

SECURE ONE LIMITED - TERMS AND CONDITIONS

The headings used in these terms and conditions (the "Terms and Conditions") are for convenience only and shall not affect interpretation.

- 1 **Entire Agreement:** These terms and conditions (the "Terms and Conditions") shall apply in respect of your order for all goods and/or services requested from us by you. Save to the extent that these terms and conditions are varied or otherwise supplemented by us they shall constitute the entire agreement between us and shall prevail over your own terms and conditions. Where you deal with us as a consumer nothing in these Terms and Conditions shall affect your statutory rights.
- 2 **Your Order Request:** Your order shall be in the form as set out in Quotation Form 2 (the "Order Request"). A contract shall only be formed once we have notified you of our acceptance of the Order Request. Once we have provided our acceptance you shall pay us 50% of the price set out in the Order Request.
- 3 **Non-Reliance:** You agree that in contracting with us, you shall not rely on any representation, understanding or statement contained in any brochure, price list or sales literature or any other representation, (whether oral or in writing,) which is not included or referred to in either these terms and conditions or the Order Request. Unless otherwise confirmed by us in writing the quality quantity and description of the goods and/or services shall be as set out in the Order Request. You shall be responsible for ensuring that the terms of the order are accurate and complete.
- 4 **The Proposal:** We shall prepare a system design proposal (the "Proposal"), unless advised by you to the contrary. The Proposal is our recommendation of what is required to meet your specified criteria. It is your responsibility to ensure that the Proposal meets with any requirements set out by your insurers. Where it is requested that we are to supply goods and/or services to a specification supplied by you, you shall hold us harmless against all and any losses, expenses, damages and costs suffered by you as a consequence of your failure to purchase the system as detailed in the Proposal.
- 5 **Amendments:** In the event that you wish to make amendments to your order after work has commenced or you require us to undertake work which has not been specifically quoted for by us you will be liable for the cost of the additional work undertaken (including but not limited to the cost of repairing and or replacing any equipment to which goods to be installed by us are fitted and or otherwise connected).
- 6 **Maintenance contracts**
 - 6.1 **Term:** Where the contract formed is for maintenance of an alarm or security system such contract shall be for a term of 12 months. You shall be entitled to renew a maintenance contract for further periods of 12 months upon payment of our renewal invoice on or before its due date. We reserve the right to alter the Price at any such renewal date.
 - 6.2 **Additional Costs:** Under a maintenance contract the Price will not include the cost of any replacement parts unless our order acceptance confirms otherwise. If not so included we reserve the right to charge you the cost of any replacement parts in addition to the Price. Maintenance contracts do not cover any costs arising from an act of force majeure such term including (but not otherwise being limited to) storm damage, any act of God, fluctuations or interruptions in the power supply, damage caused by the customer or by the customer's negligence, wilful accidental or other damage by any other person animal or creature. We reserve the right to charge you for costs in addition to the Price arising as aforesaid.
 - 6.3 **Termination:** All maintenance contracts can be terminated at any time. Save where you owe monies to us a refund will be given for any unexpired period which you have paid for. We reserve the right to deduct an administrative charge equal to one month's cover (the "Admin Charge") before refunding any monies to you. If no monies are outstanding you will owe the Admin Charge to us as a debt.
- 7 **Information:** You will provide us (or such other third party as we may reasonably require though for the avoidance of doubt no telephone company is to be considered our agent) with all information reasonably requested by us so that we can supply the goods and/or perform the services including (but without prejudice to the generality of the foregoing) all information reasonably requested by us so that we may prepare a system design proposal and/or quotation.
