

CONDITIONS OF SUPPLY

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms as used herein shall have the meaning as stated:

"Alarm Receiving Centre" means the premises where intruder alarms and automatic fire detection systems are monitored;

"Business Day" means any day between Monday to Friday inclusive, excluding any public or bank holidays;

"Business Hours" means between 09.00 and 17.00 on a Business Day;

"Charges" means the charges payable by the Customer under the Contract, comprised of the Installation Charge and the Maintenance and Monitoring Charges;

"Company" means E-Bound AVX Limited;

"Conditions" means these Conditions of Supply;

"Contract" means a contract between the Company and the Customer for the supply of Goods and Services, as evidenced by the issuance of an Order Confirmation;

"Control Equipment" means equipment necessary for setting, unsetting, configuring and testing the System, and for activating any Warning Equipment and Remote Signalling Equipment;

"Customer" means the person, firm or company named in the Order Confirmation as the customer;

"Customer Premises" means the premises or site specified in the Order Confirmation for delivery of the Goods and performance of the Services and which includes the roof of said premises or site;

"Goods" means the goods or materials agreed in the Contract to be supplied by the Company to the Customer (including any part or parts of them), comprised of the System;

"Initial Contract Period" means the initial period and minimum term of the Contract specified in the Order Confirmation during which the Customer is to take and pay for the Goods and Services, subject to the provisions of clause 9.1;

"Installation Charge" means the charge set out in the Order Confirmation as the charge for the supply and installation of the System;

"Installation Service" means the installation service detailed in the Order Confirmation;

"Maintenance and Monitoring Charges" means the charges set out in the Order Confirmation as the charges for the Maintenance Service and the Monitoring Service;

"Maintenance Service" means the maintenance service detailed in the Order Confirmation;

"Monitoring Service" means the monitoring service detailed in the Order Confirmation;

"Notice Period" means the period of notice specified in the Order Confirmation which is required to be given by either party to the other in order to terminate the Contract in accordance with the provisions of clause 9.1;

"Order Confirmation" means the Company's written confirmation of acceptance of the Customer's order;

"Renewal Period" means a period of equal duration to the Initial Contract Period (with the first such Renewal Period commencing immediately upon the expiration of the Initial Contract Period) during which the Customer is to take and pay for the Goods and Services, subject to the provisions of clause 9.1;

"Remote Signalling Equipment" means equipment which automatically communicates the state of the System to the Alarm Receiving Centre, Police or Fire Authority (and also to the Customer and/or the Customer's keyholder, by virtue of any data transmission method selected by the Customer and agreed by the Company for this purpose);

"Services" means the services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them), comprised of the Installation Service, the Maintenance Service and the Monitoring Service, together with any ancillary keyholding and alarm response services;

"Specification" means the functional specification set out in the Order Confirmation in accordance with which the Goods and/or Services are to be supplied;

"System" means the Control Equipment, Warning Equipment, Remote Signalling equipment, detectors, access control, CCTV and door intercom systems and all interconnecting wiring as set out in the Specification;

"Warning Equipment" means equipment giving an indication at the Customer Premises that an alarm condition has occurred;

"Warranty Period" means the warranty period specified in the Order Confirmation;

1.2 A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.

1.3 Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Words in the singular include the plural and in the plural include the singular.

2. APPLICATION OF CONDITIONS

2.1 All quotations are given subject only to these Conditions, which shall be incorporated into the Contract and which shall prevail to the exclusion of any other terms including any conditions, warranties or representations written or oral, express or implied, even if contained in any of the Customer's documents which purport to provide that the Customer's own terms shall prevail. Any representations about any Goods and Services shall have no effect unless expressly agreed in writing and signed by the Company's authorised signatory.

2.2 Any quotation is given on the basis that no Contract shall come into existence unless and until the Company accepts the Customer's order by issuing an Order Confirmation. Upon issuance of an Order Confirmation (and in consideration for the timely payment of all sums payable to the Company by the Customer under the Contract and subject to the Customer's adherence to all other provisions of these Conditions), the Company grants the Customer a non-exclusive, non-transferable and revocable licence to make use of the Goods and Services. The Company reserves all other rights.

