

Terms and Conditions of Sale and Delivery for Telesikring A/S Business

1. Definitions

Security Agreement: The agreement between the Customer and Telesikring via a contract or acceptance of a tender. In the event of the latter, the tender shall act as the Security Agreement.

Date Effective: The day on which Telesikring transfers the Security System to the Customer, providing access to use it.

Installation Declaration: A declaration from Telesikring that the installation has been installed according to relevant requirements from Forsikring og Pension.

Account Agreement: The account agreement the Customer has signed in its Security Agreement.

Sales Price: The full price for purchase and installation of (by leasing) the Security System.

Account Price: The price the Customer pays for its account according to the Security Agreement.

The Security System: The system installed, for which a Security Agreement has been made between the Customer and Telesikring.

App: The application used by the Customer to administer the Security System.

Non-verified Alarm: When an alarm has only been activated by a single alarm device, room sensor, detector, zone, sensor or the like.

Verified Alarm: When an alarm has been activated by multiple alarm devices, room sensors, detectors, zones, sensors or the like.

Specific Instructions: The reaction procedure started if the Customer's Security System is activated.

2. General Information

Unless otherwise agreed in writing, these Terms and Conditions of Sale and Delivery (hereinafter 'the T&Cs') for deliverables from Telesikring A/S (hereinafter 'Telesikring') to the Customer.

The Security Agreement shall be signed by hand or electronically via e-mail.

The sales price for the Security System shall be stated in the Security Agreement as the purchase price or installation price (for leasing).

The account price in the Security Agreement depends on the account selected and whether the Security System is bought or leased. There are different types of account, as set out in the Account Solutions appendix. The Security Agreement states which account has been selected.

Telesikring is entitled to charge the Customer for external costs incurred for installing and servicing the Customer's Security Agreement. External costs include the rental of lifts, the provision of special brackets, etc.

General details that Telesikring has published online, in brochures etc. cannot apply if they contradict the individually agreed T&Cs.

Telesikring is not a certified mechanical installer. Mechanical security (e.g. concertina gate and electric lock) can be installed by Telesikring's subcontractors who are certified. Any agreement on supplementary mechanical security shall be stated in the Security Agreement, but is never covered by the Account Agreement.

Telesikring can revise its T&Cs with immediate effect if such revision is to the Customer's benefit. Telesikring is also entitled to revise its T&Cs with three months' notice.

When Telesikring gives notice of a revision, the Customer will be advised in writing directly via mail or letter.

Before any revisions can come into effect, the Customer shall advise Telesikring if it does not want to be bound by the new T&Cs. If the Customer fails to advise Telesikring, it shall be regarded as acceptance of the revisions.

If the Customer does not want to accept a revision, Telesikring is entitled to regard notice from the Customer as termination of the Security Agreement with the agreed period of notice, or allow the Security Agreement to continue on the previously agreed T&Cs.

3. Prices

All prices are stated in Danish kroner ex-VAT.

Telesikring's prices for installation, maintenance and repair work etc. are based on Telesikring's prices in effect at any time. This will always presume that the work can be performed without hindrance and within Telesikring's normal working hours from 7.30 a.m. to 3 p.m. weekdays.

Any costs, fees, taxes or the like are not covered by the Security Agreement. This includes, for example, ISO-certification fees, call-out charges from the police and fees re-invoiced from the Control Centre to Telesikring for calling the police, telecom company, authorities, fire service or the like.

The Account Price in effect will be adjusted annually on 1 January of each year. Adjustment will be based on the percentage increase in the retail price index based on the index for October prior to 1 January compared to the same index in October the preceding year, although minimum 2% per annum.

If the prices for the tendered or delivered deliverables change due to general price increases, fees, changes in purchase prices, carriage, customs, taxes etc., Telesikring is entitled to revise the tendered and/or agreed prices to the Customer by the same percentage, including the entire increase amount.

Such an increase can only be actuated for the future and no more than once annually on 1 January. If the Customer does not wish to continue the Security Agreement with the revised price, notice shall be given accordingly to Telesikring within 14 days of receiving notice of a price increase. If the Customer fails to give such notice, the Security Agreement shall continue at the revised price. If the Customer does not wish to accept the price increase, the Customer's notice accordingly shall be regarded as notice of termination of the Security Agreement on the agreed terms.

Entering into the Security System agreement and/or the Account Agreement presumes that the Customer is not registered in RKI or other debtor registers.

Telesikring is freely entitled to annul any agreement entered into if the Customer cannot be approved by Telesikring's credit rating department.

