



# NORTHPOINT

## FIRE & SECURITY

### Standard Terms & Conditions

#### 1.0 General

1.1 Unless otherwise stated by the Supplier upon the face of any quotation or acceptance of order these terms and conditions shall be incorporated into any contract made between the Supplier and any person, firm or company with whom it contracts and shall prevail in case of any inconsistency between any other term or condition in any contract.

1.2 All purchase orders and acceptance of quotations made to the Supplier shall be deemed to incorporate these terms and conditions to the exclusion of any conflicting terms and conditions submitted by any person, firm or company with whom the Supplier ultimately contracts.

1.3 There shall be no variation from these Terms and Conditions unless separately stated in writing by the Supplier prior to formation of any contract.

1.4 Any order or invitation to treat or acceptance from a client which incorporates any term or condition in conflict with these Terms and Conditions or which extends the liability of the Supplier from these Terms and Conditions shall not be incorporated into any contract with the Supplier unless expressly done in writing by a Director of the Supplier prior to formation of any contract.

2.0 Within these Terms and Conditions the following expressions shall have the following meanings

2.1 "The Client" shall mean the person firm or company who has requested the Supplier to provide Goods or Services or with whom the Supplier contracts for the provision for Goods or Services.

2.2 "The Goods" shall mean the apparatus materials and services supplied by the Supplier to the Client.

2.3 "Commissioning Works" shall mean the Suppliers Commissioning Engineer setting to work the equipment.

2.4 "The Supplier" shall mean NorthPoint Fire and Security Ltd.

#### 3.0 Guarantee

3.1 All Goods manufactured by the Supplier are carefully examined and tested before leaving its works. The supplier therefore, gives the following guarantee which supersedes any conditions or warranty implied by statute, common law or otherwise. If within twelve months from the date of Commissioning its works, any defect or fault is discovered in any instrument of its supply due, in its sole opinion to faulty material or sub-standard workmanship, it undertakes to make good the defect, at its discretion, by repair or replacement, without charge PROVIDED that notice is given to it immediately on discovery of any defect and the defective instrument or parts thereof are forwarded to it, carriage paid and suitably packed.

3.2 The guarantee does not apply to defects caused by ordinary wear and tear misuse, neglect or by circumstances over which the Supplier has no control.

3.3 The Supplier's responsibility in all cases is limited to the cost of making good such defects.

3.4 In the case of goods which are not of the Supplier's manufacture, it will pass on only

those terms of guarantee passed to it by the manufacturer of such goods, if any.

3.5 All Goods supplied under these conditions which are not installed by the Supplier shall, upon the installation by the Client or by the ultimate user, be tested to ensure that they are installed correctly and in working order. The Supplier shall not be liable for any defects or damage arising out of incorrect installation or bad workmanship.

3.6 The Guarantee herein shall only apply when NorthPoint Fire and Security Limited Commission the equipment supplied to the Client and no third party has touched, altered or amended any part of the equipment system.

3.7 It is a condition of this Guarantee that the equipment shall be serviced in accordance with the manufacturers recommendations.

#### 4.0 Liability

4.1 The Supplier shall not be liable for any losses including economic or consequential loss howsoever arising from the supply of goods or services by the Supplier.

#### 5.0 Carriage and Packing

5.1 Carriage and Packing will be included on all supplies by the Suppliers, on orders of value in excess of £400.00 this value will be subject to an annual review.

5.2 All orders will normally be consigned by road or rail carriage paid at goods rates for a three-day delivery.

5.3 When Goods are dispatched by passenger-train. Securicor or special carrier at the Clients request for other delivery any additional cost of carriage incurred will be charged on invoice.

5.4 The Suppliers shall replace or repair free of charge any Goods lost or damaged in transit provided both the carrier and the Supplier are advised in writing (otherwise than upon carriers documents) within seven days of issue of advice note or invoice in case of non-delivery or within three days of delivery in case of damaged goods.

#### 6.0 Prices

6.1 The Suppliers prices for sales are subject to change, the actual price to be paid for the Goods will be as the current list price ruling at the time of dispatch.

