

FALCON SECURITY SYSTEMS SOUTHEAST LTD



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| | | |
|-----------------------------|--------------|-----------|
| Customer Name..... | Ref. No..... | Date..... |
| Address (inc postcode)..... | | |
| Tel..... | | |

SECURITY SYSTEMS SALE AGREEMENT

The following items to be installed to comply with the standards shown below:

BS / EN 50131(2001) BS7671 (1996) PD6662 Scheme Other.....

Security Grade 1. 2. 3. 4. System Grade 1. 2. 3. 4.

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You are strongly advised to enter into a maintenance contract for the above system in order to ensure it is regularly serviced and that prompt attention will be given in the event of a problem. Such a contract may be a condition of your insurance cover or discount, and is a Police requirement for all systems with remote signalling. Under the Environmental Health Act there are penalties where systems repeatedly false alarm.

PRICE FOR THE INSTALLATION £/€ : PLUS VAT @ % £/€ : TOTAL £A€ :

The customer hereby acknowledges to have read and understood the conditions of sale in the estimate accepted by him/her.

Signature of Customer..... Print..... Date.....

MAINTENANCE PERIOD Six months after the completion of the installation for monitored systems and twelve months for audible only systems thereafter continuing year to year until determined by either party giving 21 Days notice in writing.

RECEIVED A deposit of £/€ : Signature..... Print..... Date.....
Company Representative

1. TERMS OF TRADING

It is agreed that the buyer will buy and the seller (hereinafter known as "the Company") will sell and both will abide by the terms of this agreement.

- (a) Nothing in this agreement will alter the rights of the buyer under the Sale of Goods Act and subsequent amendments thereto.
- (b) The Laws of the United Kingdom will apply to this Agreement.

2. TERMS OF PAYMENT

Payment on completion (unless otherwise agreed by the Company in writing). For monitored systems payment in full at the audible only stage of the installation. The Company cannot be held responsible for any delay in the connection caused by British Telecom, Cable & Company or any other service provider.

(UK only) The only exception to the above is where the installation is on new or property undergoing refurbishment where the order for the installation is placed by the Architect or Building Contractor. A contract shall be drawn up between the parties concerned to comply with the HOUSING GRANTS, CONSTRUCTION & REGENERATION ACT 1998 wherein an agreed deposit may be taken and stage payments for the work are made according to the rules laid down in the Act.

- (a) The goods supplied shall remain the property of the Company until paid for in full. In the circumstances defined in this condition the Company shall be entitled, immediately after giving notice of its intention to repossess, to enter upon the Premises of the buyer and repossess any goods or products it is entitled to hereunder.
- (b) Nothing in this condition shall confer a right upon the buyer to return the goods sold hereunder or to refuse payment or delay payment thereof, unless agreed by the Company in writing.
- (c) THE LATE PAYMENT OF COMMERCIAL DEBT (INTEREST) ACT 1998 shall apply to this agreement and interest at not less than 5% over Bank Rate will be charged on any invoice unpaid after 30 days from the date of installation or delivery of the service or goods.

3. INSTALLATION

(a) Every care is taken in the installation of equipment and during inspection of the buyer's premises and the Company accepts responsibility for any claims resulting from damage thereby caused to the buyer's property, buildings, fittings, furnishings etc. up to a maximum not exceeding the quoted cost of such installation excluding VAT. An exception to this clause is the necessary damage needed to carry out the installation.

(b) The electrical side of the installation will conform to BS 7671 (:2008+A3:2015) and a Certificate of Conformity showing the measurements taken at the time of installation will be provided and signed by a competent person carrying out the installation.

4. PRICES

(a) All quotations are valid for a period of thirty days, otherwise prices are subject to those ruling on the date of delivery. All quotations are based on normal working hours viz: 9.00am to 5.00pm Monday to Friday. For the purpose of a quotation it is assumed that access to a buyers premises will be available to the employees of the Company during normal working hours. If such employees are prevented from completing the installation due to the closure of such premises the Company reserves the right to make an additional charge for the additional time involved.

5. ADDITIONAL WORK

- (a) Where the quotation includes the cost of installation, this has been priced according to the standard procedure of the Company.
- (b) The cost of any variation in such procedure or additional work required by the buyer shall be treated as an increase in the price quoted for which an additional estimate will be given at the request of the buyer.
- (c) In the event of delays arising in the completion of the installation due to stoppage or delays on the part of the Contractor or sub-Contractor engaged by or on behalf of the buyer then the Company reserves the right to make an additional charge for the additional time involved unless otherwise agreed in writing with the buyer.

