

# Stanley Security - Denmark

General Terms of Sale and Delivery – version 9.1 (Jan 2020)

## 1 The Agreement

- 1.1 The Agreement consists of:
- The security system agreement, including appendices
  - Conditions and specifications for the security system
  - The service agreement
  - General terms of sale and delivery

- 1.2 Unless otherwise agreed, the Agreement takes effect when Stanley Security receives the customer's acceptance of its quotation.

- 1.3 The Agreement is conditional upon reaching a credit agreement that is satisfactory to Stanley Security. Otherwise, Stanley Security will be free to withdraw from the Agreement.

## 2 Security system and solutions

- 2.1 Stanley Security supplies different types of systems/security systems, including the following:

- Access control systems (ACS)
- Burglar alarm systems (BAS)
- Video monitoring systems (VMS)
- Fire alarm systems (FAS)
- Electronic article surveillance systems (EAS)

- 2.2 The capacity of the system is described in the conditions and specifications. The system is supplied, assembled, installed and adjusted by Stanley Security – to a reasonable extent – in accordance with the customer's requirements. The customer must give Stanley access to the premises and make sure that it is practically possible for Stanley to complete the installation. Minor changes to the adjustment of the system are carried out free of charge during the first month. Any errors or defects will be remedied in accordance with the Danish Sale of Goods Act.

- 2.3 The price stated in the quotation comprises the services described in the quotation. Dismantling of the system after expiry of the Agreement is not included in the price, and the customer is responsible for restoring walls, brickwork and the like, if required, including filling and painting, etc. for own account.

- 2.4 Stanley Security can offer the customer a service agreement that has been adapted to suit the chosen system. The terms of the service agreement form an integral part of the complete Agreement.

- 2.5 Stanley Security also offers the customer the option to lease the system; see clause 9 for more details.

- 2.6 Stanley Security offers security advice in connection to the conclusion of the agreement, but the customer is responsible for deciding on the type(s) of system that best meet(s) the customer's needs and the desired level of security.

## 3 Delivery and transfer of risk

- 3.1 Delivery of components and individual parts will be deemed to have taken place when the parts have been delivered to the agreed address. Delivery of other services will be deemed to have taken place when an invoice has been issued or when the system has been

fully or partially commissioned (including testing), whichever occurs first.

- 3.2 The customer bears the risk for the system from the time of delivery until Stanley Security has dismantled the system upon expiry of the Agreement.

- 3.3 The customer must take out insurance against theft, malicious damage, burglary, etc. with a recognised insurance company. The excess must not exceed DKK 25,000.

## 4 Delay

- 4.1 The time of delivery for the agreed services is stated in the quotation. The time stated is only indicative, and Stanley Security is only responsible for delay caused intentionally or by gross negligence.

## 5 Defects and complaints

- 5.1 If the customer wants to allege a defect or make a claim against Stanley, the customer must submit a complaint within 14 days from the time the customer discovered or could have discovered the defect or situation that gives rise to the claim.

- 5.2 The customer's complaint must in all cases be in writing and reach Stanley Security no later than 12 months from the occurrence of the defect or the event that gives rise to the claim, regardless of when the defect or event was or should have been discovered.

- 5.3 If the customer fails to complain about a defect or fails to submit a claim within the deadlines stated in clauses 5.1 and 5.2, the customer cannot submit a claim at a later stage. Stanley Security will be exempt from liability in such cases.

- 5.4 If a complaint turns out to be unfounded, Stanley Security is entitled to demand payment for time spent and cost of materials.

- 5.5 Stanley Security independently plans how to remedy genuine defects and may decide to make a replacement delivery in full or in part, if it so chooses. The customer must give Stanley Security access to the premises subject to reasonable notice.

- 5.6 The customer may assert its rights arising from a breach of contract against Stanley Security if Stanley Security has unsuccessfully tried to remedy a defect at least three times.

