

## Security Solutions

### General terms and conditions

1. **GENERAL.** The following are the standard Terms of Contract of the Company. All contracts entered into by the Company for the supply of goods, or of goods and services, are subject strictly to these terms and any person (hereinafter referred to as "the customer") seeking to be supplied with goods or services by the Company accept that these terms shall govern relations between the Customer and Company to the exclusion of any other terms, including conditions, warranties or representations, written or oral, express or implied, even if contained in any of the Customer's documents which purport to provide that the Customer's own terms shall prevail.
2. **ACCEPTANCE.** Any order or other purported acceptance of the Company's quotation made by the Customer shall be deemed to be an unqualified acceptance that these terms shall apply to any contract between the Company and the Customer for the supply of goods and services, and by despatching the same, the Customer waives his own terms. The Company retains the right, at its discretion, to enforce the terms and conditions contained herein in substitution for any other terms, conditions and warranties either oral or in part written and where the same are inconsistent with or in contravention of these standard Terms of Contract then these standard Terms of Contract shall prevail.
3. **REFUSAL OF ORDER.** The Company reserves the right, at its sole discretion, to accept or refuse any order placed by the Customer on the basis of quotations issued and in the event of refusal no damages or expenses of any kind whatsoever shall be payable by the Company
4. **PRICE** (a) The price contained in the Company's quotation is based on the cost to the Company of labour, materials and transport at the date of such quotation and in the event of any increase in such costs caused by any reason, the Company shall be entitled to vary its price accordingly whether or not such increase was foreseeable by the Company. (b) In addition the Company reserves the right to vary the price of the goods or services by any amount attributable to (i) a suspension of or an alteration to work by reason of a change in the Customer's instructions or lack of instructions, (ii) any variation in the cost of duties, taxes, exchange rates or any costs whatsoever nature between the date of the Contract and the date of completion of installation, and/or the supply of goods or services. (c) Where the price includes installation, it is based upon the free and uninterrupted access to and possession of fully prepared working areas being made available to the Company during normal working hours. In the event that such access and possession are not made available, or that the working areas are not duly prepared to the Company's requirements for immediate installation of the goods, without prejudice to any other right which the Company may have, the Company shall, at its sole discretion, be entitled to vary the price accordingly.
5. **PAYMENTS** (a) Unless otherwise stated in the Company's quotation all prices are strictly net and payment shall be made immediately upon receipt of the Company's invoices without any discount or other reduction and without detourment on account of disputes or cross-claims. At the Company's absolute discretion and subject to prior approval in writing given by the Company to the Customer, payment may be made within twenty-eight days of the date of invoice. (b) The Company may, at its sole discretion, require at any time by invoice that all or part of the price shall be paid in advance or on account and sums to be invoiced shall be immediately payable, any balance remaining payable as otherwise provided herein.(c) Should the Customer default in payment for whatever reason on the due date of any sum, without prejudice to accruing from the due date at 2 per cent per annum above the Base Rate from time to time in force at National Westminster Bank and which said interest rate shall be in substitution for any interest rate approved by statute. (d) Where the Customer is a Main Contractor under a building contract with an employer, all payments made by the employer to the Customer in respect of materials supplied or work performed by the Company shall be held in trust by the Customer until received by the Company. The Customer's interest in such payments shall be fiduciary as trustee for the Company and the Customer shall immediately on receipt place such amounts in a separate Trust Account and keep such amounts identified as held in trust for the Company.
6. **TIME FOR DELIVERY** (a) Any times stated or agreed by the Company for delivery, despatch or completion either in its quotation or by any other means are not of the essence of any contract, either as to supply or as to installation. Such times are given by way of general information only and in the event that delivery, despatch or completion is not made for any reason whatsoever at the time stated the Company shall not be liable for any loss or damage whatsoever sustained by the Customer. (b) In the event that the Customer does not take delivery of the goods forthwith upon being notified by the Company that manufacture has been completed, the Company shall be entitled to charge and recover reasonable storage rates which shall be added to the price stated in the Company's quotation and shall be paid in accordance with Clause 5 hereof. (c) Where the contract provides for payment upon submission of a pro-forma invoice or other demand the Company shall not be obliged to deliver and/or supply the goods or services in question until payment has been made in full.
7. **DELIVERY AND RISK.** (a) Unless otherwise stated in the Company's quotation the cost of delivery from the Company's works to the place of delivery stated in such quotation is included in the price but it shall be the responsibility of the Customer, entirely his own risk, to unload. Where the price includes installation, it shall further be the responsibility of the Customer at his own cost to provide adequate dry and secure storage of the

