



1. **General**
  - a) These terms and conditions shall apply and prevail over any other terms and conditions referred to, in the dealings between the buyer ("the Customer") and the Company with reference to the sale and supply of goods and services ("the Goods") governed by any result for ("the Contract"). Without prejudice to the generality of the foregoing, the Company will not be bound by any standard or printed terms furnished by the Customer in any of its documents, unless the customer specially states, in writing, separately from such terms that it intends such terms to apply and the Company acknowledges such notification in writing.
  - b) Any further agreements that the Company make with the Customer for purposes of performing any contract shall be introduced in writing into the contract.
2. **Order Acceptance**
  - a) Unless otherwise expressly stated in writing, all quotations and estimates by the Company are invitations to treat. The Customer's order is an offer and will only become binding upon the Company posting its confirmation of the order. A confirmed order may only be cancelled or varied with the Company's consent; which shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.
  - b) The Company reserves the title of ownership in any illustrations, drawings, catalogues and other comparable documentation; any documents classified as confidential or any confidential information must not be disclosed to third parties without Company's express consent and shall be returned to us at any time, upon request.
  - c) Licensed products as well as any product not produced by Company are, in supplement, subject to the licensing conditions attached to the products.
  - d) The Customer will be deemed to have accepted the Goods unless he rejects them within 7 days after their receipt at the delivery address or the date of the completion of the installation of the Goods if such installation is performed by the Customer.
  - e) The Company shall have no liability for Goods delivered in a damaged condition or lost in transit or for shortages in delivery unless:
    - (i) in the case of damage or shortage of delivery, short details are endorsed on the carrier's delivery note or receipt and notice in writing giving full particulars of the damage or shortage is received by the Company and the carrier within three working days after receipt of the Goods at the delivery address; and
    - (ii) in the case of Goods lost in transit notice in writing of the non-delivery is received by the Company and by the carrier within fourteen days after the date of the advice note or invoice (as the case may be) issued by the Company.
3. **Drawing Standards**
  - a) All drawings, illustrations, descriptive matter, particulars and the like, accompanying the Company's specifications and estimates or acknowledgements of orders or contained in its catalogues and any weights and dimensions stated by the Company are intended to present Company standard of the products described and in no case constitute a warranty or condition or a description or a representation including the Contract. No representation or warranty is given as to the satisfactory quality or fitness of the Goods for any particular purpose.
  - b) When the Company's specification and estimate is expressed to be for the supply and / or installation of products complying with rules a standard or a specification and in the event that the Authority imposed a different interpretation, the Company's tender price, or the Contract price, as the case may be, shall be varied accordingly.
  - c) The provision of a sound electrical earthing connection to current IEE regulations is the responsibility of the Customer.
4. **Prices and Payment**
  - a) Unless a different agreement has expressly been made, the Company will charge the prices applicable at the date of delivery.
  - b) Company's prices are indicated as net prices plus the value-added tax. Unless agreed otherwise prices exclude excavation or building work or provision. Any costs for packing, acceptance testing, revision or other public fees will be charged separately at the rates applicable at the time of delivery. All sums due from the Customer under the Contract shall be paid in due course by the Customer, but be received by the Company not later than 30 days from the date of the Company's invoice to the Customer (the "Due Date").
  - c) All payments shall be made in cash, by cheque or bank transfer. Cheques are accepted as payment pending full discharge of the debt.
  - d) For late payments (i.e. sums due not received until the Due Date), the Customer will be charged with interest in the amount of 8% plus the Bank of England base rate of the sums due p.a., compensation and reasonable costs incurred to the Company for collecting the debt. The Customer is further liable to the Company for any further loss or damage occurred due to the late payment.
  - e) Unless specifically stated by the Company the prices quoted are net and will not include a Main Contractor Discount.
  - f) The Company reserves the right to withdraw service support or maintenance in the event of non-payment of any outstanding invoices.
  - g) The Customer shall have no right to set-off statutory or otherwise.
5. **Delivery Time**
  - a) Dates of dispatch or completion work or parts of it stated by the Company are given in good faith but no guarantee or warranty as to such dates is given or implied and the Company will not accept liability for any delay in dispatch or completion howsoever caused or for any loss or damage arising or resulting therefrom.
  - b) The Company reserve the right to charge for site delays and additional journeys which are made necessary by incomplete or inaccurate sit preparation or by other reasons beyond our control.
  - c) Installation shall include all items as indicated in the quotation and unless otherwise indicated shall exclude Excavation, General Building and Civil Work, Provision of Electrical Supply and Wiring runs other than in island interconnecting wiring.
  - d) If for any reason the Customer its Employees, servant or agent by his conduct renders the Company's obligations hereunder impossible of performance or completion during the Company's normal working hours whether by any act or default on his part the Company reserve the right to charge the Customer in respect of any loss damage costs or charges which may be incurred by the Company as a result of the Customer's conduct.
  - e) The specification and Estimate are based on continuous and uninterrupted working and assume that where there are delays caused by the Customer its employees, agents or other trades, these may result in additional charges. The Customer can minimise his liability by ensuring that any services to be provided by other trades are programmed properly.
  - f) The Customer shall use his best endeavours to ensure that the premises in which the Company's employees or agents have to work are safe and without risk for them. All known risks must be early identified and marked by the Subscriber.
