

General terms & conditions for partners

Valid as from 1 January 2017

§ 1 General

1.1

These general terms of contract regulate the relationship between the retailer ("Partner") and Holm Security, company name H.O.L.M. Security Sweden AB, Corporate Identity Number 559030-4217, ("Holm Security") applicable to retail sale of Holm Security's services ("The Service").

1.2

End customer ("End Customer") means the Partner's customer.

1.3

Holm Security is entitled to transfer the agreement with the Partner to a local subsidiary controlled by Holm Security. The applicable conditions can be replaced by terms and conditions applicable in local law. The Partner has the right to terminate the agreement with immediate effect if the change of the conditions implies a direct and substantial deterioration. The Partner will be notified of the contract takeover no later than fourteen (14) days prior to the transfer.

§ 2 Contract period

2.1

The contract period for the Partner Agreement is one (1) year unless otherwise agreed in the Partner Agreement. The Agreement may be terminated or adjusted immediately if both parties so agree. The new Partner Agreement enters into force upon its signing.

2.2

The notice period for the Partner Agreement is three (3) months unless otherwise agreed in the Partner Agreement.

2.3

If the Agreement is not terminated in accordance with clause 2.2 it is automatically extended for the previous contract period unless otherwise agreed in the Partner Agreement.

2.4

Termination shall be in writing by letter, fax or e-mail. The written termination shall be signed by a competent person.

§3 Responsibility of the partner

3.1

The Partner shall recommend and market the Service in the best possible way through his/her sellers, website, newsletter and the like.

§4 Responsibility of Holm Security

4.1

Holm Security undertakes not to communicate information on the Partner and End Customer to a third party.

§ 5 Amendment of terms

5.1

These terms apply until further notice. Notice of amendment of these terms is given to the Partner at least one (1) month before entry into force if the amendment of the terms implies a direct deterioration of the Partner's terms. The Partner is entitled to immediately terminate the Partner Agreement if the amendment of the terms implies a direct and substantial deterioration. Holm Security has the right to inform the Partner of amendments to the terms through the Partner's specified e-mail contact or by letter.

5.2

If amendment of the terms does not imply a direct deterioration, amendment may take place immediately and without informing the Partner.

§ 6 Exclusivity

6.1

Holm Security does not give the Partner an exclusive right to sell the Service.

6.2

The Partner is not prevented from selling or marketing directly competing services, unless otherwise agreed in the Partner Agreement.

§ 7 Reference

7.1

Holm Security may use the Partner's name together with logotype as a reference on Holm Security's website and in printed material, unless the Partner has stated otherwise.

§ 8 Free test period for the End Customer

8.1

All End Customers are offered an up to fourteen (14) day free test period for the Service without further commitment unless otherwise agreed in the Partner Agreement. The Partner shall actively register with or inform Holm Security of the test period for each end customer. During the test period the Partner is not charged for the End Customer.

§ 9 Terms of partnership

9.1

Holm Security and the Partner agree which party shall invoice the End Customer.

If Holm Security invoices the End Customer, commission is paid monthly to the Partner retroactively for End Customers who have completed payment to Holm Security for the Service. The Partner invoices Holm Security for the commission with the payment terms twenty (20) days unless otherwise agreed in the Partner Agreement.

If the Partner invoices the End Customer, Holm Security invoices the Partner the sum for the Service minus the Partner's commission with a due date ten (10) days after the due date of the Partner's invoice to the End Customer.

§ 13 Terms of contract and SLA (Service Level Agreement) for the End Customer

13.1

The End Customer is entitled to compensation under the applicable SLA unless otherwise agreed in the Partner Agreement.

13.1

The Partner is not entitled to compensation in the event of operational disruptions or other problems with the Service unless otherwise agreed in the Partner Agreement.

§ 14 Payment terms

14.1

If payment has not been completed after the due date, Holm Security has the right to transfer the claim to another party and also charge the statutory reminder fee and interest under the Interest Act.

§ 15 Other items

15.1

As long as the Partner has not actively deregistered interest, Holm Security has the right to distribute news, offers and information to the Partner by e-mail or letter.

§ 16 Force majeure

16.1

Holm Security shall be exempt from damages and other penalties if Holm Security's undertakings are prevented or essentially hampered by circumstances over which Holm Security has no control or possibility of foreseeing, such as extensive power failure, work conflict, lightning, fire, atmospheric disturbances, enactment, action by an authority, war, strike or similar circumstance.

§ 17 Dispute

17.1

A dispute concerning interpretation or application of this agreement and hence appurtenant legal relationship shall be finally settled by arbitrators in accordance with Swedish law. The arbitration procedure shall take place in Stockholm whereby Swedish law and the Swedish language shall apply. The arbitrators shall apply the rules of the Swedish Code of Judicial Procedure on legal expenses and voting. Should the disputed amount be below ten (10) times the valid amount at the time of claiming arbitration procedure under the Swedish National Insurance Act (1962:381), the dispute shall be settled by Stockholm City Court. However, for due unpaid claims for a Service supplied, a party may bring the matter before a general court. To be valid, claims by reason of a certain agreement shall be presented in writing to the other party not later than three (3) months after the right to claim arose.