6.2 All prices are exclusive of Value Added Tax and are strictly Net! That is no further discount is applicable.

#### 7.0 Credit

7.1 Any Credit order is accepted subject to the Clients Credit being approved by the Supplier.

7.2 The supplier may in its absolute discretion at any time prior to delivery require payment of the price in whole or in part before making delivery to the Client. The Supplier shall only deliver Goods and Services to the Client after satisfactory credit approval has been received by the Supplier or pro-forma payment has been received.

#### 8.0 Payment

8.1 Unless otherwise stated in writing by the Supplier payment is due to the Supplier for any Goods or Services supplied thirty days from the date of invoice.

8.2 Any quoted discount shall not be applicable unless payment is made in strict accordance with the terms and conditions herein.

8.3 Should prompt payment not be made the Supplier reserves the right to charge interest on all overdue monies at four per cent over Royal Bank of Scotland plc Base Lending Rate per month or part thereof.

8.4 At the discretion of and upon request by the Supplier the Client shall pay the amount requested by the Supplier on pro-forma invoice prior to the issue of goods or services to the Client.

8.5 Where the Supplier is engaged to carry out work or services over a period exceeding four weeks it shall issue applications for payment to the Client at periodic intervals which shall fall due for payment thirty days from the date of application. The Supplier shall issue a Value Added Tax invoice including VAT for the sums due within the application

for payment. Payment shall become due from the date of application for payment and not the VAT invoice.

#### 9.0 Suspension or Cancellation of Delivery

9.1 The Supplier reserves the right to suspend, delay or cancel the delivery of some or all the goods or services or require advanced payment for them if the Client is or reasonably appears unable to pay its debts and in those circumstances the Supplier shall also retain any other rights it has against the Client.

9.2 The Supplier shall be entitled to postpone any commissioning activities until full payment has been received by the Supplier, in accordance with Clause 9.1 of these conditions.

9.3 The Supplier shall be entitled to postpone the issue of any certification manuals, drawings or the like until full payment has been received by the supplier, in accordance with Clause 9.1 of these conditions.

9.4 The Supplier reserves the right to suspend or cancel the delivery of goods or supply of services without notice if the Client fails to make any payment as and when due to the Supplier.

9.5 Any and all guarantee arrangements shall immediately become invalid should there be any breach of the Conditions contained herein.

9.6 Should the Client as a result of actions set out in Clauses 9.1 to 9.5 incur penalties or damages through any subsequent third party arrangements or agreements the Supplier shall not be held responsible or liable nor shall the Supplier accept any charges resulting from any such penalties or damages.

#### 10.0 Inability to Supply

10.1 Should the Supplier not be able to perform the services ordered for reasons beyond its control (including failure by the Client to supply delivery or other instructions) or on account of industrial disputes or, in the case of stock items, on account of stock being exhausted the Supplier reserves the right to cancel any order subsequent to acknowledgement of it upon giving the Client reasonable notice and the Supplier shall not then be liable for any loss thereby caused.

#### 11.0 Fitness for Purpose

11.1 The Client must satisfy itself that the Goods supplied are fit for its purpose as this is not guaranteed by the Supplier, and all warranties express or implied are hereby excluded.

#### 12.0 Passing of Property and Risk

12.1 All goods supplied by the Supplier shall remain the Suppliers absolute property until all amounts owing to the Supplier for the Goods have been paid in full.

12.2 Risk In such Goods passes to the Client on delivery.

12.3 Should the Client resell the Goods without having paid all amounts outstanding to the Supplier then the Client agrees to hold any proceeds of sale or sufficient part thereof to pay all amounts outstanding to the Supplier as Trustee.

12.4 If the Client uses the Goods in the manufacture of other products the absolute property in those goods shall pass to the Supplier from the time when the goods are so used until payment of all amounts outstanding due to the Supplier from the Client but risk in such products shall remain with the Client.

12.5 The Client agrees to store all goods and products in which the Supplier has property in such a way that they are readily identifiable as the Suppliers property.

