

Clear Image Systems Limited

Terms and Conditions of Sale

Formation of Contract

Clear Image Systems Limited would like to reserve the right to discuss and negotiate terms and conditions at a later date once the final version of the terms and conditions have been issued.

However, **Clear Image Systems Limited** would like to make the customer aware of the following contractual requirements which will need to be reflected in the final agreement.

- a) Quotations do not constitute any offer. No contract shall result until the Customer has placed an order which has been accepted by the Company. All acceptance of orders whether verbal or in writing shall be deemed to have been made subject to these conditions.
- b) Verbal orders and any variations to orders must be confirmed by the Customer in writing otherwise the Company shall not be liable for any consequent errors or misunderstanding.
- c) No assurance given or terms discussed before order or arising from a previous course of conduct between the parties shall take effect as part of this contract or bind the Company in any other way, unless specifically referred to in writing in the Company's quotation or acceptance. This provision shall not prevent these conditions of sale being incorporated between the parties by virtue or any course of dealing between them

Prices

Prices quoted are subject to alteration without prior notice to conform to those ruling at dispatch date.

Payment

- a) Unless otherwise specified by the Company in writing payment of any invoice is due no later than the thirtieth day after the date of invoice.
- b) In addition to its other remedies, the Company reserves the right to charge interest on delayed payments from the due date of settlement at 2% for every thirty days, or part thereof.
- c) Without prejudice to its other rights and remedies, the Company may discontinue deliveries and/or at its discretion terminate the contract if the Customer defaults in payment or becomes insolvent or commences winding up proceedings or is otherwise incapacitated from doing business in consequence of debt. Notwithstanding any contract term allowing credit, payment in full shall become due to the Company forthwith upon the commencement of any act or proceeding in which the Customer's insolvency is involved.
- d) All quantity discounts will be immediately waived on overdue accounts.
- e) Progress applications for payment-reflecting work carried out on site and material delivered or held in Bonded Stores, will be submitted monthly. The final application will. Be submitted on handover of the system. All applications are due for payment within 30 days of the application dates.

Dispatch of Goods

- a) Any dispatch or delivery dates quoted in good faith shall be treated as estimated only. The Company shall not be liable for any loss, damage or expenses whether direct or indirect, caused by any delay in dispatch or delivery howsoever the same may be caused.
- b) The Company reserves the right to dispatch in total up to ten per cent over or under the quantity of goods/services ordered and to charge accordingly.
- c) Each consignment dispatched shall be considered a separate transaction and defects in or failure of any one consignment shall not affect the due performance of the contract as regards other consignments.

Delivery of Goods

The Customer shall be responsible for providing adequate labour and facilities at delivery points for unloading goods ordered by him and shall keep the Company indemnified against all claims howsoever arising from such unloading operations. Where delivery time of products for incorporation into the works cannot be accurately forecast, it may be necessary to make early supply arrangements in order not to delay the completion programme. If such products are then available before they are required on site, they will be placed in a Bonded Stores. In such cases, such products will be invoiced and a vesting certificate issued on receipt of settlement of invoice, indemnifying the client in case of theft, fire, etc. and acknowledging the fact that we hold such products on the Customer's behalf. The average delivery lead times for systems are as follows; these delivery dates may be more or less than stated which can be confirmed at the time of order.

Electric Locking – 6-8 weeks

CCTV – 4-6 weeks

Access Control – 3-4 weeks

Fire Alarms – 4-6 weeks

Turnstile Monitoring – 4-6 weeks

Damage or Loss in Transit

Unless otherwise advised in delivery documentation claims must be made in accordance with the time limits stipulated below. In the absence of claims within these limited the goods/services shall. Be deemed to have been properly delivered.

- a) All claims for damage to or partial loss of goods in transit must be submitted to the Company within 3 days of delivery to the Customer or its agent.
- b) All claims for non-delivery of the whole consignment must be submitted to the Company within 3 days of the date upon which the normal course of transit the goods ought to have been delivered to the customer or it's agent.

Cancellation

Unless a cancellation charge is agreed in writing the Customer may not cancel or amend any outstanding orders, or return goods which have been supplied correctly in accordance with the final order.

