

ELECTRO DETECTORS LTD

Electro House, Edinburgh Way, Harlow
Essex, CM20 2EG

STANDARD TERMS AND CONDITIONS OF SALE

1) General

Our Conditions of sale (" the Conditions") will apply to any goods or services supplied by Electro Detectors Ltd ("The Seller") to a purchaser ("The Buyer") and form part of every contract made between the Seller and the Buyer.

The Seller will only enter into a contract with the Buyer under these Conditions and any other terms that have been previously agreed in writing between the Seller and the Buyer. Any variations to these terms will have no effect unless previously agreed in writing between the Seller and the Buyer.

Minimum order value £ 50.00 unless previously agreed between the Seller and The Buyer.

Definitions

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| "Buyer" | Any Company, Sole Trader or their nominated agent, that is able to place and authorise payment of a purchase order. |
| "Seller" | means Electro Detectors Ltd |
| "Goods" | Wireless Fire Detection systems and equipment and any other associated sundries to be provided in accordance with the Buyers written order form or any other written communication where the Seller agrees to supply Goods to the Buyer. |
| Intellectual Property | means all rights in patent, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable. |

2) Quotations

- (a) Where the company has provided a written quotation for the supply of goods or services to the Buyer, the quotation remains open for acceptance for a period of 60 days from the date the Seller sent the quote to the Buyer. If no quotation was produced by the Seller then the prices will be as set out in the Sellers current price list (available on request), and if applicable subject to an agreed discount between the Seller and the Buyer.
- (b) Any order received from the Buyer shall be accepted by the Seller as confirmation that the Buyer accepts the Sellers terms and conditions as set out in this document, or as agreed previously between the Seller and the Buyer in writing and signed by the Seller or an authorised person employed by the Seller.

- (c) The Seller reserves the right to cancel any received order. in the event of such a cancellation the Seller shall refund any relevant monies already paid by the Buyer.

3) Price

- (a) All prices stated by the Seller are exclusive of carriage, insurance and VAT at current rates
- (b) Where services are provided on a time and materials basis, the charges payable shall be calculated in accordance with the Sellers standard daily rates as amended from time to time.
- (c) Where the Seller provides a service which causes one or more of its representatives to attend site. Travel and accommodation charges will apply.

4) Specifications

If the Goods are supplied in accordance with the Buyer's specifications then the Buyer shall be solely responsible for the accuracy of the specifications and the Buyer expressly acknowledges that any Goods created in accordance with any specification supplied by the Buyer are fit for purpose. Furthermore the Buyer expressly acknowledges that he is relying solely on his own skill and judgement and that he has not relied on the skill and judgement of the Seller, its agents or employees and the Buyer will indemnify the Seller against all claims by the customer of the Buyer and/or sub Buyer in this regard.

5) Delivery

- (a) The Seller reserves the right to amend any dates quoted for Delivery without consequence
- (b) Carriage will be charged at our normal rates which are available on request.
- (c) Where the Buyer requests an order to be despatched in instalments, carriage will be charged on each instalment unless previously agreed in writing by the Seller.
- (d) Where delivery by instalments is requested by the Buyer each instalment shall form a separate contract and any failure or defect in any one of the instalments shall not entitle the Buyer to cancel the order or any subsequent instalments.
- (e) The Buyer cannot refuse a delivery for the reason only is that the quantity delivered is less than the quantity ordered.
- (f) It is the responsibility of the Buyer to notify the Seller if the Goods have not been received by the Buyer within seven days of the receipt of invoice. If no notification is made the Buyer shall be deemed to have received the Goods. Likewise it is the responsibility of the Buyer to notify the Seller if any of the Goods have been rejected by the Buyer within seven days of receipt of the Goods. If no such notification is received the Buyer shall be deemed to have accepted the Goods.

- (g) If the Buyer has requested delivery to a private address or site address and there is no one available to sign for the Goods then the Buyer will still be charged for the missed delivery and any future attempts to deliver the Goods will be subject to another charge.

6) Property and Risk

- (a) The Buyer acknowledges that before entering into an agreement with the Seller by way of placing an order for the supply of Goods or Services, he has expressly warranted and represented that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of any circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, to petition a winding up of the company or exercise any other rights over or against the company's assets.
- (b) The Goods shall remain the property of the Seller until full and final payment has been received from the Buyer. The Seller retains the right to remove or apply for the return of all Goods until full and final payment has been received from the Buyer.

7) Title

- (a) The title to all intellectual property rights in the Goods or associated with them. (Including copyright, trademarks, design rights, and patents) remains with the Seller and the Buyer must not infringe those rights
- (b) If the Buyer fails to make full and final payment for the Goods, or enters into bankruptcy, liquidation or receivership the Seller has the rights to remove the Goods.
- (c) Despite the Seller retention of title to the Goods we reserve the right to take legal action to recover the price of the Goods supplied should the Buyer fail to make full and final payment.

8) Warranty

- (a) The Seller's standard warranty is for a period of 12 months from date of despatch unless otherwise agreed in writing between the Seller and The Buyer.
- (b) The Seller warrants only that the goods supplied are free from defects in design (except any designs submitted or specified by the Buyer) The Warranty only covers defects becoming apparent in the period of 12 Months from the date of despatch. Unless otherwise agreed in writing between the Supplier and the Buyer.

9) Returns

- (a) Goods may be returned only when previously agreed with the Seller
- (b) The return of Goods will be subject to an agreed handling charge unless previously agreed with the Seller or unless the Goods were defective when delivered. (Clause 5f applies).

- (c) Where Goods are being returned under Warranty, replacement goods will be shipped and upon receipt of the defective Goods the Seller will issue a credit note.

10) Force Majeure

- (a) In the event of performance of the Supplier being affected by any strike action, disruption to shipping or transport of materials required in the manufacture of the Goods. Or by any event outside of the Suppliers control the Supplier may decide at its own discretion either

To terminate the contract between the Seller and the Buyer

Or

To notify the Buyer of the Sellers intention to complete the contract within a reasonable timescale after the termination of such events or circumstances.