

## CONDITIONS OF SALE

- (1) These Conditions of Agreement shall not affect any statutory rights to which the Customer may from time to time be entitled and which by law cannot be varied or excluded.
- (2) The customer will pay 50% of the installation charge as a deposit to the Company before installation begins and the balance on the installation date. Title to the goods and equipment shall not pass to the Customer until payment in full has been made to the Company.
- (3) The following duties must be carried out by the Customer before installation starts to enable the Company to successfully install the System. The Customer must:-
  - i) Obtain and pay for all necessary consents and licenses for the installation of the goods and equipment (such as landlords consent);
  - ii) Give the Company free access to the premises on the date and time agreed, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work to install the goods and equipment;
  - iii) Supply adjacent to any electrical control unit a non switched fuse 240v spur outlet, unless the Company's engineer has been requested to fit this device by the Customer and this has been noted on the quotation;
  - iv) Advise the Company of the existence of concealed water, gas, electricity, telephone or other services (if any known about) and point out to the installation engineer their location before the work commences. The Company will use reasonable skill and care in identifying any concealed services not so pointed out. The Company will only be liable for damage to those services or for resulting damage to the extent that it does not take such reasonable care. The Company cannot be held responsible for glass concealed within windows and doors which are not of a standard or reasonable construction;
  - v) Be responsible for the lifting of floorboards or floor coverings other than carpets. Note that the Company cannot be held responsible for any damage as a result of the lifting and re-fitting of carpets.
- (4) The Company will carry out installation or service during the hours of 8am to 5.30pm Monday to Friday (excluding Bank Holidays) on a date previously agreed by the Customer.
- (5) Whilst the Company will make every endeavour to install the product on the date or within the period arranged with the Customer the Company shall in the event of any unforeseen circumstances arising be entitled to make later installation and such later installation shall be accepted by the Customer and the Company shall in any event not be responsible for any loss whatsoever arising from or consequential upon delay in installation.
- (6) Specification: The Company reserves the right to make any deviations from any sketch or sample which would not materially affect the design if in the opinion of the Company such an alteration would facilitate the proper execution of the work.
- (7) The Company must be informed in writing within seven days of acceptance of order of any changes, alterations, reductions or cancellations. The Company also reserves the right to retain any deposits or charge in full for any goods supplied or fabricated. The Company reserves the right to levy a standard call out charge when cancellation is upon the engineers attendance.
- (8) The Company cannot be held responsible for any instructions other than those written on this Agreement and signed for by the Customer.
- (9) All locks, grilles etc., are fitted to existing structures. We undertake no structural alterations unless specifically agreed beforehand.
- (10) Whilst every effort is taken to carry out neat work, we do not make good decorations where disturbed when fitting our equipment, or removing old equipment (e.g. locks).
- (11) Where specified, all existing equipment and cabling will be used on the proviso that it is found to be compatible and working correctly at the time of the new installation. Any defects found will be repaired on a time and material basis at an additional cost.
- (12) Where we have included in our quotation for the installation of the 230/250V A/C 3 amp unswitched mains spur point(s), the electrical supply will be installed by a competent engineer in accordance with "Electricity at Work Regulations 1989". A Minor Works Electrical Installation Certificate can be provided on request at an additional charge.
- (13) Where necessary, chasing and making good is to be carried out by the client's builder at the expense of the customer.
- (14) Where applicable your existing system may be non-operational whilst the new work is being carried out.
- (15) Guarantee: In the event of faulty materials or workmanship the Company will at its discretion either repair or replace parts or the whole of the installation, but the Company reserves the right to charge for repairs or other work directly or indirectly arising from the issue. This guarantee extends for a period of one year from the date of completion of the installation.
- (16) The price quoted is guaranteed for three months. If the installation is for a date later than three months after the Agreement date any price increase made by the Company since the Agreement date will at the Company's discretion become applicable to this Agreement.
- (17) The installed goods is intended, as set out in the Company's specification, only to reduce the risk of loss or damage to the property and injury to persons on the premises to the extent that is reasonably practicable by use of such equipment. The Company gives no undertaking to the Customer that the goods may not be compromised or circumvented or that the goods will prevent any loss by burglary, theft or otherwise. The Company does not guarantee that particular loss, damage or injury can and will be prevented by use of the goods.
- (18) The Company shall not be liable for any loss or damage suffered by the Customer however caused, whether as a result from any negligence, breach of contract, misrepresentation or otherwise resulting from any unauthorised entry or burglary, theft robbery, damage, disturbance or any other cause in excess of £50,000 inclusive of all costs and expenses.
- (19) The Company or its insurers shall not be liable or investigate any claim for loss unless the Customer has given written notice within seven days of its occurrence and given the Company and/or its insurers every facility to investigate such occurrence.
- (20) The Company shall not under any circumstances whatsoever (whether by negligence, breach of contract or otherwise) be liable for any indirect or subsequential loss damage or injury however caused.