2.3 Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

2.4 The quantity and description of any Goods and/or Services shall be as set out in the Order Confirmation.

2.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, price list, quotation, Order Confirmation, invoice or other document or information issued by the Company shall be subject to correction without any liability on the Company's part.

2.6 All samples, drawings, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues, brochures or communications are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.

2.7 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission (or, without limitation, to the Goods/and or Services to be provided under the Contract) and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation. Clauses 2.9-2.15 shall apply if and only if the Customer enters into a Contract with the Company as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

2.9 The Customer may cancel a Contract entered into with the Company at any time within the period:

(a) beginning when the Contract was entered into; and

(b) ending at the end of 14 days after the day on which the Contract was entered into.

The Customer does not have to give any reason for the cancellation.

2.10 The Customer acknowledges that the Goods are supplied to the Customer as an ancillary part of a package of services comprised of the Installation Service, the Maintenance Service and the Monitoring Service and that the Contract with the Company is a contract for the provision of services, for the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

- 2.11 The Customer agrees that the Company may begin the provision of the Services before the expiry of the period referred to in clause 2.9 and the Customer acknowledges that, if the Company does begin the provision of Services before the end of that period, then the Customer will lose the right to cancel referred to in clause 2.9.
- 2.12 In order to cancel a Contract on the basis described in clause 2.9, the Customer must inform the Company of the Customer's decision to cancel. The Customer may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Customer to send the Customer's communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 2.13 If the Customer cancels a Contract on the basis described in this clause 2.9, the Customer will receive a full refund of any amount the Customer paid to the Company in respect of the Contract.
- 2.14 The Company will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise.
- 2.15 The Company will process the refund due to the Customer as a result of cancellation without undue delay and, in any case, within the period of 14 days after the day on which the Company is informed of the cancellation.
- 2.16 Unless the Customer cancels a Contract on the basis described in clause 2.9 (subject always to the provisions of clause 2.11), the Contract may not be cancelled by the Customer.
- 2.17 The Customer warrants that:
- (a) it has the legal right and/or full authority to grant the Company access to all relevant parts of the Customer Premises so that the Company may fulfil each of its obligations and enjoy each of its rights under the Contract; and
 - (b) the Company is authorised by the Customer to procure any contracts with third parties on behalf of the Customer required for the provision of the Services.
- 2.18 If any licence or consent shall be required for the acquisition, installation or use of the Goods by the Customer, the Customer shall obtain it at its own expense and (if requested) produce evidence of it to the Company on demand. Failure to obtain any licence or consent shall not entitle the Customer to withhold or delay payment of the Charges. Any additional expenses or charges incurred by the Company resulting from such failure shall be for the Customer's account.
- 2.19 The Company applies a Fair Use Policy in relation to all call-outs initiated through the System and the Company reserves the right to impose additional charges in any instance where the Company detects an irregular pattern or an excessive number of call-outs as aforesaid.
- 3. PAYMENT**
- 3.1 The Charges shall be paid in the amounts or percentages detailed in the Order Confirmation at the times or intervals specified in the Order Confirmation. The Company reserves the right to impose additional charges where the Company incurs additional costs or expenses which could not have been reasonably anticipated by or which were not otherwise apparent to the Company prior to the issuance of the Order Confirmation.
