

# Cameratech Projects Limited - Terms and Conditions of Sale

## 1. Definitions

- a) In these Conditions 'the company' shall mean Cameratech Projects Limited
- b) 'The Customer' shall mean the person or persons, firm or limited company specified below
- c) 'The Goods' includes any security system installed by Cameratech Projects Ltd, service contract, or any other goods or service supplied by Cameratech Projects Ltd.

## 2. Price

- a) The Price of the Goods shall be the companies quoted price as specified in the quotation
- b) The Company reserves the right to increase the price of the Goods to reflect any increase in the cost to the company which is due to any factor beyond the control of the Company

## 3. Terms of Payment

Payment shall be paid in full on completion of the installation/design unless other terms agreed with the Company. The only discounts allowable to the Customer are those on the Companies quotation only and unless otherwise expressly agreed in writing, no other discounts or commissions are to become due or allow to the Customer. When payment of any of the companies invoices is overdue, the Company may suspend its performance of the contracts to which the invoice relates and/or any other contract then subsisting between the Company and the Customer. In the event of legal action being taken by the Company against the Customer for breach of payment obligations, hereunder, the Customer shall be responsible for all costs and disbursements incurred by the Company on a full indemnity basis.

## 5. Warranties and Liability

The Company hereby warrants that if any fault due to bad workmanship or faulty materials is proved within 12 months of the supply of the Goods to the Customer, then the Company will at its own expense replace or at its option repair the same. This warranty is subject to the following conditions:-

- a) The Company shall be under no liability if the total price for the Goods has not been paid by the due date of payment.
- b) The warranty/guarantee for all parts, materials or equipment falls under that of the manufacturer to the Company. The Customer therefore shall only be entitled to be the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- c) In relation to any of the Companies security systems neither this warranty nor any condition or term express or implied at Common Law or by statute shall effect if:
  - i) The Company cannot be held responsible in any way for damage caused to installed materials by a third party, including contractors and/or sub contractors. Any cost of rectification of such damage will be invoiced to the Customer and it will be the Customers responsibility to claim compensation from the third party.
  - ii) Goods warranty only applies to the Customer not to the third party and no liability or consequential damages in respect of any malfunctions arising from fair wear & tear, willful damage, negligence, misuse, abnormal weather conditions, modifications or repair of goods by unqualified personnel is accepted.

The commencement date of all warranties is the completion date of installation by the Company.

- d) The Company shall not be liable for any consequential loss or damage (whether loss or at profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company, its employees or agents or otherwise) when arise out of or in connection with the supply of Goods or their use or resale by the Customer except as expressly provided in these conditions.

- e) The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Companies obligations in relation to the Goods if the delay of or failure was due to any cause beyond the Companies reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Companies reasonable control:

- i) Act of God, explosion, flood, tempest, fire or accident
- ii) War or threat of war, sabotage, insurrection, civil disturbance or requisition
- iii) Acts, restrictions, regulations, byelaws, prohibitions or measures of any governmental, parliamentary or local authority.
- iv) Import or export regulations or embargoes
- v) Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party.
- vi) Difficulties in obtaining raw materials, labour, fuel parts or machinery.

- vii) Power failure or breakdown in machinery

f) Where the Goods are sold under the consumer transaction (as defined by the Consumer Transaction (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions.

## 6. Sub-Contractors

The Company reserves the right to employ sub-contractors of their choice in connection with any work carried out by the Company.

## 7. Customer Obligations

- a) The Customer shall provide access for installation/design and maintenance. Failure to do so may result in additional cost to the Customer.
- b) In the case of remote signaling systems (Monitoring/Police Call) the customer must provide British Telecom facilities any payment therefore.
- c) In the event of any defects in the Goods becoming apparent the Customer shall notify the Company within 24 hours.
- d) If the Company are called out to attend to the Goods due to operator error or interference the Customer shall be responsible for paying the Company call-out charges.

## 8. The Companies (Cameratech Projects Ltd) Obligations

- a) All installation/design work will be in accordance with the appropriate British Standard.
- b) The Company will provide call-out service
  - i) During the 12 months warranty
  - ii) Where there is a current maintenance agreement
  - iii) If the Customer agrees to pay the Company charges for such services, as provided by the Company.

## 9. Insolvency of Customer

- a) This clause applies if:
  - i) The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of) Amalgamation or reconstruction); or
  - ii) An encumbrance take possession or a receiver is appointed of any of the property of assets of the Customer; or
  - iii) The Customer ceases or threatens to cease to carry on in business; or
  - iv) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- b) If this clause applied, then without prejudice to any other right or remedy available to the Company shall be entitled to cancel the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement of arrangement to the contrary.

## 10. Risk and Title

Risk for all goods and the value of all services carried out shall pass to the Customer upon delivery and or installation of appropriate. The Customer shall insure them for not less than their full invoice value whilst they are in the Customer's possession and control. Title for all goods supplied shall remain the property of the Company until such time as the Customer has paid for the full value of the goods and any associated services. The Customer shall allow the Company immediate entry and access to all premises where goods are kept to allow the Company to re-possess them should the Company wish to do so.

## 11. Obligations Under the Data Protection Act

All data and information supplied to the Company shall remain strictly confidential and no information will be passed onto a third party.

## 12. Lightning or Related Voltage Surges

**Equipment malfunction caused by lightning or related voltage surges is specifically exempted from the warranty conditions of Cameratech Projects Ltd.**

Cameratech Projects Ltd. Reserves the right as to final determination of weather or not an equipment malfunction was caused by lightning or related voltage surges.

*Cameratech Projects Limited*

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