

## Supply of spares, parts and components- Terms and conditions

### 1. DEFINITIONS

“**THE COMPANY**” is Paramount Security Group, Rugeley Operations Centre, Service Area 7, Albion Street, Rugeley, Staffordshire, WS152BY being the organisation with limited responsibility for the supply of parts, spares or components which is the subject to these terms and conditions, sometimes referred to as “our” or “we” in these conditions.

“**THE CUSTOMER**” is the person or organisation being a signatory to this Contract, sometimes referred to as “you” or “your” in these Terms and Conditions.

“**CONTRACT**” means the Quotation, Specification, Maintenance and Acceptance together with these Terms and Conditions. The order constitutes an offer by the customer to purchase goods and or services in accordance with these conditions.

“**SPECIFICATION**” means the design specification which defines the intended purpose of the part.

“**QUOTATION**” means the proposed price for the equipment, its installation and/or maintenance and monitoring as itemised in this Contract.

“**GOODS**” means the products or product supplied by the supplier to the customer in accordance with the order.

“**SERVICES**” means those services provided by the supplier to the customer in accordance with the quotation.

“**DELIVERABLES**” means goods and/or services ordered by the customer and provided by the supplier.

“**SURCHARGE**” means an additional fee added on the charges at the supplier’s sole discretion.

“**STOCK ITEMS**” means those goods which the supplier deems to be a product it keeps in stock for regular provision to customers.

“**PARTS**” means a component, spare, consumable item, auxiliary item, or any item supplied by the supplier which is to be installed or used by a third party or the customer themselves.

“**SURCHARGE CREDIT**” means

“**DESIGN RESPONSIBILITY**” means the person or company who designed the original security system, and includes any necessary criteria which the performance of the system must meet. Drawings, layouts and current or proposed security coverage of customer’s premises are the responsibility of the system designer.

“**THIRD PARTY**” means anyone other than the company or the customer as defined.

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### 2. GENERAL

Upon the customer placing an order for the supply of spares, parts or components to the supplier this includes acceptance in full by the customer of these Terms and Conditions along with any other requirements defined in the Specification, quotation or contract to supply. For the purposes of interpretation, where the requirements of the Specification conflict with any clauses of these Terms and Conditions, conditions of these terms and conditions including any system requirements shall take precedence. All other terms and conditions not contained in or implied by the customers contract are excluded. Nothing in these Terms and Conditions, stated or implied, shall detract from the Customer's statutory rights.

### 3. COSTS

The quoted costs may be revised if:

- a) you want the parts or components supplied or installed more urgently than agreed, or
  - b) you change the Specification, or
  - c) your Premises are in some way unsuitable for the equipment and this was not apparent from our original survey or there are circumstances about which we should have been made aware, or
  - d) there are any other special circumstances we were not aware of when supplying our original quotation.
  - e) the parts are found to be no longer readily available.
- f) If you are late in paying us, we may charge you interest at the rate of 4% per year over the base rate of Barclays Bank plc from the due date until the date we receive payment. You agree to take reasonable care and insure the Equipment on our behalf until you have paid for it in full.
- g) If our material costs increase after the quotation has been supplied, the price will remain valid for the period stated on the quotation at the sole discretion of the supplier. The supplier reserves the right to increase the price of parts once the quotation has expired.
- h) Parts will only be supplied or shipped during usual working hours of 9.00am to 5.00pm Monday to Friday except statutory holidays. Requests made by the Customer to supply outside these hours may incur additional charges.

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### 4. COMPANY'S OBLIGATIONS

- 4.1 The supplier shall supply the goods and services to the customer in accordance with the specification and quotation.
- 4.2 The supplier shall use all reasonable endeavours to meet any performance dates specified on the order, but any such dates shall be estimates only and time shall not be the essence for performance of the services.
- 4.3 The supplier shall have the right to make any changes to the goods or supply alternatives which it deems to be necessary in order to fulfil the order to the customer.
- 4.4 The supplier reserves the right to amend specification of the goods required if required by any applicable statutory or regulatory requirements to protect the interests of the customer.
- 4.5 We agree that, if any of the Equipment or our workmanship is faulty in the first twelve months, it will be repaired or replaced at our expense, excluding any labour costs, provided you let us know as soon as the fault occurs and the goods have not been damaged.

