

ID Integrated Security Ltd - Standard Terms and Conditions
Revision / 4 /Updated - 01/01/2014
(A larger typeface copy of these terms is available upon written request)

Definitions

In this Agreement the following terms shall have the following meanings:

"Agreement"	means these terms and conditions and any Order Form or other attachment hereto;
"Authorised Representative"	means the person designated in writing as such by either party;
"Change Request"	a request for a change to the Goods and/or Services made by either the Customer or IDIS;
"Charges"	any fee payable by Customer to IDIS including without limitation those fees set out in an attached Order Form;
"Completion Date"	the date of delivery and/ or installation of the Goods and/or by which the Services will be performed by IDIS;
"Customer"	means the party named as such in an attached Order Form;
"IDIS"	means ID Integrated Security Ltd of 6 The Progression Centre, Hemel Hempstead, Hertfordshire, HP2 7DW;
"Delivery"	means the delivery of the Goods to Customer;
"Goods"	means the goods detailed in an attached Order Form and any other goods supplied to Customer by IDIS;
"Installation"	means the installation of Goods at the Location by IDIS;
"Location"	any Customer premises at which Goods are installed or Services are performed;
"Order Form"	a document named as such and attached to these terms; and
"Services"	any services requested by Customer to be supplied by IDIS including without limitation the services detailed in an attached Order Form.

Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1 Agreement

1.1 IDIS shall supply to the Customer the Goods and/or Services in accordance with an attached Order Form subject to the terms and conditions of this Agreement.
1.2 In the event of any ambiguity or conflict between provisions comprised in these terms and conditions, and the provisions comprised in any Order Form or attachment, the provisions comprised in these terms and conditions shall prevail.

2 Orders

2.1 All orders placed by the Customer are subject to written acceptance by IDIS.
2.2 If either party identifies a requirement for a change to its order in respect of Goods and/or Services, it shall send a Change Request to the other party detailing the change requirements. If sent by IDIS, the Change Request shall state the effect such a change shall have on the Order Form and Charges. If sent by Customer, the receipt of the Change Request by IDIS will constitute a request to IDIS to state in writing the effect such a change shall have on the Order Form and Charges. IDIS shall use reasonable endeavours to supply such information within 21 working days from receipt of the Change Request.

2.3 Where the implementation of a Change Request necessitates an increase to the Charges, the basis for calculating the additional cost for the change shall be IDIS's prevailing rates which are available upon written request to IDIS. The parties will then decide whether or not to implement the change. If the change is implemented, the amended order form and charges shall be deemed the Order Form and Charges for the purpose of this Agreement. If the change is not implemented, the Order Form and Charges shall remain in force unamended.

3 Charges

3.1 In consideration of IDIS supplying the Goods and Services the Customer shall pay to IDIS the Charges.
3.2 All Charges are expressed exclusive of all taxes, including without limitation value added tax, which shall be invoiced to and paid by the Customer at the applicable rate.
3.3 IDIS reserves the right upon 5 days' written notice to the Customer at any time before Delivery to vary the Charges to reflect any increase in the cost of Goods and Services to IDIS.

4 Payment

4.1 IDIS shall invoice the Customer for the Charges due at any time after the Completion Date.
4.2 The Customer shall pay all invoices no later than 30 days after the date of the invoice or as stated on the individual invoice.
4.3 All payments hereunder shall be made in pound sterling.
4.4 Without prejudice to any other right or remedy, IDIS may charge interest on any Charges due from the Customer to IDIS under this Agreement which are not paid by the due date, at a rate 4% above the base rate of HSBC Bank Plc. accruing daily from the due date for payment until payment in full has been made.
4.5 Any Charges which are periodic in nature are subject to annual review upon not less than 7 days' prior written notice from IDIS.

5 Delivery and Risk

5.1 Customer shall be solely responsible for arranging Delivery of Goods and liability for all transport, insurance, duties, clearances and other related costs, approvals and logistics.
5.2 Any dates quoted for Delivery of the Goods or supply of the Services are approximate only and IDIS shall not be liable for any delay in Delivery of the Goods or supply of the Services however caused. Unless otherwise agreed in writing by IDIS time for Delivery shall not be of the essence of this Agreement. The goods may be delivered by IDIS in advance of the quoted Delivery date upon giving reasonable notice to the Customer.
5.3 If the Customer fails to accept Delivery of the Goods or Delivery fails due to the Customer's failure to give IDIS adequate delivery instructions IDIS reserves the right to store the Goods until Delivery and charge the Customer all reasonable costs incurred including without limitation insurance and storage costs.

