accurate description of the instruction, provides a clear picture of the price and the pricing method used (contracting, guide price or cost-plus basis) and states the manner of payment.
- 3.3 The documents forming part of the offer, including drawings and technical descriptions, are as accurate as possible, but not binding. These documents remain the property of Mactwin and may not be used, made available to third parties, copied or be published in another manner without its written permission.
- 3.4 The offer is accompanied, in writing or electronically, by a copy of these general terms and conditions and makes reference to the applicability and availability of the general terms and conditions.
- 3.5 If the offer is not accepted, it must be returned to Mactwin together with the documents forming part of it.
- 3.6 Mactwin is entitled to charge for the costs incurred in making the offer, provided it has pointed out these costs before submitting the offer.

### 4. Conclusion of the contract

- 4.1 The contract is concluded on acceptance of the offer by the Client.
- 4.2 If the offer is made electronically, the contract will not be concluded until Mactwin has confirmed the receipt of the acceptance and the Client has received this confirmation.

### 5. Mactwin's obligations

- 5.1 Mactwin is obliged to cover the liability risk applying to it by taking out a liability insurance for companies (AVB policy), with a sum insured of 500,000 euros per event, a series of connected events counting as one event. At the Client's request, Mactwin will show documents proving the existence of the insurance it has taken out and provide details of the terms and conditions of this insurance contract.
- 5.2 Mactwin must perform the work it has been instructed to do properly and in accordance with the stipulations of the contract. In performing the work, Mactwin will observe the applicable regulations as are or will be in force at the time of performing the work.
- 5.3 In appropriate cases, Mactwin must inform and instruct the Client or the person or persons designated by the Client about putting into and keeping in working order the work delivered by Mactwin. The extent and manner in which this information and these instructions are given will be determined by Mactwin in reasonableness.

### 6. The Client's obligations

- 6.1 The Client must enable Mactwin to perform the agreed work within Mactwin's normal working hours and under circumstances complying with the statutory safety requirements and other government regulations.
- 6.2 The Client must ensure that Mactwin has the permits required for the work (such as licences and exemptions) and has received the details to be provided for the work by the Client in good time. Mactwin will give directions for this in its area of expertise.
- 6.3 The Client must provide the connection possibilities available to it for the electricity required for the work. The required electricity, gas and water are paid for by the Client.
- 6.4 The Client must arrange for applying for the systems to be connected to the grid of the utility company concerned or to the public transmission networks. The connection costs are payable by the Client. Mactwin will give directions for this in its area of expertise.
- 6.5 The Client must ensure that the work and/or supplies performed or delivered by third parties not forming part of Mactwin's work are performed or delivered in such a way and in good time so that the performance of the work is not delayed. If nevertheless a delay is caused as referred to in this article, the Client must inform Mactwin without delay.
- 6.6 The Client must arrange for the presence in good time of adequate and safe auxiliary equipment for moving the heavy parts required for the work horizontally and vertically and for access to the place where the work is carried out, as well as for the suitability of the access roads to the place of the work.
- 6.7 The Client will bear the risk for damage and/or loss caused by:
  - a. defects or unsuitability of items originating from or prescribed by it or which must be purchased from a prescribed supplier;
  - b. the non-delivery or untimely delivery of the items referred to in a;
  - c. errors or defects in the drawings, calculations, designs, specifications and instructions for implementation provided by the Client;
  - d. the improper performance of the contract caused by or due to the auxiliary persons prescribed by the Client;
  - e. unlawful acts or attributable shortcomings of other contractors and their auxiliary persons;
  - f. damage to and/or loss of materials, parts or tools taken to the work if and to the extent that the Client is responsible for their surveillance.
  - g. insufficient maintenance of the product;
  - h. use of the product contrary to instructions of Mactwin.
- 6.8 Client will allow Mactwin to fit name signs and/or advertising on the worksite or to the work.
- 6.9 The Client is not entitled to cause the auxiliary persons engaged by Mactwin in the performance of the work to carry out activities not related to the work.