6. **Warranty**
  - a) All Goods are guaranteed both electrically and mechanically for 12 months from the date of delivery provided that the Goods are serviced in accordance with the Company's recommended service intervals by the Company with the exception of consumables. Service exchange parts are guaranteed for six months from the date of delivery. The first service visit to new installed equipment under the Hardware Maintenance Agreement is provided free of charge.
  - b) In the case of obvious deficiencies, no deficiency claim will be accepted unless it is received in writing within 14 days after receipt of the Goods. If a review exhibits that the Customer has unjustly claimed for deficiency of a purchased item, the Company will be entitled to charge its efforts caused by this deficiency claim. The Customer is liable to send the Company small components concerned, upon agreement with us.
  - c) Upon detection of a deficiency, the customer shall accept warranty in the form of removing the defect or of supplying replacement items free from defect. In case the Company is not willing or capable to remove the defect or provide replacement, especially if these exceed adequate terms for reasons within Company's responsibility, or if the removal of defects or the supply of replacement fails in any other way, the Customer will be entitled to withdraw from the contract to reduce the purchase order. Unless specified otherwise hereunder, the Contractor has no claim exceeding those set forth above no matter for which legal reason, the Company consequently do neither warrant for damage that has not occurred on the delivered item itself nor for any loss of profit or any other damage that has occurred on the Customer's property.
  - d) Warranty does not include the elimination of faults incurred by normal wear and tear, by external influence or by operational errors. Warranty will become void as soon as the Customer performs modifications of the purchased item either himself or has them performed by third parties or parts thereof or use of non-approved consumables, without Company's prior consent, unless the customer in such cases provides full evidence that, neither totally nor partly, and that the elimination of the deficiency is not impeded by the modifications.
  - e) The Customer always undertakes to give the Company the time or chance needed to perform remedial work. Prior to any replacement of the purchased item or parts thereof, the customer will remove any programmes, including his application programmes, data, data media, modifications and/or extensions to the extent as required. Wherever possible, required and adequate, in view of the effects of the deficiency, the Company is entitled to provide an intermediate solution to circumvent the deficiency, until the final remedy of the deficiency, where the intermediate solution may also consist of the provision of a comparable alternative system for a temporary period of time.
7. **Risk and Title**
  - a) The Goods shall be at the risk of the Customer as soon as they are ready for shipping.
  - b) Notwithstanding the passing of risk, the title to and property in the Goods shall remain with the Company until the Customer has paid all sums due in respect thereof and all or any other sums owing to the Company in respect of other Goods supplied.
  - c) The Customer shall be entitled to sell the Goods in the ordinary course of business, provided that the proceeds of the sale shall be held in trust for the Company by the Customer until payment of all sums due to the Company by the Customer under this contract between the Company and the Customer.
  - d) Should the Customer default in any payment when due the Company will be entitled to repossess the Goods without prejudice to any other right or remedy arising out of such default in payment and for this purpose the Company will be entitled to enter upon any land of buildings on or in which the Goods may be situated and to remove the same. All costs incurred by the Company in repossessing the Goods shall be borne by the Customer.
- e) Any Goods so repossessed shall be sold and the proceeds of sale set off against the amounts due to the Company by the Customer. Any balance remaining of the proceeds of sale shall be paid to the Customer. If the said proceeds of sale are not sufficient the Customer shall remain liable to pay to the Company the amount remaining due together with any interest accruing thereon.
- f) With full payment the ownership in the Goods passes to the Customer. The Customer will be responsible for the disposal of the Goods at the end of their lifetime and will bear the cost of such disposal. This in particular applies to electrical and electronic equipment under the WEEE regulations 2006.
8. **Risk and Insurance**
  - a) All Goods shall be at the risk of the Customer from the delivery to the customer its employees, agent or other representative at the point of delivery or collection.
  - b) From the time that risk in the Goods passes to the Customer, the Customer shall keep the Goods fully and comprehensively insured and a note of the Company's interest in the Goods shall be endorsed on all policies of insurance until the Company receives payment in full for the sale and supply of the Goods.
  - c) All payments received by the Customer from insurance in the event of the Goods being damaged shall first be applied towards payment of any outstanding sums due to the Company under the Contract.
9. **Liability**
  - a) The Customer shall indemnify the Company in respect of any claim made by any third part in connection with the Goods or any use to which the Goods may be put by the Customer.
  - b) The Company's liability in contract or in tort for any defects in the Goods or for any loss or damage (other than death or personal injury caused by the Company's negligence) arising out of the supply of the Goods shall be limited to the repair or replacement or invoiced value of the Goods and shall in no circumstances extend to any consequential or indirect loss.
10. **Cancellation and Force Majeure**
  - a) If the Customer cancels an order then he shall pay to the Company on demand a sum equivalent to all its costs, fees and expenses incurred in meeting the order including any damages payable to the Company's loss of anticipation profits on said order.
  - b) Neither party shall be liable to the other by reason on its to perform any of its obligations under any such failure is due to or results from breakdown of plant or apparatus, fire, explosion, accident, strike, lock-out or any other event caused beyond its control.
  - c) If the Customer:
    - i) commits a material breach of the Contract; or
    - ii) commits any act of bankruptcy or enters into receivership, administration or winding up then in any such event the Company shall have the right to cancel or suspend any further deliveries and treat the Contract as determined, but without prejudice to the Company's right to any sums due and damages for loss suffered in consequence of such determination.
11. **Applicable Law**

