

# General terms of sale and delivery applicable for KIBO Sikring A/S



## 1) Application and validity

The following general terms of sale and delivery apply between the customer and the supplier - hereinafter referred to as KIBO - to the extent that they are not waived by an express written agreement.

The customer's indication of special terms in tender documents, orders, etc. is not considered to be a derogation of the following terms, unless KIBO has accepted them in writing.

Clause 7 relates solely to mechanical security such as fencing, gates, bollards, boom barriers, etc.

Clause 8 relates only to the purchase and installation of electronic security solutions/components such as automatic intruder alarms, access control and/or CCTV systems.

Clause 9 relates solely to service contracts concluded separately between the customer and KIBO.

Clause 12 relates solely to work and deliveries in the construction industry. (AB 92)

## 2) Limitation of liability

KIBO is liable for compensation under the general rules of Danish law, though subject to the limitations imposed by these terms and conditions:

KIBO is only liable for the damages that can be directly attributed to KIBO's services under these terms and conditions. Thus, there is no liability for operating losses, indirect losses, profit losses, loss of electronic data or the like, nor for damages in connection with any form of terrorism, nor for damages that the customer can secure coverage for by obtaining insurance for at one of the insurance companies operating in Denmark.

In any case, KIBO's liability is limited to the invoice amount for the project in question, however, never with an amount exceeding DKK 250,000.

## 3) Product liability

The product liability of KIBO follows the provisions of the Danish Product Liability Act, which cannot be waived by agreement. KIBO assumes no liability for any other product damage. The amount of product liability cannot exceed the cover of KIBO's product liability insurance. In any case, KIBO is not liable for any loss of assets, including operating losses, loss of time, loss of profits and similar incidental losses.

The customer is obliged to notify KIBO without undue delay if the customer becomes aware of losses incurred through the purchased product(s), through the assertion of such damage from a third-party or there being a risk of such damage occurring. Should KIBO have any liability towards third parties, the customer is obliged to indemnify KIBO according to the limitation of KIBO's liability under the clause herein.

## 4) Force majeure

Force majeure exists if a party or its subcontractor is prevented from complying with this agreement or related agreements due to war, civil war, governmental restrictions, import or export conditions, natural disasters, including but not limited to earthquakes, floods, widespread industrial action, fire or the like, which should not or could not be foreseen by the parties at the time of the conclusion of this agreement.

In case of force majeure, including strikes, lockouts, including by KIBO's own employees or subcontractors, etc., KIBO is not liable for its services.

Circumstances that prevent timely or defect-free installation and which are not due to KIBO's negligence or omission including the destruction of materials, suppliers' failure, carriers' failure or other third parties' failure, etc., exempts KIBO from liability for the fulfilment of the task.

Installation dates are subject to change and may be changed at any time due to force majeure, weather conditions and illness. KIBO cannot be held financially liable (directly or indirectly) for any consequences due to change of start date.

## 5) Payment terms

Offers (and order confirmation) are given on the condition of a subsequent satisfactory credit rating. Offers are valid for acceptance for 30 days from the date of the offer.

Upon the customer's receipt of order confirmation, a final agreement is concluded between the parties.

Prices quoted in offers include installation and delivery but exclude any restoration of coatings and the like. The price presumes regular soil conditions, e.g. soil, sand and clay, so that no extra foundation or the like is required. In the case of goods delivery, the price is quoted ex works and exclusive of VAT, delivery and any charges.

KIBO's payment terms are net 20 days from invoice date. After the due date, 2% interest is charged per month started. In case of late payment, KIBO is entitled to charge a reminder fee of DKK 100 for each reminder sent to the customer.

For orders over DKK 20,000, 35% of the order sum is invoiced upon placement of order. The remaining amount is invoiced as the work is completed. KIBO is entitled to invoice on-account or invoice in advance if KIBO so requests.

KIBO is entitled to carry out credit assessments of customers on an ongoing basis. If KIBO assesses the credit rating to be unsatisfactory, KIBO is entitled to hold back a delivery in full or in part until adequate collateral has been provided by the customer. If no collateral is provided within 10 days upon request, KIBO is entitled to terminate the agreement and to claim damages for proven losses.

The customer cannot set off, just as there cannot be any liens or denial of payment due to delay, complaint or counterclaim regarding the goods/services delivered. The ownership of delivered goods only transfers to the customer upon payment of the entire contract amount.

