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STANDARD TERMS & CONDITIONS OF SALE

The following terms and conditions of sale forms the entire agreement between the seller and the customer in relation to its subject matter and supersedes all previous representations, agreements and/or understandings, written or oral between the parties.

1. Price & Payment

The quoted price(s) for the product(s) and service(s) is the current nett price and does not include VAT. Customers with an approved credit account shall pay for the product within 30 days of the invoice date unless special terms and conditions are agreed in writing. Customers without an approved credit account shall pay immediately upon completion of the works.

2. Delivery

2:1 - Any dates quoted for the delivery of the product and/or service are approximate only and Alarm & Communication Systems Ltd (ACS) shall not be liable for any delay in delivery provision or installation howsoever caused. Time for delivery shall not be of the essence of the agreement unless previously agreed by ACS in writing.

2:2 - Any goods received damaged in transit must be notified to the Company and Carriers within 3 days of delivery. When advising the Company, please notify the date consignment received, date carrier notified and delivery note number of consignment. Claims for non-delivery must be made within 14 days of Invoice or Supply Date whichever is the latter.

3. Warranty

ACS warrants that any defective products sold under the agreement will be repaired or replaced, for a period of 1 year from the effective completion date of the project ('practical completion'). Supply Only products which are found to be defective during the warranty period, should be returned to our office, carriage paid, by the customer.

Warranties will be deemed null and void in circumstances where goods have been misused, altered in any way or, in the case of installed systems, worked upon by others without the explicit written approval of Alarm & Communication Systems Ltd

4. Product Information

Whilst the Company has made every effort to ensure that details and information given in whatever form, is accurate at the time, the Company's policy is one of continuous development and the right is reserved to alter details and information as the need arises. Accordingly, the customer should check any details and information they wish to rely on with the Company at the time of purchase. The Company cannot accept liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our own and our suppliers' literature.

5. Order Cancellation

Any orders which are cancelled following acceptance by Alarm & Communication Systems Ltd will be subject to cancellation charges. The charges will comprise the following: -

5:1 - For goods already supplied. The total amount may be reduced if ACS are able to secure agreement with their Supplier(s) to reduce or cancel the suppliers charges following receipt of the goods back into the Suppliers stock.

5:2 - For goods not yet supplied (These goods will be delivered to the customers office). The total amount may be reduced if ACS are able to secure agreement with their Supplier(s) to reduce or cancel the Suppliers proposed charges.

5:3 - An administration charge of 10% of the contract value.

6. Risk and Title

6:1 - Risk in the Product passes to the Customer upon shipment

6:2 - Title in any equipment passes to the Customer on payment in full for any and all equipment ordered and invoiced.

6:3 - Title in the software remains with the seller at all times

6:4 - Until such time as title has passed, the customer shall keep all equipment separate, clearly identifiable and insured. If the equipment is sold to a third party, manufactured or incorporated into a new product, the proceeds of any subsequent sale will belong to the seller. At any time before title passes, the seller shall have the right to enter the premises of the customer or any third party where the product is stored and repossess the same.

7. Connect and Commission / Commission Only Projects

In the case of contracts involving commissioning, it is understood that goods and materials will be unloaded, stacked and stored by the Purchaser at the Purchasers risk. Unless otherwise stated in the tender, our quotations are based on the fact that: -

7:1 - The site is accessible, clear, before the arrival of our commissioning engineer, level and dry, and where the floor/or wall fixing is necessary that there is not circumstance to prevent this.

7:2 - Electricity supply is available for light and power tools.

7:3 - That sufficient working space is allocated to ensure maximum output.

7:4 - That our engineers are given every facility to complete their work without undue hindrance.

The Company reserve the right to charge extra should these conditions not be adhered to. Where other contractors are also involved, it is assumed that their programme will be such as to permit our work to be carried out with continuity and with the specified number of visits to site. Should we be subject to delays or required to make a return visit, this will involve additional charge.

9. Force Majeure

9-1 - Without prejudice to the generality of the foregoing the Company shall not be liable to the subscriber to the extent that fulfilment of its obligation to the subscriber has been prevented, hindered or delayed by force majeure as herein defined.

9:2 - For the purposes of this Condition force majeure shall mean any circumstances beyond the control of the Company and shall include (without restricting the generality of the foregoing): -

- i. Riots, civic commotions, war, rebellion, national or international emergency, strikes, lockouts or any labour disputes.
- ii. Destruction or damage due to natural causes, floods, fires, explosions or breakdown or machinery.
- iii. Any order of a local, national or international authority.
- iv. Shortage of labour, equipment, materials, components or other supplies.

9. Governing Law

This Agreement shall be governed by the laws of England and the Customer irrevocably submits to the exclusive jurisdiction of the English courts in connection with any dispute arising under it.

10. Confidentiality

The Customer shall not during the period of this Agreement or at any subsequent time disclose to any other party any information or technology supplied by the Seller to the Customer except where required to carry out the purpose of this Agreement or to the extent only that any part of it is now or becomes public knowledge,