

**GENERAL TERMS AND
CONDITIONS 2.6
Stanley Security AS**

All deviations from these standard terms and conditions shall be contained in writing and apparent in the contract/confirmation

1. General

- 1.1 By Stanley Security shall in this contract be understood Stanley Security AS.
- 1.2 The relationship between the parties shall be governed by the provisions in the contract form and the general terms and conditions herein stated.
- 1.3 In the event of disagreements between the terms and conditions, the contract form shall take precedence over general terms and conditions.

2. Duration, changes, termination etc.

- 2.1 The contract period is governed by the contract form. Where no other contract period is set, the contract period is one year. The parties have a mutual termination notice period of three months prior to the end of the contract period. If no such written notice is received, the contract shall be renewed automatically for one year at a time with the same termination time and conditions. The termination period runs from the first day of the consecutive month after the notice of termination was sent.
- 2.2 ~~xxxXXXXXXXXXXXXXXXXXX~~
- 2.3 Amendments to the contract shall be in writing, and confirmed by a designated person of the customer.
- 2.4 In the following circumstances Stanley Security shall be entitled to terminate the contract with immediate effect:
 - 2.3.1 In the event of material changes in assumptions and conditions for Stanley Security that are of significance for the contract, provided that such changes are caused by factors outside Stanley Security's control.
 - 2.3.2 In the event of changes in the legal position or frameworks for Stanley Security's activity in such a way that it is necessary to restructure Stanley Security's performance pursuant to the contract.

3. Implementation of the contract.

- 3.1 Stanley Security's services shall be performed in accordance with the contract, and in accordance with specific instructions prepared in co-operation with the customer.

- 3.2 Stanley Security's services shall be performed in accordance with the "Act on Private Security Services".
- 3.2. All communication between the customer and Stanley Security shall be directed by the designated person of the customer, and it is the customer's responsibility to ensure that the person who makes the order or changes in the order is authorized to do so, on behalf of the customer.
- 3.3. Stanley Security's personnel shall comply with the security regulations applicable to the customer's personnel, provided that the customer has informed Stanley Security thereof in advance.
- 3.5 Stanley Security's personnel shall have a duty of non-disclosure regarding all information to which they acquire access in connection with their service pursuant to this contract.
- 3.6 Instructions, handbooks, drawings, analyses and other documentation that is the property of Stanley Security cannot, without the consent of Stanley Security, be copied, shown, handed over to unauthorised parties or made use of in conflict with Stanley Security's interests.
- 3.7 Unless otherwise agreed, the installation- and service work is to be conducted within the regular work hours (08.00 – 16.00).
- 3.8 Necessary repair work, replacement of system components, other service material, and summoned service outside of agreed periodic service visits, shall be charged to the customer in accordance with the current price list.
- 3.9 Stanley Security's direct costs of travel, travel time, diet money and other travel expenses shall be charged to the customer in accordance with the current price list.
- 3.10 All shipping is for the customer's account and risk, and the customer shall have the liability for the goods after shipping from Stanley Security's or Stanley Security's partner's warehouse, including the liability for establishment of the necessary insurance cover.
- 3.11 Stanley Security guarantees the quality of performed service work for a period of one month. In the event of written complaint within this period, faults and defects will be repaired and corrected without charge to the customer. This does not, however, include travel and subsistence expenses, nor components not charged previously. When defective components are replaced, these shall be subject to the current warranty from the supplier.
- 3.12 The service agreement does not include:
 - 3.12.1 Service and repair work due to change work, structural work, negligence, misuse, or interference by customer or others without prior agreement with Stanley Security.

3.12.2 Change of environment and working conditions for the system, and other factors over which Stanley Security has no control. This will be charged to the customer in accordance with Stanley Security's price-list.

3.12.3 Faults on telephone companies or other suppliers' alarm transmission equipment (that is, transmitters and receivers).

4. Customers duties

4.1 A Precondition for adhering to the agreed delivery date pursuant to contract is that the customer fulfils the obligations he has vis-à-vis Stanley Security.

4.2 The customer shall in a timely fashion procure the documentation required for the performance of the order, and create conditions that enable the installation or delivery to proceed without hindrance and to schedule.

