

SECTION 4 – TERMS & CONDITIONS

General:

Unless otherwise agreed in writing these conditions shall apply to all Contracts made by SS Systems Limited (hereinafter referred to as 'the Company') for the sale and where applicable the installation of equipment. No terms, representations, additions or variations other than those embodied in this agreement shall be binding upon the Company unless accepted by the Company in writing. Any terms or conditions contained in a Customer's order shall only be binding upon the Company in so far as they are not inconsistent with these conditions. The Contract shall be construed in accordance with the Laws of England.

Prices:

All quotations are valid for a period of 30 days - otherwise prices are subject to those ruling on date of delivery. All quotations are based on normal working hours namely 8.00 a.m. to 4.30 p.m. Monday to Friday. For a quotation, it is assumed that access to a customer's premises will be available to the employees of the Company engaged on an installation at all times during normal working hours. If such employees are prevented from completing an installation during normal working hours, then the Company reserves the right to make an additional charge for the additional time involved. Prices quoted do not include re-decoration and are EXCLUSIVE of VAT, except where stated otherwise.

Should SS Systems have an abortive visit due to circumstances outside of our control, an aborted visit charge will apply subject to the notice period provided by the client to the appointment.

Notice given by client	% of attendance fee to be charged
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24hr prior to call	50%
4hr prior to call	75%
No notice given	100%

Additional Work:

Where the quotation includes the cost of installation this has been priced according to the standard procedure of the Company. The cost of any variation in such procedures or additional work required by the Customer shall be treated as an increase in the price quoted for which an additional estimate will be given at the request of the Customer. In the event of delays arising in the completion of an installation due to stoppage or delays on the part of a Contractor or Sub-Contractor engaged by or on behalf of a customer then the Company reserves the right to make an additional charge for the additional time involved unless otherwise agreed in writing.

Terms Of Payment:

All payments are due immediately upon delivery of the goods. Any installation & commissioning work carried out by the Company will be invoiced at monthly intervals on a percentage basis or on completion of the work whichever is the sooner. Any credit facilities granted are subject to satisfactory references being obtained. Payment is due 30 days after invoice date at net value with no discounts except where expressly stated. The Company reserve the right to accrue annual interest at the Bank of England base rate & charge interest at 3% per month on all invoices where payment is not received by the due date.

Guarantee:

During the period of 12 months following the date of delivery or, where applicable, completion of an installation, the Company undertakes to replace free of charge any faulty or defective equipment fitted by the Company but only in so far as such fault or defect arises from faulty materials or workmanship but save so far as cannot be excluded no other guarantee condition or warranty shall be incorporated or implied herein unless specifically agreed in writing by the Company and specifically but without prejudice to the generality of the foregoing. This guarantee shall not extend to any of the goods or part thereof manufactured by third parties. In the case of such goods the Company shall if called upon to do so by the buyer use all reasonable endeavours to procure for the buyer the benefit of any warranty or guarantee provided by such party, apart from which the Company shall be under no liability whatsoever in respect of any defects in such goods. Where the equipment purchased is normally the subject of a maintenance contract and the Customer does not have a current maintenance contract for whatever reason, then the Company cannot be liable for any claim whatsoever arising from failure of the equipment in any way. Where applicable an installation will be deemed to be completed when the Company commissioning engineer commissions the system for on-line use and issues a completion certificate, and the Company shall not be entitled to assume that the system is fully operative and protective until receipt of the completion certificate. The Company may also charge for labour to replace/repair faulty equipment which is required at no fault of the Company.

Specifications:

All equipment is subject to the Company standard tolerances for variations, details of which will be supplied to the Customer at his written request. The Company will not be liable for any loss or damage arising as a result of variations in the Company's specifications or technical data. Any complaint that equipment delivered or installed does not comply with the quotation must be made in writing to the Company within 7 days of the receipt of equipment or the issue of the completion certificate where applicable otherwise no claim will subsist, and the equipment will be deemed to be in all respects in compliance with the contract. The Company assumes no responsibility for any change in specifications requested by a Customer unless the Company confirms such change in writing; any price variation resulting from such change will become effective immediately upon acceptance of such change. The Company reserves the right to make changes in the design of equipment or add to or improve equipment without incurring any obligation to make such changes, additions or improvements in equipment already contracted for. Any design dimensions weights and illustrations or other information shown in catalogues, printed matter and the like are approximations and

for the guidance of the buyer only: they shall not become a term of or representation in any subsequent Contract between the Company and the buyer.

