

## **TERMS AND CONDITIONS**

In these Terms:

"For IPS Ltd, read Integrated Protection Systems Ltd

"Business Hours" means the hours of 9am to 5.30pm Monday to Friday excluding Public Holidays;

"Customer" means the person, firm, company or organisation named on the Estimate/ Quotation for whom IPS Ltd. Has offered to supply the Product, and/or Services in accordance with these Terms;

"Contract" means the contract for the supply of the Product, and/or Services:

"Estimate/ Quotation" means the document to which these Terms are appended:

"IPS Ltd." is a company registered in England and Wales under number 3920 860.

"Price" means the purchase price of the Product, and/or Services according to the Agreement as set out on the Estimate/ Quotation;

"Product, and/or Services" means the one or more items ordered by the Customer from the range offered for sale by IPS Ltd. from time to time as set out on the Estimate/ Quotation.

"Terms" means these terms and conditions.

### **1. Agreement**

IPS Ltd agrees to supply and the Customer agrees to accept the Product, and/or Services subject to these Terms. Any changes or additions to these Terms must be agreed in writing by IPS Ltd, and the Customer.

### **2. Orders**

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

2.2 In placing an official order with IPS Ltd, the Customer agrees to allow IPS Ltd, to make provision, to carryout minor rectification works as required should they severely affect the fire system integrity and operation, up to a value of £100 net. At all times we will endeavour to notify the client prior to works taking place and seek approval of costs (however this cannot be guaranteed).

### **3. Estimate/ Quotations**

3.1 All quotations submitted by IPS Ltd, shall remain valid for a period of 30 days following which, which maybe subject to change without notice.

3.2 The quotation is valid for a period of 30 days after which we reserve the right to re-evaluate the submission prior to accepting an order.

3.3 Quotations allow for installation of the Product, and/or Services, on a continuous basis during Business Hours.

3.4 All access equipment has been excluded from our bid unless otherwise stated.

### **4. Price**

4.1 IPS Ltd, reserves the right, by giving notice to the Customer at any time before delivery, to increase the Price of the Product, and/or Services to reflect any increase in the cost to IPS Ltd, which is due to any factor beyond the control of IPS Ltd, (such as without limitation, any foreign exchange, fluctuation, currency regulation, alteration of duties. significant increase in costs of labour, materials or other costs of manufacturer), any change in delivery dates. Quantities or specifications for the Product, and/or Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give IPS Ltd, adequate information or instructions.

4.2 All Prices quoted to the Customer for the Product, and/or Services are, unless otherwise expressly provided, exclusive of any Value Added Tax, for which the Customer will be additionally liable at the applicable rate from time to time.

### **5. Delivery**

5.1 If agreed in writing on the Estimate/ Quotation, IPS Ltd, shall arrange for delivery of the Product, and/or Services to an address nominated by the Customer at the Customer's expense.

### **6. Payment**

6.1 The Customer agrees to pay IPS Ltd, the Price and any additional sums which are agreed between IPS Ltd, and the Customer for the supply of the Product, and/or Services and any expenses reasonably incurred by IPS Ltd, in the supply of the Product, and/or Services upon delivery of the Product, and/or Services to the Customer.

6.2 IPS Ltd, shall be entitled to invoice the Customer for the Price as specified on the Estimate/ Quotation and if not specified, either on the date of the Contract or interim instalments following the end of each calendar month in which the Product, and/or Services are supplied or at such other times as may be agreed with the Customer.

6.3 If payment is not made on the due date, IPS Ltd, shall be entitled, without limiting any other rights it may have (under the Contract or at law), to charge interest on the outstanding amount (both before and after any judgement) at the rate of 6% above the base rate of Barclays Bank Plc from the due date until the outstanding amount is paid in full.

6.4 If payment for the Product, and/or Services is not made by the Customer or before the due date then IPS Ltd, reserves the right to cancel the Contract and all other existing or future orders placed by the Customer for the Product, and/or Services.

6.5 Payment terms are deemed to be strictly 14 days from date of invoice unless otherwise stated.

6.6 Should the contract extend beyond a one-month period, interim claims shall be made subject to valuation.

6.7 We reserve the right to sub-contract part or all of the works should we consider it appropriate to do so.

6.8 Any payments made by debit or credit card will be subject to a 3% surcharge.

### **7. Risk and Property**

7.1 Risk or damage to or loss of the Product, and/or Services shall pass to the Customer:

7.1.1 In the case of Product, and/or Services to be delivered at IPS Ltd. premises, at the time when IPS Ltd, notifies the Customer that the Product, and/or Services are available for collection:

7.1.2 In the case of Product, and/or Services to be installed at the Customers premises or elsewhere at the Customer's request, at the time of installation or, if the Customer wrongfully fails to take delivery of the Product, and/or Services or prevents IPS Ltd', efforts to effect installation, at the time when IPS Ltd, has tendered delivery of the Product, and/or Services

7.2. Notwithstanding delivery and the passing or risk in the Product, and/or Services, or any other provision of these Terms, the property in the Product, and/or Services shall not pass to the Customer until IPS Ltd, has received in cash or cleared funds payment in full of the Price of the



Product, and/or Services and all other product, and/or Services agreed to be sold by IPS Ltd, to the Customer for which payment is then due and IPS Ltd, shall be entitled to all rights of access to the Customer's premises to enforce its rights hereunder:

7.3 In the event of the Customer reselling or otherwise disposing of the Product, and/or Services or any part thereof before the property therein has passed to the Customer as set out in clause 6.2 above, then the Customer will, until payment in full to IPS Ltd, of the Price, hold in trust for IPS Ltd, all its rights under any such contract of resale or any other contract in pursuance of which the Product, and/or Services or any part thereof are disposed of, or any contract by which property comprising the said Product, and/or Services or any part thereof is or is to be disposed of, and any monies or Other considerations received by the Customer there under.

7.4 Once materials have been installed, the risk passes to the client though possession remains with IPS Ltd, until such items are paid for in full.

#### **8. Insurance**

8.1 The Customer shall be liable to arrange a suitable policy of insurance to cover replacement of the Product, and/or Services which is acceptable to IPS Ltd, which shall take effect from the date of commencement of the installation of the Product, and/or Services by IPS Ltd.

8.2 The Customer shall be required to provide IPS Ltd, with appropriate documentary evidence of the insurance policy referred to in clause 8.1. above upon the reasonable request of IPS Ltd.

#### **9. Warranty**

9.1 Subject to clause 10 below

9.1.1 IPS Ltd warrants that the Product, and/or Services shall be free from defects for a period of 12 months from the date of the Contract: and

9.1.2 SIS Ltd, liability under clause 9.1.1 above shall be limited to the cost of repair or replacement of any defective or faulty Product, and/or Services at IPS Ltd, absolute discretion provided such Product, and/or Services have been correctly maintained whilst in the Customer's possession and subject to any remedial work on the Product, and/or Services taking place during Business Hours.

#### **10. Liability**

10.1 IPS Ltd, shall have no liability to the Customer for any consequential loss, damage, costs, expenses or other claims for compensation arising from the Product, and/or Services, or from their late arrival or none arrival, or any other fault of the Customer.

10.2 Except In respect of death or personal injury resulting from IPS Ltd, negligence, IPS Ltd, shall not be liable to the Customer for any loss of profit or any indirect or consequential loss which may arise in connection with the supply by IPS Ltd, of the Product, and/or Services (whether caused by the negligence of IPS Ltd, Its servants. agents, consultants, sub-contractors or otherwise). IPS Ltd, total liability under or arising from the Contract shall not exceed the amount of the Price paid by the Customer to IPS Ltd.

10.3 Any claim by the Customer which is based on any defect on the quality or condition of the Product, and/or Services or their failure to correspond with the agreed specification shall (whether or not delivery is refused by the Customer) be notified to IPS Ltd, within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after delivery of the defect or failure. If delivery is not refused, and the Customer does not notify IPS Ltd, accordingly, the Customer shall not be entitled to reject the Product, and/or Services and IPS Ltd, shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price as if the Product, and/or Services had been delivered in accordance with the Contract.

10.4 No ascertained or liquidated damages have been assumed, unless otherwise stated.

10.5 No retention has been assumed. Unless otherwise stated.

10.6 IPS Ltd do not take responsibility for any materials or labour works, to systems over 10 years of age (due to the importance of Fire Life Safety systems they should be replaced within this period to maintain their integrity).

#### **11. Termination**

Either party may (without limiting any other remedy it may have) at any time terminate the Contract by giving written notice to the other if the Other commits any material breach of the Contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver to administrator appointed.

#### **12. Force majeure**

IPS Ltd, shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay as per Estimate/ Quotation, or any failure as per Estimate/ Quotation, any of IPS Ltd, obligations in relation to the supply of the Product, and/or Services, if the delay or failure was due to any cause beyond IPS Ltd, reasonable control.

#### **13. General**

13.1 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

13.2 No waiver by IPS LTD. of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3 These Terms (together with any terms set out on the Estimate/ Quotation) constitute the entire agreement between the parties, superseded any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

13.4 No third parties shall have any rights or benefits under these Terms or the Contract.

13.5 Safe means of egress and access, general lighting and welfare facilities are to be provided by others.

13.6 This Agreement is governed by and shall be construed in accordance with the Law of England and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.