

### Definition

The "Company" shall mean Senseco Systems Limited – Registered Head Office:

6 Ambley Green, Bailey Drive, Gillingham Business Park, Gillingham, Kent, ME8 0NJ,  
Tel: 0845 6442888 Fax: 0845 6442899.

The "Goods" shall mean any equipment, parts or services provided by the "Company" whether his own or those supplied by the "Company" as an agent.

The "Customer" shall mean any person who places an order either verbal or written to instruct the services or purchase the products supplied by Senseco Systems Limited.

Where, 'Unless specified otherwise' is stated, this shall have the meaning of a statement in writing, from Senseco Systems Ltd, on "Company" headed stationery and signed by a fully employed member of staff of senior management status.

### General Quotation Terms

1. All quotations are subject to our standard terms and conditions and are exclusive of VAT which will be charged for at the rate prevailing at the time of invoice
2. Unless specified otherwise we do not accept any financial retention for this contract and are not prepared to supply any financial bond.
3. We reserve the right to pass on any delivery charges received by the "Company".
4. Unless specified otherwise this quotation is based on normal office hours of working (Mon-Fri 0830 to 1700)
5. Unless specified otherwise it should be assumed that we would require a minimum of 4 weeks notice for commencement of works, this may be longer for mobilisation of installation staff or obtaining a specialist equipment/parts.
6. The "Company" will require an official order detailing work required and any quotation references, this order should be sent/faxed to the head office prior to being able to commence any works or the placement of any order on the "Company" suppliers (Fax: 0845 6442899).
7. All quotations are strictly NET, in the event of the order being placed through a main contractor who by trade custom is entitled to a 2.5% cash discount the price(s) must be advanced by 1/39<sup>th</sup>.

### Terms Validity

8. In case of conflict or variance between these conditions and any conditions provided by or referred to by the "Customer" the performance of an order placed by the "Customer" or any part thereof shall be deemed to be an acceptance of all terms and conditions thereof including those set herein. Any terms and conditions contained in any order or acceptance or contract submitted by the "Customer", shall not in any way affect our terms and conditions of sale and are at variance with these terms and conditions, except where and only in respect of any terms and conditions expressly agreed in writing by the "Company". To the extent that any terms and conditions purport to cancel our terms and conditions of order they shall be ineffective and shall not be deemed to constitute a counter offer for the purpose of interpretation of the terms of any resulting contract.
9. The Quotation is valid for 60 days from date of issue.
10. Unless specified otherwise, any quotation should be considered as budgetary unless specific statement is made of a 'fixed sum' and specific asset list and survey of the works undertaken.
11. All of the conditions detailed shall apply not only to this tender if accepted but to all order subsequently placed with us by or on behalf of the same "Customer".
12. In the event that the "Company" issues a "Customer" with a certified commissioning certificate for an installation. The certification will only remain valid providing an equally certified "Company" undertake all future alterations and amendments to the system.
13. Access plant provided by others for our use must comply with statutory health and safety law and regularly checked by a competent person.

### Delivery, Storage & Disposal

14. "Goods" are supplied subject to availability. Any date or dates quoted by the "Company" for delivery of "Goods" shall be an estimate only and shall not be binding on the "Customer".
15. Whilst every endeavour will be made to deliver by such dates the "Company" shall not be liable for nor be required to indemnify the "Customer" from or against any loss, damage, actions, claims or expenses suffered or incurred as a result of delivery beyond such estimated dates.
16. The "Company" reserves the right to make delivery of "Goods" by instalments and to tender a separate invoice in respect of each instalment. Delay in the delivery of any one or more instalment for whatever reason will not entitle the buyer to treat the contract as repudiated or to damages.
17. Unless specified otherwise, no allowance has been made for the disposal of redundant equipment or substances, including but not restricted to, ionising isotopes, batteries and redundant/prohibited gases. Any additional costs and legal obligations associated with any such disposal are to be the responsibility of the "Customer".

### Payment Terms

18. Payment of all invoices is strictly 30 days from date of Invoice/Application; the "Company" will charge interest on all overdue accounts as detailed in the "late payment of commercial debts act 1998" interest will be charged at 8% above Bank of England base rate.
19. The "Company" retain the right to reject an official order if the "Company" is unable to satisfy itself that the "Customer" can provide adequate evidence to enable satisfactory credit from the "Company", in these circumstances alternative terms possibly

Including full or partial pro-forma payment or reduced credit terms will be requested and agreed prior to continuance of order.

