

# Terms & Conditions of trade

## 1. Definitions

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In these conditions unless the context otherwise requires:

- Company means Fire System Inspections Ltd.
- Buyer means the person, or company buying the services from the Company.
- Services mean the services being purchased by the Buyer from the Company.
- Contract means the contract between the Company and the Buyer for the purchase of the services.
- Date of the contract means where the contract arises from a quotation given by the Company, the date of acceptance of the order by the Company. Contract price means the price of services as agreed between the Buyer and the Company.
- Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. The General Manager is the companies appointed decision maker.

## 2. Quotation

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The Buyer may request a Quotation from the Company setting out the price and quantity of the services to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe.

## 3. Acceptance

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If any instruction is received by the Company from the Buyer for the supply of services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

## 4. Terms and Conditions

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These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the services made by the Buyer after the date and time at which these conditions are first sent to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

## 5. Price

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- 5.1. The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of services supplied;
- 5.2. Time for payment for the products and/or services shall be of the essence and will be stated on the invoice.
- 5.3. The Buyer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.
- 5.4. The Company reserves the right to implement a surcharge for alterations to specifications of services after the order has been placed.

## **6. Payment, Late Payment, Default of Payment and Consequences of Default of Payment**

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- 6.1. The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Company.
- 6.2. Payment shall be received on or before the twentieth of the month following the date of the Company's invoice to the Buyer, which shall be issued promptly on or after delivery of the goods.
- 6.3. Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 6.4. Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Services to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.
- 6.5. In the event that:
- a. any money payable to the Company becomes overdue, or in the Company's opinion the Buyer will be unable to meet its payments as they fall due; or
  - b. the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Company's other remedies at law
  - d. the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

## **7. COLLECTION AND USE OF INFORMATION**

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- 7.1 The buyer authorises Fire System Inspections to collect, retain and use any information about the customer, or for the purposes of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by Fire System Inspections to any other party.

7.2 The buyer authorises Fire System Inspections to disclose any information obtained by any person for the purposes set out in clause 7.1. Should information be disclosed the buyer shall be informed.

7.3 Information relating to the buyers premises and processes gained during an inspection shall remain confidential and not released to or discussed with third parties.

## **8. Governing laws**

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These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the services or these Terms of Trade.

## **9. Dispute resolution**

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The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

## **10. Reservation of title**

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Ownership and title of the service remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

## **11. Liability**

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The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.