- 8 **Attending your Premises:** Should we have need to attend your premises for any reason including (but without limitation to) the preparation of a system design proposal and or supplying the goods and or services, you will ensure that we, our servants and or agents have clear and unhindered access to those parts of your premises necessary for the supply of goods and/or the performance of services, ensure we, our servants and or agents are notified prior to attending your premises of any and all hazards which may affect our or their safety and notwithstanding prior notice of said hazards you shall ensure that we, our servants and/or our agents are able to work in a safe environment and be responsible for the safety of our equipment and or materials on the premises. The customer is responsible for providing means of access, materials storage requirements, and preparation of work areas before work commences including (but not otherwise being limited to) the removal and or protection of furnishings and fittings.
- 9 **Indemnity:** You agree to indemnify and keep us indemnified against all losses, expenses, damages and costs incurred by us as a result of your breach of these terms and conditions including (but not limited to) any injury or damage to any person or property howsoever arising as a result of negligence breach of duty or other act or omission of you, your servants, your agent or any other person or persons under your control including licensees.
- 10 **Installation:** Where we are to install items at your premises this shall be done solely at your risk. Before instructing us you shall be responsible for obtaining all necessary consents, permissions or licences in order for the items to be installed. It shall also be your responsibility to check that the surfaces to which the goods are to be attached situate below or otherwise embedded are clear of obstruction and effect clearance should this not be the case. While every effort shall be made to minimise any damage to your premises the fitting of the goods by our servants and or agents will be at your risk and cost save where any damage is occasioned solely by our negligence. When requested and at your own expense you agree to supply electricity to the goods installed.
- 11 **Acting in the Course of Business:** Where you act in the course of business you shall provide us with at least 14 days written notice of any change in your business (including but without limitation to change of ownership) or trading name. You shall further provide us with written notice of the dates and times when the office is closed. Please note that any interference with the installed goods outside of these stipulated times shall be considered unauthorised.
- 12 **The Price:** The price payable by you for the goods and/or services shall be the price set out in the Order Request. Any quotes we send to you are only valid for 30 days unless otherwise specifically agreed in writing. We reserve the right to withdraw any quote at any time before it is accepted by you, in which case you shall be notified in writing. We may at anytime whether before or during work, increase the price of the goods and/or services to reflect an increase in costs incurred by us howsoever occasioned. Unless otherwise confirmed by us in writing, all prices given are exclusive of Value Added Tax, duties, insurance, carriage, set off or abatement.
- 13 **Invoicing:** We shall invoice you for the price of the goods and/or services provided at any time after the work to be done is completed. Where we supply you with both goods and services we may invoice you separately for each. Where the goods or services are provided to you in instalments, while each instalment will constitute a separate contract, our failure to provide one or more of the instalments shall not entitle you to terminate the contract as a whole or withhold any payments due.
- 14 **Payment Terms:** We may in our absolute discretion offer credit terms to you. You warrant that in the event that credit terms are agreed you will make payments in accordance with the repayment schedule presented to you at that time. The remainder of these terms and conditions shall remain unaffected by use of this facility.