- 3.2 The Company will review its scale of Charges periodically and any increase, which will be effective immediately, will be notified to the Customer.
- 3.6 The time of payment of the Charges shall be of the essence of the Contract.
- 3.7 Value Added Tax will, where applicable, be added to the Charges.
- 3.8 All payments to the Company shall be made without any deduction, withholding or set-off.
- 3.9 Failure by the Customer to pay any invoice by its due date shall entitle the Company (without prejudice to any other right or remedy available to the Company):
- (a) at its option, to charge interest at the rate of five per cent (5%) per annum above Lloyds Bank plc's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
 - (b) to terminate the Contract, or suspend or cancel any future delivery of Goods and/or performance of Services.
- 3.10 If the Customer is contracting as a business customer, the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.11 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 4. OBLIGATIONS OF THE PARTIES**
- 4.1 The Company will install the System at the Customer Premises on the anticipated installation date provided by the Company in the Order Confirmation.
- 4.2 All dates given by the Company in relation to the discharge of its obligations under the Contract are estimates only and the Company will not be liable for any delay or any consequences of any delay in the provision of the Goods and Services to the Customer, howsoever caused.
- 4.3 Both prior to and during the performance of the Services the Customer shall (at no cost to the Company) provide the Company with all co-operation, assistance and relevant information and access to such facilities, resources and utilities as the Company may reasonably require. Any breach of this clause 4.3 shall entitle the Company to terminate the Contract in accordance with clause 9.2 (a). As an alternative to termination, the Company will consider continuing to perform its obligations on condition that the Customer adopts such remedial measures as may reasonably be proposed by the Company, including agreeing to substitute an uncooperative or otherwise difficult member of the Customer's team with an individual who will act in both parties' best interests.
- 4.4 The Customer shall be entirely responsible, at the Customer's sole cost and expense, for obtaining any necessary easements, way leaves, permissions, consents or licenses prior to the installation of the System at the Customer Premises.
- 4.5 The Installation Charge has been calculated on the basis that the Company will be able to gain access to the Customer Premises without delay and that the work can be carried out without interruption on consecutive Business Days during Business Hours.
- 4.6 If the Company's costs are increased by a delay in obtaining access to the Customer Premises or if the Company complies with a request from the Customer to interrupt its work or to undertake work outside Business Hours, the Company shall be entitled to levy a supplemental charge to the Installation Charge.
- 4.7 Although the Company will exercise reasonable care in undertaking the Services, the Customer will bear the cost of any reinstatement or redecoration made necessary by the installation, inspection, maintenance, repair or use of the System.
- 4.8 The System must be used and operated in accordance with the instructions the Company has given the Customer, and with reasonable care and in a manner to preserve its proper and efficient working.
- 4.9 The Customer shall:
- (a) where applicable, pay any line or equipment charges due to third parties (and any increases from time to time); and
 - (b) pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all electrical supplies to the System.
- 4.10 Neither the Customer, nor any of the Customer's agents or sub-contractors, shall adjust, tamper with, alter or interfere with the System in any way.
- 4.11 The Customer shall:
- (a) notify the Company immediately of any defect or malfunction in the System, and will allow the Company to take any steps the Company considers necessary to remedy the defect;
 - (b) notify the Company immediately if the System requires resetting; and
 - (c) notify the Company immediately of any proposed structural alteration to the Customer Premises or of any modification in the telephone installation affecting the System, or in the case of space alarms, of any alteration to the layout or fittings of the Customer Premises or of any major movements of contents.
- 4.12 The Customer agrees to pay any charge for any visit, service, part or work requested by the Customer or the Customer's agent, except where it is necessary to correct an equipment

