

FST Systems Ltd – Fire Compliance & Security can

Terms and Conditions

These Terms and Conditions apply to all contracts for the supply, installation, maintenance, and monitoring of fire and security systems by **FST Systems Ltd** (the "Company").

1. Definitions

- a. The Installation or System means the security or fire system equipment which is the subject of this Contract.
- b. The Company means FST Systems Ltd.
- c. Preventive Maintenance means inspection, testing and adjustment of the installation to confirm satisfactory operation or to identify any faulty items or processes to the Customer including monitoring if applicable.
- d. Corrective Maintenance means the repair of faults including those discovered during preventative maintenance work, or as a result of emergency call-out.
- e. Monitoring Price means the charge for 24-hour monitoring of the signals from the security or fire system which is the subject of this Contract and may be subject to increase as notified by our third-party supplier on a basis independent of maintenance price reviews. The transmitting device shall be deemed as on loan to the Customer and returned to the Company on termination of this Contract. The transmitting device shall be the Digital Communicator, FireSTU, RedCARE/GSM, DualCom, Emizon/GPRS, Webway or any other device that is linked to the Company's Alarm Receiving Centre (ARC).
- f. The Quotation Price is that price accepted by the Customer in the Contract.
- g. The Maintenance Contract Price is that price accepted by the Customer in the Contract and is subject to annual increases reflecting rises in the UK Consumer Prices Index (CPI) as published by the Office for National Statistics.
- h. The Maintenance and Monitoring Contract Period is initially 24 months and thereafter is automatically renewed at 12 monthly intervals unless terminated in writing by either party. The charge for the first 12 months is as quoted on the Contract and accepted by the Customer and commences initially on the date of handover of the installation or may commence on any anniversary of that date thereafter.

i. Warranty is the guarantee applied by the Company to new equipment included in the installation for 12 months from the initial Take Over date, or on the whole system if specified in writing by a Director of the Company.

j. The Customer means any company, firm, organisation, individual or agent thereof, to whom the Company's quotation or Contract is addressed.

k. Applicable Standards means those adopted by any approvals or regulatory organisation, Police, Fire and rescue service, by which the Company is being recognised or any Local Authority or Governing body or modification or replacement to that current at the date of this Contract.

2. General

Acceptance of the quotation includes acceptance of the terms on the Agreement (the Contract) and these Terms and Conditions as well as any which may have been added in the system design specification, which may specifically override these Terms and Conditions of trading and will take precedence if necessary for purposes of interpretation. However, nothing that is stated or implied in the Contract Terms and Conditions shall detract from the private consumer's statutory rights under the Consumer Rights Act 2015. Unless specifically accepted by the Company in writing, all other Terms and Conditions not contained in the Contract are excluded.

The Contract constitutes the entire agreement between the parties and supersedes any prior negotiations or representations. If any provision is held invalid, the remainder shall continue in full force and effect.

3. Basis of Quotation for Installation

a. Installation work is to be carried out during normal working hours, i.e. Monday to Friday 9.00 am to 5.30 pm (statutory holidays excepted). Any extension of such hours directly or indirectly caused by the Customer shall entitle the Company to charge any reasonable extra costs resulting.

b. Variations or additional work ordered by the Customer shall be charged on the basis of reasonable time and materials at rates and costs current at the time of such work (unless separately agreed in writing prior to the variations/additional work starting).

c. Unless otherwise specifically agreed, the quotation price does not include any extraneous work, making good, redecoration, carpet laying, building or carpentry work etc. and is subject to engineers having unhindered access to all areas where work has to be carried out.

d. Any item of equipment not sold to the Customer, such as the transmitting device shall be subject to these Contract Terms and Conditions.

4. Terms of Payment

The Customer shall pay 50% deposit on acceptance of the quotation and shall pay the outstanding balance of the quotation price and the first year's maintenance and monitoring cost on completion, prior to handover of the fobs, cards, keypad combination codes (as applicable) to the Customer. New equipment shall remain the property of the Company until all sums due by virtue of this paragraph have been received by the Company, but the Customer shall at all times be responsible for loss of and damage to the installation and equipment on site, before, during and after the installation work.

Payments shall be made within 30 days of invoice date. Late payments may incur interest at the rate specified under the Late Payment of Commercial Debts (Interest) Act 1998.

Price Adjustments

The Maintenance Contract Price is subject to annual increases applied in January reflecting rises in the UK Consumer Prices Index (CPI) as published by the Office for National Statistics. Any increase to the Monitoring Price will be applied in accordance with notifications received from our third-party supplier and may occur independently of maintenance price reviews. The Company will provide the Customer with at least 30 days' written notice of any such increases where possible.

