



SOMER 2000

Incorporating SUTTON TRANSFORMERS

SECURITY SYSTEM SPECIALISTS
ELECTRICAL ENGINEERS

Somer Ref.: TMP21a

Date: 24.05.2018

Page 1 of 3

SOMER 2000 LTD. **TERMS AND CONDITIONS OF SALE**

1. These terms and conditions will apply to each and every contract entered into by Somer 2000 Limited ("the Company") and the Purchaser ("the Buyer").
2. All orders are accepted and goods supplied by the Company to the Buyer exclusively on the basis of these conditions and no employee, servant or agent of the Company has authority to accept orders on any other basis or to expressly or impliedly waive or amend these conditions.
3. No variation of these conditions will be valid unless made in writing and in the case of the Company signed by a person holding the rank of Director as at the date of signature.
4. The Company will accept orders by telephone or in writing but under no circumstances will the Company accept any responsibility whatsoever for errors arising from orders placed with the Company as a result of incorrect information being supplied by the buyer. The Buyer has sole responsibility for ensuring that orders are correctly communicated. All costs relating to carriage of the goods to the Buyer are the sole responsibility of the Buyer.
5. All goods manufactured and dispatched, or items sold by The Company against a Buyer's order may not be returned to the Company without the Company's prior consent. In the event that the Company does accept the return of any goods, the Company reserves the right to reject these goods on examination on return if, in the opinion of the Company, they are in unsatisfactory condition. The Company will not be responsible in any circumstances for any postage or other charges incurred by the Buyer in returning any goods. The Company will not under any circumstances accept the return of any goods in excess of 30 days after their delivery to the Buyer and such goods will be deemed to have been accepted by the Buyer.
6. Any goods supplied by the Company shall remain the property of the Company until the sale price has been paid in full by the Buyer and title in the goods shall be deemed to pass to the customer only upon such payment. Goods will be entirely at the Buyer's risk as from the date of delivery by the Company to the Buyer. If goods are not paid for by the Buyer on or before the date on which payment is due, the Company shall be entitled to immediate return of the goods and shall have the irrevocable right to enter by servants or agents onto the Buyer's premises where the goods are stored or believed to be stored for the purpose of repossessing them and subsequently reselling them.
7. While the Company will use its best endeavours to ensure delivery dates and completion dates are met no liability whatsoever will be accepted for late delivery or completion by the Company other than when the Company has expressly agreed in writing that the delivery or completion date shall be of the essence and in that event the Company's liability shall not exceed that stipulated in paragraph 13 of these Conditions.
8. The goods shall be paid for by the Buyer no later than 30 days following that of the invoice unless an alternative date is stated by the Company on the invoice itself in which case payment must be made by the Customer on that date.



Registered in England No. 02990131 Reg. Office Unit 26, Midsomer Enterprise Pk,
Midsomer Norton, Bath. BA3 2BB

Tel 01761 412727 Fax 01761 413354

Web www.somer2000.co.uk Email enquiries@somer2000.co.uk



Somer Ref.: TMP21a
Date: 24.05.2018
Page 2 of 3

SOMER 2000 LTD.
TERMS AND CONDITIONS OF SALE - *continued*

9. The Company shall be entitled to charge the Customer interest on the amount outstanding of any overdue account at the rate of 5% above the National Westminster Bank base rate from time to time in force.

10. Any Buyer wishing to open a credit account with the Company will be required to give 2 trade references and 1 Bank reference. The sufficiency of such references shall be entirely in the discretion of the Company and the Company reserves the right not to provide reasons why an application for credit has been declined.

11. Credit terms will be automatically suspended by the Company in the event that the account is overdue or may otherwise be suspended at the Company's discretion.

12. The Company reserves the right to terminate any credit account, which has not been used by the Buyer for a period in excess of 3 consecutive calendar months without prior notice to the Buyer.

13. The Company's total liability to the Customer whether for negligence (other than where such negligence causes death or personal injury), breach of contract, misrepresentation (other than fraudulent), failure of equipment supplied, failure of equipment installed, or otherwise will under no circumstances exceed the cost charged to the Buyer by the Company of any defective damaged or undelivered goods.

14. The Company will not be liable in any manner whatsoever for any form of consequential loss or damage claim however arising in respect of any product manufactured or supplied, or service supplied by the Company.

15. All conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are hereby excluded.

16. The Company shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods or services by the Company being prevented, hindered, delayed, or rendered uneconomic by reason of circumstances or event beyond the Company's reasonable control, including but not limited to act of god, riot, strike, lockout, trade dispute, labour disturbance, accident, breakdown of plant or machinery, or natural disaster which thereby affects supply of goods by the Company to the Buyer.