These conditions and the contracts shall be governed by and construed in accordance with English law to the exclusion of the United Nations Convention for the International Sale of Goods (CISG) and any disputes shall be subject to the exclusive jurisdiction of the English Courts.
12. **Equipment Quotations**
  - a) **Scope of Works**

The quotation price includes for the supply, delivery to site, offloading, and bolt down, connection, test, and commission of the system detailed in the equipment schedule. Unless otherwise stated all site preparatory work incl. Cabling, containment of same, civil works and fixing down bolts to our specification is the responsibility of others. We reserve the right to charge for additional costs arising from delays to our installation caused by incomplete or unsuitable preparatory work. All consumables, incl. but not limited to tickets, chip coins, cards, transponders, receipt rolls, cleaning cards and material, ink, ribbons etc. are excluded unless otherwise stated.
  - b) **Applicable Terms**

All quotations, offers etc. are as per these terms and conditions.
  - c) **Payment Steps/Invoicing**

50% of the order value will be invoiced on receipt of order, 40% of the order value will be invoiced on delivery to site, 10% of the order value will be invoiced on installation.
  - d) **Validity**

All prices quoted are valid for 30 days unless stated otherwise. Prices for optional offers are valid in connection with the main order only.
  - e) **Recurring Fees**

Recurring fees for the core system are payable for the lifetime of the system – e.g. whilst the core system is deployed, recurring fees are payable as quoted. Recurring fees for additional functionality (e.g. digital products) are payable for the minimal annual-term specified within the quotation or, if the functionality is still deployed after this time period, annual recurring fees will be due until such time the functionality ceases to be deployed. Any recurring fees are subject to inflationary annual increases pursuant to RPI as stated by the UK Office for National Statistics.