Delivery and Installation:

The Company will endeavour to effect delivery and where applicable complete installation as soon after receipt of an order as is possible but cannot accept any responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or installation however such delay arises

Liability:

a) The equipment supplied and, where applicable, the installation, service and maintenance given by the Company are designed and intended to minimise the risk to the Customer of suffering the loss or damage for which it has been specified but no Guarantee can be given that the equipment will detect, activate, or report correctly always, under all conditions.

b) No liability is accepted for indirect or consequential damage or expenses incurred in the event of such failure of goods. Respectfully we would like to point out that the Company is not an Insurance Company and consequently because of the potential extent of any claim that could otherwise be made against the Company under the contract arising from a failure of the equipment or from some act or negligence on the part of the Company, its employees or its agents in comparison with the sum payable by the Customer, the Company is unable to accept any liability for such loss or damage. It is therefore, the Customer's responsibility to comprehensively and adequately insure the property in which the equipment is installed, its contents, and persons using the same, and should occasion occur, to seek and exclusively rely upon the indemnity under such policy.

c) In no circumstances whatsoever, will the Company's liability in respect of any claim arising from Breach of Contract, omission, or negligence exceed 10% of the total invoice value.

d) This exclusion and limitation of liability is the basis of the calculation of the price or periodic sum payable by the Customer, but if the Customer, prior to accepting the contract gives written notice to the Company requesting a reasonable variation of any exclusion or limitation of liability, the Company will endeavour to arrange a specific insurance policy covering the individual and named requirements of the Customer, and provided that, and immediately such an insurance policy is issued, and the additional charges of the Company arising therefore are paid, the Company will accept such variation of liability.

e) A copy of the relevant policy conditions will be sent to the Customer who undertakes to strictly perform and observe all the terms of that policy other than those relating to payment of premiums and failure to do so by the Customer will invalidate the variation of liability accepted in paragraph d) hereof.

f) None of the rights or benefits conferred upon the Customer by this Agreement shall be assigned to any other person without the prior consent in writing of the Company

Wayleaves:

Where applicable the Customer shall be responsible for obtaining all wayleaves that may be necessary to install the equipment to the requirements of the Customer and the satisfaction of the Company

Property:

All goods remain the property of the company until payment is made in full. the Company reserves the right to repossess any goods sold to the customer which remain the property of the Company hereunder and thereafter to resell the same; and for this purpose, the customer hereby grants an irrevocable right to the Company through its servants and agents to enter upon all and any premises on which such goods may be. This right shall continue notwithstanding termination of the Contract for any reason whatsoever. the Company will not be responsible for any damage to the Customers premises and property necessarily incurred in so removing or collecting the same

Force Majeure:

If either party is hindered or prevented from carrying out this Agreement by reason of any cause proved to be beyond its control, and in particular (but without prejudice to the generality of the foregoing) by industrial action at its own works (but not by lockout), war, insurrection, riot, government action, natural disaster, fire, flood, explosion, earthquake or Act of God, then the party's obligations under this Agreement shall be suspended until such cause has ceased to operate, provided that the party exercises due diligence in promptly notifying the other party in writing of any known or anticipated delay, and recommences the performance of its obligations under the Agreement immediately on cessation of such delay.

Termination for Breach of Agreement:

If the Customer shall commit any breach of this agreement or any payment shall be in arrears the Company may forthwith by notice in writing to the Customer determine this agreement without prejudice to its rights to recover any sum due hereunder and the company shall thereupon at its discretion be entitled to terminate any other outstanding contract with the Customer or being a Company with its Subsidiaries or Associated Companies

Electrical Supply:

When requested by the Company a Customer shall supply and fit at their own expense a suitable Mains Point near the AC/DC Rectifier or other points indicated by the Company Engineer. If the Customer requests the Company to provide this service an additional charge will be made on a time and material basis.