- 6.10 During the term of a maintenance or management contract, the Client may not without Mactwin's permission repair the system supplied by Mactwin or any part thereof or perform any work on it or enable another person to do this. The Client, as implicit and/or explicit licensee of the right of use of the software and/or system programming installed by Mactwin in the system, is forbidden to process, copy or remove this property of Mactwin or cause it to be processed, copied or removed or otherwise cause it to be used contrary to its designated use. The Client is liable for all breaches committed by it or on its behalf of Mactwin's ownership right with respect to the software and/or system programming it has made available.
- 6.11 Client carries responsibility for compliance with any (safety)instructions from Mactwin for maintenance and proper use of the product supplied by Mactwin.

## **7. Contract variations**

- 7.1 Contract variations will be settled:
- in the case of alterations to the specifications, the work or the conditions of execution of the work;
  - in the case of deviations from the amounts of the provisional budgets, estimated budgets and of offsettable and/or estimated quantities;
  - in the cases as determined in detail in the contract concluded between Mactwin and the Client, including these terms and conditions.
- Settlement of the contract variations will take place in a lump sum on the next payment instalment falling due. If payment in instalments has not been agreed, the contract variations will be settled on completion of the work. Settlement of contract variations resulting in reduced costs will be made in a lump sum on the final settlement.
- 7.2 The absence of a written instruction to perform additional work does not prejudice Mactwin's claims for settlement of additional work.
- 7.3 If during the performance of the work circumstances occur which increase its cost, Mactwin will inform the Client as soon as possible. Cost-increasing circumstances not attributable to Mactwin will be settled as additional work.

## **8. Delivery**

- 8.1 The delivery period agreed by Mactwin and the Client and/or date of delivery does not count as a deadline and/or deadline delivery date. Mactwin will inform the Client in good time if a fixed agreed term will be exceeded, after which the parties will make further arrangements about the consequences of exceeding this term.
- 8.2 The work will be considered delivered:
- either when Mactwin has informed the Client that the work is completed, tested and is in working condition, and the Client has approved or accepted the work;
  - or when not more than eight days have passed after Mactwin has declared to the Client in writing that the work is completed, tested and is in working condition and the latter has failed to approve or accept the work within this period;
  - or if the Client puts the work into use, whether prematurely or not, on the understanding that by putting into use (prematurely) part of the work, this part will be considered to have been delivered.
- 8.3 Delivery will discharge Mactwin from any liability for defects which the Client should reasonably have discovered at the time of delivery.
- 8.4 Minor defects which can be repaired within the guarantee periods and which do not affect the functioning of the work will not preclude delivery.
- 8.5 As a result of the delivery, the risk for the work will pass from Mactwin to the Client.

## **9. Payment and reservation of ownership**

- 9.1 Mactwin is entitled to require at any time security, including additional security, from the Client after concluding the contract for the correct performance of the payment obligations applying to the Client vis-à-vis Mactwin. In the event that Mactwin has well-founded reasons to fear that the Client will not meet its payment obligations, Mactwin will be entitled to suspend the implementation of the work, if the Client at Mactwin's request refuses or is unable to provide security for the payment.
- 9.2 Payment of the invoices submitted by Mactwin to the Client must be made each time not later than within the term mentioned in the invoice. If a payment term is not mentioned in the invoice, payment must be made not later than within 14 days of the invoice date. If the parties have agreed on payment in advance, this payment must be made not later than seven days after the contract is concluded.
- 9.3 The Client will be in default from the expiry of the payment term mentioned in the invoice. Mactwin will then be entitled to collect the sum due to it without further notice of default. All costs associated with this collection will be at the Client's expense.
- 9.4 The Client will owe Mactwin interest equivalent to the applicable statutory interest plus 2% for the period that the Client is in default with the sums payable by it.
- 9.5 All payments made by the Client will in the first place go to reduce the costs and interest payable by the Client and subsequently serve as payment for the oldest unpaid invoices, even if the Client stipulates that the payment relates to other invoices.
- 9.6 As long as the Client has not fulfilled its payment obligations under this contract, including that which has become payable by the Client in connection with failure to fulfil its obligations, Mactwin will remain the owner of all the items supplied by it to the Client, including materials and products.
- 9.7 All prices stated by Mactwin are exclusive of BTW (Dutch VAT). Mactwin is entitled to settle changes to wages and prices, unless they occur within three months of concluding the contract. In the event of multiannual contracts, Mactwin will be entitled to adjust the agreed prices annually on 1 January taking account of the price index applicable to that year.