4.3 If delivery is postponed for reasons outside the control of Stanley Security, the final settlement for the delivery shall occur pursuant to the original timetable.

4.4 The customer is responsible for appointing a general manager for the daily use of the system.

4.5 The customer shall appoint a person to be responsible for testing or visually inspecting the security system at least once a month. Any faults shall be notified to Stanley Security.

4.6 It shall be incumbent on the customer to inform his own employees regarding the control and security measures being taken by Stanley Security.

4.7 During the service work, there ought to be an authorised representative of the customer available. The customer undertakes to make the equipment available for Stanley Security at the agreed time. If the work cannot be performed without interruption, and this delay is caused by the customer, the extra time will be charged at Stanley Security's current hourly rates.

5. Price adjustment and payment

5.1 Continuous services shall be invoiced quarterly in advance. Other services shall be paid within 14 days of invoice date.

5.2 For installations and deliveries, by agreement one third of the price will be charged on ordering, one third when fitting begins and the final settlement will take place when the delivery of the system is completed.

5.3 Invoice/reminders fee is charged at current rates.

5.4 After due date, interest is charged pursuant to the Act relating to Interest on Overdue Payments etc.

5.5 Stanley Security shall be entitled to yearly price adjustments after one months notice pursuant to a general increase in Stanley Security's expenses.

5.6 Stanley Security reserves the right to take sales lien in delivered equipment, see the Sections 3-14 to 3-22 of the Mortgage Act, until this has been fully paid for including interest and costs.

5.7 In the event the security system is expanded at the customer's order, and there is a service agreement or agreement for periodic control, this expansion increases the value of the contract on these agreements by the sum of the numbers that equalizes the expansion multiplied with the unit price, all in accordance with the current price list.

5.8. Travels within 20 kilometers of Stanley Security's office are charged in accordance with the current rates. Travels outside of 20 kilometers of Stanley Security's office are charged by the travel time and actual costs. Driving by car is charged by number of kilometers in accordance with the State rates.

6. Non-performance

6.1 Should the customer fail to perform their obligations pursuant to contract, Stanley Security may set a reasonable deadline for having the situation corrected. Should the non-performance not be corrected within the deadline, Stanley Security is entitled to cancel the contract with 30 days notice.

6.2 In the event of non-performance, Stanley Security may stop the service delivery immediately, after prior notice.

6.3 Should the customer's breach of contract entitle Stanley Security to cancel the contract, Stanley Security shall have the right to compensation in a sum corresponding to 100% of the performances not yet due in the remaining part of the contract period.

