

1. Interpretation

In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or a public holiday.

Customer: the company, firm or person who agrees to buy the goods or services from the Company.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Supplier's quotation.

Services: the services supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specifications: the description for the services provided in writing by the Supplier

Supplier: Fire Alarm Fabrication Services Limited

Supplier Materials: any property, including any goods supplied in accordance with this Agreement, belonging to the Supplier.

2. basis of contract

2.1 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the contractual documents being these Terms and Conditions and the service specification. These Conditions apply to the Contract to the exclusion of any other terms sought to be imposed, incorporated, or which are implied by trade, custom, practice or course of dealing.

2.2 The Parties agree that the Scheme for Construction Contracts (England and Wales) Regulations 1998 and Housing Grants, Contractions Regulations Act 1996 are specifically incorporated herein. In the case of inconsistency these terms shall prevail.

3. Goods and services

The Supplier will supply the goods and services detailed in the Service Specification/quotation. The Supplier reserves the right to amend the specifications of the goods or services in order to comply with legislative requirements.

4. Delivery of Goods

4.1 The Supplier shall deliver the Goods to the location specified in the Supplier's quotation. Unless the Parties agree in writing that delivery shall take place at an alternative location.

4.2 The Supplier shall ensure that:

4.2.1 They use reasonable endeavours to comply with delivery instructions given by the Customer;

4.2.2 That delivery will take place at the time and location specified in the Supplier's quotation subject to agreement in accordance with Clause 4.1. For the avoidance of doubt the Parties agree that time of delivery shall not be of the essence nor made to be made so. The Supplier shall not be liable for any delay in, or failure of, delivery of the Goods that is caused by a Force Majeure event or by the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.;

4.3 If the Supplier fails to deliver the Goods other than by reason of a force majeure event or failure by the Customer as above, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

5. Quality of Goods

5.1 The Supplier warrants that for a period of [12] months from the date of delivery, that the Goods shall conform in all material respects with their description; be free from material defects in design, material and workmanship; be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and be fit for any purpose held out by the Supplier. The warranty shall apply on a parts only basis if the Supplier does not maintain the system; or on a parts and labour basis if Supplier does maintain the system.

5.2 All warranty claims will be void if equipment is damaged, tampered with, adapted, modified or worked on (in any way by) by anyone other than the Supplier or their agents. In addition, any warranty claim will be void if, in the opinion of the Supplier, the goods have been used for any other purpose than the purpose they were installed for.

5.3 Any request for warranty extension should be made to the Supplier in writing. The Customer acknowledges that the Supplier is only obligated to respond to warranty claims on a Business Day. The Supplier's standard labour charges will be charged at the applicable rate. The Customer accepts that the Supplier is permitted to charge additional fees for any warranty work undertaken outside of a Business Day. Such extra charges shall be notified to the Customer prior to work being undertaken.

5.4 The Customer shall give the Supplier written notice within 14 days of delivery of the goods if it becomes apparent that the Supplier is in breach of their warranty contained within Clause 5.1. The Supplier shall be permitted, at their discretion, to replace the goods or repair the same. If the Supplier cannot remedy the breach of Clause 5.1 within 28 days the Customer may reject the goods.

5.6 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 and the Customer shall have no right of rejection if the Customer makes any further use of such Goods after giving a notice in accordance with this Agreement; the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer; the Customer alters or repairs such Goods without the written consent of the Supplier; the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or the Goods differ as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as the Supplier's bailee; store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery; and give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7. Supply of Services

7.1 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services nor may it be made so.

7.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's obligations

8.1 The Customer shall:

8.1.1 Ensure that the terms of the Order and any specification requested by the Customer are in writing, complete and accurate;

8.1.2 co-operate with the Supplier in all matters relating to the Services which includes providing the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier and to prepare the same to provide the Services and providing the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

8.1.3 Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

8.1.4 keep and maintain all materials, equipment, documents and other property of the Supplier at the Customer's premises in safe custody at its own risk, maintain the same in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation:

8.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the customer's default prevents or delays the Supplier's performance of its obligations;

8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Agreement; and

8.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 Upon completion of the Supplier's obligations under this Contract the Supplier shall invoice the Customer. The Customer shall make payment to the Supplier in cleared funds within [30] days of receipt of the invoice and time of payment shall be of the essence. If one invoice falls due then all invoices sent to the Customer shall be immediately payable.

9.2 The Supplier reserves the right to:

9.2.1 increase its standard daily fee rates for the charges for the Services. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 4 weeks written notice to the Customer; and

9.2.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.4 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, the Supplier shall have the right to charge interest on the overdue amount at the rate of 8.5% per annum above the then current Bank of England's base rate accruing on a daily basis from the due date until the date of actual payment, whether before or after judgment. In addition the Supplier is entitled to levy late payments charges in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.

9.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. Limitation of liability

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, fraud or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

10.2 Subject to clause 10.1, the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract and the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer to the Supplier in accordance with this Agreement.

10.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. This clause 10 shall survive termination of the Contract.

11. Termination

11.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.1.1 The Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or convenes a meeting of creditors whether formal or informal or enters into liquidation whether voluntary or compulsory or has a receiver and/or manager administrator or administrative receiver appointed of its undertaking or any part thereof or documents are filed with the court for the appointment of administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer or are commenced relating to the insolvency or possible insolvency of the customer.

11.1.2 If the Customer suffers or allows any execution whether legal or equitable to be levied on his/ its property or obtained against him/it or fails to observe or perform any of his/ its obligations under the contract or any other contract between him/it and the Supplier or is unable to pay its debts as the fall due or the Customer ceases to trade

11.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract: with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to make pay any amount due under this Contract on the due date for payment; or the Customer becomes subject to any of the events listed in clause 13 or the Supplier reasonably believes that the Customer is about to become subject to any of them.

12. Consequences of termination

12.1 On termination of the Contract for any reason:

12.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

12.1.2 the Customer shall return all of the Supplier Materials which have not been fully paid for, if the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. The Parties agree that title to any goods/Supplier Materials supplied shall not pass to the Customer until they have been paid for in full in accordance with the quotation or Service Specification. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose;

12.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. Miscellaneous

13.1 Force majeure means an event beyond the Parties control including but not limited to strikes, lockouts or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network or act of God, war, riot or terrorist attack, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plan or machinery, fire, flood, storm or default of suppliers or subcontractors. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a force majeure Event. If the force majeure event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

13.2 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

13.3 A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.4 This Contract, shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.