

COMPANY QUALITY POLICY AND STANDARD CONDITIONS OF SALE

Definitions

The "Company" means Fire Sound & Security Limited.

The "Customer" means any person, firm or organisation placing an order or otherwise containing goods or services from the company.

The "Manufacturer" means the person, firm or organisation that originally produced the goods.

The "End-user" means the person firm or organisation that actually makes use of the equipment. This may be the customer or it may be a person, firm or organisation to which the goods were sold-on.

The "Contract" means the agreement between the company and the customer to "supply goods to which these conditions relate.

Company Quality Policy

The company is committed to ensuring that all customers receive complete satisfaction every time that they do business with us. Our aim is "Customer Satisfaction, First Time, Every Time".

We recognise that satisfaction is achieved not through wishful thinking but through managing all activities that relate to the fulfilment of customer orders in a thorough and professional fashion.

To ensure the proper management of activities, the company has decided to install a system of quality assurance.

This system will apply to all the activities related to the supply of goods and services to trade and retail customers.

The principal aims of the company's quality system are to ensure that:

- a. All inputs (customer order, products, processes, people and tools) are checked to ensure that they are of acceptable quality,
- b. That all processes are controlled to ensure that quality is maintained,
- c. That all completed systems are checked for correctness and completeness before delivery to the customer.

We recognise that, in spite of its best efforts, mistakes may still occur.

However, all such mistakes will be recorded and analysed so that appropriate lessons can be learnt and the same mistakes avoided in future.

These systems and procedures are intended to provide a minimum level of quality. In the event of a customer specifying higher quality requirements, the customer's specification will be followed.

All staff will be required to work in accordance with the quality procedures. Any questions concerning the operation or significance of the company's quality system should be referred to us in writing for resolution.

Standard Conditions of Sale

Quotations

The company shall deem no estimate or quotation given by the company an offer unless it is expressed to be a "fixed quotation". Unless otherwise stated in writing such quotations shall be open to acceptance only for thirty days from their date of production.

Contract

Orders placed with the company require the company's acceptance, which may be given in any way including written acknowledgement or despatch or delivery of goods.

Any estimates or quotations supplied by the company are subject to these Standard Conditions of Sale. They may not be varied except by specific written agreement signed by senior management of the company.

These conditions supersede any prior promises, representations, understanding or undertakings of any kind.

The giving of delivery instructions by the customer, or the acceptance of goods or services from the company shall constitute acceptance of these conditions.

Variations or Cancellation of Contract

Should the customer vary or cancel an order after it has been placed, the company shall have the right to charge the customer in full at the normal rates prevailing at the time for any wasted work, purchases or expenses incurred as a result of the variation or cancellation.

Warranty

The company warrants that, at the time of despatch, the goods are in accordance with the company's specifications. However, the customer must satisfy himself by testing or other practicable means that they are fit for the purpose intended.

If the goods do not conform to the above warranty, the company will (at its discretion) repair or replace the defective goods free of charge or take back the same and refund the purchase price, provided that:

- a. The customer gives written notice of the defect to the company within 7 days of receipt;
- b. On discovery of the defect the customer makes no further use of the goods and allows the company reasonable facilities to inspect the goods;

c. The customer has in all material respects complied with instructions or directions supplied with the goods or given (whether verbally or in writing) by the company.

Rectification of the defect as described in the clause above shall constitute the company's entire liability under this warranty, which shall in no event exceed the purchase price of the goods or service. The company shall not be liable or responsible for any loss or damage (whether direct, indirect or consequential howsoever arising) suffered by the customer.

The warranty will become null and void if the goods have been mishandled, inadequately stored, damaged by accident or neglect, or tampered with.

Under no circumstances will the company have any liability for defects resulting from normal wear and tear.

Ownership

Notwithstanding delivery, all goods will remain the property of the company until the company has received full payment (including any carriage, installation or charges). Until paid for the goods shall remain the property of the company in spite of any attachments to, or incorporation into or with, other goods.

Whilst the goods remain the property of the company, the purchaser will hold them in such a way as to indicate that they belong to the company and will not remove, obscure or delete any markings or labels placed on the goods by the manufacturer or the company.

In the event of the customer selling the goods to a third party (whether separately, attached to or part of other goods) the customer will hold the proceeds of such a sale as trustee for the company until the full payment of the purchase price to the company.

Passing of Risk

Risk shall pass to the customer on delivery to the customer's designated premises or (if earlier) on delivery to the carrier or agent specified by the customer.

Should the customer be unable or unwilling to accept the goods when delivered to the customer's designated premises (or made available for collection by the customer's carrier or agent) the company shall have the right to charge the customer for all additional costs incurred, including all reasonable storage costs and redelivery costs.

Payment

Unless otherwise agreed the full purchase price shall be due on or before delivery of any goods or services.

If the full purchase price is not paid the company shall have the right to cancel any further deliveries and to charge interest on the balance outstanding.

Delivery

Unless specifically agreed in writing all delivery times are estimates only. The company shall not be liable to any penalty, costs or damages arising from failure to deliver goods or services.

At the company's discretion, orders may be fulfilled in instalments. Each such instalment shall be treated as a separate contract and the customer may not refuse payment on the grounds that part of the order has yet to be delivered. However, the company may suspend delivery of further instalments if due payments have not been made.

Force Majeur

The company shall not be liable for any failure to perform all or part of its obligations if such failure is due to circumstances outside its control, such as Acts of God, strikes, lock outs, labour disturbance, Government statute or order, fire, equipment breakdown or late delivery of supplies.

Other terms

The headings in this document are for guidance only and do not form part of the contract.

The contract shall be governed and interpreted according to the laws of England.