

TERMS AND CONDITIONS OF BUSINESS FOR MES SYSTEMS LIMITED (5060603)

This agreement is made on the date it was received by you and is an agreement between; MES Systems Limited whose registered office is at Unit 1 Watling Court, Ptarmigan Place, Nuneaton, CV11 6GX and yourself or the organisation that you represent. We will assume that you agree to these terms if you do not contest them within 24 hours of receiving them or if you reply to an email message that had this document attached.

1. General

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

2. Prices

- 2.1 The price for the supply of good and services are set out in your written quotation/email or our standard price list. We shall invoice you on delivery. Invoiced amounts shall be due and payable once the goods have been delivered.
- 2.2 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.
- 2.3 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 2.4 An instruction to proceed or 'go ahead' either by email/telephone/phone/fax or a purchase order or arranging a start date or similar actions will be deemed to be acceptance of our quotation and the terms & conditions set out in this document.

3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

5. Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

6. Performance

- 6.1. We will manufacture and install the items within a reasonable time.
- 6.2. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 6.3. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

7. Payment

- 7.1 Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 30 days from the date of the relevant invoice. This credit is subject to a credit check unless stated otherwise. Please note that no credit is given to invoices relating to domestic systems unless previously arranged. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to instruct the Credit Protection Association to contact you regarding the outstanding amount, and for us to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- 7.2 We also reserve the right to demand payment immediately and cancel any credit terms if we deem this to be necessary.
- 7.3 We reserve the right to request to take a deposit to secure your order. This deposit will be based on various factors, including financial risk, value of the order places, proportion of capital goods involved in the order. Deposits are fully refundable inline with section 9 of these terms & conditions.

8. Warranty

- 8.1 We warrant that as from the date of delivery for a period of 12 months (unless stated otherwise) the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers warranty only.
- 8.2 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Right to Cancel

- 9.1 We will permit you to cancel this Agreement by sending written (inc email) notice no later than 7 days after the date on which this Agreement has been viewed and not contested. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.
- 9.2 If you have received the goods before you cancel this Agreement then you must send the goods back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- 9.3 Once you have notified us that you are cancelling this Agreement, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order provided that the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.
- 9.4 You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.
- 9.5 We reserve the right to cancel the Agreement between us if:
9.5.1 we have insufficient stock to deliver the goods you have ordered;
9.5.2 we do not deliver to your area; or
9.5.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11. Liability

- 11.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 11.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 11.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 11.4. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.
- 11.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.
- 11.6. Where your security equipment has failed and it has resulted in a loss of good/services, we limit our liability to three times the cost of your annual service & maintenance agreement. Where no agreement is in place, we will not accept any liability.

12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Customer Services

- 15.1. To protect your own interests please read the conditions carefully before agreeing to them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.
- 15.2. If you are unhappy with any aspect of our service, please contact the Managing Director. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

16. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

17. Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.



A.Morgan. Managing Director

