



SECURED BY DESIGN LICENCE AGREEMENT

THIS LICENCE is made the 12th December 2013

BETWEEN

ACPO CRIME PREVENTION INITIATIVES LIMITED (hereinafter called SBD) (registered number 3816000) of 10 Victoria Street, London, SW1H 0NN, a company limited by guarantee

and Elitfonster AB

(registered number) 556007-3073

of Box 153,57438 Vetlanda, Sweden

(hereinafter called the Accredited Organisation)

CONTEXT

- (1) SBD is a wholly owned subsidiary of the Association of Chief Police Officers of England, Wales and Northern Ireland (ACPO)
- (2) The product/device/component/service itemised and described in the Schedule hereto is the subject of this Licence
- (3) SBD acts as an accrediting agent on behalf of ACPO for endorsing the design and/or specification of the product/device/component/service described in the Schedule as fulfilling a design and/or specification fit to carry the SBD insignia and to constitute Police Preferred Specification.
- (4) This Accreditation Licence does not confer exclusive rights on the Accredited Organisation. SBD reserves the right to make other accreditation licences in respect of products, devices or components of a similar type to that hereby accredited.

AUTHORISATION

In consideration of a fee of £2000 now paid by the Accredited Organisation to SBD in respect of the period from 12th December 2013 to 12th December 2014 the receipt whereof is hereby acknowledged SBD hereby authorises (on a non exclusive basis) the Accredited Organisation to market, sell and display the product/device/component/service described in the Schedule as an SBD approved and accredited item subject to the following terms and conditions:-

- (a) This Licence is a non exclusive licence and is personal to the Accredited Organisation. It is not capable of being transferred or assigned and no third party rights as might arise under the Contracts (Rights of Third Parties) Act 1999 shall be hereby conferred



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- (b) This Licence shall be for an initial period of three years from the date hereof subject to earlier determination as hereinafter provided
- (c) Payments for the remainder of the term shall be made in advance on the 12th December 2013 each year. Time for payment shall be of the essence. Without prejudice to the generality of the foregoing SBD shall be entitled to charge interest on any unpaid sums at the rate of 1% per annum above the base rate of Bank of Scotland PLC for the period during which the sums remain unpaid.
- (d) The Accredited Organisation shall allow SBD, its servants, agents or otherwise reasonable access during general business hours to all premises from which any of its operations take place and shall allow SBD, its servants, agents or otherwise to carry out all such inspections, tests, checks and verifications as SBD shall in its absolute discretion deem appropriate.
- (e) This Licence may be revoked with immediate effect if the product/device/component/service ceases to meet the authorising criteria or if the Accredited Organisation is in breach of any material term hereof or if the Accredited Organisation becomes subject to any insolvency proceedings whatsoever or if SBD reasonably believes that the Accredited Organisation is likely to become subject to any insolvency proceedings whatsoever or if in the reasonable opinion of SBD the Accredited Organisation has or is likely to bring SBD into disrepute. Revocation shall take effect on service of notice by Recorded Delivery post served on the address of the Accredited Organisation (or such other address as shall have been duly notified to SBD)
- (f) The accreditation hereby authorised shall only cover the product/device/service component described in the Schedule and shall not extend or be deemed to extend to any similar items or range of items or to any item that it is incorporated in. Furthermore the accreditation shall not cover the product/device/service component described in the Schedule if any alterations or modifications whatsoever are made to the product/device/service component.
- (g) By granting this accreditation SBD provides no warranty as to the fitness of the product/device/component/service for any express or implied purpose or that it is manufactured or installed in accordance with its specification and design. The accreditation solely relates to the design and description of the product/device/component and not to its actual efficacy
- (h) If the Accredited Organisation permits the product/ device/ component/ service hereby licensed to be incorporated in some other object they shall ensure that this accreditation shall be construed as only relating to the item described in the Schedule