7. Liability
- 7.1. Stanley Security represent and conduct their services on behalf of the customer and in accordance with the service description in accordance with the contract.
- 7.2 Stanley Security shall not be obliged to perform any other services than agreed, and has therefore no liability over and above what is specified in the description of the assignment or otherwise stated in the contract.
- 7.3 Stanley Security is not responsible for any claim from a third party.
- 7.4 Stanley Security shall indemnify loss or damage inflicted on the customer, provided that such loss or damage is a direct consequence of negligent or wilful action on the part of Stanley Security.
- 7.5 Liability shall not cover pure financial loss, loss of interest, indirect or consequential loss such as business interruption or loss of profits.
- 7.6 Stanley Security's liability in damages is limited to NOK 3,000,000 per claim.
- 7.7 Should the customer negligently or wilfully have contributed to the loss, Stanley Security is entitled to reject liability.
- 7.8 The customer shall notify claims to Stanley Security within three months of the date the customer knew or ought to have known about the situation prompting the claim. If the claim is not notified within the end of the three-month deadline, Stanley Security shall be entitled to reject it.
- 7.9 In the event of justified complaints after technical deliveries, Stanley Security shall repair or redeliver whatever is not in contractual condition. Stanley Security shall not have any duty of indemnity over and above free repair or redelivery.
- 7.10 Any agreements regarding daily fines that the customer may have with third parties cannot be transferred to Stanley Security unless this is agreed in writing.
8. Warranty
- 8.1 Unless otherwise specified in the contract, Stanley Security guarantees all its products against manufacturing defects for a period of 12 months.
- 8.1.1 If the installation is a part of the delivery, the warranty period begins to run on the day the system is fully installed and delivered to the customer, and expires under any circumstance and at the latest 18 months after the product was sent to the customer.
- 8.2 If the installation has been performed by other than Stanley Security, and incorrect assembly is the reason for the warranty claim, the customer shall have no claim pursuant to Stanley Security's warranty.
- 8.3.1 Stanley Security's warranty shall not include repair work occasioned by:
 - 8.3.2 negligence or misuse,
 - 8.3.3 interference by the customer or others without prior agreement with Stanley Security,
 - 8.3.4 failure or sudden voltage fluctuations in the electrical power supply,
 - 8.3.5 failure in cooling or ventilation,
 - 8.3.6 changes in the environment and working conditions for the material.
9. Special Terms - Alarm Services – Reception of alarm
- 9.1 At reception and registration of repeated alarm signals which have been caused by the customer, persons to whom the customer has provided access, [or] materiel/equipment that has not been delivered by or maintained by Stanley Security, the accrued additional costs may be charged to the customer. Stanley Security may under such circumstances as stated in 9.1 disconnect the customer's alarm transmission after prior notification.
- 9.2 Stanley Security is not liable for defective signal transmission or defective telecommunication network. Nevertheless, Stanley Security commits to influence possible repair as soon as possible, as well as to inform the customer if possible.
- 9.3 Changes of the instruction (key words, address of notification etc.) must always be notified through the customer portal, or eventually be provided in writing and within reasonable time before the change enters into force.
- 9.4 If Stanley Security does not receive an instruction concerning how the received alarm-/faulty signal should be handled, or the instruction has not been updated due to lack of information from the customer, Stanley Security may, on behalf of the customer, take the necessary measures which Stanley Security deems reasonable in relation to the nature and the scope of the notification.
- 9.5 Changes to the disposition or the adjustment of signal codes etc on alarm transmitters, shall always be carried out in co-operation with Stanley Security. Such order or information shall be provided in writing, within reasonable time, and according to agreement with Stanley Security. Assistance required in connection with the above-mentioned, will be charged to the customer according to Stanley Security's current price list.

10. Special Terms – Alarm Services - Alarm transmission
- 10.1 If alarm transmitters are connected to the line network of other telephone companies, the customer must order a line/telephone number from his/her telephone company. Stanley Security will, if agreed to in the contract, deliver such communication system as a part of the services. The customer commits to use the subscription for services from Stanley Security only. The subscription cease when the service agreement is terminated or in the case of non-performance. The communication costs sustained in the period of termination, in addition to other possible costs not in accordance with the contract, will be charged to the customer.
- 10.2 At the discontinuance of the subscription, the customer is responsible for terminating his contract with the telephone company.
- 10.3 If the telephone company requires modification of the equipment or the methods of alarm transmission, Stanley Security will propose alternative alarm transmission systems/-methods.
- 10.4 Possible transfer to other alarm transmission systems/-methods will be charged to the customer in accordance with the current price list.
11. Special Terms – Alarm Services - Emergency service
- 11.1 If there exist an emergency service agreement between the parties, emergency service will be performed in accordance with a pre-agreed instruction prepared in co-operation with the customer.
- 11.2 Stanley Security is entitled to choose emergency service partner.
- 11.3 In case of burglary/major damage, the customer will be notified as soon as possible in accordance with instructions in the contract.
- 11.4 If the customer may not be contacted, Stanley Security will, on behalf of the customer, take the necessary measures which Stanley Security deems reasonable taking into account the damage, it's nature and scope.
- 11.5 Emergency services which have been caused by the customer, persons to whom the customer has provided access and/or changes in the premises or surroundings/environment in which the installation has been installed, will be charged to the customer in accordance with Stanley Security's current pricelist, if the customers have agreed on emergency service at a fixed price.
- 11.6 The customer will deposit keys to Stanley Security to ensure appropriate execution of the services.
- 11.7 Stanley Security ensures that the keys are registered and kept safely.
12. Force majeure
- 12.1 Stanley Security shall not be liable for loss or damage, and shall not be deemed to be in non-performance of an obligation under the contract, in connection with events caused by:
 - 12.1.1 New legislation, regulations or administrative measures on the part of the Norwegian State,
 - 12.1.2 Natural disasters, war or hostilities, hijacking, hostage-taking or terrorism,
 - 12.1.3 Strikes, lockouts, boycotts or blockades (among Stanley Security's personnel or others);
 - 12.1.4 Other factors outside Stanley Security's control.
- 13 Disputes
Disputes that arise in connection with, or as a result of, the contract, and which are not resolved amicably, shall be brought before the ordinary courts with Oslo District Court as legal venue.

