

TERMS AND CONDITIONS

General (All Services)

1 In these conditions, "the company" means E & J Fire and Security Ltd. "The Agreement" means the agreement made between the Company and the Customer for the supply of goods and/or services upon the terms set out herein. "The Customer" means the company, firm, other body corporate or person contracting with the company for the supply of goods and/or services under the agreement.

2 No modifications or addition to these terms should be effected unless made by a express written agreement between the parties.

Quotations (All Services)

3 All quotations are given and all orders are accepted on these terms which supersede any other terms appearing in the company's literature or else where, and shall override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or in any negotiations or consultations, or in any course of dealing established between the Company and the Customer.

4 Quotations are subject to withdrawal or variation at any time by the Company at the Company's discretion at any time after 30 days from their date.

Sound Levels (Alarms)

5 All alarm sound levels are based on the ambient sound that was present at the time of quotation, if any equipment or structure is not present or in operation at the time of the quotation, extra sounding equipment may need to be installed, no sound levels can be guaranteed until system is commissioned and the sound levels are tested, this and other influencing aspects of Customers business that could influence the design of the alarm, must be mentioned before work commences, this could include employees who have hearing or physical disabilities, otherwise extra equipment may have to be installed to make the alarm system conform to the latest British Standards, at the Customers expense.

Price (All Services)

6 Unless otherwise expressly agreed in writing by the Company and the Customer, the Company reserves the right to increase the price of goods and services by the amount equivalent to any increase which may have arisen in cost to the company when acquiring delivering, installing or maintaining the goods, including without limitation any additional works which are required as a result of matters relative to the infrastructure or structure of or relative or in relation to the properties at which goods are installed or maintained, which were not apparent to the company at the time when any quotation for the supply, installation and maintenance of the goods was given. The company also reserves the right to increase the price of goods and services, for any work required by the customer to be carried out outside the companies normal working hours (which are 8.30 am to 4.30pm Monday to Friday) for any delays or variations at the companies request or additional remedial works or making good carried out by the Company at the Customers request.

Cancellation (All Services)

7 If the Customer cancels the installation or maintenance of any system(s), it shall be deemed to be on the express condition that the Customer shall indemnify the Company against all loss, damage, claims or actions, together with costs and interest in relation thereto arising out of such cancellation, and pay to the Company all or any sums expended by the Company in respect of items acquired or work undertaken under the Agreement up to the date of cancellation.

Payment (All Services)

8 Payment for the goods and/or services shall be made upon presentation of the Company Invoice, or demonstration of installed equipment. In respect of an installation being made by the Company, if full payment is not received by the Company upon completion, the installed or maintained equipment, will not be commissioned, which will result in a return to the premises by the Company, when payment is received. This return visit will be chargeable to the Customer.

9 The company reserves the right to render interim invoices in respect of goods and services at any time in respect of the part performance by the Company of its obligation under the Agreement.

If payment is over due in whole or in part the Company may (with out prejudice to any of its other rights) serve written notice on the Customer that it will forthwith recover and re-sell all the goods or any of the goods and the Customer irrevocably licences the Company, its servants or agents to enter upon the Customer's premises for that purpose. Additional interest charges for the full amount invoiced will also be Incurred by the Customer.

10 Where the goods and services are to be supplied or payment therefore is to be made by instalments, the failure of the Customer to pay any instalment in due time shall entitle the Company to treat such failure as a repudiation of the whole of the Agreement by the Customer and to recover damages for any breach of the Agreement.

11 If payment is overdue in whole or in part, then the whole of any amounts invoiced by the Company shall immediately become due and payable whether or not such monies would have been due and payable at that time but for the provisions of this clause.

Data Protection or loss of data (All Services)

12 During the quotation, installation or maintenance of any systems, it is the Customers responsibility to inform the Company of any sensitive or covert areas or the restriction of any Customers employees within the Customers premises. After the Customer takes delivery of the system, it is the Customers responsibility to monitor and limit any data archived. If for any reason the system fails, the Company will take no responsibility for any data lost or copied.