5.4 Customer agrees that IDIS bears no risk of damage to or loss of any element of Goods in transit.
5.5 Notwithstanding the passing of risk in Goods, title to Goods shall not pass to Customer until IDIS has received in cash or cleared funds payment in full of all Charges due for that order.

5.6 Until property in Goods passes to Customer IDIS may without notice require Customer to deliver up Goods to IDIS and, if Customer fails to do so, forthwith enter upon any premises of Customer (or any third party where Goods are stored) and repossess Goods.
5.7 Until property in Goods passes to Customer, Customer shall keep all Goods clearly identified and must hold the Goods as IDIS's bailee and keep them insured on IDIS's behalf.

5.8 Until property in Goods passes to Customer, Customer's right to possession of the goods will terminate immediately if Customer becomes insolvent.
5.9 Until property in Goods passes to Customer, if the Agreement between IDIS and a Customer is terminated then IDIS's right in clause 5 will remain in effect.

6 Warranty

6.1 Any defect in the quality or condition of the Goods or Services existing upon Delivery or supply (as appropriate) shall be notified by the Customer to IDIS within 7 days from the date of Delivery or supply or (where the defect or failure was not apparent upon reasonable inspection) within 7 days after discovery of the defect or failure. IDIS shall not be liable to Customer for any such defect or failure not notified within this time limit.
6.2 Should the Customer give valid notice to IDIS of any such defect in the quality or condition of the Goods or Services existing upon Delivery or supply, IDIS shall at its sole option replace the Goods or repeat performance of the Services (or, in either such case, the defective part) free of charge or refund to the Customer the Charges (or a fair proportion of the Charges).

6.3 Except as expressly provided in this Agreement no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of any goods or services provided hereunder will be assumed by IDIS and except as expressly provided in this Agreement all such warranties, conditions, undertakings and terms are hereby excluded. Without prejudice to the generality of this Clause 6.3 IDIS expressly excludes any responsibility or liability:
6.3.1 for any defect in Goods arising due to any drawing, design, specification or instruction supplied by the Customer;
6.3.2 for any defect in Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow IDIS's instructions, misuse or alteration or repair of the Goods without IDIS's approval;
6.3.3 for any defect in Goods or Services if the Customer has not paid all Charges upon the due date for payment; and
6.3.4 for any defect in Goods arising out of any failure by the Customer to walk test Goods as described in document supplied to the Customer.

6.4 The Customer acknowledges that (in addition to the limited warranty outlined in this Clause 6) any Goods supplied by IDIS may be subject to a manufacturer's warranty and, if so, the Customer shall be solely responsible for enforcing any such rights under warranty against the manufacturer.

7 Limitation of Liability

7.1 Subject to clause 8, the following provisions set out the entire financial liability of IDIS (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of the Agreement; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.
7.2 IDIS accepts liability without limit for death or personal injury caused by its negligence whilst performing its obligations under this Agreement or any obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
7.3 Subject to clauses 7.1, 7.6 and 7.7, IDIS' total liability to the Customer under or connected with the Agreement for:
(i) damage to the Customer's tangible property resulting directly from IDIS' negligence or that of its employees shall not exceed £10,000,000 for any one event or series of connected events;
(ii) any other loss or damage not covered by clause 7.2(i) shall not exceed 150% of the Charges paid by the Customer for the Goods and/or Services (as the case may be)

7.4 IDIS shall in no event be liable to the Customer for any of the following however and whenever arising:
• any indirect, consequential, special or punitive loss, damage, costs and expenses;
• loss of profit;
• loss of business;
• loss of reputation;

7.5 • depletion of goodwill; or
• loss of, damage to or corruption of data.
Each party agrees that the limitations of liability contained in this Agreement have been discussed, negotiated and agreed between the parties and satisfy the requirement of reasonableness within the meaning of sub-section 2(2) and Section 11 of the Unfair Contract Terms Act 1977.
7.6 IDIS does NOT exclude or limit liability to the Customer for fraudulent misrepresentation.
7.7 IDIS does NOT exclude the Customer's statutory rights.
7.8 **Force Majeure**

8.1 IDIS will be under no liability to the Customer for damage, delay or any other matters of that nature whatsoever arising from any event or action outside of its reasonable control, including, without limitation, war, rebellion, civil disturbance, strikes, lock outs and industrial disputes, fire, explosion, earthquake, Acts of God, flood, drought or bad weather or other act or order by any Government department, Council, or other constituted body ("Force Majeure") provided always that IDIS will use its reasonable endeavours (but without an obligation to incur cost) to minimise the period of disruption caused by Force Majeure.
9 **Termination**
9.1 Either party may terminate this Agreement by giving 30 days written notice where:
9.1.1 The other party commits any breach of this Agreement and fails to remedy such breach within 30 days;
9.1.2 The other party becomes bankrupt or compounds or makes any arrangement with or for the benefits of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution will be threatened or levied upon any property of the party entitled to serve notice hereunder or if the other party is unable to pay its debts in accordance with the law relating to the Agreement; or
9.1.3 Force Majeure continues for 3 months.