## **10. Guarantee**

- 10.1 For a period of six months following delivery, Mactwin guarantees that it will remedy any defects, unless the defect concerned is not a consequence of the work performed.
- 10.2 Mactwin's guarantee obligation only extends to defects which were reasonably not observable at the time of delivery and which manifest themselves under normal operational circumstances and with a correct use of the work. It does not extend to defects resulting from insufficient maintenance by the Client, alterations made without Mactwin's written permission or repairs carried out by the Client or normal wear and tear or to defects for which the Client is liable.
- 10.3 Mactwin's guarantee obligation will lapse if:
- defects in the work are not reported to Mactwin in writing as soon as possible after they have been discovered or could reasonably have been discovered;
  - the Client does not make out a convincing case that defects are attributable to the lesser quality or inadequate completion of the work or, if and in so far as the design or the work originates from Mactwin, are the direct result of an attributable error for which Mactwin is to blame;
  - the defect is the result of inadequate maintenance by the client;
  - the Client does not cooperate fully with Mactwin to enable it to eliminate the defects within a reasonable period;
  - the Client during the guarantee period without Mactwin's written permission gives a third party an instruction of whatever nature to make modifications to the work, or if such modifications have been made by the Client itself;
  - during the guarantee period no necessary regular maintenance has been carried out on the work;
  - the Client has not fulfilled its payment obligations vis-à-vis Mactwin.
- 10.4 The Client is obliged to offer all the products subject to a guarantee obligation of Mactwin which must be repaired to Mactwin's business location. The parts replaced by Mactwin under the guarantee obligation will be and remain Mactwin's property.

10.5 If in Mactwin's judgement the costs of repair are not in relation to the interest of the Client in repair, Mactwin will have the possibility to compensate the Client for the loss incurred as a result of the defect instead of remedying the defect.

## **11. Liability**

- 11.1 Unless there is a question of intentional act or gross negligence on the part of Mactwin, Mactwin will not be liable to the Client for damage and/or loss, arising for whatever reason, including all direct and indirect damage and/or loss, including injury damage, consequential damage and trading loss. Mactwin is therefore inter alia not liable for:
- damage and/or loss caused by not fulfilling any obligation or not fulfilling it in time as a result of the circumstance not attributable to Mactwin;
  - damage and/or loss caused by necessary replacement, repair or fault, whether as a result of normal wear and tear of the work or product or for whatever reason;
  - damage and/or loss caused by or with the work or product, caused by whatever reason. The Client indemnifies Mactwin in this respect against claims made by third parties;
  - loss of profits incurred by the Client and/or a third party caused in whatever way by damage to, breakdown of, the loss of or failure of the work or product;
  - damage and/or loss caused to movable or immovable property or persons of the Client or third parties;
  - damage and/or loss resulting from the failure of the immovable items supplied or hired by Mactwin to comply with statutory or other government requirements;
  - damage and/or loss caused by a third party or by third parties engaged by Mactwin with the Client's approval.
  - damage due to any shortcomings of the product supplied;
- 11.2 If and to the extent that any liability should rest with Mactwin, for whatever reason, this liability will be limited to the sum that is paid out in the context of the business liability insurance taken out by Mactwin in the case concerned. If and to the extent that for whatever reason no payment is made by the aforementioned insurance company, any liability is limited to the sum of 25,000 euros.
- 11.3 Mactwin is not liable for damage and/or loss caused following instructions by the Client or by working with the Client's items, employees and/or auxiliary persons.
- 11.4 Mactwin is not liable for damage and/or loss if the Client itself has made alterations to or has performed work on the work provided or performance delivered by Mactwin and/or if the Client has used this work and/or performance for purposes other than normal business purposes.
- 11.5 The Client will indemnify Mactwin against all claims made by third parties with respect to damage and/or loss which under these terms and conditions remain the Client's responsibility, including damage and/or loss resulting from breaches of intellectual and industrial property rights.
- 11.6 The Client bears the risk for both damage and/or loss caused by errors or defects in the drawings, calculations, designs, specifications and implementing instructions it has provided and for the risk for damage and/or loss caused by errors or defects in Mactwin's designs which it has approved.