20. Invoices for maintenance contracts will be issued in arrears after each maintenance visit or in the case of maintenance contracts in excess of £15,000:00 per annum 12 equal monthly invoices will be issued.
21. Invoices / Applications for contracts will be issued for any equipment delivered to site regardless of whether installed or commissioned, the full value for all equipment delivered will be invoice immediately after delivery.
22. Invoices / applications will be issued on a monthly basis for progress of installation and commissioning based upon a percentage of progress.

### Title

23. Risk in the "Goods" shall pass to the "Customer" on delivery. If delivery is delayed through the neglect or default of the "Customer", the "Company" shall be entitled to charge the "Customer" with the cost of storing the "Goods" and insuring them against loss or damage but shall not be under any obligation to store or insure the "goods".
24. The "Goods" shall remain the sole and absolute property of the "Company" until such time as the "Company" shall have received payment in full. (i) for any "Goods" (ii) for any other "Goods" supplied by the "Company" to the "Customer" and (iii) for any monies due from the "Customer" to the "Company" or any of its subsidiary or associated companies on any account. Each of the categories (i) (ii) and (iii) set out above shall be regarded as separate severable and distinct from the others. The "Customer" agrees that until such time as the property in the "Goods" shall pass to him as aforesaid he will hold the "Goods" as the "Company" fiduciary agent and bailee and store them in a manner which makes them readily identifiable as the "Goods" of the "Company"
25. The "Customers" right to possession of the "Goods" shall cease forthwith when the "Company" option to suspend delivery or cancel the contract under condition 23 arises for any of the reasons set out therein and the "Company" may require delivery to it, of all or part of, the "Goods". The "Company" may for the purpose of the recovery of the "Goods" enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
26. The "Customer" is licensed by the "Company" to agree to resell the "Goods" as principal in the ordinary course of business by bona fide sale at full market value before
27. In no event shall the "Company" be liable for nor be required to indemnify the "Customer" from or against any loss of use, loss of profits or loss of future contracts whether arising as a breach of contract, negligence or other tort, breach of statutory duty or otherwise.

### Contract cancellation

28. The "Company" may at its option and discretion wholly or partially suspend delivery of the "Goods" or cancel the contract if the "Customer"
  - a. Fails to pay monies due to the "Company" whether under the contract or otherwise.
  - b. Fails to comply with a condition of the contract or any other contract or agreement between the "Company" and the "Customer".
  - c. Being a "Company" compounds or enters into any composition or arrangement with its creditors or a proposal is made for voluntary arrangement with its creditors (ii) has a petition presented for the appointment of an administrator or an administrator is appointed; (iii) has a receiver or manager administrative receiver over all or any part of its assets; (iv) is unable to pay its debts within the meaning of section 123 of the insolvency act 1986; (v) has a resolution passed for its voluntary winding up or a winding up order is made; (vi) has a petition presented for its winding-up or a winding-up order is made; (vii) is removed for any reason from the register of companies.
  - d. Being an individual (i) enters a Deed of arrangement or makes any assignment for the benefit of or enters into any arrangement voluntarily or otherwise with its creditors; (ii) makes or has an application made for an interim Order in connection with a proposal to creditors for a voluntary arrangement; (iii) has a petition presented for his bankruptcy or is made bankrupt.
  - e. Fails to satisfy any distress execution or judgement within seven days of its being levied against its property, or made as the case may be.
  - f. In the event of the "Company" material breach of the agreement, "Customer" may terminate and receive a pro-rata refund of any amounts prepaid pursuant to the agreement.
29. The suspension or cancellation of the contract shall not release the "Customer" from unpaid invoices or accounts or from liability to pay for "Goods" delivered prior to such suspension or cancellation.

