

AH FIRE SAFETY

TERMS & CONDITIONS OF BUSINESS

1. INTERPRETATION

In these Conditions:

"Buyer" means the person, firm or company who accepts a quotation of AH FIRE SAFETY for the sale of the Product or the supply of Services or whose order for the Product or supply of Services is accepted by AH FIRE SAFETY

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"Product" means the product or products which AH FIRE SAFETY is to supply in accordance with these Conditions (including any part or parts of them).

"Services" means the services to be supplied by AH FIRE SAFETY under the Contract in connection with the servicing of the Buyer's fire extinguishers and/or the Buyer's fire alarm system, together with any other services which HASAW provides or agrees to provide to the Buyer.

"Conditions" means the standard terms and conditions of sale and for the supply of services set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and AH FIRE SAFETY.

"Contract" means any contract between AH FIRE SAFETY and the Buyer for the purchase and sale of the Product and/or the supply of Services, incorporating these Conditions subject to Condition 2.1.

"Writing" includes facsimile transmission and comparable means of communication.

Any reference in these Conditions to any provision of a statute shall be constructed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

Words in the singular include the plural and in the plural include the singular.

2 BASIS OF SALE

2.1 AH FIRE SAFETY shall sell and the Buyer shall purchase the Product and/or Services in accordance with any written quotation of AH FIRE SAFETY which is accepted by the Buyer, or any written order of the Buyer which is accepted by AH FIRE SAFETY, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, acceptance of a quotation or specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and AH FIRE SAFETY. AH FIRE SAFETY's employees or agents are not authorised to make any representations concerning the Product or Services unless confirmed by AH FIRE SAFETY in writing in the quotation accepted by the Buyer. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.3 Any advice or recommendation given by AH FIRE SAFETY or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Product which is not

confirmed in writing by AH FIRE SAFETY is followed or acted upon entirely at the Buyer's own risk and AH FIRE SAFETY shall not be liable for any such advice or recommendation which is not so confirmed.

3 ORDERS AND SPECIFICATIONS

Each acceptance by the Buyer of a written quotation from AH FIRE SAFETY or each written order of the Buyer which is accepted by AH FIRE SAFETY for the Product or Services shall be deemed to be an offer by the Buyer to buy the Product or Services specified in it subject to these Conditions.

3.2 No order submitted by the Buyer shall be deemed to be accepted by AH FIRE SAFETY unless and until confirmed in writing by an order acknowledgement issued by AH FIRE SAFETY or, if earlier, when AH FIRE SAFETY delivers the Product and/or provides the Services to the Buyer, when a contract for the sale of the Product and/or the supply and purchase of those Services on these Conditions will be established.

3.3 Any quotation is given on the basis that no Contract shall come into existence until AH FIRE SAFETY dispatches an order acknowledgement to the Buyer, in accordance with Condition 3.2 or delivers the Product and/or provides the Services. Any quotation is valid for a period of 30 days only from its date, provided that AH FIRE SAFETY has not previously withdrawn it.

3.4 The quantity, price, product number and description of the Product and the price, timing and description of the Services shall be those set out in AH FIRE SAFETY 's quotation or order acknowledgement, subject to Clause 5.

3.5 AH FIRE SAFETY shall not be liable for any variations in any specification or description of the Product which do not materially affect the specification, use and operation of the Product. AH FIRE SAFETY shall be entitled to substitute any Product ordered with product of similar quality and capacity. AH FIRE SAFETY reserves the right to make any changes in the specification of the Product and/or Services so as to conform with any applicable safety or other statutory requirements.

3.6 AH FIRE SAFETY shall be under no liability in respect of any defects or loss arising from failure to follow AH FIRE SAFETY's written instructions as to assembly or positioning of any Product supplied by AH FIRE SAFETY.

3.7 No order which has been accepted by AH FIRE SAFETY may be cancelled by the Buyer except with the agreement in writing of AH FIRE SAFETY and on terms that the Buyer shall indemnify AH FIRE SAFETY in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by AH FIRE SAFETY as a result of cancellation.

4. COMMENCEMENT AND DURATION OF THE SERVICES

4.1 The Services supplied under the Contract shall be supplied by AH FIRE SAFETY to the Buyer following acceptance by AH FIRE SAFETY of the Buyer's offer in accordance with Condition 3.2.