## 6 Breach of contract and limitation of liability

- 6.1 Stanley Security is neither obliged to carry out nor responsible for other tasks and services than those expressly mentioned in the Agreement. Unless otherwise expressly stated in the Agreement, the customer's security solution is designed in collaboration with Stanley Security with due regard for the level of security desired by the customer and the economic parameters defined by the customer. The customer therefore accepts any security limitations that are a result of such choices. Stanley Security is not responsible for advice in connection with the customer's security solution or the chosen level of security. Stanley Security is also not

- responsible for any aspects of the solution that are a result of the customer's instructions or requests or those of the customer's security adviser.
- 6.2 Stanley Security does not accept any liability for the parts of the product or service that depend on third party supplies of a generic nature and on which Stanley Security has no influence, for example telecommunications companies, supply companies, transport companies, etc. Stanley Security is, however, obliged to complain about any such issues to the relevant third party and, if necessary, arrange for a replacement delivery, which would take place at the customer's expense and risk. In addition, Stanley Security excludes liability for any changes the customer may make to the security system, the IT systems or other aspects that may impact on the functioning of the security system.
- 6.3 Any compensation for defects for which Stanley Security is liable will be calculated in accordance with Danish legislation's rules on Compensation. Stanley Security is, however, not liable for any indirect or consequential loss or damage, including but not limited to loss of operation, loss of turnover or profit, expenses incurred in connection with inspection and repair of damage or defects, loss of data, financial losses or loss of market share or goodwill as well as other consequential losses of a financial nature, regardless of whether the customer has made Stanley Security aware that such losses might occur. Stanley Security is not liable for agreed penalties and other types of claims for compensation not based on a financial loss which the customer proves to have suffered as a result of the alleged act or omission. Stanley Security is also not liable for losses incurred by the customer as a result of or in some other way related to Stanley Security's performance or lack of performance of services to the customer, unless the customer's loss is a result of damage caused by the gross negligence or intentional acts of Stanley Security's managerial staff.
- 6.4 Stanley Security is not liable for damage to real property or contents caused by the delivered product or service.
- 6.5 **Stanley Security's liability for damages cannot under any circumstances exceed DKK 2 million for each occurrence giving rise to liability, and the liability is moreover limited to a maximum of DKK 2 million per calendar year.**
- 6.6 These amounts constitute the absolute maximum amounts payable and thus apply regardless of the basis for the claim, such as legal provisions, the Agreement, these terms of sale and delivery, the rules on product liability or claims for pro rata discounts or compensation outside contract.
- 6.7 The customer shall hold Stanley Security harmless to the extent that Stanley Security incurs liability towards a third party for damage or injury, if Stanley Security would not be liable towards the customer for such loss pursuant to these General Terms of Sale and Delivery.
- 6.8 The limitations to Stanley Security's liability set out in these General Terms of Sale and Delivery do not apply to the extent the limitation conflicts with mandatory statutory provisions. The rest of the Agreement shall remain in full force and effect regardless.
- 6.9 Unless otherwise agreed, the general rules of Danish law on remedies for breach of contract shall apply.
- 7 Ownership and reservation of ownership**
- 7.1 Stanley Security reserves the right of ownership to the system until the entire purchase price including any costs incurred has been paid to Stanley Security.
- 7.2 The right of ownership also applies in the event of changes and/or additions to the system with the effect that the right of ownership comprises the system and the changes and/or additions up to the limit of the purchase price plus any interest and costs incurred.
- 7.3 Clauses 7.1 and 7.2 do not apply to the extent the security system is covered by Stanley Assure, as Stanley Security in that case remains the owner of the security system.
- 8 Stanley Assure**
- 8.1 With Stanley Assure, Stanley gives the customer the option of leasing the entire security system or parts thereof. As a general rule, the lease period is at least 48 months from the effective date of the Agreement and is subsequently automatically renewed for 12 months at a time, unless the customer terminates the lease at the latest three months before expiry.
- 8.2 The deposit does not accrue interest.
- 8.3 The lessor is entitled, at any time during the term of the lease, to inspect the object of the lease within normal working hours (weekdays 9.00–16.00).
- 8.4 The lessee must maintain the object of the lease to ensure that it is always in good and functional condition and does not deteriorate beyond what results from normal wear and tear. All repair and maintenance must be carried out by the lessor or a repairer appointed and approved by the lessor under a service agreement entered into, at the same time.
- 8.5 The customer bears the risk of damage to the object of the lease, including accidental damage, and the customer is obliged to keep the object of the lease insured.
- 8.6 The lessor may terminate the lease without notice and take back the object of the lease in the following cases:
- 8.7 The lessee fails to pay the lease payment as set out in the lease for more than 20 days from the due date; the lessee suspends payments, is declared bankrupt, commences negotiations regarding composition or reconstruction of the company, enters into liquidation or is deemed to be insolvent or the lessee fails to look after the object of the lease.
- 8.8 If the lessor terminates the Agreement; see clause 8.7, or if the Agreement is terminated on account of the loss or destruction of the object of the lease, the lessee is obliged to pay the lessor the total sum of all payments, whether outstanding or not.
- 9 Change of address, connection of parts and changes in general**
- 9.1 The customer is not entitled to move/dismantle the system and any signs unless a special agreement has been entered into with Stanley Security.
- 9.2 Subject to payment of a fee, Stanley Security undertakes to perform the work of moving/dismantling the system, dismantling/moving any signs, key cylinders, service codes etc. as well as any transfer to a control centre.