- fault under the terms of the warranty in clause 7.6, or where the visit is a scheduled routine maintenance visit.
- 4.13 The Customer agrees to pay any charge for any visit, service, part or work necessary to ensure continued compliance with any British or European Standard, Police or Fire Authority regulation or other code of practice or regulation applicable to the System.
- 4.14 The Company will carry out the Maintenance Service as described in the Order Confirmation.
- 4.15 The Company will, in undertaking the Maintenance Service, provide an emergency repair service in accordance with the British or European Standards applicable to the System and will carry out routine maintenance in accordance with and at the intervals specified by the British or European Standards applicable to the System.
- 4.16 The Maintenance Service does not include support which is necessitated as a result of any fault in or damage to the System attributable to:
- (a) failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;
 - (b) accident, transportation, neglect, misuse, abuse or default by the Customer, the Customer's employees or agents or any third party;
 - (c) any attempt by any person other than the Company's personnel or any person authorised by the Company or the Company's authorised sub-contractor, to adjust, repair or support the System; or
 - (d) user error.
- 4.17 In addition, the Maintenance Service does not include:
- (a) electrical or other environmental work external to the System;
 - (b) the support of any attachments or associated components which do not form part of the System; or
 - (c) the supply of consumable items.
- 4.18 Any new or replacement parts supplied to the Customer in connection with the Maintenance Service shall become the Customer's property and any old parts that are replaced by the Company shall become the Company's property. The Company shall not in any circumstances be deemed to have adopted any new or replacement parts supplied to the Customer. Furthermore, where the Company provides the Maintenance Service in respect of any existing system, under no circumstances shall the Company be deemed to have adopted the efficacy of that existing system's design.
- 4.19 The Company will carry out the Monitoring Service as described in the Order Confirmation.
- 4.20 The Customer acknowledges that the Monitoring Service may not be provided without the Maintenance Service.
- 4.21 The Company shall provide the Customer with a Monitoring Service compliant with such standards as may apply to the System.
- 4.22 In order to facilitate the Company's provision of the Monitoring Service, the Customer shall at all times:
- (a) keep and operate the Remote Signalling Equipment in a proper and prudent manner and in accordance with any relevant instructions issued to the Customer;
 - (b) maintain all agreed data transmission methods for the Remote Signalling Equipment; and
 - (c) provide and maintain in full working order such other security measures as shall reasonably be specified by the Company from time to time to enable the Company to adequately fulfil its obligations under the Contract.
- 4.23 The Customer acknowledges that each party is jointly responsible for ensuring that the Specification is complete and accurate. The Customer agrees that it should not place any order with the Company without first confirming the details of the Specification with the Customer's insurers. The Customer further agrees to notify the Company of any changes in the risk and if any such changes necessitate any agreed amendments to the Specification, to pay any and all additional Charges relating thereto to the Company.
- 4.24 Any and all intellectual property rights in the Specification shall, as and between the Company and the Customer, be the sole and exclusive property of the Company. The Specification shall be treated as confidential by the Customer and shall not, other than in the circumstances indicated in clause 4.23, be disclosed or disseminated to any third party without the Company's prior written consent, nor used by the Customer other than for any purpose (if any) authorised by the Company in writing.
- 4.25 For the avoidance of doubt, the provisions of clauses 4.12 and 4.13 shall apply without limitation where:
- (a) a visit is made to the Customer Premises, but the Company (acting reasonably) deems that conditions at the Customer Premises are unsuitable or unsafe so as to prevent work from being undertaken; or
 - (b) the Company (in its sole but reasonable discretion) determines that any visit, service, part or work is necessary in order to facilitate the proper functioning or performance of the System.
- 5. VARIATION OF DESIGN**
- The Company reserves the right to vary the design or nature of equipment comprising the System as the Company shall in its sole discretion deem fit. Should it become necessary during installation or under the terms of the warranty in clause 7.6 to provide alternative equipment to that originally specified in the Order Confirmation, the Company warrants that such alternative equipment shall offer equivalent performance, and that the function and performance of the System shall in no way be impaired.
- 6. FORCE MAJEURE**
- The Company reserves the right to defer the date of provision of the Goods and/or Services, or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to the Customer) if the Company is prevented from, or delayed in, the carrying on of the Company's business (wholly or in part) due to circumstances beyond its reasonable control including, without limitation, acts of God, the act of any government or authority (including any refusal or delay in obtaining, or the revocation of, any licence or consent), war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.
- 7. WARRANTY**
- 7.1 The Company warrants (subject to the other provisions of these Conditions) that:
- (a) on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) if the Customer has made it expressly known to the Company in the Customer's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in the Order Confirmation that the Company will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated; and
 - (c) the Services will be performed with reasonable skill and care.
- 7.2 the Company's liability pursuant to clause 7.1 shall be limited:
- (a) for Goods, to the replacement of any part of the Goods found to be defective and notified to the Company within the period set forth in clause 7.3; and
 - (b) for the Installation Service and the Maintenance Service, to re-performing those Services found, in its sole discretion, not to have been performed with reasonable skill and care and notified to the Company within the period set forth in clause 7.3.
- 7.3 Any defect or deficiency in, or malfunction or shortage or failure to correspond to Specification of the Goods and/or Services shall be notified to the Company within 3 days of the time when the Customer discovers or ought to have discovered the defect or deficiency, or malfunction or shortage or failure to correspond to Specification, as applicable; otherwise, the Goods and Services shall be deemed to be satisfactory and a charge will be made for additional rectification work.
- 7.4 The Company shall not be liable for any breach of any warranty in clause 7.1, if:

- (a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect;
- (b) the Customer modifies, adjusts, alters or repairs the Goods without the Company's prior written consent;
- (c) the defect arises because the Customer failed to follow any oral or written instructions as to the storage, use or care of the Goods or (if there are none) good trade practice;
- (d) the defect arises from any inadequate or incorrect information supplied by the Customer, or from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse of the Goods or from any other cause which is not due to the Company's neglect or default;
- (e) the defect relates to electrical work or other work external to the Goods, or arises by virtue of any act or omission of the Customer relating to the operation of the Goods, or through transportation or relocation of the Goods not performed by, for or on the Company's behalf, or by subjecting the Goods to any unusual physical or other stress or adverse environmental conditions;
- (f) the Charges have not been paid by the time for payment stipulated in clause 3; or
- (g) the defect is of a type specifically excluded by the Company by notice in writing.

7.5 If upon investigation, the Company reasonably determines that any defect or deficiency in, or malfunction or shortage or failure to correspond to Specification of the Goods and/or Services is a result of, or is excused by, any of the matters referred to in clause 7.4, the Customer shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.

7.6 In addition to the warranties in clause 7.1, subject to the continued provision of the Maintenance Service, the Company agrees to repair or replace, at the Company's discretion, any part of the System found to be defective during the Warranty Period, with the exception of consumable items (such as batteries, lamps, etc), which shall be chargeable. The warranty granted in this clause 7.6 shall be subject to the exclusions and limitations contained in clauses 4.16, 4.17, 4.18 and 7.4.

8. EXCLUSION OF LIABILITY

8.1 The following provisions set out the Company's entire financial liability (including any liability for the acts or omissions of the Company's employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of these Conditions;
- (b) any use made by the Customer of any of the Goods (or of any product incorporating any of the Goods) and any use made by the Customer of any of the Services; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these Conditions excludes or limits the Company's liability:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude the Company's liability; or
- (d) for fraud or fraudulent misrepresentation.

8.4 Subject to clause 8.2 and clause 8.3:

- (a) the Company has no special knowledge of the nature or value of the contents of the Customer Premises, or of the nature of the risks to which the Customer Premises and contents will from time to time be exposed. The Company limits its liability as set out below;
- (b) the Company is not an insurer and the System and the Services are not intended to be a substitute for proper and adequate insurance. The System is designed to reduce the risk of loss

and/or damage to the Customer Premises and its contents. The Company does not represent or warrant that the System may not be neutralised, circumvented or otherwise rendered ineffective by intruders or other unauthorised persons, and in such event no liability will attach to the Company in respect of any loss or damage sustained by the Customer, howsoever caused;

(c) the Customer agrees that the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the Contract shall be limited to the Installation Charge, or one year's annual Maintenance and Monitoring Charges, whichever is greater. Should the Customer wish the Company to assume a greater liability, the Company will require the Customer to sign the Company's standard contract with an attachment clearly stating the additional liability limits and the Customer's acceptance of the additional cost to the Customer; and

(d) the Company shall not in any event be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract; and

(e) the Company shall not be liable for:

- (i) any failure or delay by Police or Fire Authorities to respond to an alarm activation for whatever reason, or for any withdrawal of response by Police or Fire Authorities for whatever reason, or for the provision of alternative protection of the Customer Premises in such event, or (unless the Customer has agreed to take and pay for the Company's ancillary keyholding and alarm response services) for the attendance of a security guard at the Customer Premises following such an event; or
- (ii) the failure of any means of data transmission used to transmit alarm signals from the System or for any loss or damage sustained by the Customer in the event of such failure, since the Company gives no warranty that either the Services or the System will be uninterrupted or error-free.

9. TERM AND TERMINATION

9.1 Subject to earlier termination under clause 9.2 below, the Contract shall remain in force for the Initial Contract Period and thereafter for successive Renewal Periods (subject to the payment of the Charges for each such successive Renewal Period), unless the Contract is terminated by one of the parties to the Contract giving to the other notice of termination in compliance with the Notice Period, such Notice Period to expire on the last day of the Initial Contract Period or the last day of the relevant subsequent Renewal Period, as applicable. If the Customer wishes to terminate the Contract other than in accordance with the provisions of this clause 9.1, the Customer shall pay to the Company an amount equal to any Charges (or any part thereof) which would have been due to the Company under the Contract until the end of the Initial Contract Period or the end of the relevant subsequent Renewal Period, as applicable.

