**Terms & Conditions**

**1. INTERPRETATION**

In these Conditions the following words have the following meanings:

| Word | Meaning |
|---|---|
| "the Buyer" | the person(s), firm or company who places an order with the company or otherwise agrees to purchase the Goods and/or the Services from the Company; |
| "the Company" | Atlas Fire and Security (NI) Limited; |
| "Conditions" | means these conditions of sale for Goods and Services as amended from time to time in accordance with Clause 2.2. |
| "Contract" | any contract between the Company and the Buyer for the sale and purchase of the Goods and/or the provision of the Services, incorporating these Conditions, following the Company's acceptance of the Order or delivery of the Goods or Services, whichever shall first occur. Any quotations, samples, drawings, manuals, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and Services referred to in them. They shall not form part of the Contract nor have any contractual force. This is not a sale by sample; |
| "Delivery Point" | the place where delivery of the Goods is to take place under condition 4; |
| "Goods" | any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them). |
| "Order" | shall mean the Buyer's order issued either in writing, by email or telephone, incorporating these Conditions. |
| "Services" | any installation or other service agreed in the Contract to be supplied to the Buyer in relation to the Goods. |

**2. APPLICATION OF TERMS**

2.1 Subject to any variation under Condition 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract. These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by a director of the Company.

2.3 Each Order for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods and/or Services subject to these Conditions.

2.4 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.5 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate and that any quotation issued by the Company interprets the Buyer's requirements accurately.

2.6 Any quotation is given on the basis that no contract will come into existence until the Company dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

**3. DESCRIPTION**

3.1 The description of the Goods shall be as set out in the Company's quotation. The Company shall be entitled to make alterations to such description provided that specifications and/or performance are not materially impaired thereby. The Company may substitute goods of equivalent specification and performance if for whatever reason the Goods are not available on the date scheduled for delivery.

**4. DELIVERY AND INSTALLATION**

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the address specified in the Buyer's order.

4.2 Any dates specified by the Company for delivery of the Goods or provision of the Services are intended to be an estimate and time for delivery of Goods or performance of Services shall not be made of the essence by notice. If no dates are so specified, delivery or performance will be within a reasonable time. Unless otherwise agreed in writing by the Company periods of time specified for delivery of the Goods or provision of Services shall commence on the date of dispatch by the Company of an acknowledgement of order to the Buyer.

4.3 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions or documents:

4.3.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence).

4.3.2 the Goods will be deemed to have been delivered; and

4.3.3 the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

4.4 The Buyer shall be liable for call-out charges and charges for waiting time (at the Company' s then prevailing rates) and costs and expenses incurred by the Company if the Company is unable to carry out the Services at the specified time or times because

(i) the Buyer has not provided appropriate instructions, access to the address at which the Goods are to be installed or undisturbed access to the relevant area where the Goods are to be installed, or

(ii) lack of suitability or compatibility of the Buyer's network connection, existing equipment, or premises, or

(iii) of any failure by the Buyer or any third party to carry out or perform any services or works necessary to allow the Services to be performed and the Company shall have no liability to the Buyer for any loss or damage caused in respect thereof;

4.5 If the Company fails to deliver the Goods or Services, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods or services of similar description and quality in the cheapest market available, less the price of the Goods or Services. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event.

4.6 The Company accepts no liability whatsoever for any consequences (express or implied) arising from any delay in delivery from any cause or for any loss or damage arising out of any such delay.

4.7 Unless otherwise specified in writing by the Company, where the Company has agreed to provide Services the Buyer shall be solely responsible for the safe storage of the Goods until installation commences and the provision of labour, materials, electricity, storage, lifts, hoists, scaffolding apparatus and safe secure accommodation as may be required in relation to the installation, and commissioning of the Goods.

4.8 The Buyer shall indemnify and keep the Company indemnified against all claims, costs, damages, proceedings, charges and expenses incurred or suffered by the Company arising out of or in respect of any personal injury (including death) to any employee servant agent of sub-contractor of the Company engaged in carrying out the Services or damage to any property of the Company which may arise out of the act neglect or default of the Buyer.