MAINTENANCE TERMS AND CONDITIONS

General:

Unless otherwise agreed in writing these conditions shall apply to all Contracts made by the Company (hereinafter referred to as 'the Company') for the provision of maintenance. No terms, representations, additions or variations other than those embodied in this agreement shall be binding upon the Company unless accepted by the Company in writing. Any terms or conditions contained in a Customer's order shall only be binding upon the Company in so far as they are not inconsistent with these conditions. The Contract shall be construed in accordance with the Laws of England. The Contract herein does not include any special scaffolding or access equipment other than normal ladders and safety equipment carried by our service team. The Company, unless otherwise instructed reserve the right to make additional charges for any special access equipment found to be necessary over and above the equipment supplied by service teams. In the event of failure of equipment on site we reserve the right to offer replacements in as close as possible to the original performance & manufacturer specification. The Company will endeavour to service all types of equipment. However, some manufactures operate a closed protocol. In such cases we will require full access codes and may have to liaise with the manufacturer to carry out certain tasks. If possible, please ascertain all user & engineers codes before commencement. The Contract does not include repair or replacement to any equipment, which is faulty at the present time of contract commencement.

Exclusions:

Any replacement to spare parts or equipment, emergency call outs or labour other than that required to carry out preventative maintenance / testing & inspection of the system or equipment. Any additional fault finding/labour time on site, travel time & expenses or materials, hired in special access, (Scaffold or Mechanical Hoist), used will be charged at the Company's current list price.

Inclusions:

Preventative maintenance inspection & testing in accordance with the prevailing British Standards for the systems or equipment as mentioned overleaf, the contract cost is inclusive of labour for testing & inspection only for the scheduled visits as detailed overleaf in the maintenance contract.

The availability of our 24-hour call-out service for emergencies. The Company's engineer may carry out routine maintenance or service on the occasion of an emergency or breakdown visit.

Note:

The service and maintenance given by The Company is intended to minimise the risk to the Customer of suffering the loss or damage, however no guarantee can be given the system will detect, always activate or report correctly, under all conditions. Respectfully we would like to point out that The Company is not an Insurance Company and consequently because of the potential extent of any claim that could otherwise be made against The Company under the contract arising from a failure of the system or from some act of negligence on the part of The Company, his employees or its agents in comparison with the sum payable by the Customer. It is therefore the customer's responsibility to comprehensively and adequately insure the property in which the system is installed, its contents and persons using the same, against 'all risks.'

Out of Hours Emergency Service:

The Company will make available a 24-hour emergency service but reserves the right to only attend to a reported fault where the Customer cannot set the system or stop the sounders (i.e. on emergency.)

The Customer Undertakes That:

It will use all reasonable endeavours to ensure that the system is used in a proper manner. It will carry out such routine day to day preventative maintenance measures as may be recommended in the Customer Operating instructions supplied with the system. It will permit the Company's service engineers to have full access to the equipment for the purpose of inspecting it or carrying out maintenance to be provided by the Company hereunder. It will permit no alteration to the system or wiring except by the Company, or by the Company's authorised agents. It will appoint at least one member of its staff as an 'Alarm Manager' who will be trained in the use of the system. The Customer will ensure that such an Alarm Manager is available to carry out the instructions in the User Instructions and to liaise on service matters. It may not assign the benefits or burdens of this Contract unless otherwise agreed in writing by the Company. It may not contract with the Company's employees or subcontractors or engage them to perform maintenance services upon the equipment at any time during the terms of this Contract for one year after its termination.

Payment:

The Customer will pay the Annual Maintenance charge to the Company in advance of the contract start date, which is non-refundable, then annually thereafter upon receipt of the renewal invoice. At that point the Company reserves the right to amend any charges to cover fluctuations in costs of providing the service.

Term:

This agreement becomes effective from the contract start date for a minimum of 3 years and will continue, an annual basis. Cancellation may be given by either party giving a minimum 3 months written notice prior to the renewal date. This Contract may be terminated forthwith by the Company if the Customer shall have committed any breach of the terms thereof.

Assignment:

The Company reserves the right to assign the benefit of this Contract to any other person or company authorised by the Company.