

SUPPLY TERMS AND CONDITIONS SÄKERHETSBRANSCHEN SB:107

Relating to supply/installation of electronic security plant (such as burglary, assault, security, fire, fire indicator, operational alarms, ITV and entry systems) to entities other than consumers.

For consumer contracts, special rules apply which follow from the Sales of Goods Act and the Consumer Services Act respectively.

Tender/quotation

Unless otherwise is stated, the seller's written tender/quotation is binding for 1 month from the tender date.

Price

Prices and fees stated in tenders and contract documentation exclude value added tax, other taxes, fees and duties. Unless otherwise is agreed, costs for freight and insurance are additional.

Payment terms

Payment shall be made within 30 days of delivery, or according to the terms specially agreed. For installations or major deliveries, the seller is entitled to demand payment of one third of the order value at the time of ordering, one third in conjunction with delivery or during installation in progress, and the final third 30 days after completion of delivery or handover of installation. In the event of late payment, interest on late payment is charged, calculated according to a rate exceeding by 8 percentage points the discount rate as set and amended from time to time by Sweden's Riksbank plus statutory reminder fees.

Right of repossession The products/plant remains the seller's property until they have been paid for in full. Accepted bills or other undertakings are not considered as payment until redeemed in full. Until the ownership right has been transferred to the buyer, the buyer undertakes to look after the products/plant well. In the event of any disassembly, the seller is entitled to compensation for work carried out both for assembly and disassembly.

Delivery/installation

When only material is purchased, delivery is free the seller's office/warehouse. In the event of such a purchase, it is incumbent upon the buyer to inspect and check each delivery without delay. A delivery note shall accompany the goods.

For delivery with subsequent installation, the buyer is responsible for ensuring there is an access road from the public road to the reception area, and that the buyer's reception conditions allow delivery in a suitable manner. The buyer is responsible for ensuring electricity or other power necessary for the work is available. It is incumbent upon the buyer to pay for this.

At installation, it is a prerequisite that any beams, suspended ceilings or other obstructions of importance for the installation are disassembled/removed by the buyer. The buyer is responsible for ensuring any drawings and descriptions provided by the buyer are correct.

If obstructions are not removed or if work cannot be carried out without interruption due to the buyer not having fulfilled its undertaking, the buyer will be charged any extra costs.

Scope/prerequisites of the undertaking

Installation of wiring will be in existing channelization or external. Making holes in specially armoured material is not included in the undertaking. Alarm signage is erected free of charge in conjunction with the installation of burglar alarms.

If there are special requests for where these are to be located, the buyer shall inform the seller of this before the installation starts. The signage is the seller's property and may not be moved. A demonstration of the plant shall be carried out by the seller in conjunction with completion and is expected to take place during normal working hours.

The following is not included in the undertaking:

Painting, post-installation repairs and cleaning, installation of 230V alternating current power, connection to the telephone network or other monitored/supervised wiring.

For work carried out above 4 m from the floor surface, the buyer shall provide ladders, scaffolding towers and/or lifting equipment for the work free of charge. Ladders and scaffolding towers shall be of such a construction that they offer reassuring safety. Lifting equipment shall be designed in accordance with the instructions of the National Swedish Board of Occupational Safety and Health.

Seller's liability/guarantee

The seller undertakes to correct, free of charge, faults due to failings in construction, material or labour, which existed on the date of delivery and were notified to the seller within one year of handover of the product/service. The seller is not liable for any fault or damage caused by accident, negligence, incorrect handling, unauthorized intervention, battery leaks, lightning strike or other similar external circumstance.

The seller has the same liability for parts that have been exchanged or repaired as for the original delivery during a one year period as from the date of the exchange or repair. The seller's liability is, however, under all circumstances limited to a period of no more than two years from handover of the product or service.

The seller does not have any liability for faults or failings over and above what is stated above. This applies to every loss the fault may cause, such as loss of production, loss of profit or other financial loss.

Comment text: *Consequential losses, such as call-out charges, are thus not compensated for.*

Fault correction/complaints, etc. Any fault correction measure as per above shall take place within a reasonable time from the buyer notifying the seller of the fault. Reasonable time shall be determined with consideration for the nature and scope of the fault, the difficulty of determining the fault, access to spare parts and available workshop capacity. The seller is obliged to correct faults only if the buyer notifies the seller of the fault within a reasonable time, normally 14 days from the time the fault arose, however no later than 12 months from the date of delivery.

The seller is entitled to choose whether to correct the fault at the buyer's premises or at a repair workshop. In the event of fault-correcting measures carried out at the buyer's premises, the seller shall pay for travel and travel time for the seller's personnel from the repair workshop within Sweden.

In the event of fault-correcting measures in locations that cannot without difficulty be reached using daily means of communication, or that lack fixed connection with the mainland, any additional cost of travel and travel time for the seller's personnel shall be paid for by the buyer.

Buyer's rights if a fault is not corrected

If the seller/supplier does not fulfil its liability to correct faults or failings within a reasonable time, the buyer is entitled to set a final deadline for this work by means of a written notice. At the expiry of such a deadline, and if the fault or failing has not been corrected, the buyer is entitled, at its own option:

1. to have the fault correct at the seller's/supplier's expense. In this event, the buyer shall act with judgement and limit the measures and costs of correction; or
2. demand a price reduction of an amount corresponding to the value of the fault or failing, however no more than 15 % of the agreed price of the delivery.

If the fault is significant, the buyer is entitled to cancel the contract.

Timings, etc.

Delivery/installation shall take place/be carried out within the time agreed. Unless otherwise has been agreed, the delivery/installation is completed when the seller has fulfilled its undertakings according to the contract drawn up and these terms and conditions.

The seller is entitled to an extension of time if the seller is delayed due to circumstances not caused by the seller and the effect of which the seller could not reasonably have counteracted.

If the delivery/installation is delayed and the seller is not entitled to an extension of time, the seller shall pay the agreed fine, however never more than one base amount for social security purposes. If a fine has not been agreed, the seller's liability for damages is limited to one base amount for social security purposes.

Force majeure

The following circumstances shall be deemed to constitute grounds for exemption in the event they occur after a contract has been entered into and prevents its fulfilment. Labour conflict and every other circumstance over which the seller has no control, such as fire, war, mobilization or unforeseen military call-up, requisition, impounding, currency restrictions, revolt and riot, lack of means of transport, reductions in the availability of fuel and faults or delays to deliveries from sub-contractors. It is incumbent upon the seller/supplier to notify the buyer in writing without delay of any such circumstance as described above.

Cancellation

If the seller cancels a contract entered into without being entitled to do so, the seller/supplier is entitled to compensation for any costs arising from this, as well as loss of profit in an amount corresponding to no less than 20 % of the price.

Technical documentation

Drawings and other technical documents handed over by the seller remain the seller's property. The buyer may only use, copy or disclose such documents to any third party if this is required in order to fulfil the purpose of the document.

Goods taken into care

The seller is liable for goods taken into care or goods handed in for no longer than three months. Thereafter, the seller is entitled to sell the goods according to the Act on Business's Right to Sell Articles, etc.

