



Terms and Conditions of Business

1. Definitions

In these Terms and Conditions of Business:

"Seller" means Application Solutions (Safety and Security) Limited (Company Number 6437637) of Unit 17, Cliffe Industrial Estate, Lewes, East Sussex BN8 6JL.

"Buyer" means the person, firm or company who or which purchases Goods and/or Services.

"Conditions" means these Terms and Conditions of Business.

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods and/or Services consisting of an order from the Buyer which is accepted in writing by the Seller and these Conditions.

"Goods" means all goods and products supplied by the Seller pursuant to a Contract.

"Services" means all services supplied by the Seller pursuant to a Contract including (without limitation) commissioning, training, maintenance and any other on-site services.

2. Applicable Conditions

(a) Unless otherwise agreed in writing by the Seller, these Conditions shall override and exclude any terms or conditions stipulated, incorporated or referred to by the Buyer whether in any order or in any correspondence or negotiations relating to the purchase of Goods and/or Services or otherwise.

(b) Despatch or delivery of the Goods or performance of the Services by the Seller to the Buyer shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

(c) No variation, waiver or addition to these Conditions or the Contract shall be binding unless agreed or confirmed in writing by a director of the Seller.

3. Quotations, Orders and Confirmation of Advice

(a) Unless otherwise stated in writing by the Seller, quotations are valid for a period of 30 days from the date of issue.

(b) The Buyer shall be responsible for ensuring the accuracy of the terms of any order (including the suitability of the Goods for the Buyer's intended use). It is the responsibility of the Buyer to ensure that all Goods being supplied carry the relevant approvals and accreditations for the markets and industries in which they are being used.

(c) No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller.

(d) Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods and/or the Services which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

4. Cancellation

The Buyer shall not be entitled to cancel an order or a Contract or any part thereof without the written agreement of the Seller. As a condition of giving its agreement, the Seller may require a cancellation charge to be paid by the Buyer. The Seller reserves the right to cancel a Buyer's order, either in whole or in part. Where the Buyer's order has been cancelled in part, the Seller shall be entitled to payment for all Goods delivered or Services performed up to the cancellation date. The Seller shall be under no liability whatsoever to the Buyer in respect of any costs, expense or liabilities incurred by the Buyer as a result of any cancellation by the Seller whether in whole or in part.

5. Services

If the Contract includes Services, the Buyer shall allow the Seller's personnel access to the installation premises at all reasonable times, shall provide a clean and safe work area and shall make available a power supply and other facilities requested by the Seller for the provision of the Services. Installation Services shall be deemed to be complete when the Goods have been installed even though work to a larger system may still be required by the Buyer or a third party.

6. Price and Payment and Terms

(a) Any price quoted or agreed for the Goods and Services is exclusive of value added tax unless expressly stated to be inclusive of any value added tax.

(b) Unless expressly agreed to the contrary by the Seller the price quoted or agreed for the Goods is ex-works (as defined by Incoterms 2000).

(c) Unless expressly agreed in writing by the Seller the price is payable in full upon delivery of the Goods or (if the Seller is providing installation services) upon installation of the Goods or on provision of the Services. If the Seller has granted credit facilities to the Buyer, which have been confirmed in writing by the Seller, then full payment is due within 30 days from the date of the Seller's invoice. If the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods then the Seller shall be entitled to invoice the Buyer for the price of the Goods at any time after the Seller has notified the Buyer that the Goods are ready for collection.

(d) If the Buyer fails to make any payment on the due date then without prejudice to any other rights or remedies available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries to the Buyer. In addition, the Seller shall be entitled to charge interest on the overdue sum at the rate of 10% per annum or, if higher, 4% above the base rate of Barclays Bank Plc from time to time, from the due date until the date of actual payment, whether before or after any judgment.

(e) The Seller's list price of Goods and Services shall apply unless otherwise agreed in writing by the Seller.

(f) The price of the Goods and Services will be paid in full by the Buyer, without deduction by way of set off or claim or counterclaim.