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- (i) The SBD logo may only be used in relation to the product/device/component/service strictly as authorised by this Licence and then only in accordance with the brand manual provided at the time of accreditation and any modification of it notified to the Accredited Organisation and any other instructions and/or regulations from time to time issued by SBD during the period of this Licence.
- (j) SBD reserves the right to withdraw accreditation without assigning any reason and in circumstances where the Accredited Organisation is not in breach hereof in which case a proportion of the fee will be returned to the Accredited Organisation (to be apportioned on a time basis)
- (k) In the event of determination (however determined) the Accredited Organisation shall immediately cease to claim accreditation and shall withdraw (at its own expense) all packaging, marketing and advertising material so claiming
- (l) The Accredited Organisation agrees to indemnify and keep indemnified SBD against any claims arising in relation to the manufacture, sale or use of the product/device/component/service
- (m) The Accredited Organisation shall not use or register a name or trade mark which is similar or the same as the style and title of SBD or Secured by Design and neither shall the Accredited Organisation challenge the validity of SBD's ownership of the trade mark and other intellectual property rights. Furthermore the Accredited Organisation will not commit any act of infringement or suffer or allow any act of infringement in relation to any Intellectual Property Right in which SBD has any interest whatsoever whether registered or not.
- (n) All discussions and negotiations between SBD and the Accredited Organisation are confidential and both parties for themselves, their servants, agents or otherwise expressly agree and undertake with one another not to divulge or suffer or allow to be divulged the amount or calculation of the accreditation fee or the terms of this licence or details of any discussions or negotiations or any information in relation to the other party, its officers, servants, agents or otherwise. In addition SBD confirms that details of the product/device/component/service set out in the Schedule hereto will not be divulged to any third party other than to the extent that such details are already in the public domain
- (o) The Accredited Organisation for itself, its servants, agents or otherwise agrees and undertakes that it will comply with all instructions from time to time issued by SBD and all regulations from time to time made by SBD (whether incorporated in the brand manual or otherwise) during the period of the Licence hereby created.



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- (p) The Accredited Organisation agrees and undertakes with SBD that it will indemnify and keep indemnified SBD against all costs, claims, demands, loss, expense or otherwise arising (whether directly or indirectly) from any act or omission on the part of the Accredited Organisation, its servants, agents or otherwise.
- (q) The Accredited Organisation agrees and undertakes with SBD that it will during the period of the Licence hereby created and for a period of six years following the termination of the Licence maintain insurance policies in such sums as may be specified by SBD to cover product liability and professional indemnity liability and such other risks as may be specified by SBD. The Accredited Organisation will produce a copy of the policy/policies of insurance to SBD on request.
- (r) The construction validity and performance of this Licence shall be governed in all respects by English Law

As witnessed the hands of the parties

Development Officer. ACPO CPI Ltd.

Signed by (for an on behalf of) SBD

Director ACPO CPI Ltd

Signed by (for and on behalf of) the Accredited Organisation

For and on behalf of Elitfonster AB



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THE SCHEDULE

Windows;

- Outward Opening Fully Reversible Timber windows with external Aluminium Cladding- WK**
- Outward Opening Side Hung single and double sash Timber Window with external Aluminium Cladding - WK**
- Outward Opening Top Hung Timber Window with external Aluminium Cladding- WK**
- Fixed Timber Window with external Aluminium Cladding**
- Outward Opening Side Hung single and double sash Timber Balcony Window with external Aluminium Cladding - WK**
- Combinations of the above up to 2400mm x 2400mm**

Dual Certificated to BS EN 1627-30

PAS 24:2012 Enhanced Security Performance Requirements for Doors and Windows in the UK
- External doorsets and windows intended to offer a level of security suitable for domestic use and other buildings exposed to comparable risk

As witnessed the hands of the parties

A handwritten signature in black ink, appearing to be 'J. Shred'.

Development Officer. ACPO CPI Ltd.

Signed by (for an on behalf of) SBD

A handwritten signature in black ink, appearing to be 'A. A.' followed by a long horizontal stroke.

Director ACPO CPI Ltd

Signed by (for and on behalf of) the
Accredited Organisation

A handwritten signature in blue ink, appearing to be 'Erik' followed by a flourish.

For and on behalf of Elitfonster AB

I acknowledge receipt of a Welcome Pack and CD containing Logos and Brand Manual.

A handwritten signature in blue ink, appearing to be 'Erik' followed by a flourish.