12.6 The Supplier shall be entitled at any time to repossession and to enter upon the Clients premises or where the Goods and products may be with such transport as may be necessary and to repossess any Goods or products which remain the Supplier's property.

12.7 Nothing in these conditions shall confer any right upon the Client to return any Goods sold or to refuse or delay payment therefore unless otherwise agreed.

12.8 Where Goods or products in which the Supplier has property are attached to or stored within any premises other than the Clients premises the Client will secure from the owners or occupiers of such premises the Client's right of entry and preserve notwithstanding termination of the Clients right the Suppliers right to enter those premises for the purpose of repossession of the Goods and products under the terms of this condition.

#### 13.0 Time of Despatch

13.1 Orders will be executed as expeditiously as possible but where a date, for delivery dispatch or the provision of services, is quoted time shall not be deemed to be of the essence of the contract and no liability will be accepted by the Supplier for any loss including economic or consequential loss or damages arising from delay in delivery or failure to supply or deliver by a quoted date.

#### 14.0 Delivery

14.1 Delivery of Goods shall be made to the address stated within the purchase order and the point of delivery shall be nearest suitable and reasonable off load point for any heavy goods vehicle.

#### 15.0 Inspection

15.1 Although there would normally be permission for the Clients representative to visit the Suppliers, such permission is not automatic.

#### 16.0 Statutory Requirements and Intellectual Property

16.1 Whilst every effort is made to meet known statutory requirements and not to infringe any patents or trademarks belonging to any third parties. The Supplier cannot warrant that the design, construction and quality of Goods to be supplied comply with all relevant requirements of any statute, statutory rule or order or other instrument having the force of law which may be in force at the time of supply and further that the sale or use of the Goods by the Client would not infringe any patent, trade mark, trade name or registered design.

#### 17.0 Conditions of Clients Orders

17.1 The Supplier shall only accept the Client's order subject to the Terms and Conditions contained herein.

17.2 The Goods and or services described within the Suppliers quotation shall only be accepted on a Client's purchase order and shall not be subject to any subcontract order or terms or conditions thereof, or any other terms or conditions offered by the Client unless separately agreed in writing by a Director of the Supplier.

17.3 The Services are provided subject to the Client providing adequate welfare facilities and first aid provisions for use by the Supplier.

#### 18.0 Suppliers Quote

18.1 It is the responsibility of the customer or his agent to ensure that all quantities are correct, as the supplier cannot accept any responsibility for any variations that may exist. Any additional items to a quotation shall be chargeable.

18.2 Certificates that are pertinent to the actual system type shall be provided.

18.3 It is deemed that all areas are free of asbestos and the clients responsibility to declare the presence of asbestos containing materials. Should this not be the case, a clear asbestos report must be provided to enable the project to continue. Any variation to contract may be subject to additional costs.

18.4 Data sheets and manuals as provided by equipment manufacturers shall be supplied at the end of the project forming an Operation and Maintenance Manual. As fitted drawings shall be supplied if the customer has supplied suitable construction drawing in good time.

18.5 A Minimum of 4 Weeks notice is required from receipt of official purchase order prior to site attendance in order to comply with our Health & Safety Procedures.

#### 19.0 System Design

19.1 Any design undertaken by the Supplier which is associated with the Goods is based upon information and details provided by the Client and is carried out in good faith.

19.2 Details of documentation and details provided by the client upon which any design is based are set out in the Supplier's quotation.

19.3 In the event of the Client failing to provide the Supplier with all the details necessary to provide an accurate design the Supplier shall incur no responsibility or penalty for any failure associated with or arising from any design produced nor shall the Supplier be liable for any damages arising whether in contract or tort.

19.4 The Client is responsible for all design approvals including without limitation Fire Officer Licensing and Public and Local Authority approvals.

19.4.1 Any drawings or designs issued by the Supplier to the Client for approval shall be deemed to have been approved without reservation by the Client if no comment is made in respect thereof in writing within a period of fourteen days from the date of issue to the Client.