You shall pay the price in full and in cleared funds within 7 days of the invoice date, unless otherwise stated in written correspondence from us. Time shall be of the essence in respect to payment of our invoice. You shall not be entitled to deduct any amount from the Price by way of set off or counterclaim or for any other reason. If you do not pay the price set out in our invoice (the "Price") in full and in cleared funds within 7 days of its issue date (or within whichever timescale is operative) then, in addition to any other rights we may have, we shall be entitled to bring an action against you for the Price (even if possession of the goods has not passed

to you) and/or cancel the agreement between us and/or suspend any further deliveries to you and/or charge you interest on the outstanding amount at the rate of 8% per annum above the base rate of Barclays Bank plc calculated on a daily basis and this rate shall apply both before and after the issue of any legal proceedings we may take against you to recover any unpaid amount together with any charges incurred, including but not limited to bank charges, by us. Monitoring and or maintenance services may be suspended if your account is overdue and we will not be liable to you for any costs you may claim arose from this, see paragraph 18.

- 15 **Inspection of Work:** You shall be responsible for inspecting any work done for any defects. If any defects are discovered during this inspection, you must notify us or our representative immediately. Your acceptance will be made to us by virtue of you or your representative signing the handover checklist. Anybody presenting themselves to our representative as acting on your behalf in order to inspect the work done or accept delivery of the goods shall be deemed to be your representative and as such has all relevant authorities to sign the handover checklist confirming your acceptance of the work done.
- 16 **Risk & Title:** Risk in the goods will pass to you on installation. Title in any goods supplied by us to you shall not pass to you until we have received in cleared funds all sums due to us. Until ownership of the goods has passed to you, you will hold the goods on a fiduciary basis as our bailee and shall keep them marked clearly as belonging to us. We reserve the right to enter your premises and you shall grant us access to recover any goods supplied by us to you if payment is not made on the due date. Until all sums owing to us have been paid in full and in cleared funds you shall properly store, protect and insure the goods against loss or damage and in the event of a relevant claim shall hold the proceeds of such insurance on our behalf as our trustees.
- 17 **Recovery of Goods:** If you have not paid in cleared funds any invoice within 7 days of the date of that invoice, or if a receiver, administrator or liquidator is appointed in respect of your business, your right to possession of the goods shall end and we shall be entitled to terminate the agreement and you shall at your expense make the goods available to us and allow us to repossess them and in such circumstances you hereby grant us, our agents and employees an irrevocable licence to enter at any time any premises where the goods are stored to enable us to repossess or inspect them.
- 18 **Liability:** We hereby warrant that all services will be performed with all due skill and care and for a period of 12 months from the date of installation, unless otherwise stated, that the works performed will be free from defects and by way of remedy in respect of the services shall at our option either (1) repair or (2) replace or (3) offer a full or partial refund or (4) any combination of (1), (2) or (3) PROVIDED THAT
 - a. the defect was not capable of being apparent on inspection
 - b. the defect complained of is not due to an act or omission of you, your servants or agents or has been exacerbated by the same, any act of God, fluctuations in the power supply, wilful accidental or other damage by any other person animal or creature.
 - c. the system has been properly maintained and operated in accordance with our recommendations and or instructions and you notified us within 7 days of discovery of the defect
 - d. any goods alleged to be defective have been made available to us for inspection on our request
 - e. no attempt by any third party or you has been made to remedy the defect
 - f. we have confirmed the defect

No warranty, guarantee or other term relating to quality or fitness for purpose is given in respect of the goods and or services supplied by us but we shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given to us by any third party.

Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of this agreement for any loss of profit or any indirect or consequential loss, loss of goodwill, any destruction of data, damage, costs or expenses whether or not such losses were in the contemplation of the parties and at the date of this contract, which arise out of or in connection with the provision of the goods and/or services by us to you.

For the avoidance of doubt we shall not be liable for any loss or damage arising from any defect in or malfunction of any equipment installed at your premises or any signalling method used by the installed equipment to transport signals from the premises to any monitoring station, if any.

We shall not be liable for any loss or damage suffered by you howsoever arising following termination and or suspension of any contract between us.

We shall not be liable in any circumstances for any damage to or failure of the equipment installed caused by or in any way attributable to any failure of any connecting equipment (whether such connecting equipment is a telephone apparatus, or otherwise).

We shall not be liable for the failure of the Police authorities to respond to any unauthorised activation of the installed system where such failure is attributable directly or indirectly to your failure to provide us (or any third party authorised by us) with information requested.

Our entire liability under these terms and conditions shall be limited to the warranty set out above and shall not in any event exceed the price paid by you. The limitations and exclusions contained herein allow us to provide the goods and/or the services to you at the Price. If you require us to accept greater liability we may be prepared to do so subject to an agreement to an additional charge to reflect the increased risk and cost of insurance to us.

- 19 **Third Parties:** You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from any breach of these terms and conditions by you, including any third party liabilities incurred by us. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions.
- 20 **Time not of the Essence:** We shall not be liable to you or deemed to be in breach of the Agreement for any delay in performing, or failure to perform any of our obligations under these Terms and Conditions.
- 21 **Notices:** Any notice required to be given by either of us to the other shall be in writing addressed and posted first class to the relevant party's registered office or principal place of business and shall be effective on the third day of posting.
- 22 **No Waiver:** No waiver by us of a breach of any provision in these terms and conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 23 **Severability:** If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 24 **Termination Rights:** We may terminate the Agreement without penalty or compensation between us immediately if: you become unable to pay your debts or enter into compulsory or voluntary liquidation (other than for the purpose of affecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different entity shall agree to be bound by and assume your obligations under these terms and conditions); you compound with or convene a meeting of your creditors or have a receiver or manager or an administrator appointed of your assets or cease for any reason to carry on business or take or suffer similar action which in our opinion means that you may be unable to pay your debts; where you are in breach of these Terms and Conditions and such breach is not remedied within 30 days of notice being given of the same; an intervening force majeure event continues for greater than 1 month; the goods installed or the premises in on or at which they are installed is so substantially damaged or destroyed by fire or otherwise that we cannot reasonably continue providing the service. where variations in the work requested by you mean that the Agreement becomes no longer commercially viable for us. In such an event you will be charged our standard hourly rate for the work undertaken before termination.
- 25 **Governing Law:** These terms and conditions shall be governed by the laws of England and Wales.