goods pending and during such installation. All risks in the goods shall pass to the Customer upon commencement of unloading at which time a delivery note will usually be handed to the Customer or his representative or left with the goods. The Company's liability to the Customer for missing or damaged goods up to the time unloading commences shall be limited to any sums recoverable under a Policy of insurance in respect of such risks which may at the Company's discretion be maintained by the Company. If no such sums are recoverable or if no such Policy is maintained, there shall be no liability whatsoever on the Company in respect of such goods. (b) In any event, and without prejudice to the foregoing, any claims relating to missing or damaged goods, which ought to be revealed by a reasonably diligent examination, shall be notified in writing to the Company and to any carrier involved, within seven days of receipt of any of the goods or any part thereof by the Customer, his servants or agents, and in default of any such notification any such claims shall be absolutely void.

8. VARIATION OF TERMS No variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing by a duly authorised Officer of the Company.
9. SCAFFOLDING Scaffolding and ladders will be supplied by the Company for its own use if confirmed in writing to the Customer by the Company before delivery, but otherwise if not so confirmed in writing before delivery all necessary scaffolding and ladders required by the Company will be supplied by the Customer at no charge to the Company.
10. PROPERTY (a) The risk in the goods shall pass to the Customer (i) when the Company delivers the goods in accordance with these terms to the Customer to deliver the goods or (ii) if the goods are appropriated to the Customer but kept at the Company's premises at the Customer's request, the Company shall have no responsibility in respect of the safety of the goods thereafter and accordingly the Customer should insure the goods against such risks (if any) as is deemed appropriate. (b) The ownership to the goods shall remain with the Company which reserve the rights to dispose of the goods until payment in full for all the goods has been received by it in accordance with the terms hereof or until such time as the Customer sells the goods to its customers by way of bona fide sale at full market value. If payment is overdue in whole or in part the Company may (without prejudice to any other of its rights) recover or re-sell the goods or any of them and may enter upon the Customer's premises with servants or agents for that purpose. All monies due and owing by the Customer to the Company shall immediately become due and payable from the commencement of any act or proceedings in which the Customer's solvency is involved. If any of the goods are incorporated in or used as material for other goods before such payment the property in the whole of such other goods shall be and remain with the Company until such payment has been made or the other goods have been sold as aforesaid and all the Customer's rights hereunder in the goods shall extend to those other goods. (c) Until the Company is paid in full for all the goods or services supplied, the relationship of the Customer to the Company shall be fiduciary in respect of the goods and service in which they are incorporated or used and if the same are sold by the Customer the Company shall have the right to trace the proceeds of sale according to the principles in *Hallett's Estate* (1880) 13 Ch.D 696, (1874-80) A11 ER Rep 793 A like right for the Company shall apply where the Customer uses the goods and/or services in any way so as to be entitled to payment from a third party.
11. QUALITY AND CONDITION OF GOODS (a) The Company warrants that goods, parts or materials manufactured by them shall be of good material and workmanship and that good workmanship will be employed in assembling parts or materials not manufactured by them. Save as aforesaid the Company undertakes no liability whatsoever in regard to goods or material whether incorporated by reason of statute or common law is hereby expressly excluded. In any event, the Company's above liability with regard to the quality and condition of the goods shall be limited absolutely to the repair or replacement of goods, parts or materials which do not comply with this warranty by reason of defects in materials and workmanship arising within twelve months of risk passing under Clause & of these terms. (b) Without prejudice to the foregoing if called upon to do so by the Customer in writing, the Company shall use its best endeavours to assign to the Customer the benefit of any warranty, guarantee, indemnity claim, privilege or other right which the Company may have in regard to the manufacturers or suppliers of any goods, parts or materials not manufactured by the Company and relating to the quality or condition of such goods, parts or materials.
12. LIABILITY (a) The Company shall not in any circumstances whatsoever be liable to the Customer for any loss or damage involving any person, property or interest howsoever suffered by the Customer in connection with the installation, its servants or agents, at the site nominated by the Customer. (b) The Customer shall indemnify the Company against any actions, claims or demands by third parties in tort or otherwise arising directly or indirectly in connection with any of the matters in sub clause (a) aforesaid. (c) Without prejudice to the generality of these terms of the foregoing sub- clauses the Company will under no circumstances whatsoever owe a liability to the Customer in excess of the amount of the price hereunder.
13. IMPOSSIBILITY OF PERFORMANCE The Company shall be entitled by written notice to the Customer to cancel any contract concluded between the Company and the Customer should the Company be hindered or prevented by any cause beyond its reasonable control from performing the same, including a clause which renders performance commercially difficult or expensive.
14. SUB-CONTRACT The Company shall be entitled to sub-contract or assign without consent all or any of its obligations hereunder.
15. FRESH INSTRUCTIONS The Company shall use its best endeavours to comply with any reasonable request to vary the goods or to vary the time or place for delivery provided always that in complying with any such to the