19.4.2 Responsibility for any failure of any design to meet any criteria shall rest with the Client or other person approving any design.

19.5 The Supplier upon receipt of written instructions from the Client will submit any of its designs for a system to the relevant Fire Officer Licensing Public or Local Authority for approval upon behalf of the Client.

19.6 Siting of alarm sounders on any design drawing of the Supplier is expected to give the audibility level required by BS5839. The Supplier cannot however guarantee the attainment of such audibility levels and upon completion of any installation and audibility test it may be found that additional alarm sounders may be required to meet the audibility level required.

19.6.1 In the event that additional alarm sounders are required to enable any installation to meet a particular standard the Supplier will supply them at prices ruling at date of dispatch upon receipt of the Client's supplemental order.

19.7 The Supplier shall not incur any liability for non compliance in the event that the performance of the Goods is affected by circumstances not made known to the Supplier at the time of issuing any design including without limitation the acoustic qualities of any structure, the siting of machinery plant furniture or fittings or the interior qualities or structure of any building.

19.8 In the event that additional work and or materials are required to any installation to achieve any particular standard in consequence of circumstances not made known to the Supplier at the date of its quotation that the Supplier shall be entitled to reimbursement for all such additional work and or materials.

## 20.0 Installation

20.1 The time required to enable the Supplier to provide its Goods and services to the Client is set out within the Suppliers quotation and shall not be subject to change unless specifically agreed in writing by the Supplier.

20.2 Any additional works required by the Client must be instructed to the Supplier in writing, within reasonable time, at a cost to be agreed in writing. Such additional works shall be fully chargeable by the Supplier, and the Client shall pay such additional costs in accordance with Clause 8

20.3 In the event that the Client fails to instruct the Supplier in accordance with conditions 20.1 and 20.2 above then the Supplier shall incur no responsibility for penalties or damages howsoever arising in consequence of such additional works either not being undertaken or their not being undertaken at any particular time.

20.4 The Client shall be responsible for providing the Supplier with unimpeded access to any premises where the Goods are to be delivered or provided with all services available to the Supplier to enable it to discharge its responsibilities effectively and on time.

20.5 The Suppliers quotation for any installation is prepared upon the basis of the following requirements namely that:

20.5.1 Electrical power and lighting to and for any works to be undertaken by the Supplier will be provided to the Supplier free of charge.

20.5.2 Scaffolding as necessary will be provided for the Supplier free of charge.

20.5.3 Use of welfare, storage and administration facilities on sites away from the Supplier's Head Office will be provided to the Supplier free of charge.

20.5.4 Builders work in connection with any of the Supplier's Goods and services will be provided free of charge by the Client including the cost of making good.

20.5.5 Containment equipment such as cable tray, trunking channels and the like will be provided free of charge by the Client for the Supplier's wiring cables and equipment.

20.5.6 The Supplier will only provide to the Client the documents stated within the Suppliers quotation.

20.6 In the event that the Client fails to issue to the Supplier a Practical Completion Certificate when any installation works are completed then the date of practical completion shall be deemed to be the date of setting to work the equipment supplied.

20.7 The Client shall witness that any installation by the Supplier works correctly and in accordance with the Client's requirements and that the installation is fit for the purpose required by the Client.

21.0 Commissioning

21.1 Where the Client is to fix goods provided by the Supplier and the Supplier is to Commission the Goods:

21.1.1 The Client shall complete, sign and deliver to the Supplier not less than fourteen days before commissioning is required the Supplier's form of application for Commissioning.

21.1.2 The Client shall ensure that the whole of the works to be commissioned are available to the Supplier to enable the Supplier to carry out the Commissioning works in one continuous operation.

21.1.3 The Supplier shall be entitled to charge and the Client shall pay the Supplier standing time and additional costs at the Supplier's stated daily commissioning rate or multiples thereof incurred if the works to be commissioned are incomplete or not available to the Supplier on the date stated for Commissioning or if the Commissioning works are delayed or interrupted.

