

Special Terms and Conditions for Technical Secured Facilities (installation, materials and service)

1. Scope of the agreement

a. These Special Terms and Conditions for Technical Secured Facilities are an integral part of the Agreement between AVARN Security Solutions AB and/or AVARN Security Services AB (hereinafter "AVARN") and the Customer and are applicable when the parties have entered into an agreement regarding (I) installation of Technical Secured Facility, and/or (II) delivery of materials to a Technical Secured Facility; and/or (III) service of a Technical Secured Facility.

b. The Special Terms and Conditions for Alarm Transmission and Response apply to the services for Alarm Transmission and Response.

c. Upon installation of a Technical Secured Facility, AB 04 and ABT 06 shall apply unless otherwise stated in the Agreement. In the event of any conflict between the Agreement and AB 04/ABT 06, the Agreement shall take precedence.

d. In conjunction with delivery of materials to a Technical Secured Facility, the general delivery terms and conditions regarding electrical materials, developed by the Electrical Installers Organization (EIO) and the Swedish Electrical Wholesalers Federation (SEG), ALEM-09 shall apply unless otherwise stated in the Agreement. In the event of any conflict between the Agreement and ALEM-09, the Agreement shall take precedence.

e. In the event of any conflict, these Special Terms and Conditions shall take precedence over AVARN's General Terms and Conditions. Terms defined in AVARN's General Terms and Conditions shall have the same meanings in these Special Terms and Conditions.

2. Drawings and other documents

All drawings and other technical documents regarding the Facility which have been exchanged between the parties before or after the signing of the Agreement remain the property of the party providing the document. Drawings, other technical documents, or technical information which has been received may not be used without the written consent of the other party for any purpose other than that for which it was provided.

Upon delivery of the Technical Secured Facility, AVARN shall provide the Customer with documentation in accordance with AVARN's standards applicable from time to time. AVARN is obligated to prepare and hold in safekeeping any and all documentation necessary for central equipment. No software or circuitry diagram for central equipment is released for the Technical Secured Facility.

Installation of the Technical Secured Facility

The terms and conditions in sections 3 – 6 below govern the installation of an Alarm Facility and the supply of materials within the scope of the Agreement.

3. Installation

a. The Technical Secured Facility is delivered to the Customer when it is put into operation and agreed functionality testing has been performed (operating testing).

b. The Customer shall pay for installation and connection of networks with sufficient transmission capacity and 230 V alternating current.

c. The dismantling and reinstallation of false ceilings is not included in the contract price.

d. Repair work for restoring outer surfaces of the property and existing material goods, in conjunction with installation or dismantling, shall be arranged for and paid for by the Customer.

e. The worksite shall be provided by the Customer in such condition and at such a time as to avoid any obstacles to the performance of the installation work during normal business hours (8 AM – 5 PM). In those cases work is performed during other times, a representative of the Customer shall be present. In the event the work is impeded, rendered more difficult, or must be performed after ordinary business hours, the Customer shall be charged separately for any additional costs arising.

f. In the event work is to be performed at a height, when the feet of the person performing the work are more than 2 meters above the ground, the Customer shall arrange for the necessary scaffolding or cranes as well as moving of such.

4. Delivery

a. The Technical Secured Facility shall be deemed to be delivered on the day on which it is put into operation and agreed functionality testing has been performed in accordance with section 3 a. The delivery of the facility shall be made in writing.

b. In the event the delivery of the facility is delayed due to circumstances not attributable to AVARN, AVARN shall be entitled to compensation for any additional costs incurred.

c. Upon rental of the Technical Secured Facility, the facility shall be the property of AVARN or a party designated by AVARN. The Customer shall only have the right to use the facility and does not acquire any ownership rights in the facility in whole or in part. For example, the Customer may not assign, pledge, lease or otherwise use such facility.

5. Liability for defects

a. AVARN shall only be responsible for defects that become apparent within one year of the date on which the Technical Secured Facility was delivered. The liability shall apply provided that the Customer does not make any changes, erect any building additions, or otherwise tamper with the facility. The liability does not include defects attributable to failure to comply with maintenance and care instructions or defective functions which arose, for example, through renovation or moving in the premises, abnormal wear and tear, or abnormal voltage (atmospheric or inductive).

b. Materials for the Technical Secured Facility are protected against normally occurring over-voltage. AVARN is not responsible for damage caused by abnormal over-voltage which may be caused, among other things, due to atmospheric or inductive effects (for example lightning).

c. When dismantling and reinstallation work is required other than regarding the Technical Secured Facility, AVARN shall not be responsible for labour and costs caused by such.

d. AVARN shall not be liable for costs for security guards, responses to alarms, or other direct or indirect costs due to defects in the Technical Secured Facility.

e. Consumable items such as toner, printer heads, paper for printers, batteries and storage media is not covered by AVARN's guarantee liability.

f. In the event the Customer gives notice of a defect in the Technical Secured Facility or in Materials for the Technical Secured Facility which prove to be defects for which AVARN is not responsible, AVARN shall be entitled to compensation for any costs such notice causes.

g. AVARN's liability shall not cover defects attributable to materials provided by the Customer or designs prescribed or specified by the Customer.