4.2 Where the Services supplied under the Contract are to be supplied on an ongoing basis or for a fixed term as set out in AH FIRE SAFETY's quotation or order acknowledgment. then unless the Contract is terminated earlier by AH FIRE SAFETY in accordance with Conditions 6 and/or 11, a Contract supplying Services on an ongoing basis may be terminated by either party giving the other not less than 3 months' notice and a Contract supplying Services for a fixed term shall expire by effluxion of time.

5. PRICE

5.1 The price of the Product and the charges for Services and any related equipment shall be AH FIRE SAFETY's quoted price/charge or, in the absence of a quoted price/charge, the price/charge set out in AH FIRE SAFETY's price/charges list current on the date of delivery/supply

of services or deemed delivery/supply of services. The charges for the Services exclude the cost of any additional servicing not specified in the Contract and/or any repair work, materials, replacements or replacement parts required for any Product which are not covered by any applicable guarantee, other than small parts relating to fire extinguishers each costing not more than £5.00.

5.2 AH FIRE SAFETY reserves the right, by giving notice in writing from time to time to the Buyer pursuant to Clause 5.3, to increase the price of the Product and/or the charges for the Services at its

discretion to reflect any increase in the cost to AH FIRE SAFETY for any reason whatsoever.

5.3 AH FIRE SAFETY shall notify the Buyer in writing of any increase in the quoted price no later than 14 days before the date of delivery of the product or the supply of Services. The Buyer shall notify AH FIRE SAFETY in writing within 7 days thereafter of its desire to cancel the contract if appropriate, subject to Condition 4. Charges for Services will be reviewed on an annual basis.

5.4 Except where specified to the contrary by AH FIRE SAFETY or otherwise agreed between the Buyer and AH FIRE SAFETY in writing, all prices are given by AH FIRE SAFETY inclusive of delivery and installation to the Buyer's premises.

5.5 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to AH FIRE SAFETY when it is due to pay for the Product and/or Services.

6. TERMS OF PAYMENT

6.1 Subject to any special terms agreed in writing between the Buyer and AH FIRE SAFETY, AH FIRE SAFETY shall be entitled to invoice the Buyer for the price of the Product or the provision of the Services on or at any time after delivery of the Product or the supply of Services. AH FIRE SAFETY shall also be entitled to request payment or part-payment for the Product or Services from the Buyer in advance of delivery of the Product or supply of the Services.

6.2 The Buyer shall pay the price of the Product or charges for the Services within 30 days of the date of AH FIRE SAFETY's relevant invoice. The time of payment of the price shall be of the essence of the Contract. No payment shall be deemed to have been received until AH FIRE SAFETY has received cleared funds. Receipts for payment will be issued only upon request.

6.3 If the Buyer fails to make any payment on the due date or AH FIRE SAFETY has reasonable grounds for believing that the Buyer may default in making any payment on the due date then, without prejudice to any other right or remedy available to AH FIRE SAFETY, AH FIRE SAFETY will be entitled to:

6.3.1 cancel or terminate the Contract or suspend any further deliveries or all Services provided to the Buyer; and

6.3.2 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at 5% per annum above the base rate for the time being of LLOYDS TSB and withdraw all credit facilities given to the Buyer. AH FIRE SAFETY reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6.4 All payments payable to AH FIRE SAFETY under the Contract shall become due immediately upon termination of the Contract despite any other provision.

6.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise for breach of contract, negligence or any other remedy by any other means whatsoever whether statutory or otherwise unless the Buyer has a valid court order requiring any amount equal to such deduction to be paid by AH FIRE SAFETY to the Buyer.

7 DELIVERY

7.1 Unless otherwise agreed, delivery of the Product shall be made by AH FIRE SAFETY to the Buyer's premises and provision of the Services shall be made at the location notified by the Buyer.

7.2 Any dates quoted for delivery of the Product are approximate only and AH FIRE SAFETY shall not be liable for any delay in delivery of the Product and/or provision of the Services nor any direct or indirect or consequential loss or damage (including loss of profit), costs, charges or expenses caused directly or indirectly by any delay in the delivery of the Product or provision of the Services (even if caused by AH FIRE SAFETY's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days. Time for delivery of the Product and/or provision of Services shall not be of the essence unless previously agreed by AH FIRE SAFETY. The Product may be delivered and/or the Services provided by AH FIRE SAFETY in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

7.3 If the Buyer fails to take delivery of the Product or fails to give AH FIRE SAFETY adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of AH FIRE SAFETY 's fault) then, without prejudice to any other right or remedy available to AH FIRE SAFETY, AH FIRE SAFETY may store the Product until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.

