



2020 VISION SYSTEMS LIMITED

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

- 1.1 In these Conditions the following definitions shall have the following meanings:-
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| Contract | The contract for the purchase and sale of the Goods and Services subject to these Conditions; |
| Conditions | The terms and conditions set out below; |
| Goods | The goods (including detection devices, circuit equipment, control equipment, signalling equipment and any instalments or parts) which we are to supply comprised in the System; |
| Incoterms | The international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made; |
| Services | The services (including any design services, repair work or installation works) which we are to perform; |
| Specification | The specification for the System as set out in our quotation or as otherwise agreed by us; |
| System | The intruder alarm, closed circuit television and/or access control system as described in the Specification (including the Goods and any instalments or parts) which we are to supply; |
| We, us, our | 2020 Vision Systems Limited (registered in England and Wales (CRN: 02703107); and |
| You, your | You the customer named in our quotation or your order. |
- 1.2 In these Conditions:-
- 1.2.1 any gender includes any other gender;
- 1.2.2 headings shall not affect interpretation;
- 1.2.3 any reference to a statutory provision includes a reference to any modification or re-enactment of the provision from time to time in force; and
- 1.2.4 references to "the Goods", "the Contract", "the Services" or any payment includes any part of any of them.

2. BASIS OF THE SALE

- 2.1 We shall sell and you shall buy the System and the Services subject to these Conditions, which supersede any other terms and which govern the Contract to the exclusion of any terms and conditions which you purport to apply or which are implied by trade, custom or course of dealing.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in your order or other document will form part of the Contract simply as a result of such document being delivered to us or referred to in the Contract.
- 2.3 Any variation to these Conditions is of no effect unless agreed in writing by our authorised representative.
- 2.4 These Conditions constitute the entire agreement between you and us for the supply of the Goods and the Services.
- 2.5 Our employees or agents are not authorised to make any representation concerning the Goods or Services unless confirmed by us in writing, and you acknowledge that you do not rely on, and waive any claim for breach of, any such unconfirmed representation (unless such representation is made fraudulently).
- 2.6 Any advice or recommendation given by us or our employees or agents to you as to the storage, application or use of the Goods which is not confirmed in writing by us is followed or acted upon entirely at your own risk.

3. QUOTATIONS, ORDERS AND SPECIFICATIONS

- 3.1 A quotation by us is not an offer. Quotations are valid for 60 days only and subject to withdrawal or revision at any time before acceptance of your order by us.
- 3.2 Each order for Goods and/or Services by you is an offer by you to purchase the Goods and/or Services subject to these Conditions. No order submitted by you by whatever means is accepted by us until we confirm our written acceptance or (if earlier) we deliver the Goods or supply the Services to you.
- 3.3 You must ensure that the terms of any order (including any specification) are complete and accurate and that you give to us any necessary information relating to the System and Specification within a sufficient time to enable us duly to perform the Contract.
- 3.4 Where the Goods are manufactured by us or where our standard goods are altered in order to become part of the System in either case in accordance with information, drawings or instructions supplied by you:-
- 3.4.1 no guarantee or warranty is given by us as to the practicability, efficiency, safety or otherwise of the Goods;
- 3.4.2 you shall indemnify us against all liability incurred by us as a result of:-
- (a) the Goods infringing any intellectual property right (including patents, unregistered or registered design rights and copyright) of any third party or any statutory provision;
- (b) any impracticability, inefficiency, lack of safety or defect in the Goods where any of these is due wholly or partly to faults or omissions in any such information, drawings or instructions;
- 3.4.3 all work (including design drawings) and any idea, invention or improvement made by or on behalf of us pursuant to your commission and all intellectual property rights therein (including any design right in a design created by us) belong to us; and
- 3.4.4 we shall not be liable to you in respect of any loss, damage or claim incurred by or made against you if any Goods infringe any intellectual property right (including patents, registered and unregistered design rights and copyright) of any third party.
- 3.5 We reserve the right to make any changes in the specification of the Goods or Services which are required for the Goods or Services to conform with any applicable safety or other statutory or EU requirements or, where the Goods or Services are to be supplied to your specification, which do not materially affect their quality or performance.
- 3.6 The description of the System and Services shall be as set out in the Specification. [Whilst every effort will be made to supply the Goods in accordance with the quality of samples submitted or quoted for, this cannot be guaranteed and no condition or warranty to this effect shall be implied.]