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6. Termination of the agreement

In the event that, prior to the installation of the Technical Secured Facility, the Customer wishes to withdraw from the agreement regarding installation of the Technical Secured Facility or supply of materials for the Technical Secured Facility and provided that AVARN has approved the Customer's withdrawal, the Customer shall indemnify and hold harmless AVARN from any damage, loss or expense caused by such withdrawal.

Service of Technical Secured Facility

The terms and conditions set forth in sections 7 – 16 below govern services and shall be applied when the parties have entered into a written agreement in respect thereof.

7. Term of agreement for service

The agreement applies for a period of three years and shall be extended by periods of one year unless terminated in writing no less than three months prior to the expiration of the term of agreement.

8. Fees and payment for service

- a. Emergency service: Compensation is payable for labour, travel, travel time, transportation, spare parts and consumable materials.
- b. Maintenance service: Compensation is payable for annual maintenance service, travel time, transportation and per diem.
- c. Full service: Includes annual maintenance service (see above) and repairs and replacement of defective equipment and materials, in addition to wear and tear and consumable materials and related labour costs.
- d. The service fee is established according to the price set out in the applicable price list or according to separate agreement. The fee for the Maintenance Service and Full Service is paid on an annual basis in advance and recalculated according to SCB's producer price index (JPPI), SNI 38.

9. Changes in the scope of the facility

In the event of any changes in the service level during the agreement term, the scope of the facility shall be revised and the fee adjusted in accordance with the change.

10. Work hours

All service is performed during AVARN's ordinary business hours (currently Monday – Friday, excluding holidays, between the hours of 8 AM and 5 PM) unless otherwise agreed.

11. AVARN's service undertaking

Emergency service

AVARN undertakes to remedy functionality-impeding defects in the facility. Following a service notice, AVARN undertakes to commence troubleshooting at the Customer's facility within two business days or within a specified period of time in the agreement.

Maintenance service

AVARN undertakes to perform maintenance service on the Customer's facility at stated times each year and to an extent as set forth in the contract appendix. Unless otherwise agreed, the aforementioned shall include visual inspection, functionality checks, administrative follow-ups and preparation of the service record.

Full-service

AVARN undertakes, in addition to the maintenance service, to also perform emergency service at the Customer's facility in accordance with the contract appendix. The full service undertaking does not include wear and tear materials/consumable materials unless specifically stated in the Agreement.

12. Coordination of maintenance service and emergency service

In the event emergency service is performed in close proximity to the time at which maintenance service is to be performed, AVARN may also perform maintenance service. AVARN shall not have the right to charge the Customer for such coordination for costs compensated through the agreement for maintenance service.

13. Limitations on AVARN's undertakings

AVARN shall not be liable for defects or damage caused by external forces, changes in the design of the premises, or indirect or direct damage or loss which may arise through defects to the facility or through the facility not being in operation. AVARN shall not compensate for costs for measures caused by alarms. In conjunction with full service, AVARN shall not be liable for defects or loss caused by external forces or direct or indirect loss or defects caused by atmospheric disruptions, theft, fire, water, incorrect handling and repairs, or other measures performed by a party other than AVARN.

14. The Customer's undertakings

The Customer shall provide AVARN with access at agreed times to premises and facilities in order to render possible AVARN's undertakings during normal business hours. In the event an impediment arises as a consequence of circumstances attributable to the Customer, AVARN shall have the right to charge the Customer for any costs which arise for waiting time, travel, etc. The Customer shall provide AVARN with assistance personnel and tools such as ladders, scaffolding and cranes free of charge.

15. Delays by the customer

In the event the Customer is unable to allow AVARN to perform maintenance service during normal business hours, the Customer shall immediately inform AVARN thereof. Regardless of the cause, the Customer shall compensate AVARN for any costs that may arise as a consequence of it not being possible to perform maintenance service during business hours.

16. Term of liability and claims

AVARN shall be liable for service work performed during the term of the agreement. AVARN shall be responsible for defects in repairs performed in conjunction with emergency service, and which are not included in the parties' agreement, for a period of three months after the final date the emergency service was performed. The Customer shall immediately notify AVARN in the event the Customer discovers defects in AVARN's service undertaking. In the event the Customer fails to give notice of such defects within ten days of having discovered the defect, the Customer forfeits any right to bring claims based on the defect.