14. Specific terms for Stanley Assure
- 14.1 Scope and Purpose
- 14.1.1 Under the terms of this lease agreement and provided that the lessee fulfills its contractual obligations referenced in the contract Stanley Security commits to conduct their service in the following manner:
- 14.1.2 Deliver and install the equipment chosen by the lessee, with reference to point 14.2.
- 14.1.3 Give the lessee access to the equipment in accordance with the terms in the lease agreement.
- 14.1.4 Provide and ensure necessary maintenance of the equipment if this is specified as an obligation for Stanley in the agreement (maintenance of equipment is not automatically a part of this agreement, but must be specified in the agreement)
- 14.2 Equipment included in the lease agreement
- 14.2.1 The equipment chosen by the lessee is described in this agreement's attachment # 1.
- 14.2.2 The lessee confirms that:
- 14.2.2.1 It is received sufficient information regarding the equipment and its functionality from Stanley Security.
- 14.2.2.2 The equipment is chosen by the lessee alone, and it is based on the lessee's estimated use, scope of business and economic frames.
- 14.2.2.3 The lessee accepts the validity of Stanley Security's contract terms as a part of the agreement between the parties.
- 14.3 Contract period and termination
- 14.3.1 The lease contract is binding from the date the contract was signed.
- 14.3.2 The contract period is defined in the lease contract, and runs from the first day of the consecutive quarter after the installation was approved.
- 14.3.3 Interim lease is charged to the lessee per day for the period up until the first regular lease is due with 1/30 of the monthly lease in the contract period.
- 14.3.4 In the event the contract is terminated before the installation is completed, the lessee commits to pay 20 % of the total outstanding sum for the whole contract period.
- 14.3.5 Should the lessee not cancel the contract in writing within three months of the expiry of the contract period, the contract will continue on the existing prices and conditions for another 12 months.
- 14.3.6 Stanley Security reserves the right to cancel the lease agreement if the lessee is not approved as a credit worthy customer in accordance with Stanley Security's current guidelines.
- 14.3.7 At both ordinary and extra ordinary termination of the contract the lessee must at its own costs return the equipment to the place demanded by Stanley Security. Data programs that are copied or saved on the lessees equipment shall be deleted. Delivery without lawsuit is accepted when the lease period is lapsed or if the lease is not paid in accordance with the contract, ref. the Enforcement Act § 13-2.
- 14.4 **The lessee's obligations under the contract**
- 14.4.1 The lessee accepts that all equipment covered by the lease agreement remains the property of Stanley Security. Consequently, the equipment cannot be sold, changed, transferred, sublet or be made available for third parties.
- 14.4.2 If the lessee intends to mortgage his buildings or his lease of the buildings together with machinery, fixtures and fittings, the lessee shall be obliged to ensure that any mortgage documents expressly lay down that the leased system shall be exempt from the mortgage and to inform Stanley Security that this has been done.
- 14.4.3 In the event of extraordinary termination of the contract, the equipment shall be disassembled at the lessee's cost.
- 14.5 Installation and delivery of the equipment
- 14.5.1 The lessee commits to give access to the premises to Stanley Security for the agreed period of installation.
- 14.5.2 The lessee commits to make available all relevant communication equipment, all network accesses and other points of access that are necessary for the installation and use of the equipment.
- 14.5.3 At the point of conducted installation, the lessee commits, without delay, to sign the declaration of delivery.
- 14.5.4 Where payment of guarantee is a precondition for the lease agreement, the guarantee shall be paid in full by the

lessee prior to the beginning of the installation. The guarantee will not be subject to interest and will be refunded to the lessee at the ending of the lease, and after the lessee has paid all outstanding claims as well as conducted all its obligations in accordance with the contract.

