

## Firetec Systems Ltd. Terms and conditions of sale

In these conditions of sale "Seller" shall mean Firetec Systems Ltd. "customer" shall mean the purchaser of the goods including all agents, employees, contractors, sub-contractors and other persons acting on its behalf under these conditions the "goods" shall mean the goods referred to in the quotation supplied by Seller

- 1) **Scope of contract:** The placing of an order by the customer entails acceptance by him of the following terms and conditions, and no goods shall be supplied by Seller, its employees, agents or representatives except in accordance therewith. These conditions shall apply in substitution to the customers purchase (if any) and to the exclusion of all other conditions unless otherwise agreed in writing by the Seller
- 2) **Validation and acceptance:** The Seller reserves the right to amend any accidental errors and or omissions on quotations at the time of acceptance of order. Quotations raised by the Seller do not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to the acceptance of any order. No binding contract shall come into effect until the customer's order has been accepted in writing by the Seller The uniform laws on export sales are hereby excluded.
- 3) **Price:** The Seller reserves the right to adjust the price to reflect any increase in labour, materials or transport cost which may occur before delivery.
- 4) **Tax and duty.** The prices do not include any export duties or tariffs payable in respect of the goods or local taxes. These to be paid directly by the customer.
- 5) **VAT.** Prices are quoted exclusive of VAT which will be charged at the UK local rate for all UK Customers and for despatches to an EC country where a valid VAT number has not been provided.
- 6) **Insurance:** Where the Seller insures the goods at its discretion or at the customer's request, charges shall be made on the invoice. The Seller's liability shall be limited to the amount received by the Seller under such insurance or the value of the goods whichever is the lesser from which amount deduction may be made by the Seller in respect of any expenses incurred. The Seller shall be under no liability to effect any insurance in respect of the goods for any period after the passing of the risk as outlined in clause 17 below, notwithstanding that the title remains with the Seller
- 7) **Carriage:** Carriage is not included in the price which is quoted ex works. Carriage and/or insurance to the customer's premises will be charged as an extra item if requested by the customer, unless otherwise stated.
- 8) **Destination:** The Seller reserves the right to decline or cancel contracts received where the ultimate destination of the goods is a country with which it is not lawful to trade or where that country prohibits such goods to be imported.
- 9) **Regulations:** The customer in placing an order with the Seller is deemed to warrant his compliance with every applicable legal or regulation requirement of any government or other agency and that necessary or permits required in connection with the contract have been lawfully obtained.
- 10) **Consignment:** The Seller may make an extra charge if required to dispatch the goods in consignment smaller than quoted for.
- 11) **Illustrations and brochures:** All descriptive literature and illustrations given are intended as a general guide of the goods described and none of these shall form part of the contract nor shall any provision contained therein be deemed to be a representation warranty term or condition of or relating to the contract or constitute a collateral contract. All drawings prepared by the Seller in connection with the goods and the copyright in such drawings shall remain with the Seller at all times.
- 12) **Specifications:** The Seller follows a policy of continual product development which may be implemented without notice and without affecting the validity of this contract. The Seller shall not be liable for failure to attain performance figures stated in the contract unless these have been stated and guaranteed within a specified margin or tolerance.
- 13) **Weights and measures:** The Seller's drawings, descriptive matter, weights and dimensions are approximate only unless otherwise guaranteed.
- 14) **Cancellation:** Contracts may only be altered or cancelled by the customer with the consent of the Seller who shall, on giving such consent, be entitled to invoice the customer for all and any costs incurred or likely to be incurred as a result of such cancellation.
- 15) **Pre despatch inspection:** There shall be no special inspections unless agreed in writing. If the customer fails after a period of seven days notice to attend or to be represented at any such inspections they may be conducted by the Seller in the customers absence and the results are binding upon the customer.
- 16) **Indicated despatch dates:** Delivery dates are estimates only and the Seller shall not be liable to the customer in respect of any non-delivery or delay of the goods however so caused.
- 17) **Part deliveries:** The Seller reserves the right to despatch part of the order and the customer shall be invoiced in respect of such delivery in accordance with the settlement terms set out herein.
- 18) **Date and place of despatch:** Despatch shall be at The Seller's works unless otherwise agreed. The goods will be invoiced from the earliest of the agreed despatch date or actual despatch date.
- 19) **Risk:** The risk in the goods shall pass to the customer upon despatch. Any/all customs paperwork charges to be covered by the customer.
- 20) **Storage and delayed delivery:** If the customer fails to collect or offers no delivery address within 14 days of notification then the Seller shall be entitled to store the goods at any available place at the customers risk and expense.
- 21) **Property:** Ownership of the goods will pass to the customer when the Seller has received payment in full.
- 22) **Shortage in delivery or damage or loss in transit:** The Seller shall in no way be responsible for any breakage or loss of goods in transit and shall be under no liability to affect any insurance in this respect unless otherwise agreed. Both the carrier and the Seller must be advised in writing of all shortages in quantity and any breakage's or loss within 3 days of receipt of goods. In the event of any goods not reaching the destination within 7 days after the date of the consignment note the Seller must be notified immediately.
- 23) **Installation and Commissioning:** The Seller does not undertake installation or commissioning. One copy of the installation and commissioning instructions will be supplied in English upon request. The customer warrants that the system will be validated by recording that the system is tested and commissioned in accordance with National Standards and the seller's manuals.
- 24) **Terms of payment:** Payment will be in advance of despatch unless agreed otherwise in writing. All payments are to be gross without deduction.
- 25) **Determination of Non-payment:** If the customer shall fail to pay an invoice on its due date the Seller shall suspend any performance of this or any contract and shall be entitled to payment for equipment already delivered and equipment in course of manufacture.
- 26) **Interest on overdue accounts:** Interest on overdue accounts will be charged at 2% per month.
- 27) **Incoterms:** Goods are sold Incoterms 2010 EXW Wokingham UK unless expressly agreed in writing.
- 28) **Guarantee:** If within a period of (12) months from despatch by the Seller any defect in materials or fault in manufacture of the goods shall be found to exist or to be reported to the Seller in writing within 14 Days of such defect becoming apparent. The goods shall be returned carriage paid to the Seller works where at its discretion they will repair or replace the defective part free of charge provided that the investigation shows the product to be faulty. This guarantee shall not cover components not manufactured by the Seller when the manufactures warranties will apply.  