Particularly with regard to service agreements, cf. clause 8, it is agreed:

- That the price is adjusted in accordance with the development in the Labour Cost Index for Construction, with a minimum of 3% and invoiced at the beginning of a new period once a year. The agreement is invoiced without further information on this. If the index is obsolete, KIBO is entitled to use a similar index. Despite the adjustment, the price cannot be less than the originally agreed price.
- That payment is made one year in advance upon start of contract.

## 6) Conditions for changes, ongoing contracts and complaints

### Changes

Changes and/or cancellation of orders must be received in writing.

When changing and/or cancelling after receiving the order confirmation, the following conditions apply:

- Hours spent in administration, production and installation are invoiced 100%
- Purchased materials are invoiced at 50% of KIBO's sales price. If KIBO has the opportunity to use the purchased materials for another task within 3 months, the customer is credited with the amount paid.

### Conditions of ongoing contracts

Service agreements, cf. clause 8, are binding for the first 12 months and then renewed automatically without notice with one year at a time.

The agreement may be terminated in writing by either party until the end of a contract period. At least one month's notice must be given.

### Complaints

The customer has a warranty of one year from the delivery of the goods. In case of defects – regardless of character and number – the customer is entitled at its own expense and risk to hand in goods for repair or request a repair or servicing of the product. If there are no errors and/or defects for which KIBO is responsible for, the customer may be invoiced for the time and materials used.

The customer cannot cancel the purchase as a result of defects.

In the event of a complaint, KIBO must within five working days after notification commence with the rectification of the error, unless a service agreement has been made, cf. clause 8, which indicates otherwise.

Complaints must be made immediately upon receipt, where the customer must examine the delivered goods

in accordance with good business practice and complain in writing about the errors and defects. For other errors and defects, a complaint must be made within 8 days after the defect is detected. Failure to do so will result in the warranty being forfeited and it cannot be subsequently claimed.

## 7) Mechanical security

KIBO provides technical drawings with cable requirements for the local installation of the work. Offers do not include 230V plugs and are also not provided with cable racks. With regard to cable and power supply, see clause 11 "Cables and utility lines".

### Installation

The customer must ensure that the fence line is cleared and levelled, without any inconveniences of any kind in the soil and a firm surface for driving with our normal installation equipment, including but not limited to Bob Cats and trucks, along the fence line. It is assumed that the execution of the work can take place in a continuous process without interruptions for reasons that do not concern KIBO. If this is not the case, it can be invoiced separately.

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## Customer's obligations

The following is assumed to be done by the customer and is not included in KIBO's work unless it has been waived expressly by a written agreement:

- Removal of material such as chain link fencing, poles, gates, etc., including digging up of paving stones.
- Necessary clearing of vegetation and the like.
- Wire protection tubes by boom/gateway are assumed to have been taken down.
- Signal cables and supply voltage (main current) are assumed to be supplied and connected to the switch cabinet.
- Burying of inductive loop.
- Disposal of surplus soil, concrete waste, and other fence waste.
- The customer collects information in the Danish Register of Underground Cable Owners and the customer pays for this.

## 8) Electronic surveillance

KIBO is ISO 9001 certified in automatic intruder alarms, access control and CCTV supplier, ensuring you reliable advice in connection with the purchase, installation and operation of these systems.

KIBO thus commits itself:

- To maintain a quality manual that complies with ISO 9001:2000, including preparing the management's evaluation with related observations.
- To use all the "Forced Tools", which primarily will serve as proof of delivery to the customer. Depending on the field, it may, for example, be "Description of the guard duty", Technical Specification and "Installation declaration" and annexes to all deliveries - including giving advice to the customer, preparing the customer's security policy and informing the customer of the laws and regulations that apply to the area.
- To be able to show a copy of installation declaration, management's evaluation, the latest annual statement and status of the ongoing action plan for both internal and external audits.
- To ensure the training of employees in accordance with the "Requirements specification" for the area.

## Installation

It is assumed that the work must be able to be carried out in a continuous process within normal working hours. It is assumed that an IT technician participates in the commissioning of the network. If KIBO drives in vain to a task, and if the conditions do not appear as agreed, KIBO reserves the right to invoice the customer for the time used and for the driving. The customer guarantees to have taken a complete, effective backup before KIBO is given access to the system.

## Cables and utility lines

KIBO supplies a cable plan for installation to the work. Offers do not include 230V plugs and are not provided with cable racks. In cases where KIBO damages existing cables/utility lines, the customer is obliged to indemnify KIBO, including but not limited to claims by third parties, except where intent or gross negligence on the part of KIBO is present or KIBO has been presented with a current technical drawing showing the cables/utility lines.