5. Completion

a. The Company will use its best endeavours to effect completion of the Installation by the agreed completion date, but it cannot be held liable for any loss or damage resulting from delays due to causes beyond its control. The installation is deemed complete if the Customer accepts handover of the system.

b. It is the Customer's responsibility to ensure that procedures and separate payments required to complete the Installation including, other tradesmen, Permission to work, Health & Safety matters, Local Authority, Police or Fire service documentation for monitoring facilities (where applicable) are complied with.

6. Liability for Loss or Damage

a. The Company does not know, and shall not be deemed to know, the true value of the Customer's property or premises, and is not the insurer thereof. It is the customer's responsibility to ensure that their insurers are satisfied with their security precautions and that cover is in place.

b. Apart from death or personal injury caused by negligence, the aggregate liability of the Company and its staff for any breach of contract, breach of statutory duty or negligence arising out of this Contract, or presence at the Customers premises shall be limited to £100,000 per incident for any kind of loss or damage whatsoever. The Customer shall notify the Company in writing of any claims within 30 days of the occurrence giving grounds for such claims.

c. Although the installation is designed to the best of the Company's skill and knowledge to reduce the risks of loss or damage or to deter intruders (as the case may be) the Company does not represent or warrant that the installation, including detection and warning devices and monitoring facilities may not be neutralised, circumvented or rendered ineffective by the Customer, intruders or other unauthorised persons, and in such event it shall not be liable for direct or indirect loss or damage suffered by the Customer, intruders or other unauthorised persons.

d. The Customer or their agent is responsible for the contents of the property and for ensuring that it and any persons therein, are adequately protected. The Company has no control over the value or nature of the goods within the premises, or for the proper use of the alarm system or the suitability of the physical protection of the premises, and as such can accept no responsibility for the adequacy of the alarm protection.

e. Because of the previous sub-paragraphs a. to d. (inclusive), the Customer acknowledges that they should effect adequate Insurance cover at all times. The Company maintains public liability insurance of at least £5 million and recommends the Customer does likewise.

7. Guarantees

For one year from the date of handover the Company shall carry out replacement or repair of parts or faults free of charge on new equipment included in security and fire alarms (including call out) and to the applicable standards except for any such things made necessary by accidental, wilful or negligent act of any person (other than the Company and its employees), or by some other cause or peril beyond the Company's control. On all other types of systems, the equipment is guaranteed for one year, but labour charges will apply after 3

months of the handover date. Guarantees only apply to equipment supplied by the Company and do not include consumable items such as bulbs, batteries, printer ribbons or extinguisher parts such as seals, 'o' rings etc.

8. Ownership

Until full payment is received as referred to in Section 4 above, new equipment shall remain the property of the Company and the Customer irrevocably grants licence in the event of their default, to enter upon their premises to recover the same whether fixed or unfixed.

Nevertheless, until such recovery, the Customer remains liable to insure against loss and damage and take reasonable care of such items, and to pay the installer's reasonable costs of replacing or repairing the same, or any existing equipment, this shall also apply to the transmitting device deemed as on loan.

9. Company's Obligations

a. In consideration of the Quotation Price, specified and paid or to be paid by the Customer, the Company undertakes to install the system in accordance with the applicable standards adopted by the approvals or regulatory organisation by which the Company is for the time being recognised, to the best of its ability and that such equipment used in the installation shall be fit for the purpose intended.

b. In consideration of the maintenance and any monitoring Contract price specified and paid by the Customer on the date due and annually thereafter in advance, on the anniversary of that date to the Company, the Company will for the duration of the maintenance Contract period specified, carry out maintenance inspections of the Customer's installation together with other services where applicable as specified in paragraph 9d below.

c. These Contract Terms & Conditions and the combined quotation/sale and maintenance Contract document relate only to the Installation described in the system design specification, which is the subject of that document, and the maintenance provisions shall only apply if agreed between the Customer and the Company.

d. When the Contract document provides for maintenance service, the Company agrees, subject to reasonable access to the site and installation being available, periodically to inspect, test and adjust the installation and to carry out all necessary maintenance thereto on the number of visits set out in accordance with the applicable standards. To be carried out during normal weekday working hours, viz. Monday to Friday 9.00 am to 5.30 pm, upon giving reasonable notice to the Customer of any visit for this purpose. Additional specified services such as corrective maintenance, monitoring and key holding services for intruder and

fire alarm systems shall be available on a 24-hour basis and supplied at the request of the Customer.

The Company may subcontract any part of the work but remains responsible for its performance. The Company complies with health and safety laws and expects the Customer to do the same.