### Design

30. It is assumed that all necessary discussions under BS5839 Pt 1, have taken place.
31. Unless stated otherwise it is assumed that all quotation will have been calculated on information received from the "Customer" including layout drawings, type of coverage and compliance with British Standards. The "Company" does not accept responsibility for the design of the system.
32. Costs for 230/240AC supplies have not been allowed for.
33. Unless otherwise the production of O&M information and Record drawings is subject to a prior notification period of 10 working days.
34. All such drawings must be specifically agreed within the quotation and are limited to the inclusion of the system details onto an existing building layout drawing, supplied by the "Customer" in electronic AutoCAD native format.
35. Where the "Company" has allowed for a zone diagram, it is on the basis that layout drawings will be supplied to us in an electronic, AutoCAD native format.

### **Maintenance Quote Terms**

36. Unless specified otherwise the quotation is based on a Sensenco Systems Standard Maintenance Agreement, with all Parts and Labour being charged for over and above the quoted contract sum.
37. Unless specified otherwise it should be assumed that we have not included for any Builders-work / Carpentry / Making Good / Cabling / Containment / 240v ac spurs for panel locations / Specialist access equipment for heights in excess of 3 metres / O&M Manuals or Drawings which are to be supplied by others.
38. For quotations based on multiple sites/multiple systems, the rates (including any preferential discounts) for the quotation will have been calculated assuming the works as a whole. Any and all alterations to the sequence, volume or scope of the works defined in the quotation may affect the validity of the quotation and the "Company" reserves the right to withdraw/amend or otherwise alter any offer, including cancellation of any contract whether implied or written.
39. Labour inclusive contract will include all callouts except the following exclusions.
40. Fully Comprehensive contract will include all callouts and parts except the following exclusions.
41. Labour Inclusive and Comprehensive Contract Exclusions
  - a. All costs due to third party damage or operator abuse / misuse
  - b. All cable faults
  - c. Errors, omission and faults on 3<sup>rd</sup> Party software inclusive of panels & graphic terminals
  - d. Weather conditions etc. (lightening strike/flood/water ingress, etc.)
  - e. Any existing faults present at the commencement of the contract
  - f. Any callouts for faults present on 3<sup>rd</sup> party equipment linked to the system
  - g. Upgrade of the existing system due to parts/repair facilities no longer available
  - h. Any parts or systems that have exceeded the manufacturers recommended life cycle
  - i. Recharging of any gaseous extinguishing bottles (or any such similar product)
  - j. Any calibration or replacement of high sensitivity detectors (Aspiration type systems)
42. Unless specified otherwise the contract will include a 24hour-callout service via our office in normal office hours and our manned service desk out of hours. Maximum response time to site for callouts is 24hours Callout rates are the "Company" standard rates applicable and current at the time of calculation.
43. The "Company" reserves the right to charge the "Customer" an increased hourly rate or charge where the services of a sub-contract supplier or manufacturer are employed by the "Company" to undertake work on the premises of the "Customer".
44. It is the responsibility of the "Customer" to advise the "Company" in advance of any Fire Brigade / Plant control / UPS shutdown / Gaseous extinguishing and any such similar critical interface/signal devices that are required to be isolated prior to work commencing. The "Company" will not accept any costs or repercussions of such activations if not advised in advance in writing.
45. The "Company" strongly recommends that the "Customer" purchase a site stock of spares for all systems being maintained to ensure a prompt repair in the event of a failure. The "Company" will accept no responsibility for any delays to the supply of parts or services supplied by manufacturers or original installers, the "Company" will not accept any associated costs or consequential losses relating to any associated delays or system failures.
46. Unless specified otherwise it should be assumed that the "Company" will provide support for the systems by purchasing all parts and software support by employing the original installer or system manufacturer. It is therefore strongly recommended by the "Company" that the "Customer" should undertake the recommendation detailed in item 45.
47. Any emergency lighting system maintenance contract undertaken by the "Company" is based upon the assumption that the "Customer" has a complete and compliant system, including all necessary documentation as stipulated by the British Standard requirements, (location plans, individual equipment maintenance records). If these are not available, then all costs associated with producing the required documentation will be charged for over and above the maintenance charge.
48. The Standard Maintenance Contract for the basic servicing and maintenance of Fire Extinguishers shall allow for the site attendance and inspection of equipment, all additional parts, pins, clips, seals, tags, etc. shall be charged for separately.
49. The discharge and recharge test of 20% of Fire Extinguishers held on site under BS5306 Pt 3., shall be charged for in addition to the Standard Maintenance Contract.
50. The items identified in clause 48 & 49 as being additional costs under a Standard Maintenance Contract are included within the

scope of a Comprehensive Maintenance Contract at no extra charge.