- 14.5.5 The lessee confirms to Stanley Security that he has been informed of all legal obligations in accordance with the installation, maintenance and use of the equipment.
- 14.5.6 The lessee accepts that all necessary maintenance on the equipment due to the lessee's wrongful use, will be subject to extra billing in accordance with Stanley Security's current price list.
- 14.6 The lessors duties in regards to maintenance
 - 14.6.1 Stanley Security is committed to repair and/or replace equipment in the contract period, if this is a part of the agreement except when this is covered by the lessee's insurance. The maintenance is conducted primarily as distant service. However, if necessary, the maintenance will be conducted by attendance at the lessee.
 - 14.6.2 It is the lessee's responsibility to order maintenance.
 - 14.6.3 It is the lessee's responsibility, without delay, to report non-performance and conditions that are not in accordance with the contract.
 - 14.6.4 Stanley Security shall be given access to the system as often as necessary in order to ensure the contracted functionality of the equipment.
 - 14.6.5 Inspections by authorized technicians at the lessee can be conducted between 08.00 – 16.00 from Monday through Friday. The lessee commits to give the technicians access to the premises by appointment within this period.
 - 14.6.6 Stanley Security reserves the right to use authorized subcontractors to conduct their duties under the contract.
 - 14.6.7 The lessee is informed that any work required of Stanley Security will be charged in accordance with Stanley Security's current price list, if the work is a consequence of:

- 14.6.7.1 Service and repair work due to change work, structural work, negligence, misuse, or interference by the lessee.
- 14.6.7.2 Change of environment and working conditions for the system, and other factors over which the lessor has no control.
- 14.6.7.3 Faults on other suppliers' alarm transmission equipment (that is, transmitters and receivers).

14.7 The lessee's obligations in regards to the functionality of the equipment

- 14.7.1 The lessee is informed that the functionality is based on the lessee's conduct of its duties and otherwise relates to all terms and conditions in this contract. Stanley Security cannot guarantee the functionality of the equipment where there is any deviation from the contract. If maintenance is not specified as a part of the agreement, Stanley Security is not responsible for lack of functionality due to lack of maintenance of the equipment.
- 14.8 Price adjustment and payment
 - 14.8.1 The contract will be subject to yearly price adjustment.
 - 14.8.2 Costs of establishment are charged at the time of the signing of the contract.
 - 14.8.3 Yearly price adjustment can be conducted after one month's notice.
 - 14.8.4 Terminal payment and reminders fee will be charged according to the current price list.
 - 14.8.5 After due date, interest is charged pursuant to the Act relating to Interest on Overdue Payments etc.
- 14.9 Non-Performance
 - 14.9.1 Any performance not in accordance with the contract caused by the lessee, which the lessee is responsible to correct himself, and which the lessee has not corrected within 8 days after receiving written notice thereof from Stanley Security, gives Stanley Security the right to terminate the contract and demand a penalty fee equivalent to the value of the total outstanding claims for the rest of the lease period, regardless of all other possible compensation.
 - 14.9.2 The lessee acknowledges and accepts that, in the event the contract is terminated at a time prior to the ending of the contract period, Stanley Security

will be entitled to a compensation equivalent of 100 % of the outstanding claims for the rest of the contract period.

14.10 Miscellaneous

- 14.10.1 Stanley Security has the right to transfer its rights with regards to the leased construction, to a bank or other finance institution.
- 14.10.2 If any provision in this contract is amended, it is to be replaced with a provision that describes the amended provision's intent and purpose as far as possible.
- 14.10.3 Disputes that arise in connection with, or as a result of the lease agreement, and which is not resolved amicably, shall be decided by arbitration unless otherwise agreed.
- 14.10.4 In the event of conflict between the provisions in the general terms and conditions and the Assure terms, the Assure terms shall take precedence over the general terms and conditions.
- 14.10.5 Cases that exclusively concern disputes about payment of monetary claims, including debt collection cases, may be brought before the ordinary courts with Oslo District Court as a legal venue.