4. Payment

Payment is due no later than 14 days after invoice date. In the event of late payment, penalty interest of 2% per month or part thereof shall apply from the due date.

The Account Price in the Security Agreement shall be charged quarterly in advance, starting for period from the Date Effective and until the end of the current quarter, and thereafter on the 1st of any quarter.

If the Customer fails to pay before the due date, Telesikring is entitled to withhold deliverables/services not yet delivered and/or annul the Agreement after prior written notice of 3 calendar days, whereupon Telesikring is entitled to terminate the Security and Account Agreement with immediate effect, and cause any signal to the Control Centre to be disconnected and the Security System dismantled (if it belongs to Telesikring).

Telesikring reserves the right of ownership for the items sold with those limitations arising from the mandatory legal rules, until the full purchase price is paid by the Customer or agreed collateral is provided, and until that is done, the Customer is not entitled to sell the sales object onwards or in any other respect dispose over the items in any manner that contravene Telesikring's proprietary rights.

5. Delivery Times

Delivery times are stated contingent on possible supplier delay and unforeseen circumstances. If a supplier delay is deemed to be likely, the Customer shall be informed immediately with details of a new expected delivery date.

Telesikring cannot be held liable for any loss, direct or indirect, that the Customer may incur due to delayed or missing delivery.

6. Warranty Claims

If the Customer wishes to claim a shortcoming, the Customer shall notify Telesikring as soon as the shortcoming is detected or should have been detected stating the nature of the shortcoming. If the Customer has or should have detected the shortcoming and fails to claim as stated above, the Customer cannot subsequently claim for the shortcoming. If the Customer has failed to claim for a shortcoming to Telesikring within 12 months of the delivery date, the Customer cannot subsequently claim for the shortcoming.

Any defects and deficiencies on the installed system shall be reported to Telesikring as soon as possible, and Telesikring shall be entitled to rectify such shortcomings (the right of rectification).

Defects due to incorrect operation, wear, or overload are not covered by the right to make a warranty claim and will therefore be invoiced separately to the Customer.

Any repair arising from defects and deficiencies, changes or dismantling of the Security System, shall be performed by Telesikring or by a sub-supplier appointed by Telesikring. The work is expected to be performed within normal working hours.

If the system is dismantled in accordance with the above, Telesikring is entitled to charge the Customer a fee, currently of DKK 5,000 ex-VAT.

In the event of the Security System being leased, the right of ownership to the Security System, including all parts and alarm signs, belongs to Telesikring. The Customer is not legally entitled to dispose over the Security System, whether for sale, pledging, loaning out, etc. The duty of maintenance and renewal, including the risk of accidental loss for the Security System are the responsibility of the Customer.

Telesikring only guarantees the provision of new spare parts for a maximum of 36 months after installation of a new system.

7. Connection to the Control Centre and calls to the police.

Specific Instructions shall be given by the Customer according to the Security Agreement and passed to the Control Centre by Telesikring. The Customer shall ensure details in its Specific Instructions are kept updated. Any changes to Specific Instructions shall be made via www.telesikring.dk.

In the event of accidental alarm activation, the Customer shall inform the Control Centre by phone within 2 minutes of such activation. A charge will be made in the event of failure to do so. In the event of waiting time at the Control Centre, the Customer is obliged to wait until the Control Centre receives the call.

The Control Centre will react according to Specific Instructions given in accordance with the Security Agreement.

In the event of the police being called, Telesikring and the Control Centre cannot guarantee that the police will respond, including the duration of any response time. The Control Centre/Telesikring cannot thus be held liable in the event of non-attendance or late response.

8. Termination Terms

Notice of termination of the Security Agreement shall be given in writing.

The Security Agreement is irrevocable for the first 36 months after the Date Effective. The Agreement can then be terminated by the Customer or Telesikring with 3 months' notice to the end of a month.

In the event of termination of the Security Agreement, the system will be deactivated as quickly as possible after expiry of the notice period and any signal to the Control Centre will be disconnected. No patrol or service visits will then be made.

The physical dismantling of the Security System will be agreed with the Customer. A separate agreement concerning dismantling will be made if the system is the Customer's property which will be invoiced. Signs and cylinders for key boxes always belong to Telesikring.

If the Security System is Telesikring's property, the Customer shall give Telesikring access to dismantle the Security System as soon as possible after termination of the Security Agreement.

If the Customer fails to give Telesikring access to dismantle the Security System, Telesikring is entitled to charge the Customer the residual value of the Security System. The residual value will be calculated as the value of the Security System less annual depreciation of 10% per annum for the first 8 years. After year 8, the residual value shall comprise 20% of the new value.