17. It shall be the entire responsibility of the Buyer to ensure that the goods or services shall be suitable for the particular application and for use under the particular conditions for which they are purchased. Any product information and publicity material which may be supplied by the Company or any supplier to the Company which indicates the suitability of the goods or services for particular applications is intended for general guidance only and shall not under any circumstances form a representation of the suitability of the product or service for any particular use for which it is put by the Buyer.

Somer Ref.: TMP21a
Date: 24.05.2018
Page 3 of 3

Conditions of trading for service/maintenance of security alarm equipment on customers' premises

N.B. These conditions are not intended to detract from the statutory rights of a private consumer.

THIS AGREEMENT is made on the date stated in the Schedule hereto ("the Schedule") between the parties named therein as "the Contractor" and "the Customer" subject to the following terms and conditions.

1. IN consideration of the "Contract price" specified in the Schedule and paid or to be paid by the Customer within 21 days of the date hereof to the Contractor, the Contractor will for the duration of the "Contract period" specified in the Schedule, carry out inspection and maintenance of the Customer's security installation and provide any other specified service, all as set out below.

2. THIS Agreement concerns only the Customer's equipment described in the Schedule as "the equipment".

3. THE Contractor agrees, subject to reasonable access to the site and equipment being available, periodically to inspect, test and adjust the equipment and carry out all requisite maintenance and repairs thereto on the number of visits set out in the Schedule in accordance with the relevant British Standard Code of Practice BS 5839 or any modification or replacement thereof current at the date of this contract, during normal weekday working hours (except where otherwise stated), viz Monday to Friday 9.00 am. to 5.30 p.m., upon giving reasonable notice to the customer of any visit for this purpose. Additional services such as various monitoring services and key holding shall also be supplied on a 24-hour basis if itemised under "Contract price" in the Schedule.

4. The Customer shall: –

4.1 Pay additionally for the cost of any works required to be carried out to the equipment owing to damage by usual insurance risks plus dampness, accident, misuse, unauthorised interference, neglect or structural alterations;

4.2 Pay any charges required by the telephone company, or any other periodic charges required by any other body or authority;

4.3 Pay for all necessary repairs and replacements to the equipment after the expiry of a period of 12 months from its original handover date;

4.4 Immediately notify the Contractor if the security system has operated so as to register with any Authority or monitoring service not under the control of the Contractor, so that the Contractor may reset the system

4.5 Not permit anybody other than the Contractor to adjust or interfere with the equipment or any part thereof. In the event of a breach of this provision the Contractor shall be entitled to terminate this Agreement forthwith upon its discovery.

4.6 Permit the Contractor's servants and agents to have access to the Customer's premises at all reasonable times;

4.7 Pay for all works or making good all redecoration which shall be requisite following the maintenance inspection, testing, adjustment or repair of the equipment (except where caused by negligence of the Contractor's servants or agents);

4.8 Not charge, pledge or otherwise deal with any of the Company's equipment or system, which has not already been sold to the Customer under any other Agreement between the parties; nor to part with possession of it or remove or permit it to be removed from the premises.

4.9 Notify the Contractor of any proposed structural alteration to the premises or any other modification, which may affect the existing equipment or system to which it may link. Any extension to or alteration of the equipment or system or installation, which may thereby become necessary shall be carried out by the Contractor at the additional expense of the Customer.

4.10 Notify the Contractor immediately of any defect appearing in the equipment and permit the Contractor to take such steps as it thinks fit to remedy such defect.

5. Either party may determine this Agreement by three months' notice in writing to that effect to expire upon any anniversary of the Agreement, in which case any unused balance of the charges already paid by the Customer (less reasonable administrative charges) shall be refunded to the Customer. In the event of such termination, the Customer shall forthwith return to the Contractor any part of the equipment, which is rented by the Customer from the Contractor, and the Customer shall thereafter be responsible for making his/its own arrangements in regard to any monitoring or other continuing services, which may be required.

6.1 The Contractor's liability shall be limited to performing the obligations set out in clauses 1 and 3 hereof.

6.2 The Contractor does not know, and shall not be deemed to know, the true value of the Customer's property or premises and is not an insurer thereof.

6.3 The Contractor shall not be liable for the fact that the equipment may fail to prevent loss (as the case may be) and does not represent or warrant that the equipment may not be neutralised, circum-vented or otherwise rendered ineffective unauthorised persons, and in such event the Contractor shall not be liable for loss or damage suffered by the Customer.

6.4 The Contractor shall not be liable for consequential or economic or financial loss suffered by the customer by reason of the equipment failing in any way.