### 5. CUSTOMER'S OBLIGATIONS

The customer shall:

- a) ensure the terms of the order and any information it provides to the supplier are complete and accurate.
  - b) co-operate with the supplier in all matters relating to the goods and/or services.
  - c) provide the supplier, its employees, agents consultants and subcontractors with access to the customers premises as reasonably required by the supplier.
  - d) provide the supplier with such information and sample materials as the supplier may reasonably require in order to supply the goods and or services and ensure the information is accurate in all material respects.
  - e) obtain and maintain any necessary licences, permissions or consents which may be required to purchase such goods and or services.
  - f) Keep and maintain all materials, equipment, parts and components which are the property of the supplier at the customers premises in safe custody at the customers own risk. Maintain the parts in good condition until either they are returned to the supplier (subject to agreement by the supplier at their sole discretion) or until such time they are paid for in full by the customer.
- 5.1. If the suppliers performance of any its obligations under the contract is prevented or delayed by any act or omission by the customer or failure by the customer to perform any relevant obligation (customer default):
- a) the supplier shall without limiting its other rights or remedies have the right to suspend performance of the goods and or services until the customer remedies the customer default, and to rely on the customer default to relive it from the performance of any of its obligations to the extent the customer default prevents or delays the suppliers performance of any of its obligations.
  - b) the supplier shall not be liable for any costs or losses sustained or incurred by the customer arising directly or indirectly from the supplier's failure to perform its obligations as set out but not limited to those stated within these conditions.
  - c) the customer shall reimburse the supplier on written demand for any costs or losses sustained or incurred by the supplier arising directly or indirectly from the customer default.
- 5.2 Where the customer accepts a discount from the supplier to obtain the best price, based upon purchasing a bulk quantity of goods, the customer agrees to purchase all of the goods in full at the price agreed. Should the

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customer wish to cancel the order and where the supplier has already ordered and now has stock of such goods to fulfil the customers order, the customer shall pay for all goods at the price agreed.

### 6. CHARGES AND PAYMENT

6.1 Unless otherwise agreed in writing by the supplier the prices quoted in literature, quotations or verbally agreed are the prices for goods ex-works at the date of preparation of the literature or quotation. Such prices are subject to an increase without notice and the literature or quotation does not constitute an offer for sale at the prices shown.

6.2 The supplier may, by giving notice to the customer at any time before delivery, increase the price of the goods to reflect any increase in the cost of the goods that is due to:

- a) any factor beyond the suppliers control; including but not limited to: foreign exchange rates, taxes and duties and increases in materials or other manufacturing costs.
- b) any request by the customer to change the delivery date(s) quantities or types of goods and or services ordered, or the specification.
- c) any delay caused by any instructions or the customer or failure of the customer to give the supplier adequate information or instructions.

6.3 The price of the goods is exclusive of the costs and charges of packaging, insurance and transport of the goods, which shall be invoiced to the customer.

6.4 The price of the goods and services is exclusive of amounts in respect of value added tax (VAT). The customer shall on receipt of a valid VAT invoice from the supplier, pay to the supplier such additional amounts in respect of the VAT which is chargeable on the supply of said goods and services.

6.5 The supplier may invoice the customer for the goods and or services at their sole discretion by either a Pro-Forma invoice which must be paid in full prior to delivery, or at any time after the completion of the delivery.

6.6 The supplier at its sole discretion may agree special payment arrangements with the customer. If such arrangements are made with the customer and that customer breaches any of the terms agreed, then any special arrangements with be deemed void.

6.7 The customer shall pay the invoice in full and in cleared funds by the end of the month following the invoice date. Payment is in UK Pounds Stirling only.

6.8 Those customers who do not have a credit account with the supplier shall be required to pay the supplier in cleared funds before the goods are provided or delivered to the customer. The supplier reserves the right not to supply such goods where the customers account is on stop due for any such reason stated by the supplier.