Company shall be entitled to vary delivery times and to vary the price accordingly as well as to impose such other conditions as the Company at its sole discretion may require.

16. **RESALE** Since the goods are manufactured to fulfil the Customer's particular requirements, in the event that the Customer does not fulfil his obligations hereunder, the Company may be unable to re-sell the goods or any part thereof at better than scrap value and for the purpose of calculating the Company's damages, the Company shall owe no duty to seek to re-sell the same at better than scrap value.
17. **TERMINATION** The Company may without incurring further liability terminate the contract by written notice if in its reasonable opinion the Purchaser is unable to make payment in accordance with the terms hereof. Without prejudice to any other right which the Company may have, upon such termination the Company shall be entitled to receive payment on a *quantum meruit* basis in respect of work completed or in progress at the date of termination together with loss of profits duly calculated on the basis of genuine and pre-estimate of damage in consideration of the failure due to whatever cause in the performance of the contract and the Company shall be entitled to invoice the Customer in accordance with Clause 5 hereof for the said sum.
18. **FURTHER SERVICES** The terms hereof shall apply *mutates mutandis* in regard to any further services after completion of the contract which the Company may at its discretion perform.
19. **NOTICES** Any communication or notices hereunder may be given or made by sending the same by ordinary pre paid first class post in the case of the Customer to his last known address and in the case of the Company to the address shown at the top of its quotation or upon its letter heading, and if so sent shall be deemed to have been given or made on the date when posted.
20. **INTERPRETATION** The contract shall be governed by English Law provided that the Schedules to the Uniforms Laws or International Sales Act 1967 are hereby excluded. No action or proceedings of any nature shall be initiated against the Company except in the English Courts.

### Installation terms and conditions

1. Security Solutions will acknowledge all orders that involve installation, service or repair work by the Company's Engineers, in writing, following receipt of the Customers official order.
2. A Site survey will be undertaken by one of Security Solutions Project Engineers **prior to full acceptance of any contractual liability by the Company**. The purpose of the engineers Site survey is to verify and confirm the technical suitability of the equipment specified and to discuss any civil or electrical preparatory work that is being provide by the Company or others.
3. The Project Engineer will confirm any amendments or additions to the specifications, conditions or requirements appertaining to the installation, following the survey, if appropriate. Any additional work or equipment that is identified as being required either following the Site Survey or is requested by the Customer at any time prior to or during the period of installation must be agreed and confirmed in writing to the Company prior to **ANY** work being carried out. In this event the Company will raise any necessary additional invoices, to cover the additional work, materials or products that have been formally authorised and agreed.
4. All Installations will be undertaken during normal working hours, i.e. 0800 – 1730 hours, Monday to Friday, unless otherwise agreed in writing by the Company. Free and unobstructed access must be provided during the period of installation, any time lost, owing to any infringement of this condition will be chargeable at day work rates, or the relevant premium rate, where applicable.
5. The Customer / Client is responsible for advising the company in writing of any amendment, change or revision to the agreed date of Installation, failure to do so may result in charges being imposed to cover costs incurred by the company.
6. Should notice not be received by the company within 7 (seven) normal working days prior to the scheduled start date and the Company be unable to re-assign the workload of its engineers, the company reserves the right to charge labour time and travel expenses, currently rated at a minimum of £350.00 per man, per day scheduled on site.
7. The Company may similarly charge on a pro-rata basis for such expenses owing, due to abortive site visits for any reason beyond the Company's control, such as, for example, the non-preparation of items agreed, or the non-commissioning of the mains power supply, etc.
8. The Customer / Client is required to inform the Company in writing, at the outset, or at least 14 working days prior to commencement of installation, of any special requirements pertaining to hazardous working conditions, age limitations, medicals, permits to work, etc.
9. The Company reserves the right to pass on any costs incurred, to the Customer / Client for having to hire or obtain specialist equipment, plant hire, clothing, power tools, or any other article required as a condition of installation, that was not clearly identified or specified as being required at the time of quotation.
10. All conduit / trunking and wiring to be undertaken in compliance with the 16<sup>th</sup> Editions IEE.
11. A mains power supply commissioned by others must be available, terminating in a suitable isolator / fused spur.
12. The Customer will be required to provide safe and secure storage for all goods delivered to site, including those that are not due for installation on the date of delivery.