Liability and Indemnity

The Customer shall identify the Company against any claim by a third party in respect of loss or damage to any property howsoever caused, arising from the use of or otherwise in connection with the goods/services. The Customer's indemnity shall extend to any liability the Company to such third party and all costs and expenses incurred by the Company in connection with such claim.

Liquidated or Delay Damages

Clear Image Systems Limited requires a cap on liquidated damages in the event of a delay. The maximum level of liquidated damages which **Clear Image Systems Limited** can accept is 10% of the contract value per week limited to a maximum of the total contract value.

Defects Liability

Clear Image Systems Limited can offer a defects liability period of 12 month from the date of installation. Within this period **Clear Image Systems Limited** will repair faults and replace parts in the equipment supplied by **Clear Image Systems Limited** pursuant to this Agreement free of charge. **Clear Image Systems Limited** will not be able to provide warranties of merchantability or fitness for a particular purpose with respect to any services performed or equipment supplied. **Clear Image Systems Limited** can however warrant that the services performed and equipment supplied will meet the mutually agreed specification.

Indemnity

Clear Image Systems Limited can offer indemnities only where such indemnities are limited to events arising solely and directly from the negligent acts or omissions of **Clear Image Systems Limited** agents or employees whilst on the Customer's premises.

Insurance

Clear Image Systems Limited suggests that appropriate and mutually acceptable insurance levels are agreed at a later date. **Clear Image Systems Limited** are unable to provide insurance documentation other than in the form of a broker's certificate. **Clear Image Systems Limited's** insurers also do not permit **Clear Image Systems Limited** to provide insurance in joint names, cross liability or waivers of subrogation.

Title and Risk

- a) The goods. services shall be at the Customer's risk from when the company delivers them in accordance with the contract.
- b) The property in the goods/services (both legal and equitable) shall remain with the Company until:
 - i) Full payment for the goods/services together with any interest and/or storage relating thereto has been made.
 - ii) All other sums owing by the Customer have been paid.
- c) The Customer shall be at liberty to deliver the goods/services to a third party pursuant to an agreement to re-sell the same and/or to incorporate the goods/services in manufacture of other products. Subject thereto the Customer, until payment in full as aforesaid has been made, shall hold the goods/services in a fiduciary capacity, shall keep the goods/services separate from its other assets and shall not remove or obliterate any mark placed on the goods/services by the Company identifying the goods/services as its own.
- d) The Company shall be entitled at any time after payment for the goods/services has become due and before full payment has been made to retake possession of the goods and to remove them to its Company premises. The Customer shall be deemed irrevocably to have granted authority to the Company to enter upon it's, the Customer's premises to take possession of the goods/services and to remove them therefrom.
- e) If the Customer shall fail to make full payment within 7 days from any such removal as aforesaid the Company shall be entitled to sell the same and to retain the proceeds of any such sale.

Clear Image Systems Limited

- f) In the event of the Customer re-selling the goods/services before making payment in full to the Company, the Customer shall account to the Company for all the proceeds of any resale and prior to paying such proceeds to the Company, the Customer shall hold the same in a fiduciary capacity keeping the same separate from any other money held by it.
- g) The Company's rights thereunder shall be in addition to any and all other rights it may have against the Customer at law or in equity.

Assignment and Sub-Contracting

The Company reserves the right to assign or sub-contract the whole or part of this contract. Amalgamation of the Company with some third party shall not constitute grounds for termination by the Customer.

Disputes Procedure

- a) Arbitration - Any difference or dispute arising between the Customer and the Company relating to the quality or specification of the goods/services, being the subject of this contract may be referred by party to a single Arbitrator to be agreed upon between the parties. The decision of the Arbitrator is final and binding.
- b) Law - If Arbitration is not mutually acceptable the contract shall be deemed made in England and shall be governed by English Law for all purposes. Any claim brought by the Customer against the Company shall be brought exclusively in the English Courts.

Variations

Any variation to the conditions of sale must be in writing by the Directors of the Company.

Copyright

- a) All drawings, documentation and system software programmes supplied may only be used, reproduced or otherwise adapted for use in accordance with the contract or with the express permission in writing from the Company for use outside of this contract.
- b) Drawings, documentation, and software programmes supplied are Copy protected and copyrighted. Unauthorised copying, reverse compiling and disassembling are prohibited. Title to the design and/or program is not transferred to the Customer by this contract.