4. CANCELLATION AND DELAY

- 4.1 No order may be cancelled by you except with our written agreement and on terms that you shall indemnify us against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.
- 4.2 If you extend or delay the Contract or fail to take delivery of any Goods at the agreed time or (if no time is agreed) within a reasonable time then you shall indemnify us against all loss (including loss of profit), costs (including the cost of storage and all labour and materials used), damages, charges or expense incurred by us as a result of such extension, delay or failure.
- 4.3 We reserve the right to defer the date of delivery or performance, to cancel the Contract or reduce the volume of Goods ordered without liability to you if we are prevented from or delayed in carrying on our business by any cause beyond our reasonable control (which includes Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, local or other authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or those of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery). In such circumstances, you may also give written notice to cancel the Contract if the cause in question continues for a continuous period in excess of days but in any event shall remain liable to pay for Goods or Services delivered or supplied prior to such cancellation.

5. PRICE AND PAYMENT

- 5.1 The price of the Goods and Services is our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date of delivery or supply.
- 5.2 Any price quoted by us for the Goods is [inclusive] of the cost of delivery to you and installation (including transport, packaging, insurance and any taxes, duties or surcharges).
- 5.3 The price is exclusive of any applicable VAT.
- 5.4 Unless otherwise stated in our quotation or acceptance of order or otherwise agreed in writing by us, payment of the price for the Goods and Services is due on completion of the installation of the System. Payment by you shall be made without any deduction or set off.
- 5.5 Time of payment is of the essence. For the purposes of these Conditions, payment is received when we receive it in cleared funds.
- 5.6 Despite any provision allowing credit, payment is due and payable to us immediately upon cancellation or termination of the Contract.
- 5.7 If you fail to make any payment on the due date then the whole price of all goods or services bought or agreed to be bought by you shall be immediately due and payable without demand and we may:-
- 5.7.1 cancel the Contract or suspend deliveries or performance to you; and/or
- 5.7.2 appropriate any payment made by you to such of the Goods or Services (or the goods or services supplied under any other contract between you and us) as we think fit.
- 5.8 You shall make all payments due to us without deduction or set off.



6. **DELIVERY**

- 6.1 Delivery of the Goods shall be within the time agreed and if no time is agreed, within a reasonable time by [you collecting the Goods at our premises at any time after we have notified you that the Goods are ready for collection or, if some other place for delivery is agreed by us, by] us delivering the Goods to that place at your cost. We may make delivery by instalments.
- 6.2 Any dates for delivery and/or performance are approximate only and time of delivery and/or performance is not of the essence.
- 6.3 No claim for damage or shortages will be considered unless we are given written notice within [seven] days of delivery. If no such notice is received by us, you are deemed to have accepted the Goods.
- 6.4 No claim for non-delivery will be considered unless we are given written notice within [seven] days of the date when the Goods would in the ordinary course of events have been received.
- 6.5 Any claim for damage, shortages or non-delivery must also be notified to the carrier by you in the manner and within the appropriate time limits prescribed by the carrier's terms and conditions.
- 6.6 In the event of failure by you to give the appropriate notices as specified by conditions 6.3 to 6.5 any claim by you is deemed to have been waived.
- 6.7 Where the Goods are to be delivered or Services are to be performed in instalments, each delivery or performance shall be a separate contract and failure by us to deliver or perform any one or more of the instalments in accordance with these Conditions or any claim by you in respect of any one or more instalment shall not entitle you to treat the Contract as a whole as repudiated.
- 6.8 If you fail to take delivery of the Goods or we are unable to deliver the Goods on time because you have not provided adequate instructions, documents, licences or authorisations, then the Goods are deemed delivered and we may:-
- 6.8.1 store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or
- 6.8.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