13. Unless otherwise determined and / or agreed at the time of enquiry / quotation, assistance with offloading and placing of equipment adjacent to the work areas may be required and where appropriate craneage or lifting of heavy items into the installed position.
14. Security Solutions Engineer(s) must be provided with free use of 240 / 110v AC mains power for power tools within the work area.
15. The Customer / client is to ensure that sufficient & adequate lighting will be freely available in the work area (s) for the duration of the installation.

### **Annual Service & Maintenance terms & conditions**

It is hereby agreed,

1. In the event any equipment becomes defective, under an annual service & maintenance agreement, Security Solutions will report to the owner for authorisation to replace these parts. All necessary work must be completed so as not to invalidate any recourse.
2. In the event a defect is caused by fire, water, vandalism, lightning, frost, severe gales (gusts of winds exceeding 35mph) or by neglect or acts of omission, Security Solutions not having been negligent the cost and expense of rectifying the defect shall be borne by the owner.
3. The owner shall permit such access and provide such facilities and equipment, including electrical power at point of installation as Security Solutions may reasonably require for the purpose of rectifying defects or maintaining the equipment.
4. The owner shall ensure that while Security Solutions personnel are on site for the purpose of this agreement, they shall not be exposed to risks to their health and safety.
5. This agreement can be terminated by either party in writing giving a minimum one months notice.
6. This agreement covers normal working hours only, i.e. Monday to Friday, 08.00 – 5.30pm, excluding Bank and Public Holidays, unless otherwise agreed.
7. Payment in full must be made within 30 days of acceptance and signing of the Service & Maintenance Agreement.
8. Contract agreement will expire 12 months from date of acceptance and signing of Service & Maintenance Agreement.
9. No controls or equipment may be connected to the system, unless the said equipment and its connection is supplied and installed by persons authorised by Security Solutions.
10. The usage factor does not significantly change (10% max) from the level indicated or in force at the time of initial installation.
11. Only persons duly authorised by Security Solutions carry out repairs, maintenance or inspection of the equipment.
12. Service/Repairs resulting from any cause other than normal wear and tear are not covered by this agreement.
13. The systems use does not vary from that which was designed.
14. All outstanding accounts are to be credited to Security Solutions within 7 days of date of invoice.
15. All reported service calls will be responded upon within 2 working days. However due to the fact that 'Equipment Failure Effects Security' every effort will be made to respond to call outs in the quickest time possible. Depending on prevailing circumstances at the time a call out is received, Security Solutions reserve the right to amend response times
16. No system will be left in operation if the Security Solutions engineer believes the safety of the users are at risk.
17. Reconditioned parts may be used to effect a repair.
18. Security Solutions will endeavour to maintain an installation for maximum of ten years from date of installation, when a total installation appraisal will be required.
19. Works to be carried out and installation of equipment will be agreed after receipt of an official written order. In the event of no official order being received and work commencing, Security Solutions engineers being granted access to site will be taken as official notification to proceed.
20. The warranty on **new parts** will expire 12 months from date of installation.
21. The warranty covers normal working hours only, i.e. Monday to Friday, 9am. to 5pm excluding Bank and Public Holidays.
22. 'Call-outs' out of these hours will be chargeable at Security Solutions standard rates.
23. In the event any equipment becomes defective under 'normal' operation, Security Solutions will replace the parts free of charge.
24. In the event a defect is caused by fire, water, vandalism, lightening, frost, severe gales (Gusts of winds exceeding 35mph), neglect or acts of omission, Security Solutions not having been negligent, the cost and expense of rectifying the defect shall be borne by the owner.
25. The system use does not vary from that which it was designed.
26. The owner shall permit such access and provide such facilities and equipment, including electrical power at point of installation as Security Solutions may reasonably require for the purpose and rectifying defects or maintaining the equipment.