Intellectual Property

Clear Image Systems Limited require that all intellectual property rights in the works produced by **Clear Image Systems Limited** pursuant to this Agreement are retained by **Clear Image Systems Limited**. **Clear Image Systems Limited** can offer the Customer a royalty free, non-exclusive, non-transferrable, irrevocable licence to use the intellectual property in the works provided by **Clear Image Systems Limited** for the sole purpose for which the works were performed by **Clear Image Systems Limited**.

Terms - Unless Otherwise Stated

- a) For contracts above 10,000.00 -20% with order, with two interim payments of 35%, with the final 10% after commissioning.
- b) The Company reserves the right to make monthly interim claims up to the above outlines for work carried out, to date, for delays in the contract outside of the Company's control.

Warranty

All materials and workmanship are warranted to the original Customer for a period of 12 months from the date of the original purchase, apart from where:

The original manufacturer's warranty for goods/services supplied in this contract is less than 12 months and therefore warranty for any such goods/services will only be covered for the period of the original manufacturer's warranty.

Working Hours

Unless otherwise stated, our proposal is based upon all works to be carried out during the Companies normal working hours: Monday to Friday 08:00 - 17:00 excluding Public Holidays and Weekends.

Any alterations to the above times may incur an additional charge.

Our estimate assumes that the Company's engineers will have free access to all areas and are afforded continuous and uninterrupted working. Whilst the Company will make all reasonable efforts to work with our other suppliers, servants, trades and the customer, any interruptions or delays by the forenamed may result in additional charges being made to the customer.

Commissioning

Clear Image Systems Limited reserves the right to utilise sub-contracted labour at any stage during commissioning of the system.

Clear Image Systems Limited Commissioning engineers will make use of the following documents to record test results and commissioning tests:-

- Cable Test Sheets
- Installation Check Report
- System Layout Drawing (s)
- System Schematic Diagram (s)

Unless otherwise stated our price envisages that the commissioning activities undertaken as a single continuous operation.

Following commissioning we will undertake tests during which the system may be operated continuously over a period of several hours. Should you require these tests to be carried out at a separate visit or out of normal working hours this may be arranged at an additional cost.

Commissioning of the system will constitute Practical Completion. At this time, our engineer will present an Acceptance Certificate for signature by your representative and we will hand over the system.

Commissioning will include testing the following aspects of the system:-

- That all wiring is correctly terminated
- Voltage and resistance at appropriate points of the system will be recorded
- That all trigger devices are correctly aligned and operating
- That any readers and all ancillary devices operated correctly
- Verification of signals and messages
- Where required that the system continues to work when the mains supply is disconnected

The proposal is based on the assumption that all parts of the system to be installed and commissioned are safely accessible by ladders or steps.

If scaffolding or other means of access are required the Customer shall provide it free of charge to **Clear Image Systems Limited** or if **Clear Image Systems Limited** has to supply it the Customer shall pay **Clear Image Systems Limited** reasonable charges. The Customer shall warrant that any scaffolding or other means provided will be safe when properly used.

Validity

This quotation is valid for a period of 90 days from the tender date for orders placed within the validity for delivery in the stated delivery period.

VAT

The price quoted is strictly net, exclusive of VAT, which will be charged at the rate prevailing at the time of invoice.

Maintenance

Maintenance should be carried out wherever possible and in accordance with the appropriate governing standards.

The preservation of security by the maintenance company is of paramount importance and steps will be taken to ensure safe custody of all equipment and documentation relating to installations. **Clear Image Systems Limited** will ensure that adequate vetting of employees is carried out.

It should be recognised that not all eventualities can be foreseen and, in exceptional circumstances, a system or part of a system may be left inoperable or disconnected whilst replacement parts are obtained.

Design Statement

Clear Image Systems Limited

The final acoustic performance of a building cannot be guaranteed. The quantity and location of any Fire Alarm sounders provided is based on our experience of designing Fire Alarm systems. Should the sound levels be judged as deficient following audibility tests the company reserves the right to relocate or add sounders subject to additional charges.

Where our price includes design we will undertake to attend any required consultation with interested parties. Our price excludes obtaining Statutory or Local Authority approval or costs associated with any additional requirements of such approvals.

Interpretation

In these conditions the expression "The Company" shall mean **Clear Image Systems Limited**