4.9 Where the buyer wishes the Company to use, or make any alterations of any kind, to facilitate provision of any Services, the Buyer shall at its own expense and risk and in advance of any works being carried out.

4.9.1 obtain all necessary consent, including landlord and other consents

4.9.2 carry out all necessary preparatory work, at the Buyers expense, to ensure the Company can carry out the work as specified and to ensure that this work can be performed in a safe and secure environment

4.9.3 the Company accepts no responsibility for any damage or interruption to Services as a result of Goods or Services supplied by any other supplier and the Company will apply the necessary charges to put right any damages or Service interruptions

**5. RISK/TITLE**

5.1 The Goods are at the risk of the Buyer from the time of delivery.

5.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

5.2.1 the Goods; and

5.2.2 all other sums which are or which become due to the Company from the Buyer on any account (including in respect of Services).

5.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

5.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

5.3.2 store the Goods safely (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

5.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and

5.3.5 hold the proceeds of the insurance referred to in condition 5.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

5.4 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

**6. TERMINATION**

6.1 The Contract will terminate immediately if:

6.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable), fails to remedy that breach within 7 days of that party being notified in writing to do so.

6.1.2 The Buyer fails to observe/perform any of its obligations under the Contract or any other contract between the Company and the Buyer

6.1.3 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it,

6.1.4 the Buyer is unable to pay its debts within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989 or the Buyer ceases to trade; or

6.1.5 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act 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 of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

6.1.6 the Buyer encumbers or in any way charges any of the Goods.

6.2 Termination of the contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this contract that existed at or before the date of termination.

6.3 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.4 A termination fee equal to 15% of the contract value shall be deemed payable in any instance where the Buyer notifies the company to terminate the Contract and the Company has not delivered or in anyway set about installing the goods.

**7. PRICE**

7.1 The price for the Goods and (if applicable) the Services shall be the Company's quoted price provided that quotations shall be valid for a period of 30 days and if a contract has not been formed within 30 days of such quotation it shall lapse.

7.2 The price for the Goods and the Services shall be exclusive of any value added tax and unless otherwise stated, include delivery.

7.3 The prices payable for the Goods shall be those referred to in the Contract.

7.4 Unless expressly specified otherwise in writing by the Company all prices are based on deliveries taking place and Services being rendered during the Company's normal working hours (8.30am to 5.00 pm) from Monday to Friday (excluding bank and other holidays when the Company is not open for business) and the Buyer shall be liable for additional charges at the Company's prevailing rate for any Goods delivered or Services provided outside such normal working hours. Prices quoted do not cover the removal of existing equipment, the carrying out of any other work (for example cutting away and making good wall surfaces, floors etc.) or redecoration.

**8. PAYMENT**

8.1 Payment of the price for the Goods is due within 30 days after delivery of the Goods and (where the Company has agreed to provide Services) payment for the Services is due within 30 days after the Goods are installed (the "Due Date") notwithstanding the Buyer's failure to accept delivery of the Goods or Services. Time for payment shall be of the essence.

8.2 No payment shall be deemed to have been received until the Company has received cleared funds.

8.3 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

8.4 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

8.5 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Ulster Bank Limited, accruing on a daily basis until payment is made, whether before or after any judgement, pursuant to the Late Payment of Commercial Debts (Interest) Act 1988 in respect of business to business contracts, or at 8% in respect of consumer contracts.

8.6 If the Buyer fails to pay any sum due, the Company shall be entitled to review all other contracts between the Buyer and the Company, The Company may, in its sole discretion, terminate or suspend the other contracts until payment is made.

8.7 If the Order is cancelled after the Company has accepted it, the Buyer will become liable to the Company for a cancellation charge. That charge will be calculated so as to recover only the direct and indirect costs incurred by the Company in connection with the Buyer's Order to the time of the receipt of notification of the cancellation.