10 **Customer's Obligations**
10.1 The Customer hereby undertakes that it shall:
10.1.1 Make available to IDIS free of charge such facilities, information and office services as are necessary to enable IDIS to carry out its obligations under this Agreement;
10.1.2 The other employees and other independent contractors co-operate reasonably with IDIS in the exercise of its obligation under this Agreement;
10.1.3 Promptly furnish IDIS with such information and documents as it may reasonably request for the proper performance of its obligations under this Agreement;
10.1.4 Follow all IDIS advice confirmed in writing relating to the storage, installation and use of the Goods and Services;
10.1.5 Supply and install at their expense a suitable mains point for access and use by IDIS which complies with the current British Standard of Electrical Engineers Rules & Regulations. If the Customer requests IDIS to provide this service an additional charge may be made. IDIS will only use suitably qualified electricians when carrying out this work; and
10.1.6 Maintain appropriate insurance cover against "all risks" at the Location.
10.2 Without prejudice to the generality of clause 6 IDIS shall not be liable to the Customer for any failure by the Customer to discharge its obligations as set out in this Clause 10.

11 **Data Protection**
11.1 By completing this Agreement and submitting personal information ("Information") to IDIS, the Customer consents to its Information being processed by IDIS as follows:
11.1.1 IDIS will use Information to supply goods and services requested by the Customer and to supply marketing, administration and related services including such transfer of Information to employees, agents and third parties as required for these purposes.
11.1.2 IDIS may maintain a database or similar record of Information for marketing purposes and to enable IDIS to send the Customer relevant information from time to time. IDIS may transfer its business assets (which include Information) on re-organisation, sale or merger of the whole and any part of its business.
11.1.3 IDIS reserves the right to transfer such Information as required to obtain legal advice, comply with legal requirements, enforce or apply this Agreement and other agreements between the parties or protect the rights, property or safety of IDIS, its clients, customers and others.
11.1.4 If IDIS intends to transfer Information other than as set out above, the Customer will receive notice and be given the opportunity to decline the transfer.

12 **Third Party Rights**
12.1 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
13 **General**
13.1 This Agreement represents the whole agreement between the parties in respect of the matters referred to above and shall override any other prior verbal or written understandings except in the case of fraud.
13.2 No amendment to this Agreement shall be binding unless made in writing and signed by an Authorised Representative of both parties.
13.3 The Customer shall not assign, charge or otherwise transfer to a third party any of its rights or obligations hereunder, or hold any such rights or obligations on trust for any other person, without the prior written consent of IDIS
13.4 No waiver of any breach of the other party's obligations hereunder shall represent a waiver of the waiving party's rights hereunder or of any subsequent breach.
13.5 The parties respectively shall procure that any other necessary party shall execute and do all such documents, acts and things as may reasonably be required on or subsequent to completion of this Agreement for securing each of the obligations of the parties under this Agreement.
13.6 Any notice to effect suspension or termination of the whole or any part of this Agreement:
(i) shall be made in writing and either delivered personally or sent by first class recorded delivery to the party to whom the notice is addressed at its address as set out in this Agreement or such other address as any party may specify by notice in writing to the other;
(ii) In the absence of evidence of earlier receipt, notice shall be deemed to have been duly given:
(a) If delivered personally, when left at the address referred to in 13.6 (i);
(b) If sent by first class recorded delivery, at the time recorded by the delivery agent.
13.7 For the avoidance of doubt electronic mail shall be deemed to be "writing" for the purpose of this Agreement but this shall not prejudice the express requirements for Delivery of notices under clause 13.6.
13.8 If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
13.9 This Agreement shall be binding on and shall continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the parties hereto.
13.10 The parties respectively shall procure that any other necessary party shall execute and observed continue in full force and effect notwithstanding any expiry or earlier termination.
14 **Applicable Law**
14.1 This Agreement, and all non-contractual matters arising in connection with it, shall be governed by and construed in accordance with English law and each party to this Agreement submits to the non-exclusive jurisdiction of the English courts.