9.2 Notwithstanding anything else contained in these Conditions, the Contract may be terminated by the Company with immediate effect upon written notice to the Customer if:

- (a) the Customer commits any breach of the Customer's obligations under the Contract and fail to remedy the same within 14 days of receipt of a written notice from the Company specifying the breach and requiring it to be remedied; or
- (b) any payment due under the Contract is more than 21 days in arrears; or
- (c) the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with the Customer's creditors, or has a receiver or administrator appointed; or

- (d) the Customer's creditworthiness or standing is not in the Company's absolute discretion satisfactory.
- 9.3 Termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party hereunder or at law, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or to continue in force on or after such termination.
- 10. RISK AND TITLE**
- 10.1 The Goods will be at the Customer's risk from the time of delivery.
- 10.2 Subject to clause 10.7, ownership of the Goods will only pass to the Customer upon the Company's receipt of the payments set out in clause 3.1. The Company will be entitled to withhold delivery of any access code, control keys or other operating device until such payments have been received.
- 10.3 If the Customer is contracting as a business customer, ownership of the Goods will only pass to the Customer upon:
- (a) the Company's receipt of the sums detailed in clause 10.2 above, together with;
 - (b) all other sums which are or which become due to the Company from the Customer on any account.
- 10.4 Until ownership of the Goods has passed to the Customer, if the Customer is contracting as a business customer, the Customer must:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery and indemnify the Company against all loss or damage of whatsoever nature affecting the Goods;
 - (e) not assign to any other person any rights arising from a sale of the Goods without the Company's written consent; and
 - (f) give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may resell the Goods in the ordinary course of the Customer's business, provided that the Customer shall hold the entire proceeds of any such resale upon trust for the Company until the Goods have been paid for in full and shall keep all such trust monies in a separate bank account which shall not be overdrawn and in which such trust monies are not mingled with the Customer's own or any other monies. The Customer acknowledges and agrees that a sale by an administrator or liquidator as part of or in connection with the sale of the Customer's assets or part of the Customer's assets is not in the ordinary course of the Customer's business.
- 10.5 If the Customer is contracting as a business customer, the Customer's right to possession of the Goods shall terminate immediately, if:
- (a) the Customer has a bankruptcy order made against it, or makes an arrangement or composition with the Customer's creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over the Customer's undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the Customer's winding up or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the Customer's insolvency or possible insolvency; or
 - (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or to be obtained against the Customer, or the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the Customer ceases to trade, or the Customer encumbers or in any other way charges the Goods.
- 10.6 If the Customer is contracting as a business customer and if:
- (a) the Customer is late in paying for the Goods; or
 - (b) the Customer is late in paying for any other goods or services supplied by the Company; or if
 - (c) before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 10.5 (a) or (b), or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then:
- provided that the Goods have not been irrevocably incorporated into another product and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and if the Customer fails to do so promptly, the Company may enter any of the Customer's premises or those of any third party where the Goods are stored or kept in order to recover them. The Customer shall not keep the Goods at any premises other than such premises as shall be specified in writing by the Customer to the Company prior to the dispatch of Goods to the Customer, or at any premises at which the Customer does not have the right to grant access to the Company.
- 10.7 The Remote Signalling Equipment shall remain the Company's property at all times. The Customer agrees to allow the Company to remove the Remote Signalling Equipment from the Customer Premises upon termination of the Contract and risk in the Remote Signalling Equipment shall remain with the Customer until such removal as aforesaid.
- 11. GENERAL**
- 11.1 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the Company's rights under these Conditions of Supply.
- 11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business, or if the Customer is contracting with the Company as a consumer, to the Customer's home address.
- 11.3 Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 11.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 11.5 The Company shall be entitled at its discretion to perform any of the obligations assumed by it and to exercise any of the Company's rights granted to it under the Contract through any other company or subsidiary.
- 11.6 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.
- 11.7 These Conditions of Supply shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.