



Terms and Conditions

1. These conditions apply to all contracts, orders and direct instructions placed with Fire Technology International Ltd (the Company going forward). Any amendment to these conditions or any other conditions which you seek to impose will be inapplicable unless expressly accepted by us in writing by a designated responsible person. Our quotations are not offers and no contract shall come into existence unless and until we have accepted in writing your order to carry out the service or supply the products specified in the quotation.
2. All contracts shall be deemed to incorporate these terms and conditions. No variation or addition to them shall form part of any contract unless specifically accepted by the Company in writing and signed by the designated responsible person. They shall override and take the place of any other terms and conditions in any other document or other communication used by the buyer in concluding the contract with the Company.
3. As descriptions, drawings, specifications, and other particulars however issued or given by us or on behalf of us are intended to present general idea only of the products and services and will not form part of the contract or give rise to any liability on our part unless we expressly agree to the contrary in writing.
4. We shall use all reasonable endeavours to deliver the products and/or complete the contract within the time agreed. We shall not be liable in any circumstances for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the products and /or the completion is not of the essence of the contract. Any time for delivery and/or completion of the contract (quoted or not) shall be extended by a reasonable period if delivery and/or completion of the contract is hindered or delayed by any reason not entirely within our control (including but not limited to industrial disputes or action whether at our plant or not and shortage of materials or components parts caused otherwise than by our fault) or by any instruction or lack of instruction from you. Discriminatory or punitive contra-charges will not be accepted in the event of client failure to instruct in a timely and correct manner.
5. The price quoted does not include Value Added Tax. The price payable by you will be increased by the value added tax payable (if any) in respect of the supply of goods or services hereunder. If you do not pay any amount within 30 days of the date of the invoice interest shall be payable by you on the amount outstanding for the period beginning with the due date and ending with the date of payment at the rate of 3% over the Barclays Bank PLC base rate. So long as any payment due from you to us is outstanding whether under the same contract or any other contract or transaction we shall be entitled to withhold delivery of products (even if the property therein has passed to you and/or they have been paid for) or suspend work on a contract. FTIL reserve the right to determine works and all other actions should payment not be received within the agreed terms of contract. This applies on a several basis and not in isolation to a single contract obligation.
6. Title in the goods do not transfer to the Customer until we have received payment in full of all sums then owed to us. Any and all surveys and pricing schedules (if applicable) remain the property of the Company until full payment has been received or a formal instruction to carry out the stated works within has been received. These

documents must not be published. Passed to a third party or competitor of the Company unless by prior and documented agreement. Details within the documents will not be made available as a form of pricing or investigative material to anyone other than the individual or responsible person within the requesting establishment who initially instructed our survey to take place. Intellectual property rights remain within the Company domain alone and are not to be shared by any other body or third-party.

7. The contract pricing schedule is based on the cost to the Company of materials, labour, transport and conforming to statutory obligations ruling at the date of quotation (or if there be no quotation, of your order). If between that date and the date of completion of the work, an increase occurs in any of those costs then the price shall be amended by the amount of such increase. In addition, you will pay to us any extra costs incurred as a result of delay in receipt by us of correct information required from you, variation or suspension of work by your instructions or due to your lack of instruction or outstanding payments or interruptions, alterations, delays, mistakes, work overtime or working usual hours for which we are not responsible.
8. The contract will only include such goods or services as we have specifically agreed in writing to supply or undertake. The price quoted or agreed only covers the provisions of safety equipment specifically stated in our quotation. When electric power is required, you are liable for the supply from your direct feed of utilities or specific utility access. Any requirement to carry out electrical wiring work to allow our works to be undertaken will be within the remit of the client unless already approved in the prior contract agreement.
9. Any notice which either party wishes to give under the contract shall be sent by prepaid letter post to the last known address of the other and shall be deemed to have been received within two days after the day of posting. Any reference to the date of notification shall relate to the deemed dates of receipt.
10. All payments and contractual agreements are held within the overall contract between the Company and the client. Quantum Meruit will not prevail should deferred payment or disagreement become apparent. The price submitted from the Company will remain from initial quote at tender stage.
11. The Company reserves the right to amend its terms and conditions of trade at any time without notice and a full copy of the updated terms and conditions of trade can be obtained from the company by request.
12. These conditions will be governed by and interpreted in accordance with English Law.