7. **RISK AND PROPERTY**

- 7.1 The Goods remain our property until:-
- 7.1.1 their full price has been received by us; and
- 7.1.2 all other sums which are or which become due from you on any account with us have been received by us.
- 7.2 If payments received from you are not stated to refer to a particular invoice we may appropriate such payments to any outstanding invoice.
- 7.3 The Goods are at your risk from the time of delivery.
- 7.4 Until ownership of the Goods passes to you, you must:-
- 7.4.1 store them at your own cost on your premises separately from any other goods and in a manner which makes them readily identifiable as our goods;
- 7.4.2 not destroy, deface or obscure any identifying mark or packaging of the Goods;
- 7.4.3 maintain the Goods in a satisfactory condition insured on our behalf for their full price against all risks; and
- 7.4.4 hold the proceeds of insurance referred to in condition 7.4.3 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn account.
- 7.5 We may, so as to discharge any overdue payment under the Contract recover or resell the Goods.
- 7.6 In order to verify your compliance with your obligations under condition 7.4 and to exercise our rights under condition 7.5, we shall be entitled by our employees or agents without notice to enter your premises or such other premises where the Goods are stored.
- 7.7 The Contract shall terminate immediately upon the happening of any one or more of the following:-
- 7.7.1 you (being a body corporate) convene a meeting of your creditors or enter into liquidation (whether voluntary or compulsory); or
- 7.7.2 you have a receiver, manager or administrative receiver appointed of the whole or any part of your undertaking, property or assets; or
- 7.7.3 a resolution is passed or a petition presented to any court for your winding-up or any person takes any step to appoint an administrator for you; or
- 7.7.4 any proceedings are commenced relating to the insolvency or possible insolvency of you in any jurisdiction to which you or any of your assets is subject; or
- 7.7.5 you cease or threaten to cease to trade or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.
- 7.8 Termination of the Contract shall not affect rights and duties accrued before termination and in particular shall not affect our rights contained in this condition 7. However, your right to possession of the Goods terminates immediately if any of the events set out in condition 7.7 occurs.

8. **WARRANTY AND DEFECTS**

- 8.1 We warrant to you that the Goods correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of completion of the installation.
- 8.2 We shall not be liable under this warranty (or any other warranty, condition or guarantee) if:-
- 8.2.1 the total price for the System has not been paid by the due date for payment; or
- 8.2.2 any defect in the System arises from any information, drawing or specification supplied by you; or
- 8.2.3 any defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or written) or maintenance requirements, misuse or alteration or repair of the System without our prior approval; or
- 8.2.4 the System has been improperly installed or connected (unless we carried out the installation and connection).
- 8.3 This warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us and which we are entitled to and able to assign to you.
- 8.4 Any claim by you, which is based on any defect in the quality or condition of the System or its failure to correspond with the Specification, must be notified to us within seven days from the date of completion of the installation of the System or, where the defect or failure was not apparent on reasonable inspection on installation, within a reasonable time after discovery of the defect or failure.
- 8.5 In the event you have a valid claim which has been notified to us pursuant to condition 8.4, we shall be entitled to repair or replace the Goods or carry out the Services again (or the part or element in question) free of charge or, at our option, refund to you the price of the Goods or Services (or a proportionate part of the price), but we shall have no further liability to you.

9. **LIMITATION OF LIABILITY**

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 9.1 Subject to condition 8, the following sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents or subcontractors) to you in respect of any breach of these Conditions, and any representation, statement or act or omission (including negligence) arising under or in connection with the Contract and in respect of any contemplated performance or lack of performance.
- 9.2 All warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law but this exclusion does not apply to:-
- 9.2.1 any implied condition that we have or will have the right to sell the Goods when the property is to pass; or
- 9.2.2 where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977, any implied term relating to the conformity of the Goods with their description or sample or as to their quality or fitness for a particular purpose.
- 9.3 Where the Goods or Services are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) your statutory rights are not affected by these Conditions.
- 9.4 Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- 9.5 Subject to conditions 9.2 and 9.4:-
- 9.5.1 we shall not be liable to you for:-
- (a) any loss of profit, loss of production, financial loss, depletion of goodwill; and
- (b) any indirect loss, damage, costs or expenses whatsoever, including without limitation, any loss sustained by you arising from burglary, theft, robbery, breaking and entering, malicious damage, riot or commotion, or any other unauthorised entry, where the same is due to any failure of the System;
- 9.5.2 in each case which arise out of or in connection with the Contract or its contemplated performance or lack of performance; and subject to condition 9.5.1, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of the Contract shall be limited to the aggregate of [two times] the contract price.

10. **INDEMNITY**

You agree to indemnify us against any damages, losses, costs, claims or expenses incurred by us towards a third party arising out of or in connection with the Goods or Services supplied by us or their operation or use and whether arising by reason of your negligence or otherwise.



