

ADVANCED FIRE SYSTEMS Ltd ("THE COMPANY")
Terms and Conditions ("The Conditions")

Quotation

1. Unless otherwise stated in writing a quotation may be accepted up to 30 days from the quotation date, after which the Company reserves the right to amend it or to withdraw it. The person or organisation named in the quotation and/or the specification is the Customer ("you").

Charges

2. Charges for installation work are based on work being carried out between 09.00-17.00 hours (subject to alteration by the Company), Monday to Friday except for bank end public holidays ("Normal Working Hour") and are conditional on the Company having unhindered access to the areas where the work is to be carried out and not being interrupted by you in carrying out the work.

The charges do not cover extraneous work, carpet lifting or refitting, building work or decoration and, should the Company agree to carry out such at your request during installation, then the Company shall not be liable for any damage caused to such items unless caused by its own negligence and then it shall only be liable for foreseeable damages. All additional costs arising from any alterations from our specifications or estimates required by you or interruption or delays by you, your employees, agents or customers or other trades during the course of installation or service may result in additional charges.

3. All charges are exclusive of VAT at the rate prevailing at the date of invoice.

Warranty

4. The systems or equipment supplied by the Company (Advanced Fire Systems Ltd) are not designed or adapted for use in adverse industrial atmospheres or extremes of weather or abnormal operating conditions of any kind.

5. The warranty period for an advanced fire systems Ltd is twelve months from the date of completion of installation of the system or from the date of delivery of the equipment. The warranty is conditional on the Advanced Fire Systems Ltd being serviced and maintained throughout the warranty period in accordance with the relevant British Standards or BSIA codes of practice.

Your Obligations

6. You shall:

(a) Obtain and pay for all necessary consents for the installation of the system and shall give to 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 hereunder. You acknowledge that it may be necessary for some work to be carried out outside normal working hours.

(b) Advise the Company of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the premises of which you are aware and shall confirm the location of such services to the Company's technician before work commences.

(c) Accept delivery of and assume all risk in the Advanced Fire Systems Ltd system and its constituent components upon and from delivery of the components to you or your premises or as otherwise directed by you or collection by you or your agent or servants but title to the Advanced Fire Systems Ltd system shall not pass to you until the Company shall have received payment in full of the charge for the installation or equipment indicated in the quotation or otherwise agreed in writing.

(d) Reimburse the Company any charge made by the Police, Fire or other authority to the Company from time to time in connection with the Advanced Fire Systems Ltd system going into alarm condition.

(e) Make available at no cost to the Company, all necessary ladders and scaffolding or other items required for access to the equipment, which shall be safe to use and comply with relevant legislation.

(f) Notify the Company of any changes, which affect or may affect the layout and/or operation of the Advanced Fire Systems Ltd system.

(g) Notify the Company immediately if a defect appears in the Advanced Fire Systems Ltd system during the Warranty period and permit the Company to take such steps, as it shall consider necessary to remedy such defect.

(h) Pay to the Company immediately upon receipt of the Company's invoice, the Company's charges set out in the quotation without deduction or set off.

(i) Hereby indemnify and hold harmless the Company from and against all liability, which shall include all damages, costs and expenses suffered by it, which results from:

(i) Any claim made against the Company by the Police or Fire authority, due to a false alarm signal from the system unless such false alarm signal is solely attributable to the Company's defective equipment in the system.

(ii) Death or injury to any employee, agent or subcontractor of the Company resulting from or in connection with the negligence of you, your employees, agents or licensees or from breach by you, your employees, agents or licensees, of his statutory duty under the Occupiers Liability Act 1957 or other statutory re-enactment from time to time in force; and

(iii) Loss of or damage to any property of the Company, its employees, agents or subcontractors resulting from or in connection with the negligence of you, your employees, agents or licensees.

7. The Company's Obligation

The Company shall:

(a) Install the system or supply the equipment within a reasonable time of the date of the acceptance by you of a quotation or as otherwise agreed by the Company in writing provided always that time shall not be of the essence.

(b) During the warranty period, make good by repair or, at the Company's option, by the supply of a replacement, defects which under proper use appear in such part or parts of the Advanced Fire Systems Ltd system during the warranty period which arise solely from faulty materials or workmanship. The defective equipment will be replaced free of charge except for goods not manufactured by the Company where the Company will pass on to you, to the extent that it is so able, the benefit of any guarantee received by it. The response by the Company will be during Normal working Hours only. **This is in addition to and does not affect your statutory rights.**

8. The Company's Liability

The Company has no special knowledge of the nature and value of the contents of the premises for which the system has been specified and in which it is to be installed or serviced or for the nature of the risk to which the premises and its contents will be or maybe from time to time exposed. The potential loss or damage, which you might suffer, is likely to be disproportionate to the sums that can be reasonably charged by the Company under agreement of this nature. As you know or should know the extent of such potential loss or damage and are therefore in the best position to do so you should insure against all likely risks. By accepting these conditions you agree that it is fair and reasonable for the Company to limit and exclude its liability as set out in this clause which specifies the entire liability of the Company including liability for negligence. The provisions of this clause do not affect your statutory rights where you deal as a consumer.

