

Terms and Conditions

Application

The terms and conditions of this Contract apply to maintenance agreements concluded between Dafo Brand AB and the Customer as specified overleaf. These terms and conditions apply only to the inspection and repair services for fire extinguishing systems and to the sale of spare parts for the same equipment. They do not apply to new sales.

Servicing object and place of work

The work includes annual maintenance of fire extinguishing equipment specified in the Contract. Annual maintenance is normally carried out at the Customer's premises. Audit inspection of containers and cleaning of detectors takes place in the workshop, which is why switching systems are applied in the first instance. Exchange means that the Customer receives the assembled equipment and that Dafo acquires ownership of the equipment that is removed from the facility.

Service work

Annual maintenance takes place in accordance with the regulatory provisions and instructions of the Swedish authorities, Swedish standards and the manufacturer's instructions, plus industry guidelines and recommendations.

If requested by the Customer, the work will also include instructions for the administration and care, as well as a general assessment of the system, as well as suggestions for improvements.

Additional work is not included under the maintenance agreement, such as training the Customer's staff. These can be added to the contract and invoiced separately.

Service due date and notification

The inspection must be performed at the intervals specified and during the month stated on the table overleaf. The earliest the inspection may be carried out is two months before and at the latest, two months after a standard service month.

Work is performed during normal working hours. For inspections and tests that cannot be performed during normal working hours, the service company is entitled to compensation according to the current price list.

If the service company visits the Customer's premises and the work cannot be carried out or if the Customer declines having the work carried out, the service company is entitled to claim compensation for the actual costs for working hours and travel. This does not apply if the service company has failed to notify the Customer and the contract specified that notification must take place.

Customer's undertaking

The Customer grants Dafo free access to the facility for the performance of maintenance work under this Contract. For facilities that require special procedures from the Customer, Dafo must follow these.

The Customer provides staff free of charge as required with regard to occupational safety and health and safety regulations.

The Customer provides the required ladders free of charge onsite and if the equipment is installed more than 4 metres above the floor, the required racks or hoists are also provided free of charge. Ladders, scaffolding and hoists must be approved for personal lifting in accordance with applicable provisions.

The Customer pays for the safety measures that is involved in maintenance work in the event of temporary disconnection of the entire facility or part thereof. The Customer pays costs caused by unnecessary alarms, including emergency service call out costs. Alarms caused by Dafo will be the responsibility of Dafo.

The Customer is responsible for the adjustment of systems that connect to the equipment included in the maintenance contract.

The Customer undertakes to notify Dafo in writing if the facility or related information under this Contract is expanded or otherwise changed.

Invoicing

Charging for annual maintenance and where applicable, quarterly inspection is done at a fixed price according to the agreement overleaf.

Costs for equipment, replacement units and other repairs will be added. Travel costs are included in the price of regular maintenance visits but will be added for repairs or other work.

Prices

Prices must be consistent with the price list applicable on the date of delivery or determined under a separate agreement. For services not covered by the applicable price list, Dafo reserves the right to adjust the price in relation to the labour cost indices published by Statistics Sweden for the engineering industry (including employer contributions).

Payment

Payment terms are 30 days net after the invoice date.

Warranties

A two-year warranty is provided on delivered equipment. Faults will be rectified during the warranty period at no cost to the Customer.

The warranty provisions are regulated in accordance with the conditions set out in the general delivery conditions.

Liability

Subject to the following limitations, Dafo is liable for damages caused to the Customer due to carelessness or negligence by Dafo.

(a) Liability does not extend to pure property damage, indirect damage or consequential damage such as loss of production or loss of profit.

b) The liability to which Dafo is subject for damages arising from the Contract is based on ABT06 Comprehensive insurance.

c) If the buyer does not make a written claim for damages to Dafo within three months from the time at which the Customer became aware of or should have become aware of the damage, Dafo is free from liability.

Damage and faults caused by theft, burglary, fire and water damage, improper or inadequate care, improper use, repair carried out by a party other than Dafo, disregarding instructions from Dafo, carelessness, external influences, overvoltage entering the facility are repaired by Dafo at the expense of the buyer.

Approvals and authorisations

Dafo Brand AB undertakes to have the authorisations and approvals required for the work being performed.

Insurance

Dafo Brand AB undertakes to have taken out professional indemnity insurance.

Terms and conditions of delivery

In addition to the terms of this Contract, the current version of the general conditions for delivery from the Swedish Association for Fire-Fighting Equipment, SVEBRA L-92 are applicable.

Transfer

The Contract cannot be transferred to third parties without the consent of both parties to the Contract.

Termination

The Contract can be terminated in writing by either party no later than

3 months before the end of the Contractual Term. The Contract may be terminated without observation of the notice period in the following cases:

- a) by the Customer if
 - Dafo does not have authorisation from the regulatory authority or insurance company for the work in accordance with this Contract
 - or if in any other way Dafo Brand AB does not comply with the Contract and does not fulfil its obligations.
- b) by Dafo Brand AB if
 - the Customer does not make the payment, if payment is delayed or if there are reasonable grounds to suspect that the Customer is having difficulty making the payment
 - the customer does not comply with instructions and orders from the regulatory authority regarding fire protection equipment
 - or if the Customer is otherwise in breach of the terms and conditions of this Contract

If the Customer fails to cancel the Contract before another service company takes over and starts performing the service, Dafo Brand AB is entitled to claim compensation for any actual working hours and travel costs that have been undertaken by Dafo.