6.9 The customer shall pay all amounts due under the contract in full without any deduction or withholding payment of any such amount in whole or part. The customer shall not with hold, set off or counter claim against the supplier in order to justify withholding payment.

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### 7. LIABILITY

The Company does not know, and shall not be deemed to know, the true value of the Customer's property or premises and is not the insurer thereof. The installation, service or maintenance agreements do not constitute a means of insurance to the customer. The customer must make adequate third party arrangements with a suitable insurance provider to maintain such cover. Such cover must apply to both the customer's property and contents. The company accepts no liability to third parties including but not limited to insurers and underwriters where the customer has failed to notify the company in writing of any conditions which may apply to their third party agreements or policies. We do not guarantee to the customer that:

- a) Particular losses or injuries will be prevented by using our security systems or;
- b) That the system will work continuously and without errors in particular when a failure is beyond our reasonable control, for example equipment which may be of old age or prone to the ingress of water due to its design.
- c) If our customer makes incorrect adjustments to any equipment supplied by the supplier, no Liability will be accepted by the company
- d) The Company shall not be liable for the costs of any work, repairs or replacement of Equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- e) The Company has provided limited insurance cover for itself with indemnity for claims made against it in respect of accident, injury, loss or damage. Cover also extends to failure to perform and wrongful advice given unwittingly. A copy of the relevant insurance schedule is available to the Customer upon request.
- f) Like all electronic equipment, the system could fail in rare and exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain what regular tests can be performed to verify the correct operation of any parts or components.
- g) Where the customer fails to act upon remedial work identified by the company which is of a mandatory requirement; such as but not limited to health and safety legislation, moving machine directives, or any work which may pose a liability to the customer, no liability will be accepted by the company.
- g) The supplier accepts no liability where the customer or their installer/maintainer incurs additional costs due to parts or components supplied by the supplier being faulty or unsuitable for the application intended by the customer.
- i) The company accepts no liability where the customer fails to notify in writing prior to contract commencement any conditions or arrangements it has with third parties. These include but are not limited to; Insurers, or Underwriters. This includes any specifications; essential coverage plans, response times, or key performance requirements which must met by the company on behalf of the customer; as a condition of the third party agreement between the customer and that third party.

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j) The liability to a customer in the event that a defect in the system arises in any occurrence or our negligence directly or indirectly causes the customer to suffer loss will be limited to the value of the damage caused to your premises or its contents up to a maximum of twenty thousand pounds Stirling.

k) The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

### 8. TERMINATION

i) Either the Customer or the supplier can terminate the Contract by giving not less than two months' written notice except where a fixed term purchase contract applies. If you wish to terminate the Contract with less than two months' notice, the supplier reserves the right to apply charges to the customers account for any goods held in stock by the supplier which were intended for purchase by the customer under a fixed contract agreement.

ii) The Company may terminate this Contract should the Customer breach any of its conditions or if the Customer is in arrears with any payments due for a period in excess of 30 days. This will not prejudice the Company's right to reclaim the payment outstanding. In such circumstances, seven days notice of cessation of any remote monitoring or remote support will be given by the Company.

iii) In the event that the maintenance contract is terminated, the Company shall be provided with access to recover any equipment and/or firmware which did not belong to the Customer but was rented from the Company.

iv) The Company reserves the right to remove logos, nameplates, motifs or any other Company identity from the Equipment.

### 9. FORCE MAJEURE

Any failure by the Company to fulfil any of its obligations under the terms of this Contract due to reasons beyond its control shall not be considered a breach of this Contract.

### 10. APPLICABLE LAW

This Contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the courts thereof.

### 11. ACCEPTANCE BY CUSTOMER

The customer undertakes and agrees to accept all of the terms and conditions stated within this document IN FULL upon once placing an order upon the company.

### 12. RIGHT TO AMMEND, UPDATE OR CHANGE

The company reserves the right to amend, update or change the terms and conditions as defined above, with 30 days written notice to the customer.