



security and fire
specialists

NETWORK SECURITY AND ALARMS LIMITED ("The Company") TERMS AND CONDITIONS OF SALE

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RG24 8PE

Definitions

In this Agreement the following expressions have the following meanings:

"Agreement"	- the Quotation, the Specification, your acceptance of the Quotation and these Conditions.
"Customer"	- the person(s), firm or company whose name and address is stated in the Specification.
"Extension Charge"	- the charge in respect of the sale and installation of an extension to the System, specified on the Quotation.
"Extension Date"	- the date on which the extension to the System is completed by the Company
"Force Majeure"	- in relation to either party any event or occurrence which is beyond the reasonable control of that party to perform any of its obligations under the Agreement.
"Installation Charge"	- the charge in respect of the sale and installation of the system specified on the Quotation.
"Installation Date"	- the date on which the installation of the System is completed by the company.
"Premises"	- the address of the Customer shown on the quotation unless specified in the quotation to the contrary.
"Quotation"	- the quotation/order form attached hereto.
"Specification"	- the technical details of the installation or extension as attached hereto
"System"	- the intruder alarm or fire alarm, or other security system by the Company in the Premises and described in the Specification (which, where the context so admits, shall include any extension to the System and any constituent components).
"Warranty Period"	- a period 12 months from the installation Date or, for an extension of the System, the Extension Date.

1. Acceptance

- 1.1 The Company shall sell and the Customer shall purchase the System in accordance with the Quotation which is accepted by the Customer or any written order of the Customer which is accepted by the Company, subject in either case to the Conditions, which shall govern this agreement to the exclusion of any other terms and conditions subject to which any such Quotation is accepted, or any order is made or purported to be made, by the Customer
- 1.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the parties
- 1.3 The Company's employees or agents are not authorised to make any representations concerning the System unless confirm by the Company in writing. In entering into this Agreement the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 1.4 The Company reserves the right to alter the Specification at its absolute discretion at any time without notice. The Company also reserves the right should it have difficulties obtaining supplies to use, as its discretion, equipment and materials other than those specified Provided this does not materially affect the performance of the System.
- 1.5 No order which has been accepted by the Company may be cancelled by the Customer except with the Agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

2. Price and Payment

- 2.1 The Customer/Contractor shall pay to the Company for all works carried out in relation to the Installation/Extension as detailed in the Network Security and Alarms Ltd documentation. This is to include but not limited to Quotations, Specifications and Tender Returns. All payments for Applications and/or Invoices are to be paid in full 30 Days from date of issue.
- 2.2 The Company reserves the right to refuse delivery and Installation where payment in full as referred to in 2.1 has not been received.
- 2.3 The price quoted is exclusive of value added tax (unless otherwise stated) which the Customer shall be additionally liable to pay the Company.

- 2.4 Except as otherwise stated in the Quotation or unless otherwise agreed in writing by the Company and the Customer the costs incurred for packaging and transport shall be include in the invoiced price.
- 2.5 The Company reserves the right to charge interest on any sums due and not paid by the Customer at the rate of 4% per annum above the base rate for the time being of Barclays Bank plc on all amounts overdue until payment thereof, such interest to run from day to day.
- 2.6 The Company reserves the right to withhold labour should stage payment not be received.

3. Delivery

- 3.1 The quoted date for delivery and installation or period for such is approximate only and the Company shall not be held liable for any delays in delivery howsoever caused. Time shall not be of the essence unless previously agreed by the Company in writing.
- 3.2 If the Company fails to take delivery of the System or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:
 - store the System until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - sell the System at the best price readily obtainable and (if the Customer shall have paid for the System) account to the Customer for the Excess over the price under the contract or charge the Customer for any shortfall below the price under the Agreement
- 3.3 The Customer shall at its own cost obtain all such consents and approvals as shall be necessary for the installation or extension of the System
- 3.4 The Customer shall give the Company access to the premises at all reasonable times for the purpose of doing anything which the Company is required or entitled to do under this Agreement. Although the Company shall not be obliged to carry out any work outside normal working hours, the Customer acknowledges that work may be carried out outside normal working hours in cases where the Company in its absolute discretion deems it necessary and at such times the Customer shall afford the Company access.

4. Completion of the Installation or Extension

Following completion of the installation or extension of the System the Company will issue to the Customer the Satisfaction Certificate stating the Installation Date or Extension Date, as appropriate, and such certificates shall be conclusive evidence of such completion.

5. Title and Risk

- 5.1 Risk in the constituent components of the System shall pass to the Customer upon delivery of the components to it or the Premises or as otherwise directed by the Customer or on collection by the Customer or its agents or servants
- 5.2 Notwithstanding delivery and the passing of risk in the System, property in the System shall not pass to the Customer until the Company has received payment in full of the Installation Charge or Extension Charge (as the case may be) for which payment is due.
- 5.3 Unit such payment as aforesaid has been received in full by the Company the Customer shall hold the System as the Company's fiduciary agent and bailer and shall keep the System properly protected and insured. Until such time as property passes, the Customer shall be under an obligation to redeliver the System and its constituent components to the Company if the Company so requires and the Company shall be entitled at any time to retake possession of the System and for that purpose to enter upon any land or premises of the Customer as necessary. The Company shall be entitled, where the System or any of its constituent parts has been fixed or attached to any other product, to detach the System or such parts in order to recover possession of it.