51. No allowance has been made and no responsibility accepted by the "Company" for the cost of repairing, replacing or recharging extinguishers or cylinders or associated equipment that has been intentionally, accidentally or maliciously damaged, discharged or removed and that are the subject of a maintenance or other contract between the "Company" and the "Customer".

### **Contracting / Installation Terms**

52. In the absence of a formal and written contract agreement between the "Customer" and the "Company", for "Works" that are undertaken or "Goods" supplied to a "Customer" and any such "Works" or "Goods" are not encompassed by the "Company" definition of "Maintenance" then the following clauses shall apply.
  53. Where the "Company" states that it will undertake "Works" or supply "Goods" on a Quantum Meruit basis, the following clauses shall apply as part of the and incorporated into such a basis. The calculation for the payment of "Goods" or "Works" undertaken on a Quantum Meruit basis shall be made utilising the "Company" standard rates applicable and current at the time of calculation.
  54. Unless specified otherwise and existing equipment found to be faulty or incompatible would be replaced/repared at additional costs to the quoted sum.
  55. Unless specified otherwise the "Company" will accept no responsibility for the condition of any existing cable or equipment; any repairs required will be traced/replaced at our standard "Company" rates.
  56. Where cabling is installed by a third party, all cabling and infrastructure will only be accepted once cable test results and Sensenco Systems inspection certificates are completed and offered for inspection.
  57. Unless specified otherwise we do not accept responsibility for the design of the system, any additional equipment required for the system to meet the British Standard requirement over and above the equipment scheduled will be provided and charged for in addition to the quoted sum,
  58. Unless specified otherwise it remains the responsibility of the "Customer" to specify the standard of the system and design required, Sensenco Systems Ltd would advise and support the client with design decisions. However, at all times it is the "Customer" who must approve any design standard and drawings to ensure they meet the requirements of the "Customer" and his insurers and fire officer. The "Customer" must accept ultimate design responsibility and any such associated costs relating to the installation or subsequent alterations to achieve compliance.
  59. Unless specified otherwise we will not be held responsible for any costs associated with additional equipment or cabling alterations/extensions if additional equipment or modifications are required to meet any tender or British Standard or client compliance.
  60. Because the final acoustic performance of a building cannot be guaranteed, the quantity and location of sounders/speakers to achieve compliance
  61. Audibility testing of alarm/VA equipment is undertaken with db sound level meter. Unless specified otherwise no allowance has been made for intelligibility testing, including but not limited to RASTI, acoustic modelling/testing.
  62. Unless specified otherwise it should be assumed that we have not included for a Builders-work / Carpentry / Making Good / Cabling / Containment / 240v ac spurs for panel locations / Specialist access equipment for heights in excess of 3 metres / O&M Manuals or Drawings which are to be supplied by others.
  63. Any warranty offered with new equipment will only remain valid providing that the system is maintained to the applicable British Standard by the "Company" for the period applicable and commencing immediately after installation. If a maintenance contracts is not undertaken, any labour required during the warranty period will be chargeable.
  64. The "Customer" is asked to provide the locations of any concealed water, gas, electric, telephone or other services to one of our representatives before work commences. In the absence of such advice we cannot accept liability for any damage to these services or any consequential damages.
- ### **Warranty Periods**
65. All products supplied by the "Company" will have their own warranty period provided by the manufacturer.
  66. If the equipment is maintained by the "Company" when a faulty unit is identified, the client will provide an official order to investigate and any parts will then be returned to the manufacturer for testing. Upon receipt of the manufacturers report, with no fault found the "Company" will charge the client for labour and replacement parts, although if proven to be faulty the "Company" will not pass on any charges.
  67. If the equipment is not maintained by the "Company" when the fault is identified, the client will provide an official order to investigate and any parts will then be returned to the manufacturer for testing. Upon receipt of the manufacturers report, with no fault found the "Company" will charge the client for labour and replacement parts, although if proven to be faulty the "Company" will charge for labour and not for replacement parts