## **12. Force majeure**

Force majeure within the meaning of this article means the circumstances which Mactwin did not reasonably need to take into account when concluding the contract and of which it was also unaware. These include at least the following:

- terrorism, malicious contamination, including measures imposed by government or third parties to avert potential terrorism and/or malicious contamination, or in case the attack has already taken place, to limit its consequences;
- strikes or work interruptions that impede Mactwin's services, import or trade prohibitions;
- failure by a supplier of Mactwin to fulfil its obligations, including the continuous (correct) functioning of telephone and network connections;
- extreme weather and/or traffic conditions.

## **13. Suspension, dissolution and termination**

- 13.1 In the event of force majeure, Mactwin will be entitled to suspend performance of the work by not more than six months without judicial intervention being required, or to terminate the work in an unfinished condition, without in that case being obliged to pay any compensation. All costs incurred by Mactwin until that time will be payable forthwith and in full.
- 13.2 The Client is not permitted to set off any amount payable by it against amounts which are payable by Mactwin to it. Nor is the Client entitled to suspend the payment under this contract in connection with any other contracts concluded by the Client.
- 13.3 If the Client fails to fulfil one or more of its obligations under the contract or to fulfil them in a timely or proper manner, Mactwin will be entitled without further notice of default or judicial intervention, and without being obliged to pay any compensation for damage and/or loss, to suspend the supply of items and/or performance and/or to dissolve the contract concerned with immediate effect by means of written notification to the Client, without prejudicing all other rights to which Mactwin is entitled.
- 13.4 In addition to the other rights to which Mactwin is entitled, Mactwin may dissolve the contract with the Client at any time without any further notice of default or judicial intervention and without any obligation to pay the Client compensation with immediate effect by means of written notification to the Client if the Client leaves its debts which have become due and payable unpaid, if the Client becomes insolvent, is put into liquidation, applies for a moratorium on payment, relies on the Debt Rescheduling (Natural Persons) Act, assigns its estate, dies or is placed under guardianship, ceases its business operations or changes them substantially and/or an attachment is made against it which is not lifted within 30 days of the date of the attachment.
- 13.5 In the event that Mactwin and the Client have concluded a contract for a definite period, the Client will be obliged to terminate this contract in writing not later than three months before the expiry of the agreed period, failing which the contract will be deemed to have been extended tacitly for a term of one year.

## **14. Intellectual property**

- 14.1 Mactwin remains the owner of any pictures, designs, drawings, calculations, explanations, samples, diagrams, models, advice or other documentation made available to the Client with an offer made by Mactwin or in a contract concluded with Mactwin or disclosed to the Client. The aforementioned pictures, drawings, calculations, etc. must also be returned to Mactwin upon first request.
- 14.2 All intellectual and industrial property rights incumbent on the Products, instructions for use, etc., as well as to the documentation stipulated in section 1 of this article are exclusively held and/or are exclusively attributable to Mactwin.
- 14.3 The Client shall be considered to be familiar with the fact that patents may be used in the manufacture of the Products. The Client must refrain from any action that should constitute a breach of one or more of these patents. The Client must immediately inform Mactwin in detail in the event that he should in any way become aware of a breach in any way whatsoever of one or more of Mactwin's patents. The Client further indemnifies Mactwin from any claims pursuant to any breach of the aforementioned (patent) rights and shall compensate Mactwin for any damage suffered as the result of any breach. In the event of an (alleged) breach, Mactwin shall immediately be entitled to suspend the fulfilment of the contract either in whole or in part or to terminate the contract.
- 14.4 For the violation of the foregoing, the Client shall forfeit to Mactwin an immediately payable fine in the amount of EUR 100,000, without prejudice to Mactwin's rights, including to claim full damages.

## **15. Applicable law and disputes**

- 15.1 All Mactwin's offers and contracts are exclusively governed by Dutch law.

15.2 All disputes between Mactwin and the Client will be settled by the ordinary court to the exclusion of the Court of Arbitration for the Metal Trade and Industry (Raad van Arbitrage voor de Metaalnijverheid en –handel), provided, however, that Mactwin is entitled to have the dispute settled by the ordinary court; in that case the dispute will be submitted to the competent court of Arnhem.