6. Obligations of the Customers

- 6.1 The Customer shall operate the System in accordance with the written information and instructions which may from time to time be supplied by the Company to the Customer.
- 6.2 The Customer shall notify the Company immediately, and shall provide written confirmation, or any defect appearing in the System during the Warranty Period and shall permit the Company to take such reasonable steps as it shall consider necessary to remedy such defect
- 6.3 The Customer shall notify the Company of any proposed structural alterations to the Premises which may affect the System. Any

reasonable extension or alteration to the System which may thereby become necessary and is requested by the Customer shall be carried out by the Company at the expense of the Customer (whether during or after the Warranty Period)

- 6.4 The Customer shall advise the Company of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the Premises and shall confirm the location of such services to the Company's technician before work commences. In the absence of such notice the Customer hereby acknowledges that the Company accepts no liability for damage to such services or any loss, damage or injury whatsoever incurred or sustained in consequence thereof (save for death or personal injury resulting from the negligence of the Company, its servants or agents) and the Customer shall indemnify the Company against any claim whatsoever and wheresoever arising for loss, damage or injury resulting from damage to such services as aforesaid.

7. Warranties

- 7.1 The Company warrants that the System will be free from defects in materials and workmanship during the Warranty Period. The Company further warrants that it shall make good by the supply of a replacement or by repair (at its option) any defects which do appear in such part or parts of the System during the Warranty Period and which arise solely from faulty materials or workmanship.
- 7.2 The above warranty is given by the Company subject to the following conditions:-
- the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal operating conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the System without the Company's approval;
 - the company shall be under to liability under the above warranty (or any other warranty condition or guarantee) if the total price for the system has not been paid by the due date for payment.
 - The above warranty does not extend to parts, materials or equipment no installed by the Company.

8. Liability and Limitations on Liability

- 8.1 The Company accepts liability solely:
- for death or personal injury resulting from negligence of the Company, its servants or agents acting in the course of their employment (being negligence as defined in Section 1 of the Unfair Contracts Terms Act 1977. "UCTA").
 - Arising out of any breach of the obligations as to title implied by statute;
 - Up to the sum of £5,000,000 for direct physical damage to the Premises or its contents in so far as such damage or loss is caused by the negligence of the company or its servants or agents whilst working on the Premises in the course of their employment.
- 8.2 The Customer shall notify the Company of any claim under the Agreement as soon as reasonably possible and in any event within thirty days of the act, omission or occurrence giving rise to the alleged damage or loss.
- 8.3 The Company shall have no liability in any circumstances whatsoever to the Customer or anyone else whether in contract, tort (including negligence) or otherwise and whether caused directly or indirectly for economic loss, consequential damage or loss of profit
- 8.4 Subject as expressly provided in these Conditions, and except where the goods are sold to a person dealing as consumer (within the meaning of UCTA), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law
- 8.5 The Customer acknowledges that the Company has no special knowledge of the nature and value of the contents of the Premises or of the degree to which the Premises and its contents will from time to time be exposed to risk. The Customer agrees that it alone has knowledge of such matters and that it is in the Customer's interest to insure against the relevant risks. Accordingly, the Customer agrees that it is fair and reasonable that the Company should limit its liability as set out in this Agreement

9. Indemnity

The Customer shall indemnify and keep indemnified the Company against any claims whatsoever for damages, penalties, COSTS and expenses and against all liabilities arising:-

- in respect of any patent, registered design or any industrial copyright of any third party where the System is made or procured for the Customer and supplied by the Company to other than the Company's design at the Customer's request or is used by the Customer in conjunction with other equipment not supplied by the Company and
- due to a false alarm signal from the System (and by whomsoever made including but not limited to any claim made by the Police or Fire Authority) unless such false alarm signal is solely attributed to the Company's defective equipment in the System.

10. Force Majeure

Any failure by the Company to perform any of its obligations by reason of any Force Majeure shall not be deemed to be a breach of this Agreement

11. Right of Assignment

The Company may assign all or any of its rights under this Agreement. The Company may perform any of its obligations under this Agreement through sub-contractors

10. Antecedent Agreements

This Agreement supersedes and terminates any antecedent agreement between the parties relating to the System at the Premises without prejudice to any liabilities or obligations of either party to the other outstanding upon such termination.

11. Notices

Any notice required to be given hereunder shall be sufficiently given if properly addressed and sent by hand, by first class post or by facsimile transmission to, in the case of the Company, its registered office and, in the case of the Customer, its last known address and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

12. Miscellaneous

- 12.1 No terms or representations express or implied other than those expressly embodied in this Agreement shall be binding upon the Company unless accepted by the Company in writing
- 12.2 No waiver by the Company of any breach of this Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision
- 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.