

### TERMS AND CONDITIONS OF SALE

All goods or services manufactured and or supplied by or on behalf of Concept Gas Fire Suppression Ltd (hereafter referred to as the Company) are sold to the purchaser on the following terms and conditions.

1. Quotations are an invitation to treat only and any acceptance thereof by the purchaser constitutes an offer to buy only which the Company may accept or decline at its absolute discretion.
2. Payment for goods supplied and/or work carried out shall be settled within 30 days (strictly cash against invoice) unless otherwise agreed and all prices given are ex-works exclusive of value added tax or any other taxes, levies or duties which shall be borne by the purchaser at the current rate. The Company does not accept pay when paid contracts. Where the contract is to include for the installation of products the purchaser shall make monthly progress payments equal to the percentage of the work completed and/or materials delivered such percentage to be decided by the Company at its absolute discretion.
3. The Company reserves the right to charge interest on any payment not made within thirty days of invoice. The level of such interest charged will be 3% above the Barclays Bank base rate on all outstanding monies.
4. The title to the goods sold to the purchaser shall not pass to the purchaser until such goods have been unconditionally paid for in full. Until such payment is received the Company reserves the right to gain entrance to any premises to retake possession of its own goods. The goods shall be at the purchaser's risk once delivered according to his instructions or to his premises or collected by him, his servants or agents or acceptance thereof by the purchaser, his servants or agents if the goods remain on the Company's premises.
5. A Minimum charge of £50 applies to all orders.
6. Orders - All purchase orders must be fully accepted in writing by the Company, to be binding upon the Company. No purchase orders will be accepted by the Company unless it had approved the credit rating of the purchaser. A minimum 50% deposit is required with all Purchase Orders. Payment in full will be required for all export orders prior to dispatch and for where the Company have not approved the credit rating of the purchaser. The Company may, at any time after the creation of the contract alter or suspend credit terms or refuse to deliver to the purchaser or stop shipment or refuse to fulfil orders when in the opinion of the Company the financial status of the purchaser has become such that such action is warranted or when the purchaser has failed to make any previous payment due under the contract.
7. Delivery - whilst all reasonable effort will be made to meet anticipated delivery/installation dates these are estimates only and the Company will not be liable for delays beyond its reasonable control. All packaging and delivery charges will be payable in addition to the quoted prices unless stated.
8. Force Majeure - The Company will not be held responsible for breaches of contract beyond our control, i.e. third party strikes, lock outs or other industrial action, civil commotion, riot, war, fire, explosion and political interference etc.
9. The Company shall be entitled to assign any or all of its rights under the contract and to perform any of its obligations under the contract by employing sub-contractors.
10. Cancellation: in the event that an order placed with the Company be subsequently cancelled, the Company reserves the right to charge a twenty percent cancellation charge based on the full amount of the order, together with all costs incurred up to the date of cancellation including the cost of any material specially required to fulfil the order.

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11. Return of Material - No Concept Gas Fire Suppression Ltd products shall be returned to the Company without securing a "Return Material Authorisation" (RMA) number. All unused merchandise returned to the Company must be in good condition and shall be subject to a restocking charge of 25% of the contract price.
12. The Company undertakes to rectify any defects which are accepted by the Company at its discretion as arising from defective material or workmanship in any products manufactured by the Company, which under normal conditions of use develop within twelve months from the date of completion of the installation (or where the Company has not installed, from the date of dispatch) provided that:-
  - a. Immediate notice of defects is given in writing to the Company, and
  - b. The defective products are returned (Subject to discussion) to the Company carriage paid within twelve-months of the date of completion of the installation (or as applicable, from the date of dispatch), and
  - c. The equipment has been serviced / maintained by the Company.
13. Accidental damage, malicious damage and misuse of equipment will not be covered under any warranty. The Company does not accept liability for indirect or consequential losses.
14. The purchaser shall accept delivery of, unload and provide suitable protection for all materials delivered. The material so delivered (whilst remaining the property of the Company until paid for in full) shall at the risk of the purchaser after its entry upon the premises specified by the purchaser and the purchaser shall indemnify the Company in respect of any loss sustained thereafter.
15. Where site work is involved, all prices quoted are on the basis of continuous free access and unimpeded working during normal working hours and exclude other trades works unless otherwise agreed in writing. If for any reason the purchaser by his conduct renders the obligations of the Company impossible to perform or complete during the agreed normal working hours whether by any act or omission on his part or on the part of his employees or agents or sub-contractors the Company reserve the right to charge the purchaser in respect of any loss, damage, or charges which may be incurred by the Company as a result of the purchaser's conduct.
16. The contract between the Company and the purchaser shall be governed by English Law and only the English Courts shall have jurisdiction thereover.
17. In the event of the liquidation, receivership, insolvency, bankruptcy, or arrangement with creditors of or by the purchaser the Company, having given notice in writing, reserves the right to determine the agreement without prejudice to any existing claim.
18. Shortages or Damages - Purchaser's claims for shortages in deliveries must be made in writing within ten (10) days after receipt of shipment. Loss or damage to any of the Company product in transit is the sole responsibility of the carrier.
19. Patent Infringement - If the purchaser's drawings or specifications infringe upon any patent or trademark, the company will not be responsible for any claims or damages resulting from such infringement. Any dispute arising out of the meaning or interpretation or effect of these Terms and Conditions shall be referred to the decision of an independent arbitrator appointed by the President/Chairman for the time being of the FIA whose decision shall be final and binding on both parties and whose fees shall be borne by the parties equally.