#### **16. Final stipulation**

16.1 If one of the stipulations of these General terms and conditions is invalid and/or nullified or voided, this will not affect the validity of the other stipulations. Instead of the invalid and/or nullified and/or voided article or section, a stipulation will be deemed to have been agreed which in the context of what is legally possible best approaches the intention and spirit of the invalid and/or nullified and/or voided article or section.

16.2 Mactwin is entitled to change these General terms and conditions in the future. The Client will be informed of any change.

## **Management & Maintenance Conditions**

### **Maintenance**

1. Mactwin shall inform Client about the date and time of execution of all maintenance activities at least 2 (two) days prior to the implementation thereof. Client must report to Mactwin time impediments at least 24 hours before the start of the aforementioned activities or incurred costs will be charged.
2. Maintenance activities will be carried out on working days between 8.00 AM and 5.00 PM. If aforementioned maintenance activities have commenced during those hours and it is deemed necessary to continue the work after hours, the client will be requested to grant extra hours to contribute to the maintenance objective. No extra costs will be charged.
3. If there is a system with silent alarm functionality in place, Client must ensure that the Alarm Receiving Center (from now on called 'ARC') has been duly informed of the size, starting time and duration of the maintenance activities to prevent unnecessary alarm hindrance.
4. Mactwin will list all performed maintenance activities in a logbook. Possible defects in the system must be reported immediately by Client to Mactwin.
5. For the purpose of extending the maintenance contract, the necessity of a technical revision must be first determined. The costs of aforementioned revision are for the Client. Thereafter the current agreement may be continued for a certain period, based upon a new set of conditions.
6. Cleaning of smoke detectors is not included in any or all maintenance activities.
7. If there is a fire alarm system present and the design of the emergency power supply is based on an emergency power supply of 24 (twenty-four), 12 (twelve) or 6 (six) hours, any failure in the energy supply must be remedied within such hours.
8. Client must ensure the presence of appropriate and approved climbing equipment.
9. As a fire alarm and evacuation maintenance company and a certified BORG electronic security company, the maintenance work is carried out by Mactwin under certification. For reviewing purposes, the personnel of or on behalf of the certification body and the accreditation body who wishes to supervise the activities of the certification body, must have access to the location(s) where the activities are carried out or have been carried out.

### **Conditions for ARC monitoring services**

10. In accordance with the required procedure, the ARC provides all necessary information and data which are necessary for a proper execution of the contract. Client is responsible for the timely provision of such information and for its accuracy.
11. Client must inform the ARC (timely and in writing) of all changes in the response procedure. All charges are based on a maximum of 20 (twenty) alarm mutations per year. If this number is exceeded, extra costs may incur.
12. After connecting Client to the ARC, a 14 (fourteen)-day testing period will go into effect. During this period, and upon receipt of any alarm, NO action will be taken towards reporting the alarm to the police or fire department, but ONLY to Client's key holder(s). The aforementioned testing period is meant to familiarize users with the operation of the new alarm system. Reporting false alarms through human error on a regular basis will affect any future timely response of Police and Fire Dept. If it appears that malfunctions or false alarms occur within the testing period, the testing period will be extended with an extra 14 (fourteen) days, starting from the day the malfunction or false alarm was detected. Also, the testing period remains effective until the service contract has been signed and duly returned to Mactwin.
13. The contracted service price does not include any or all one-time administration fees, telephone charges and/or reporting costs and they will be charged separately.
14. If the actual number of logged telephone and/or alarm reports differ significantly from those of previous years, ARC service costs may be adjusted accordingly.
15. If there are reports of more than 10 (ten) repetitive false alarms on a yearly basis, made by Client or employees thereof, Mactwin is entitled to charge a fee based upon the actual number of false alarms.