(a) The Company accepts liability:

(i) For death or personal injury resulting from negligence of the Company its employees or agents acting In the course of their employment of engagement as case may be:

(ii) Arising out of any breach of the obligations as to title implied by statute:

(iii) Where you deal as a consumer for any breach of any condition or warranty implied by statute as to the correspondence of the system with description or sample or as to its quality or fitness for purpose or particular purpose;

(iv) Up to the sum of [£250,000] for direct physical damage to the premises or their contents to the extent to which such damage or ices is caused by the negligence of the Company it's employees or agents whilst working on the premises in the course of their employment or engagement as the case may be.

(b) You are required to notify the Company of any claim in (a) above as soon as reasonably possible and in any event within three months of the act, omission or occurrence giving rise to the alleged damage or loss except that any claim under (a) (iv) above shall be notified to the Company within 30 days of you suffering any alleged damage or loss.

(c) Except as provided in (a) above the Company shall have no liability in any circumstances whatsoever whether In contract, tort (including negligence) or otherwise for any lose, damage or injury suffered by you where such loss, damage or injury arises directly or indirectly from or is consequential or contingent upon:

(I) Any misrepresentation made by or on behalf of the Company;

(ii) Any breach by the Company of any express or implied terms of this agreement;

(iii) Any negligent act or omission or on the part of the Company or one or more of its employees or agents acting in the course of his or their employment or engagement as case may be:

(iv) The operation, non-operation or faulty operation of the Advanced Fire Systems Ltd system;

(v) Any failure by the Company to pass on to the Police or relevant Fire authority a signal received by a communications centre operated by the Company from an alarm system at the premises monitored by such communications centre by reason of you (or some person identifying his or herself as such) advising such communication centre operator that the alarm was false and giving the correct Identification code.

(d) The Company shell have no liability In any circumstance whatsoever whether in contract tort (including negligence) or otherwise and whether caused directly or Indirectly for financial loss or loss of profits contracts business anticipated savings use or goodwill.

(e) Except in the circumstance described in (a) (I), (a) (ii), (a) (iii) above when no limit will apply and (a) (iv) above when the limitation therein described shall prevail the Company's liability whether in contract tort (including negligence) or otherwise will in no circumstances whatsoever exceed in the aggregate the sum of [£50,000].

(f) Save for the provision in (g) below, for the purpose of any exclusion or limitation of liability contained In these conditions the Company is or shall be deemed to be contracting both on its own behalf and also as an agent for and/or trustee of any employee of the Company and such employee shall to this extent be or be deemed to be in contractual relationship with you and to be entitled to the benefit of any exclusion or limitation of liability as aforesaid.

(g) Under no circumstances shall the Company have any liability for any desperately wrongful act, default or omission by any employee or agent of the company acting In the course of his employment or engagement as the case may be unless such act, default or omission could have been avoided by the exercise of due care and diligence on the part of the Company as employer or principal as case may be.

9. General

(a) Payment

(i) The Company reserves the right to use progress invoices for material and/or labour expended on work in progress. A final invoice will be issued on completion of installation or supply of equipment.

(ii)The Company reserves the right to place into bond materials, which cannot be accepted for delivery on site and invoice the full value thereof.

(ii)Payment is to be made within 7 days of the date of the invoice, if any payment shall be more than 1 month in arrears the Company shall have the right to withhold further deliveries of constituent components of the Advanced Fire Systems Ltd

(iv)Tine for payment shall be of the essence.

(b) If you purport to cancel any order, contract or agreement before work on installation of a system has begun, then the Company's costs, fees and expenses Incurred up to the date of such purported cancellation including any damages payable to the Company's sub-contractors, suppliers and others together with a reasonable proportion of the Company's loss of anticipated profits.

(c) Without prejudice to any other right or remedy available to the Company whether under these conditions or at law the Company reserves the right to charge interest on any sum due to the Company and not paid on the due date at the rate of 4% per annum above the base rate of Lloyds Bank plc from time to time compounded monthly on all amounts overdue until payment thereof such interest to run from day to day and to accrue after as well as before any Judgement.

(d) Following completion of the installation/extension of the Advanced Fire Systems Ltd, System the Company will issue to you Its Handover Certificate stating the installation completion data and such certificate shall be conclusive evidence of such completion.

(e) The Company may perform any of its obligations through sub-contractors.

(f) The Company's policy is one of constant improvement and the Company reserves the right to alter the specification of any component part or parts of the system at its discretion at anytime without notice. The Company also reserves the right because of difficulties in obtaining supplies, to use at its discretion equipment and materials other than those specified provided this does not materially affect the performance of the system.

(g) Any failure by the company to perform any of its obligations by reason of any cause beyond the control of the Company, including without limitation, computer failure, strikes, lockouts, other labour disputes, weather conditions, fire, flood, lightening, traffic congestion, mechanical breakdown, obstruction of any public or private roads or highway, shat not be deemed to be a breach of this agreement.

(ti) You acknowledge that in agreeing to the conditions you have not relied on any representation, warranty or other assurance except those set out in the conditions or any other document referred to in these conditions.

(I) No waiver of any breach of any provision of these condition shall be held to be a waiver of any other or subsequent breach and the failure of a party to enforce at any time any provision hereof shall not be deemed a waiver of any right of such party subsequently to enforce such provisions or any other provision hereof.

(I) In the event that any provision or any portion of any provision of these conditions shall be held invalid, illegal or unenforceable under applicable law, the remainder of the conditions shall remain valid and enforceable.

(k) Any notice required to be given hereunder shall be sufficiently given I properly addressed and sent by post to, In the case of the Company, its registered office and, in your case your last known address and shall be deemed to have been property served in the time when in the ordinary course of transmission it would reach its destination.