21.1.4 The Supplier will carry out commissioning works during any normal working hours being 7.5 hours on weekdays between 0800 hours and 17.30 hours Monday to Friday inclusive.

21.1.5 In the event that the Client requires Commissioning works outside normal working hours it must issue to the Supplier an amendment to the Application for Commissioning. Commissioning works that take place outside the hours stipulated in 20.2 above, shall be chargeable at the Supplier's premium rate.

21.1.6 The Supplier's quotation for Commissioning is prepared upon the basis that there shall be provided by the Client free of charge to the Supplier for use by the Supplier's Commissioning Engineer:

21.1.7 Mains and Temporary power.

21.1.8 Scaffolding and access equipment.

21.1.9 Storage and welfare facilities.

21.1.10 As fitted installation drawing installation schematic drawings.

21.1.11 Installers test sheets and attendance by a representative of the Installer.

21.2 The Supplier shall not be required to complete any Commissioning works unless there is a representative the Installer present during the process of Commissioning.

21.3 The Client shall be responsible for witnessing the works of Commissioning and signature on completion certifying that he or she has witnessed the satisfactory

operation of the equipment system.

#### 22.0 Maintenance

22.1 The supplier may enter into a Service Level Agreement (SLA) with the Client for the maintenance of Equipment.

22.2 The SLA shall automatically renew twelve months after the initial period and continue to do so unless terminated by either party.

22.3 Should the Client have received a service visit within a twelve month calendar period, no refund shall be provided.

22.4 In the event the Supplier makes reasonable effort to arrange a maintenance visit, and the Client does not respond, the Supplier shall:

22.4.1 Continue to provide the services within the SLA including access to the Suppliers call out facility.

22.4.2 Invoice the customer the SLA price.

22.5 The customer acknowledges the Supplier maintains a level of staff and service provision to provide the other services, in addition to annual service visits, to the Client whilst the SLA is in force.

22.6 The Supplier reserves the right to amend the SLA price on an annual basis.

22.7 The Supplier reserves the right to change these terms and conditions during the SLA and shall give the Client at least 3 months notice.

22.8 The client may terminate the SLA by giving 3 months written notice.

22.9 A full set of Maintenance Terms & Conditions can be found at [www.solidstatesecurity.co.uk/terms-and-conditions](http://www.solidstatesecurity.co.uk/terms-and-conditions)

#### 23.0 Copyright

23.1 The Supplier notifies the Client that in the event that any equipment supplied by the Supplier is used in any public performance, playing or showing any copyright material in circumstances where the Client or any person authorised by them does not hold the appropriate license of the copyright owner then they may infringe copyright and become liable for so doing including in damages.

23.2 The Client represents and warrants to the Supplier that it will by accepting delivery of equipment from the Supplier have, hold or obtain the appropriate license for any such performance, playing or showing prior to using the equipment for such purpose.

23.3 In the event that the Supplier becomes aware that any equipment supplied by it is or may in its opinion be used in any way which infringes copyright it shall be entitled to notify the copyright owners or other responsible body of such use.

#### 24.0 Third Party

24.1 The Supplier shall not be responsible for nor shall they accept any penalties, costs or damages as a result of any undertakings from a third party.

24.2 The Supplier shall not accept or be required to accept any undertakings or conditions offered to the Client by or from any third party.

#### 25.0 Set Off

25.1 The Client shall not be entitled to set off any amounts due to the Supplier against any one contract against any other contract made between the Client and Supplier.

#### 26.0 Headings

26.1 The headings in these conditions are for guidance only and shall not be used in any way in the Interpretation of their meanings.

#### 27.0 Proper Law

27.1 These conditions and any contract of which they form part shall be governed and construed in accordance with English Law and the Client and the Supplier submit to the non exclusive jurisdiction of the English Courts.

#### 28.0 Errors - Omissions

28.1 In the event that any Quotation by the Supplier is found to contain an error or omission then the Supplier reserves the right to amend the same and shall be entitled to

reimbursement in consequence thereof.