7.4 The quantity of any consignment of Product as recorded by AH FIRE SAFETY upon despatch from AH FIRE SAFETY's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

7.5 AH FIRE SAFETY shall not be liable for any non-delivery of the Product (even if caused by AH FIRE SAFETY's negligence) unless the Buyer gives written notice to AH FIRE SAFETY of the non-delivery by close of business on the scheduled delivery date.

7.6 Any liability of AH FIRE SAFETY for non-delivery of the Product shall be limited to replacing the Product within a reasonable time or issuing a credit note against the pro rata Contract rate against any invoice raised for such Product.

8. RISK AND PROPERTY

8.1 Risk of damage to or loss of the Product shall pass to the Buyer:-

8.1.1 in the case of the product to be collected by the Buyer from AH FIRE SAFETY's premises, at the time when AH FIRE SAFETY notifies the Buyer that the Product is available for collection; or

8.1.2 in the case of the Product to be delivered otherwise than at AH FIRE SAFETY's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Product, the time when AH FIRE SAFETY has tendered delivery of the Product.

8.2 Notwithstanding delivery and the passing of risk in the Product, or any other provision of these Conditions, the property in the Product shall not pass to the Buyer until AH FIRE SAFETY has received in cash or cleared funds payment in full of the price:-

8.2.1 of the Product; and

8.2.2 all other sums then due and payable by the Buyer to AH FIRE SAFETY.

8.3 Until the property in the Product passes to the Buyer, the Buyer:-

8.3.1 must hold the Product on a fiduciary basis as AH FIRE SAFETY's bailee;

8.3.2 must maintain the goods in satisfactory condition and keep the Product separate from all other goods of the Buyer and third parties and properly stored, protected and insured (for their full

price against all risks) and clearly identified as AH FIRE SAFETY 's property (at no cost to AH FIRE SAFETY);

8.3.3 must not destroy, deface or obscure any identifying mark or packaging on or relating to the Product;

8.3.4 must hold the proceeds of any insurance referred to in condition 8.3.2 on trust for AH FIRE SAFETY and not mix them with any other money, nor pay the proceeds into an overdrawn bank account; and

8.3.5 shall not deal with or dispose of the Product or any interest therein (other than by a sale to an independent purchaser buying for full value in the ordinary course of the Buyer's business).

8.4 Until such time as the property in the Product passes to the Buyer (and provided the Product is still in existence and has not been resold), AH FIRE SAFETY shall be entitled at any time to require the Buyer to deliver up the Product to AH FIRE SAFETY and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Product is stored and repossess the Product.

8.5 The Buyer's right to possession of the Product shall terminate immediately on the occurrence of any of the events specified in Condition 11 below.

8.6 AH FIRE SAFETY shall be entitled to recover payment for the Product notwithstanding that ownership of any of the Product has not passed from AH FIRE SAFETY.

8.7 The Buyer grants AH FIRE SAFETY, its agents and employees an irrevocable licence at any time to enter any premises where the Product is or may be stored in order to inspect it, or, where the Buyer's right to possessions has terminated, to recover such Product.

8.8 Where AH FIRE SAFETY is unable to determine whether any product is the product in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by AH FIRE SAFETY to the Buyer in the order in which they were invoiced to the Buyer.

8.9 On termination of the Contract, howsoever caused, AH FIRE SAFETY's (but not the Buyer's) rights contained in this Condition 8 shall remain in effect.

9. WARRANTIES

9.1 Subject to the Conditions set out below AH FIRE SAFETY warrants that the Product will correspond with its specification and be free from defects at the time of delivery. Where AH FIRE SAFETY is not the manufacturer of the Product AH FIRE SAFETY shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to AH FIRE SAFETY by such manufacturer.

9.2 The above warranty is given to the Buyer subject to the condition that AH FIRE SAFETY shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow AH FIRE SAFETY 's instructions, misuse or alteration of the Product without AH FIRE SAFETY 's approval.

9.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Product or its failure to correspond with specification or quantity ordered shall (whether or not delivery is refused by the Buyer) be notified to AH FIRE SAFETY by close of business on the day of delivery or (where the defect or failure was not apparent on reasonable inspection) within 2 days after discovery of the defect or failure, whichever is the earlier but, in any event, by no later than 12 months from the original delivery date. If delivery is not refused, and the Buyer does not notify AH FIRE SAFETY accordingly, the Buyer shall not be entitled to reject the Product and AH FIRE SAFETY shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Product had been delivered in accordance with the Contract.

