

# FIREWATCH SOUTH WEST LIMITED TERMS AND CONDITIONS OF SALE

(These conditions of sale shall not affect your statutory rights)

In these conditions of sale the 'Company' means Firewatch South West Ltd, the 'Customer' means the person, firm or company purchasing the goods from the Company, the 'Goods' means the goods or materials, which shall be, or have been, the subject of the contract between the Company and the Customer. Placing an order after 1<sup>st</sup> February 2010 implies acceptance of these terms and conditions.

**APPLICATION of CONDITIONS** – These conditions of sale apply to all contracts between us and the Customer, unless otherwise agreed in writing by a director of the Company. They shall apply in place of, and prevail over, any other terms or conditions, whether contained or referred to in the customers order, and or in correspondence or elsewhere, or implied by trade, custom, practice or of course of dealing

**CONFIRMATION OF ORDERS** – No order placed by the Customer shall be binding on the Company until and unless the same is accepted by the Company in writing. Orders are only accepted on the basis that their value does not exceed the agreed credit limit.

**PRICES** – All prices are subject to change without notice. Exception(s). (1) Rental agreements are fixed for the agreed period. (2) Quoted prices for services or products laid out on a Company letterhead, confirmed by the Customer in writing within the period as notified on same quotation. (3) Maintenance agreements as period endorsed on maintenance agreement.

Unless otherwise specified, VAT and any other tax or duty payable by the Customer will be added to the price.

**PAYMENT** – Payment terms for approved credit accounts are strictly Net 30 days from invoice date. Overdue accounts are processed by a credit collection agency costs of which will be added to the overdue invoice(s). In the event of non-payment by the due date of any monies due, the Company may suspend deliveries and may cancel any contract without liability. The Company reserves the right to charge interest on overdue accounts at the rate of 8% per month above the Bank of England base rate from the date on which the invoice became due for payment. Goods alleged to be defective shall not be grounds for the Customer to withhold payments of accounts due to the Company and shall not give any right of set-off against payments due from the Customer to the Company.

**GOODS AND SERVICES** - Specifications and designs may be changed without prior notice. This reflects the Company's policy of continuous innovation and improvement of products. Unless otherwise agreed, the Goods supplied will be in accordance with the Company's specifications and designs current at the time of manufacture of the Goods. The Company does not supply Goods on a sale or return basis. Goods returned with the prior written authority of the Company will be subject to a re-handling/restocking charge of 25% of the value of the Goods. Returns are not accepted without prior authority.

**DELIVERIES and CLAIMS** - The Company will not be liable for any non-delivery or delay in delivery of Goods caused by circumstances beyond the Company's control, including without limitation, any Act of God, civil or political unrest, delay or non-delivery by the Company suppliers, failure by suppliers to meet specifications, breakdown of machinery or industrial dispute or any other unforeseen or specified circumstances beyond the Company's control. Delivery dates are approximate and whilst every effort will be made to meet such dates the Company will not accept liability or responsibility for any consequential loss of the Customer if any delivery dates are not met. The right is reserved to effect part delivery of orders unless notified to the contrary. Claims for shortages or damages must be made to the Company and the carrier within three days of delivery. Claims for non-delivery must be made within 10 days of the invoice date. The Company reserves the right to charge for delivery this will be as agreed with the Customer prior to dispatch or delivery of goods.

**SPECIALLY MADE GOODS** – Where we manufacture any goods in accordance with any specification, drawings, designs, sketches, instructions or directions submitted by the Customer. (a) The Customer agrees to indemnify us against all damages, losses, costs, claims or expenses we incur in connection with any claim made against us for infringement of the rights of any third party in the execution of the Customers order. (b) Any minor additions, omissions or defects which do not materially affect commercial or domestic use of the Goods will not entitle the Customer to refuse delivery. (c) We shall be under no liability to the Customer in respect of any defect in the Goods arising from any specification, drawing or design in whatever format supplied by the Customer.

**INSTALLATION and FITTING** – Where we have agreed to effect any installation, fitting or maintenance of Goods supplied by us: (a) The Customer must, at its own expense, provide suitable access to its premises as agreed prior to commencing any installation or fitting. (b) If for any reason the installation, fitting or maintenance cannot be commenced at the time of delivery at the agreed time, as the case may be. The costs incurred by us as a result, for the attendance and travel costs of our employees, is to be payable by the Customer on demand.

**RETENTION OF PROPERTY and TITLE** - All Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the company the whole of all monies due to the Company. The risk in the Goods shall pass to the Customer upon delivery. The Customer shall insure the Goods immediately on delivery against such risks as shall be commercially prudent. Until such time they shall be stored separately from any other Goods or Goods belonging to any other person. They should be kept in a manner that makes them readily identifiable as the Goods of the Company. The Company shall, without prejudice to any other rights be entitled to go upon any premises where such Goods are stored or where they are reasonably thought to be stored to search for, repossess and remove its Goods.

**FORCE MAJURE** – If performance by the Company is prevented, restricted or interfered with by reason of any law, governmental action, lock-outs, wars, civil commotion, acts of public blockade or embargo, fire or other occurrence whatsoever (whether similar or dissimilar to the foregoing) beyond the Company's control. The Company shall be excused from performance or further performance to the extent of such prevention, restriction or interference. Provided that in the event that the Company is prevented from performing for a period in excess of two months, the Customer shall be entitled by notice in writing to terminate the contract. The Company, notwithstanding such a termination being entitled to payment at the contract rate in respect of all disputes arising under, in relation to or in connection with the contract.

**WAIVER** – Failure on our part to enforce or exercise any of rights shall not be treated as a waiver of any of our rights nor operate so as to bar the exercise or enforcement of them at any later time.

**SUB-CONTRACTING** – We reserve the right to sub-contract the whole or part of the contract.

**ASSIGNMENT** – The Customer must not assign or purport to assign any contract without our prior consent in writing.

**GOVERNING LAW** – These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties submit to the jurisdiction of the English Courts.