(g) The Seller reserves the right, by giving notice in writing to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, significant increase in the costs of labour, materials or other costs of manufacture).

7. Delivery

(a) Delivery dates are given in good faith but are estimates only and the Seller shall have no liability for any loss, damage or expenses arising out of any delay or delivery for whatever reason. Delay shall not entitle the Buyer to cancel any order or Contract or to refuse to accept delivery of all or any of the Goods.

(b) Unless otherwise specifically agreed in writing by the Seller any delivery time or date quoted or agreed by the Seller is not of the essence, and the Seller shall not be liable for the consequence of any delay in delivery. The Goods may be delivered by the Seller in advance of any quoted delivery date upon giving reasonable notice to the Buyer.

(c) Unless specifically agreed in writing to the contrary by the Buyer, the Seller may deliver the Goods in such separate amounts or parts as the Seller may choose.

8. Title and Risk

(a) Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer's carrier at the Seller's premises.

(b) Notwithstanding delivery and the passing of risk, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and all other Goods ordered by the Buyer for which payment is then due.

(c) Until such time as the property in the Goods passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller (or its agent) and if the Buyer fails to do so then the Seller may enter upon any premises where the Goods are stored and repossess the Goods.

9. Warranty and Liability

(a) Subject to the provisions of Clause 9(b) below, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of delivery. The Seller warrants that it will exercise reasonable skill and care in providing the Services.

(b) The Seller reserves the right to make any changes in the specification of the Goods and/or the Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods and/or the Services are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

(c) Save as expressly provided in these Conditions, all warranties, conditions or other provisions implied by statute or common law are hereby excluded.

(d) Where any valid warranty claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Seller, the Seller shall be entitled to repair or replace the Goods free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. The Buyer shall pay the cost of delivering the Goods back to the Seller (together with any insurance cost of such delivery).

(e) If the Goods and/or the Services are to be manufactured or any process is to be applied to the Goods and/or the Services by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

(f) (i) The Seller shall have no limit on its liability for death or personal injury caused by the Seller's negligence or the negligence of its employees or for fraudulent misrepresentation.

(ii) Subject to Clause 9(f)(i), the Seller shall have no liability to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (A) for any increased costs or expenses, (B) for any loss of profit, business, contracts, revenues or anticipated savings or (C) for any special, indirect or consequential loss or damage of any nature whatsoever.

(iii) Subject to Clause 9(f)(i), and notwithstanding anything contained in these Conditions, the Seller's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the supply of the Goods shall be limited to a sum equal to twice the price of the Goods and Services which give rise to the liability.

10. Software Licence

Any software contained within the Goods is supplied by way of a non-exclusive licence to the Buyer to use such software only in respect of the Goods. The Buyer acknowledges that the copyrights and all intellectual property rights in such software belong to and shall remain with the Seller.

11. Assignment

The Contract is personal to the Buyer which shall have no right to assign or sub-contract or delegate all or any of its rights and obligations thereunder.

12. Force Majeure

The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a result of the supply of the Goods or Services being directly or indirectly prevented, hindered or delayed by reason of any circumstances outside the control of the Seller. Without limitation, such circumstances shall

include any act of God, war, riot, strike, lockout, trade dispute or labour disturbance, accident or breakdown of plant or machinery, failure or shortage of power supplies, fire, flood, drought, explosion, difficulty in obtaining workmen, materials or transport, refusal of any licence or permit or any order, sanction or request of any government or government authority. In the event of any such circumstances the Seller shall have the option (exercisable by notice to the Buyer) to terminate the Contract (whereupon the Seller shall be relieved of all further liability under the Contract) or to vary the time for delivery or other performance, in any case without incurring any liability for any loss or damage suffered by the Buyer as a result.

13. General

(a) Headings to clauses are for convenience only and shall not be used to interpret the Contract.

(b) No third party shall have any right to enforce the Contract or any part thereof pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of the Contract. The Buyer irrevocably waives any right to object to the English Courts on the ground of inconvenient forum. A judgment of the English Courts may be enforced in any country.