6. DELIVERY

The Company will make every effort to effect delivery as soon after receipt of an order as is possible but cannot accept any responsibility whatsoever for delays arising in connection with any installation.

7 LIABILITY

(a) The buyer will take all necessary steps to minimise false alarms. It is the buyer's responsibility to report to the Company by telephone in the first instance and confirm in writing (within 24 hours) any malfunction of the system.

(b) The Company will not accept liability under the Prevention of Pollution Act 1990 (Section 80) and the Noise and Statutory Nuisance Act 1993 if item 7 (a) is not carried out by the buyer.

(c) The buyer shall be liable for any damage caused to the installation by Fire, Flood, Lightning Strike, Electromagnetic Forces, Ionising Radiation or other sources outside the control of the installing company.

(d) The Company shall undertake to ensure that all materials supplied are of good quality and accord with specification. Any fault arising as a result of a defect in the equipment supplied must be notified to the Company in writing (see Clause 7a).

(e) Where repaired or reconditioned goods are used these will perform as new items according to European Law.

(f) Where the Company has a legal liability to the buyer for the malfunction of the system due to the failure of the product supplied, installed, repaired or serviced to perform its intended function in such circumstances the Company's liability in respect of loss or damage to tangible property shall not exceed £1,000,000 (One Million Pounds).

(g) Where digital communicators are installed and connected to a central monitoring station via British Telecom or Cable Company or other means of communication the Company cannot be held responsible for the failure of such means to transmit the signal.

The transmitter chips in Digital Communicators, Red Care and Dual-Corn units are programmed with the company identification and therefore belong to the installing Company who reserves the right to recover them if monitoring ceases for whatever reason.

The buyer will indemnify the Company for any charges made to the Company by BT or Cable Company or any other service provider for transmission of Alarm Signals also charges made by Red Care and / or Dual-Corn and the designated monitoring station and charged to the installing Company on behalf of the buyer.

The buyer will be responsible for any charges made by the Police for Unique Reference Numbers (URNs) also for Alarm calls made on your behalf where the system is connected to a monitoring station.

8. SECURITY SEALS

(a) Where Security Seals are fitted to the control unit and/or other associated equipment the buyer should check these are intact before switching the system on.

(b) Where seals are found to be broken the Company reserves the right to carry out a full mechanical and electronic check of the installation at the buyer's expense before fitting new seals to the system.

(c) There will be no liability on the Company for a system that fails to perform where security seals are broken.

9. RECORD BOOKS or RECORD FORMS

A record book or record forms are supplied with the system and should be checked by the buyer on every visit by the Company's operative.

THE RECORDS MUST ALWAYS BE AVAILABLE TO OUR ENGINEERS. If the records are not available the engineer will proceed to his next appointment and a charge will be made to cover for mileage, time and replacement documents.

10. GUARANTEE

(a) The Guarantee will meet the requirements of The Sale of Goods to Consumers Regulations 2002

This work will be carried out during normal working hours, work outside these times will be chargeable at a rate to be quoted by the Company.

(b) Monitored systems have to be maintained twice per year, the cost of the first service is payable by the buyer and is not free under Guarantee.

(c) Hybrid Alarms have to be maintained once audible per year and again this service is payable by the buyer.

11. VARIATIONS

(a) No variation or cancellation of these conditions or any of these shall be binding unless in writing signed on Behalf of the Company by Senior Management. In the light of changing technology In the electronics field the Company reserves the right to alter its terms from time to time.

(b) Up to date copies of the Company's terms and conditions of sale can be freely obtained upon application to the address overleaf, or on our website.

12. WAYLEAVES

The buyer will be responsible for obtaining all wayleaves that may be necessary to install the equipment to the requirements of the Company and the satisfaction of the buyer.

13. MAINTENANCE

(a) THE COMPANY RESERVES THE RIGHT TO REMOVE ITS NAME FROM THE EQUIPMENT, INCLUDING THE EXTERNAL ALARM BOXES WHERE A MAINTENANCE CONTRACT IS NOT TAKEN OUT BY THE BUYER OR HIS SUCCESSORS TO THE SITE OF THE INSTALLATION.

(b) On the signing of this Contract it is agreed that the Company will have no liability for a system that is not maintained in accordance with the relevant British or European Standard by the installer.

(c) Any work, alterations, additions etc, carried out to the system by other than our appointed operatives will render all guarantees null and void.

14. DATA PROTECTION ACT 1994

Personal data supplied on this form may be held on and/or verified by reference to information already held on computer.

Not disclosable to any third parties.