16. Mactwin reserves the right to temporarily suspend ARC services, without any form of compensation to Client, if the number of false alarms gives rise. Client will be notified prior to suspension in writing and by telephone. The suspended contract can only then be reinstated if Client has demonstrated that false alarms will be prevented.
17. In case of a force majeure - defined as war or a similar situation, riots, sabotage, fire, lightning, explosions, flood, or any event preventing the proper execution of security services by Mactwin or in case the ARC is unable to provide security reporting functions for a period of 30 (thirty) consecutive days or longer, parties may immediately terminate the contractual agreement regarding the ARC services.

#### **General Conditions**

18. The annually contracted and invoiced price must be paid in advance and in full. All fees must be paid without any deductions and/or incurred charges by Client to Mactwin within 30 (thirty) days after the invoice date.
19. Cost increases due to changes in wages and prices are to be paid by Client.
20. If any activities within this Management & Maintenance Contract are based upon actual costs, Mactwin's contract rates and call out charges apply. If there is no contract, Mactwin will apply standard rates for hours worked and call out charges.
21. Mactwin is annually allowed to alter maintenance costs and rates per the 1st (first) of January of each year based upon the Consumer Price Index (CPI) for the month of September of the previous year, as published by the Dutch Bureau of Statistics (CBS) (for all households). Prices for software may be adjusted as a result of an increased list price. Also, maintenance fees for software applications are based on a percentage of the list price of the software. Costs are therefore determined each year, based on the new list price of said software.
22. This agreement may be extended by Client upon a new system installed by Mactwin or by expanding an existing system. Expansion takes place after Client has instructed Mactwin to do so. If a new system is not installed by Mactwin, Mactwin reserves the right to test and approve the system before it is included into the agreement. The expansion will be listed and added to the contract as an annex or as a supplement to the existing annex. The service obligation of any new or expanded system starts on the date as indicated in the new contract.
23. For maintenance activities carried out outside of normal working hours, the following increments in charges will incur:
  - on weekdays from 5:00 PM - 11:00 PM : +35%
  - between the hours of 11: 00 PM - 08:00AM the next day : +100%
  - on Saturdays from 08:00 AM to 11:00 PM : +50%
  - on Sundays and holidays : +100%
24. This Management and Maintenance Contract is valid for a period as specified in the agreement and will be tacitly renewed for further periods of 1 (one) year. This extension does not apply if one of the parties indicates in writing that it wishes to terminate the agreement. Cancellation must be made by registered letter, subject to the prescribed notice period.

#### **Subscription Terms of ICT and Alarm Transmission Services**

1. Conditions apply to all subscriptions concluded directly between Mactwin and Client in the field of hosting services, ICT networking and alarm transmission services. These conditions also apply to the hardware that is included in the subscription and are additional to the General Terms and Conditions and the Management & Maintenance Contract.
2. Delivery of individual services are to be concluded for an indefinite period of time, with a minimum length of time stipulated in the agreement, and starting from the date of availability.
3. Contract may be terminated by Client regarding individual services or may occur after expiration of the minimum period giving a three months' prior notice for hosting and network services and six months for alarm transmission services.
4. Client owes the agreed compensation for individual service starting from the date of provision of the ICT network or service, regardless of any situations where the network or service has already been operationally used before by connecting all the necessary equipment.
5. Client is not allowed to make any or all services available to third parties, unless computer systems of third parties are physically located on the property of Client. This prohibition does not prejudice the possibility that Client makes any data or disk space available to third parties through the service.
6. Alarm transmission services (Alarm over IP) will be conducted in accordance with EN50136 (ATS1 through ATS6) and EN54-21 (Type 1 and Type 2) norms.
7. In order to comply alarm transmission services to the certification criteria of the applicable norms, Client shall, at its own expense, undertake the necessary steps to have technical facilities provided and maintained as indicated by Mactwin.

8. Mactwin is entitled to demand adjustments to the technical facilities (as described in Article 7) at any time during the execution of the Contract, if these adjustments are deemed necessary by Mactwin to maintain the certification standards of the alarm transmission service.
9. Mactwin will take appropriate measures to secure any service(s), in order to reach a fitting security level. If a service requires an internet connection, Client is aware that Mactwin can't reasonably offer complete protection from security risks that might arise from using such internet connection.
10. The alarm transmission services are only meant to function as an alert to Client (or persons designated by Client) and do not imply any guarantee on prevention of crime, fire and other causes of damage.