8.8 If the Contract becomes impossible of performance or otherwise frustrated by the Buyer, the Buyer will be liable to pay the Company all costs, expenses, overheads and any loss of profit which the Company, its suppliers or sub-contractors have incurred, or for which there is liability under the Contract at the time of impossibility of performance or frustration. Any pre-payments which may have been made to the Company under this Contract shall be applied towards satisfaction of such sum as may become due to it under the foregoing provisions and the excess (if any) of such prepayments will be refunded.

8.9 The Company has a right to recover the goods in the event of non-payment and termination of contract as per clause 6.

**9. QUALITY**

9.1 The Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company by the manufacturer of the Goods.

9.2 The Company warrants that (subject to the other provisions of these Conditions) upon delivery and for a period of 12 months from the date of delivery or deemed delivery or (where the contract includes the provision of Services) from the date of completion of the Services or 18 months from delivery or deemed delivery whichever is the earlier the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994.

9.3 The Company shall not be liable for a breach of the warranty in condition 9.2 unless:

9.3.1 the Buyer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 21 days of the time when the Buyer discovers or ought to have discovered the defect; and

9.3.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business for the examination to take place there.

9.4 The Company shall not be liable for a breach of the warranty in condition 9.2 if:

9.4.1 the Buyer makes any further use of such Goods after giving such notice; or

9.4.2 the defect arises because the Buyer failed to follow the Company's or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

9.4.3 the Buyer alters or repairs such Goods without the written consent of the Company.

9.5 Subject to conditions 9.3 and 9.4, if any of the Goods do not conform with the warranty in condition 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company.

9.6 If the Company complies with condition 9.5 it shall have no further liability for a breach of the warranty in condition 9.2 in respect of such Goods.

9.7 Any Goods replaced will belong to the Company and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 12-month period.

**10. LIMITATION OF LIABILITY**

10.1 Subject to condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

10.1.1 any breach of these Conditions; and

10.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 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) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

10.4 The Company shall not, either before or after delivering the Goods or Services to the Buyer, be liable for any loss and/or damage caused by or arising from the use of any Goods otherwise than in accordance with instructions given by the Company from time to time, and shall not, in any event, be liable for any loss arising out of any cause beyond its reasonable control. The Buyer shall not use or permit to be used the whole or any part of the Goods supplied under this contract before they have been completed, installed and tested.

10.5 If the Goods are so used the Buyer shall indemnify the Company against any liability that should be incurred by the Company to any person whether arising directly or indirectly from such use.

10.6 Notwithstanding any other provision of the Contract, the Company shall not be liable to the Buyer by way of indemnity or by reason of any breach of contract or of statutory duty by reason of tort (including but not limited to negligence) for any loss of profit or income or for any indirect or consequential damage whatsoever may be suffered by the Buyer.

**THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 9.4**

10.7 Subject to conditions 9.2 and 9.3:

10.7.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the amount payable by the Buyer under the Contract; and

10.7.2 the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10.7.3 the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for

loss or profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract arising due to fraudulent activity from individuals or another Company, whether associated or not with the Company.

**11. ASSIGNMENT**

11.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

11.2 The Company may assign the Contract or any part of it to any person, firm or company.

**12. FORCE MAJEURE**

The Company reserves the right to defer the date of delivery of the Goods or performance of the Services or to cancel the Contract (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or

restraints or delays affecting carriers or inability or delay in obtaining supplies of Goods or adequate or suitable

materials ( a "Force Majeure Event"). Provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

**13. GENERAL**

13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

13.5 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**14. JURISDICTION**

14.1 This Contract will be governed and construed in accordance with the laws of Northern Ireland and the parties agree that the Courts of Northern Ireland will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

**15. COMMUNICATIONS**

15.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by email.

15.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

15.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

15.2 Communications shall be deemed to have been received:

15.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

15.2.2 if delivered by hand, on the day of delivery;

15.2.3 if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.