Any costs incurred for repair of walls, ceilings, doors, windows or any place where there have been installations are the responsibility of the Customer.

In the event of termination of the Customer's upgrading agreement, this Agreement shall be redeemed at any time or continue until its expiry.

9. Insurance Requirements

The Customer shall inform Telesikring if it has a requirement for level of security in its insurance policy or from the police. Documentation shall be provided to Telesikring.

If mechanical security is required, the Customer shall stipulate whether Telesikring (via sub-suppliers) shall erect mechanical security. Such a requirement shall be stipulated in the Security Agreement.

Upon the Security System's completion and Telesikring's approval of the Security System, Telesikring shall issue an Installation Declaration concerning the electronic security system. If mechanical security is installed by sub-suppliers, a mechanical installation declaration shall be provided by the sub-supplier.

An installation declaration concerning electronic security issued by Telesikring shall be sent to the Customer by mail. The Customer shall retain the Installation Declaration as proof that insurance requirements have been met.

If the Customer has access to operate its Security System via the app solution – regardless of system type – Telesikring cannot issue an Installation Declaration with security level unless the Customer obtains written approval for the same from its insurance company. If the Customer wants to use an app solution – but does not obtain approval from its insurance company – Telesikring cannot be held liable for failure to meet the insurance level, including the viability of the Installation Declaration issued by Telesikring.

10. Liability

Telesikring can only be held liable for compensation for loss with the limitations imposed by these terms and conditions. Telesikring cannot be held liable for indirect loss, consequential damage, loss of data and costs for their restoration and loss of profit, regardless of whether due to simple or gross negligence.

Telesikring furthermore not be held liable for: Loss or damage to electronic data caused by theft, vandalism, terrorism or virus attack, faults on the system due to faults in parts provided by the telephone companies, signal transmission of any kind including telephone connection, wireless or mobile, shutdown of signal connections and/or changes by or delays on the part of the telephone companies, battery loss or power outages, breakdown, empty or defective first aid or firefighting equipment, extreme weather conditions that cause failure of the installed systems, changes to the installation, whether constructional or configuration of the secured area, not reported to Telesikring in advance and that cause a Security System to fail to work as intended.

If an Installation Declaration has been issued, the Customer shall inform Telesikring in writing of any change to the secured area in relation to its configuration at the time of signing of the Installation Declaration.

Any damage Telesikring is liable for according to the above is limited to direct damage/loss and – regardless of cause and the nature of the claim – is limited to the invoice value for the product/service that caused the damage/loss or is the cause of, or directly related to the claim for compensation, although not exceeding DKK 100,000 per claim per annum.

The limitation of liability for compensation claims only applies to damage and amounts not covered by insurance. Telesikring cannot be held liable under any circumstances for damage covered, or that could be covered, by a standard insurance against loss or damage by the Customer.

Telesikring bears product liability for damage or injury caused by the deliverables to persons, objects and loss of provider according to applicable law. Telesikring cannot be held liable in any other respect for product liability.

11. Force Majeure

Telesikring is not liable for compensation to the Customer for loss arising from circumstances of an unusual nature and that obstruct, hinder or add expense to fulfilment of the Agreement, providing they occur after submission of the tender and that are beyond the control of Telesikring, including: Labour disputes (strikes and lockouts), fire, war, riots, internal unrest, extreme weather and natural disasters, currency restrictions, seizure by the authorities, import or export bans, disruptions to public services, including energy supply, cyber attacks, epidemics, major price and/or tax increases, currency fluctuations, product and delivery problems due to circumstances that cannot be attributed to Telesikring and the occurrence of force majeure at relevant sub-suppliers.

12. Personal Data

Upon signing the Security Agreement, the Customer has given its informed consent to Telesikring processing the Customer's data.

Telesikring is the Data Controller The gathering and processing of personal data is therefore in accordance with the GDPR and Data Protection Act, and Telesikring shall gather and store only the personal data necessary to ensure that the Customer receives professional and correct processing, e.g. contact details.

Telesikring Uses third party suppliers of underlying IT systems, which act as data processors and as such are subject to a duty of confidentiality concerning and data exchanged.

The Customer is entitled to insight into what data Telesikring processes and in certain instances to have such data corrected, erased or supplied. The Customer can read more about its rights concerning the processing of personal data at www.telesikring.dk

13. Disputes

Disputes between the Parties that cannot be settled amicably shall be resolved according to Danish law at the District Court in Esbjerg, or if that court does not have the necessary competence, at the Maritime and Commercial Court. Danish international private law that refers to foreign law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.