10. Customer Obligations

a. The Customer agrees to pay in addition to the quotation price and the maintenance and any monitoring price for the cost of remote resets and any works from time to time required to upgrade the installation to a state that complies with the relevant British or European Standards, Police requirements or approval body.

b. To pay for all necessary repairs and replacements to the installation unless these are covered by Warranties or Extended Warranties of the Contract.

c. Where the system has been installed so as to be linked with any monitoring service and where it has operated so as to register with such monitoring service then the Customer or their agent shall immediately, after becoming aware of the event, notify the Company so that they may remotely reset the system or call to carry out corrective maintenance as applicable.

d. Not to permit anyone (including the Customer themselves) other than the Company or its agents to test, adjust or interfere with the installation or any part thereof except for those routine procedures, which may need to be carried out by the Customer for the correct usage of the system. In the event of a breach of this provision the Company shall be entitled to terminate the maintenance contract forthwith upon its discovery. Such a violation shall negate any liability the Company has for the function and continuation of the system in its entirety.

e. To permit the Company's staff, agents and inspectors representing any approvals or regulatory organisation by which the Company is recognised from time to time to have access to the Customer's premises at all reasonable times.

f. Not to charge, pledge or otherwise deal with any of the Company's equipment or installation which has not already been sold or loaned to the Customer nor part with possession of the same or remove or permit it to be removed from the Customer's premises.

g. To notify the Company of any proposed structural alteration to the premises or any other modification which may affect the existing installation or system to which it may be linked.

Any extension to or alteration of the installation, which may thereby become necessary, shall be carried out by the Company at the additional expense of the Customer.

h. To notify the Company immediately following the appearance of any defects in the installation and permit the Company to remedy such defect.

i. To ensure that the external alarm sounder does not cause a nuisance as defined by current Noise Pollution legislation from time to time, arrangements must include an automatic device, limiting sounder duration and for two key holders to be available within 20 minutes.

j. The Customer is to obtain and pay for the telephone line or other telephone company apparatus required for monitoring or remote signalling (if any) as well as other necessary facilities, consents, permits, licences, way leaves or approvals required for installing the system.

k. The Customer must utilise the system test facilities prior to setting to prove functionality of the detectors, sensors and contacts and ensure that any loss of monitoring facility howsoever caused is dealt with by the appropriate organisation.

l. The Customer must take responsibility for the security of their property and the contents therein and accepts liability if they leave the premises without setting the system or sets the system with any loss of detection or monitoring facility howsoever caused.

11. Data Protection

The Company complies with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018. Any personal data processed in connection with the Contract (e.g., for monitoring) will be used solely for providing the services, and the Customer consents to such processing. The Customer may request access to their data by contacting the Company. For full details, see our Privacy Policy.

12. Intellectual Property and Confidentiality

All designs, specifications, and software provided by the Company remain its intellectual property. The Customer grants the Company a licence to use any information provided for the purposes of the Contract. Both parties agree to keep confidential any sensitive information disclosed and not to use it except as necessary for the Contract.

13. Termination of the Contract

Either party may terminate the Contract by giving not less than three months' notice in writing to that effect, to expire upon the day before the third anniversary or any subsequent anniversary of such Contract. In the event of such termination the Customer shall forthwith return to the Company any part of the installation, such as the signalling device which is on loan to the Customer from the Company. The Customer shall thereafter be responsible for making their own arrangements in regard to any monitoring or other continuing services which may be required, it being a condition that monitoring services will only be provided by the Company or its agent when a current maintenance Contract exists between the Company and the Customer. Even though the Contract may be terminated, the Company and its agents shall have the right upon reasonable notice to enter the Customer's premises to remove any equipment belonging to the Company and subject to reasonable disturbance only shall not be liable for any loss or damage thereby.

If the Customer is a consumer, they may have additional cancellation rights under the Consumer Contracts Regulations 2013 for off-premises contracts.

14. Force Majeure

Any failure by the Company to perform any of its obligations by reason of any cause beyond the control of the Company shall be deemed not to be a breach of this Contract.

15. Governing Law and Dispute Resolution

This Contract is governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales. The parties agree to attempt resolution through mediation before litigation.

16. Notices

Any notices under this Contract shall be in writing and sent by first-class post or email to the addresses provided in the Contract. Notices are deemed received 2 working days after posting or immediately if emailed.

17. Assignment

The Company may assign or subcontract this Contract without the Customer's consent, provided it remains liable. The Customer may not assign without the Company's written consent.

18. Compliance

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FST

Fire Compliance & Security

The Company complies with the Bribery Act 2010 and Modern Slavery Act 2015 and expects the Customer to do the same.

19. Important Note

Unless specifically stated in writing specialised plant and equipment for installation and servicing will be charged for over and above the quoted figures. This specialised plant and equipment include but is not limited to diamond drills, scissor lifts, cherry pickers, podiums, platforms.

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