11. **CONFIDENTIALITY**
- 11.1 You undertake that you shall keep and shall procure that your directors and employees, agents and subcontractors keep secret and confidential all confidential information communicated to you by us either preparatory to or as a result of or in relation to the Contract, including without limitation the design and Specification of the System, and shall not disclose the same or any part of the same to any person whatsoever other than to your directors or employees directly or indirectly concerned in the operation of the System.
- 11.2 Clause 11.1 shall not apply to such know-how and information:-
- 11.2.1 you can prove is or becomes public knowledge other than as a result of disclosure by you in breach of these Conditions or any other obligation of confidence owed (directly or indirectly) to us; or
- 11.2.2 that is required to be disclosed by law or by a regulatory body of competent jurisdiction.
- 11.3 The provisions of this clause 11 shall remain in force without limit in time notwithstanding completion, expiry or termination of the Contract.
12. **INSTALLATION AND HEALTH AND SAFETY**
- 12.1 You agree to:-
- 12.1.1 pay due regard to all information supplied by us relating to the use of the Goods necessary to ensure the Goods will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work;
- 12.1.2 comply with the General Product Safety Regulations 2005 if and to the extent that they are applicable to the Goods;
- 12.1.3 indemnify us in respect of any and all claims arising from the Goods being unsafe as a result of your activities; and
- 12.1.4 monitor the safety of the Goods, to pass on to us information as to the risks of the Goods and to co-operate in any action we decide to take to avoid those risks.
- 12.2 You shall :-
- 12.2.1 provide all necessary access to all relevant parts of your premises for the installation of the System and allow us access to your premises to remove our equipment and any surplus goods and materials after installation is completed;
- 12.2.2 prepare your premises for installation, including removing relevant ceiling tiles, wall and floor panels and any obstructing materials, to enable installation to take place;
- 12.2.3 ensure that the premises where the System is to be installed, are safe and without risk to our employees and sub-contractors, in particular that they are free from unnecessary equipment, obstructions and clutter to enable us (our employees and sub-contractors) to operate safely within the Health and Safety at Work Act 1974;
- 12.2.4 provide and maintain a 240 volt AC unswitched power supplies to each part of the System and ensure such supply:-
- (a) is safe;
- (b) has been installed by a suitably qualified electrician; and
- (c) complies with all relevant regulations and standards;
- 12.2.5 make available all relevant information regarding your premises when placing your order for the System and in particular notify us of any known hazardous materials at your premises and the location of such materials;
- 12.2.6 provide sufficient training to suitably qualified operators to enable the safe and effective use of the System by you; and
- 12.2.7 be responsible for all repairs to surface decoration, due to damage unavoidably caused by us during the installation of the System.
13. **EXPORT**
- 13.1 Where the Goods are to be exported to you the provisions of this condition 13 shall apply.
- 13.2 Payment shall be made in England in pounds sterling or such currency as is agreed in writing by us.
- 13.3 You will establish and maintain in our favour an irrevocable letter of credit which shall:-
- 13.3.1 [be in English];
- 13.3.2 be confirmed by a UK clearing bank;
- 13.3.3 be payable on drafts drawn at sight upon presentation to the bank by us of a certified copy of our invoice;
- 13.3.4 be established at least 30 days prior to anticipated shipment date;
- 13.3.5 cover the full price of the System (including applicable taxes); and
- 13.3.6 be transferable.
- All bank charges and other expenses in relation to the letter of credit shall be paid by you.
- 13.4 You shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties for the Goods.
- 13.5 Unless otherwise agreed in writing between you and us, the Goods shall be delivered FCA or CIP at our option (as those terms are defined in Incoterms) and we shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 13.6 You are responsible for arranging for testing and inspection of the Goods at our premises before shipment. We shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 13.7 If there is any conflict between Incoterms and the Contract, the terms of the Contract prevail.
14. **GENERAL**
- 14.1 Each right or remedy we may have under the Contract is without prejudice to any other right or remedy, whether or not under the Contract.
- 14.2 If any provision of the Contract (including any provision of condition 7) is found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract which shall continue in full force and effect.
- 14.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract is not a waiver of any of our rights under the Contract. Any waiver by us of any breach by you is not a waiver of any subsequent breach.
- 14.4 Any notice to be given by either party to the other under these Conditions must be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified for these purposes.
- 14.5 A notice is deemed to have been received:-
- 14.5.1 if delivered personally, at the time of delivery;
- 14.5.2 if sent by prepaid first class post, on the second working day after posting (exclusive of the day of posting); and
- 14.5.3 if sent by facsimile transmission, on a working day prior to 4.00pm at the time of completed transmission and otherwise on the next working day.
- 14.6 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
15. **ASSIGNMENT & SUBCONTRACTING**
- 15.1 We may assign or subcontract the Contract or any part of it (including the installation of the System or any part of it) and may dispose of or deal in any manner with any of our rights or beneficial interests under it.
- 15.2 You may not assign the Contract or dispose of or deal in any manner with any of your rights or beneficial interests under it.
16. **ENGLISH LAW**
- 16.1 The Contract shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.
- 16.2 Condition 16.1 is for our benefit only and as a result we shall not be prevented from taking proceedings in any other courts with jurisdiction, whether concurrently or not.