## 9) Service agreements Service agreements and rights

Service agreements are defined as agreements where KIBO undertakes to service the products mentioned in the service contract. There may be mechanical products such as sliding doors, sliding booms, automatic booms, etc. or electronic products such as automatic intruder alarms, access control, CCTVs, etc. These components are hereinafter referred to as "Installations".

The customer undertakes not to let anyone other than KIBO or others referred by KIBO to perform service, repairs or modification and the like to the installation.

Moving or modification to the installation, including enlargement and reduction, alteration, etc. may only be performed by KIBO or by agreement with KIBO and at the customer's expense.

## Execution of Service

Service is performed with the number of times stated in the agreement and includes working hours and driving. Time of service visits are determined by KIBO. In the case of on-call agreements, repairs are commenced by KIBO within the number of hours mentioned in the agreement and within KIBO's regular opening hours: Monday-Thursday from 8:00 am to 4:00 pm and Friday from 8:00 am to 2:30 pm.

Start-up price is payable upon call.

The service agreement includes technical service of the installation, including maintenance inspection and adjustment/test of the installation as a result of normal use. The service is carried out during the technician visit on-site, or, if possible, by connecting to the customer's equipment via telephone/internet. Any spare parts and components used will be billed to the customer in accordance with KIBO's applicable hourly rates and prices for spare parts. At the end of each servicing visit under the service agreement, a service journal is filled out by the technician in question.

The service agreement does not cover any delivered PC equipment and user programming.

Repairs due to damage, e.g. vandalism, collision, burglary, fire, thunder, lightning strike, wrong voltage to the electric grid and the like are carried out at the customer's expense.

Likewise, it is the customer's responsibility to ensure free movement of the product so free movement is not prevented.

Ordered on-call visits, which is not due to technical defects in the delivered goods, or which include repairs outside of the service agreement, or where the technician cannot perform the ordered work due to factors that KIBO are not liable for are carried on the basis of time consumed.

KIBO is entitled to instruct the customer in simple maintenance work such as re-setting of the system.

Failure to comply with this entitles KIBO to invoice for time spent.

## 10) Mobile assistance agreements

Mobile assistance agreements are defined as agreements where KIBO guarantees to put up a Mobile Gate container at the customer's location within an agreed response time. It is the responsibility of the customer that there is physical space for the container and that there is electricity connection in the immediate vicinity of where the containers must be placed. Regarding KIBO's responsibility for the individual mobile assistance agreement, please see clause 2, clause 3 and clause 4 above.

## 11) Cables and utility lines

Provision and allotment of fence lines, cables and utility lines such as water, electricity, gas, telephone, fibre-optics, sewer, etc. are outside of KIBO's work. This covers internal, external as well as public cables/utility lines. It is therefore incumbent upon the customer before excavation to achieve the following:

- Obtain a digging permit and valid/current map as well as verifying the location of the wires and to pass this information on to KIBO in writing.
- The customer collects information in the Danish Register of Underground Cable Owners and the customer pays for this.
- Any provision of lines is done at the customer's expense.

If the above conditions are not present, KIBO is entitled to postpone the work. KIBO may also demand collateral from the customer in the form of an on-demand guarantee.

In cases where KIBO damages cables/utility lines, the customer is obliged to indemnify KIBO, including but not limited to third-party claims. Excluded from this are conditions that are characterized by negligence on KIBO's part.

## 12) Work and deliveries in the construction industry (AB 92)

### Regulation

To the extent that it is a construction matter, and where KIBO has referred to AB 92, the reference must be understood such that AB 92 applies with the modifications resulting from this provision and the terms of sale and delivery in general. To the extent that there are differences between these terms and AB 92/Danish Construction Association's standard reservations of May 2008, the present conditions prevail.

When referring to AB 92, AB 92 applies excluding Section 6, Section 32, Section 34, Chapter H, Section

47. Standard reservation of May 2008 from the Danish Construction Association will also apply.

When installation has taken place, clause 10, AB 92 and Danish Construction Association's standard reservation of May 2008 no longer apply, and the equipment delivered is regulated according to the other sale and delivery provisions.

## 13) Choice of law and legal venue

Any disagreement or dispute between the parties regarding the interpretation and scope of these terms of sale and delivery will be settled by the Herning District Court using Danish law.

## 14) Other information

If there is a need for manual excavation, this is invoiced as a separate service. If KIBO drives in vain to a task, if the conditions do not appear as agreed, KIBO reserves the right to invoice the customer for the time used and for the driving.