This guarantee does not cover damage in transit. This guarantee does not cover damage by misuse and fair wear and tear, or damage which is due to the fault, act or omission of the customer. The goods must have been installed, commissioned, operated and maintained in accordance with the Seller's instructions. All other terms and conditions and warranties implied by statute, common law or otherwise in relation to the goods are hereby excluded. Furthermore the Seller shall be under no liability to the customer for any damage, loss of earnings or injury directly or indirectly, resulting from defective material, faulty workmanship or otherwise arising from or not caused by the negligence of the Seller, its servants or agents (except for death or personal injury arising from the Seller's negligence). Under no circumstances shall the customer be entitled to reject all or any of the goods on the basis of any alleged breach of these contract terms by the Seller
- 29) **Repairs:** Goods returned for repair must be sent carriage paid. After repair or exchange the item will be returned at the cost of the customer unless deemed by the Seller to be within the scope of Guarantee.
- 30) **English Law:** The contract shall be governed by and construed and interpreted in accordance with the laws of England and for the purposes of the determination of any dispute arising from or in connection with the contract. The parties shall hereby submit to the jurisdiction of the English arbitration and courts.
- 31) **Force Majeure:** The Seller shall not be liable to the customer for any loss or damage which may be suffered by the customer as a direct or indirect result of the Seller being prevented, hindered, or delayed in the manufacture of the goods by reason of any circumstances whatsoever outside the control of the Seller including to but not limited to the generality of any act of god, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire or flood.
- 32) **Variation of conditions:** Any variation of these conditions can only be undertaken in writing by the Seller board of directors.
- 33) **Non assignment:** This contract cannot be assigned in whole or in part to any other person without the written consent of the Seller.
- 34) **Default and insolvency:** The Seller may in writing to the customer terminate any contract forthwith if the customer shall commit any breach of any of the terms herewith.  

In the event of any termination the customer shall forthwith deliver back to the Seller carriage and insurance paid for any goods which are the property of the Seller. Until paid in full all materials remain the property of the Seller, who shall be entitled to repossess the same in any way possible. The Seller shall be entitled by notice in writing to declare that amounts due are immediately payable and all such amounts shall bear interest from the date of the notice until actual payment.