Delivery (All Services)

13 All dates for delivery and/or installation of the goods are given in good Faith and based on information available to the Company at the time they are given. The Company shall in no circumstances be liable to compensate the Customer in damages or otherwise for late delivery or non-delivery of the goods or late performance or non-performance of the services or any of them for what ever reason or for any loss consequential or other wise arising there from.

14 For the purpose of the installation or maintenance of the goods by the Company, the Customer shall ensure that clear access and space is available to all sites and that all sites are fully prepared, including where necessary the removal of flooring or floor coverings upon the installation or maintenance date.

Should the Company be prevented from or hindered in delivering the goods or performing the services by reason of any cause beyond the Company's control, the time for delivery or performance shall be extended by a period equal to that during which the cause preventing or hindering delivery exists.

15 Upon completion of the installation, responsibility for the goods passes to the customer.

Commissioning on New Installations (Electrical)

16 After the installed system has been commissioned a soak period of a week will be required to follow the latest British Standards, if this is not possible because the alarm needs to be active, as the building will be in use, the Company will be on standby for one week, as well as any other contract that may be signed with the Customer, to allow for manufacturers faults.

Maintenance and Installation Access (Electrical)

17 During Routine Maintenance and commissioning sounding of all devices will have to be activated several times for test purposes, the Company will try to limit the time period of these activations, but the Customer takes full responsibility to inform all persons within the building about the tests. The Company will not take any responsibility for any secondary effects caused by persons within the building who have not been informed about the tests. It is the Customers responsibility to secure any safety or cut off devices that may activate during any testing. The Company will not take any responsibility for

18 Access to all codes, keys, areas and records required for the Maintenance or Installation of the system(s) on the Customers premises will be the responsibility of the Customer, if access is denied to any part of the system that will effect the Maintenance Inspection or Installation to such a degree that the Maintenance Inspection or Installation can not take place the Customer will be charged at hourly rate for the time accrued.

19 Routine maintenance carried out hereunder shall not include any works of repair, modifications or resetting of any parts, any such work or parts carried out or supplied by the Company for or to the Customer shall constitute the subject matter of a separate Agreement, which may or may not be executed at the time of the routine inspection, but in all cases is at additional cost. The Maintenance Agreement is for a minimum period of three years and is to be continued on a annual basis thereafter, unless previously terminated. Termination may be effected by either party giving written notice of intended termination three months in advance of the termination.

20 The Company reserves the right to terminate the maintenance element of the Agreement forthwith on notice to the Customer in the event of delay by the Customer in making any payment due in respect of maintenance charges or otherwise here after or under any other Agreement between the Company and the Customer.

System(s) Testing (Electrical)

21 The Customer must designate a competent person to daily verify the system is displaying normal operation, and also perform a weekly tests on their system(s) to verify the system(s) is fully operational, then logging the tests any faults in writing. Then contacting the Company as soon as possible to report any faults. Failure to do the tests would not be in compliance with the latest British Standards and could result in a alarm or recording failure, the Company will not take any responsibility for such failures.

Passing Of Property (All Services)

22 Property in the goods shall not pass to the Customer until all monies due at any time and on any account from the Customer to the Company have been paid in full, and pending such payment, the Customer shall hold the goods as bailee for the Company.

Monies due from the Customer to the Company shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given to the Company by the Customer has been met on presentation or otherwise honoured in accordance with its terms. The Company may sue for any sums at any time after they have become payable.

Training and Inspection of Goods (All Services)

23 The Customer shall inspect the goods immediately on delivery thereof and shall forthwith give notice to the Company of any matter or thing by reason whereof the Customer may allege that the good are not in accordance with the Agreement or are defective in material or workmanship. If the Customer shall fail to give such notice immediately after delivery or installation of the goods, it shall be presumed to be in all respects free from any defect and the Customer shall be deemed to have accepted the goods accordingly. After the system(s) have been commissioned, the Customer will be trained on the basic use of there system(s), including any required instructions. Any further advice or training requested by the customer may be charged by the Company.