9.3 Any connection of equipment that does not form part of the system such as locks, automation for doors, self-closing fire doors and gate control systems must be carried out in accordance with Stanley Security's instructions.

## 10 Price and payment

10.1 The price for the services to be supplied by Stanley Security is stated in the Agreement. The price has been determined on the assumption that the installation of the system can be carried out without interruptions and within normal working hours. Stanley Security may adjust the price twice a year on the basis of the increase in relevant price indexes, exchange rates, salaries, costs of materials and transport as well as increases in all other relevant operating costs. Price adjustments are normally implemented with effect from 1 January and 1 July.

10.2 The terms of payment are 8 days from date of invoice, unless otherwise agreed. Subscription payments and Stanley Assure are invoiced quarterly in advance, unless otherwise agreed.

In case of late payment, Stanley Security is entitled to rescind the Agreement.

10.3 If the customer fails to comply with the terms of payment, interest will accrue, and reminder fees will be charged in accordance with the provisions of the Danish Interest Act.

10.4 Any costs incurred for hire of a lift, an extension ladder or an assistant are at the customer's expense unless otherwise agreed.

10.5 Stanley Security has the option to impose administration fees as well as payment fees on invoices sent.

## 11 Breach of contract by the customer

11.1 If the customer fails to make services available to Stanley Security as mentioned in or required by the Agreement, and the customer does not within three days from a request by Stanley Security make the mentioned services available to Stanley Security, Stanley Security may choose to rescind the Agreement and/or claim compensation.

11.2 Any claim for compensation against the customer shall be calculated in accordance with Danish legislation's rules on Compensation.

## 12 Force majeure

12.1 If Stanley Security becomes unable to supply the agreed services at the agreed time on account of circumstances that neither could nor should have been taken into consideration by Stanley Security at the time the Agreement was signed, or which should otherwise be known to Stanley Security, or which on account of any circumstance beyond the reasonable control of Stanley Security or suppliers used by Stanley Security, including, but not limited to, strikes and lockouts, Stanley Security cannot be held liable for the duration of the circumstances that prevent performance under the Agreement. Stanley Security's obligations are suspended for the duration of the period, and Stanley Security's failure to deliver during the period in question shall not be regarded as a breach of contract.

## 13 Duty of confidentiality

13.1 The parties are subject to a mutual duty of confidentiality with regard to any knowledge they acquire in connection with the collaboration.

## 14 Personal data

14.1 To the extent that Stanley Security gains access to the customer's personal data, the customer is responsible for ensuring that data processing takes place in accordance with applicable rules. The parties shall enter into a separate data processing agreement to the extent that Stanley Security acts as a data processor. Stanley Security must process any data about customers in accordance with its data protection policy, which can be accessed using the following link:

<https://www.stanleysecurity.dk/privatlivspolitik>

## 15 Assignment

15.1 The customer cannot assign its rights under the Agreement without the consent of Stanley Security. Stanley Security may charge a fee for granting its consent. If Stanley Security consents to the assignment of the Agreement, the customer is only released when the new agreement takes effect and after the customer has terminated the Agreement in writing with three months' notice to the end of a quarter.

## 16 Choice of law and venue

16.1 Disputes between the parties shall be decided in accordance with Danish law. Irrespective of the provisions in the Danish Administration of Justice Act, legal proceedings shall be instituted at the Court of Lyngby as the court of first instance.