9.4 Where any valid claim in respect of the Product which is based on any defect in the quality or condition of the Product or its failure to meet specification is notified to AH FIRE SAFETY in accordance with these Conditions, AH FIRE SAFETY shall investigate the claim and, where appropriate, inspect the Product and test a sample. If AH FIRE SAFETY is satisfied that the claim is valid, it shall be entitled to replace the Product free of charge or, at AH FIRE SAFETY 's sole discretion, refund to the Buyer the price of the Product (or a proportionate part of the price), but AH FIRE SAFETY shall have no further liability to the Buyer in respect of such Product.

10 LIABILITY

10.1 Subject to Condition 9, the following provisions set out the entire financial liability of AH FIRE SAFETY (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:-

10.1.1 any breach of the Contract;

10.1.2 any use made or resale by the Buyer of any of the Products or Services or any part of them; and

10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods & Services Act 1982) are excluded from the Contract to the fullest extent permitted by law.

10.3 Nothing in these Conditions excludes or limits the liability of AH FIRE SAFETY for death or personal injury caused by AH FIRE SAFETY's negligence or for any damage or liability incurred by the Buyer as a result of AH FIRE SAFETY's fraudulent misrepresentation or for any liability incurred by the Buyer as a result of any breach by AH FIRE SAFETY of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982, or for any matter which it would be illegal for AH FIRE SAFETY to exclude or attempt to exclude its liability.

10.4 AH FIRE SAFETY shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of HASAW's obligations in relation to the Product, if the delay or failure was due to any cause beyond HASAW's reasonable control.

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.5

10.5 Subject to conditions 10.2 and 10.3:-

10.5.1 AH FIRE SAFETY's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £1,000,000.

10.5.2 AH FIRE SAFETY shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs or expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract.

11. INSOLVENCY OF BUYER

11.1 This Condition applies if:-

11.1.2 the Buyer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of a solvent amalgamation or reconstruction); or

11.1.3 An encumbrance takes possession or a receiver, administrative receiver or administrator is appointed of any of the property or assets of the Buyer; or

11.1.4 The Buyer ceases or threatens to cease to carry on business; or

11.1.5 AH FIRE SAFETY reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this Clause applies then, without prejudice to any other right or remedy available to AH FIRE SAFETY, AH FIRE SAFETY shall be entitled to cancel or terminate the Contract or suspend any further deliveries or supply of Services under the Contract without any liability to the Buyer immediately on giving notice to the Buyer, and the Buyer shall immediately pay to AH FIRE SAFETY all of AH FIRE SAFETY's outstanding unpaid invoices and interest. In respect of Services which have already been supplied but for which no invoice has been submitted AH FIRE SAFETY may submit an invoice which shall be payable immediately or on receipt and in respect of Product that has been delivered but not paid for the price shall become immediately due and payable, notwithstanding any previous agreements or arrangement to the contrary.

12 FORCE MAJEURE

AH FIRE SAFETY reserves the right to defer the date of delivery of the Product or the Services or to cancel the Contract or reduce the volume of Product ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in performing its obligations under the Contract or from the carrying on of its business due to circumstances beyond the reasonable control of AH FIRE SAFETY including, without limitation, acts of God, government actions, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), compliance with any law or governmental order, rule, regulation or direction, failure of a utility service or transport network, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or default of suppliers or sub-contractors provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to AH FIRE SAFETY to terminate the Contract.

13 GENERAL

13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice shall be deemed to have been received if sent by pre-paid first class post 2 working days after posting (excluding the day of posting) or if delivered by hand on the day of delivery.

13.2 No waiver by AH FIRE SAFETY of any breach of or any default under the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and will in no way affect the other terms of the Contract.

113.3 Failure or delay by AH FIRE SAFETY in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

13.4 If any provision of these Conditions is held by any competent authority to be wholly or partly illegal, invalid, void, voidable, unreasonable or unenforceable it shall to the extent of such illegality, invalidity, voidness, violability, unreasonableness or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.5 Each right and remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.7 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company. AH FIRE SAFETY may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract or any part of it to any person, firm or company.

13.8 The Contract and these Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter thereof. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract and these Conditions. The only remedy available to it shall be for breach of contract under the terms of the Contract. Nothing in this Condition shall, however, operate or limit or exclude any liability for fraud.

13.9 The Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.