

FIDELITY INTEGRATED SYSTEMS LIMITED

STANDARD TERMS AND CONDITIONS

GENERAL CONDITIONS

- 1) **Definitions**

"Company" means Fidelity Integrated Systems Limited and includes but is not limited to its servants, agents and sub-contractors.
"Customer" means the party defined in the "Tender".
"Contract Terms" means the terms and conditions detailed below and overleaf.
"Tender" means a quotation or estimate prepared by the Company for the Customer.
"Works" means the work to be executed as detailed in the Tender.
"Contract" means the agreement between the Company and the Customer (howsoever made) for the execution of the Works.
"Site" means the land, premises and other places on under in or through which the Works are to be executed and any other land, premises or other places provided by the Customer for the purposes of the Contract.
"Contract Sum" means the sum named in the Tender and agreed in writing by both the Company and Customer or by the Customer's written acceptance of the Tender and Contract Terms.
"Construction Plant" means any temporary plant or equipment brought to site by the Company not for incorporation in the Works.
- 2) **Validity**

a) Unless other terms and conditions are expressly accepted by the Company by a written amendment referring specifically to the term and condition to be amended and signed by a Director of the Company, the Contract Terms will be as set out below and overleaf and such Contract Terms shall not be varied by any conditions or purchase or Purchase Order issued by the Customer.
- 3) **Tender Acceptances**

a) Tenders are valid for acceptance 30 days from the date of Tender.

b) The acceptance by the Customer of a Tender will only create a Contract between the Company and the Customer upon the Customer's unequivocal acceptance of the Contract Terms as detailed in clause 2 above.
- 4) **Payment Terms**

a) All invoices are strictly net and must be paid within 30 days from date of invoice. If payment is not made in accordance with the above terms the Company reserves the right to suspend or abandon further work and deliveries of goods and materials and remove such unfixed goods or materials and Construction Plant from Site. The above are without prejudice to any other right or remedy which the Company may possess.
- 5) **Rates and Prices**

a) The Tender is calculated on the rates and prices of goods, labour, materials, sub-contracts, transport, taxed and duties ruling at the date the Tender was submitted to the Customer and on the Works being executed during the hours of 08:30 to 17:30 Monday to Friday inclusive.

b) The Company reserves the right to amend the Contract Sum to take account of duties and taxes.

c) The Customer will be liable for the following as variations to the Contract Sum:-
 - i) Additional work instructed by the Customer not included in the Contract Sum.
 - ii) Additional work required as a result of any matter of thing which at the date of Tender could not have been reasonably foreseen.
 - iii) Additional work or costs arising from inadequate or inaccurate instructions or drawings given to the Company by the Customer or any act of prevention committed by the Customer in the execution of the Works by the Company.

d) Any additional costs payable by the Customer as a result of the matters specified in clause 5(c) will be charged at rates and prices of goods, labour, materials, sub-contracts, transport, taxes and duties prevailing at the time the additional work is carried out together with a percentage in respect of overheads and profit.
- 6) **Ownership and Risk**

a) The property in goods and materials fixed or unfixed under the Contract will not pass to the Customer until the price for all such goods and materials and all other sums due from the Customer to the Company under the Contract have been paid in full.

b) All goods materials and Works fixed or unfixed on Site will be at the sole risk of the Customer unless damage to such goods, materials and Works shall be due to the neglect or default of the Company. The cost of repairing or replacing such goods, materials and Works lost or damaged not due to the neglect or default of the Company will be charged to the Customer in accordance with clause 5(d).
- 7) **Delivery and Completion**

a) The Company will complete the Works within the time agreed and if no time is agreed then within a reasonable time.

b) In no circumstances will the Company be liable for loss and or damage of any kind whatsoever caused directly or indirectly if completion of the Works is delayed by reason of events outside the Company's control including but not limited Act of God, war, national emergency, Act of Parliament, order regulation or law made under any statutory authority, industrial dispute, strike, lock out, civil commotion, fire, tempest, flood or failure to deliver or delay in delivery by any of the Company's sub-contractors or suppliers.
- 8) **Work Not Included**

a) Unless specifically so stated the Works do not include builders work including excavations, cutting away of walls, floors etc and forming bases.
- 9) **Customers Obligations**

a) The Customer will provide at his own expense secure covered storage and 240 volt single phase mains power.
- 10) **Guarantee**

a) The Company guarantees to either repair or at its own option replace any part of the Works that the Company is satisfied after inspection is defective under normal use and service for a period of 12 months from the date of commissioning of the Works providing that the Customer gives notice in writing of the defect becoming apparent.

b) The Company warrants that the Works will be reasonably fit for their intended purpose but does not accept any larger responsibility that this whether in negligence or otherwise.

c) The Company shall not be liable for any consequential loss or indirect loss suffered by the Customer whether this loss arises from breach of a duty in tort or in contract or in any other way (including loss arising from the Company's negligence) and in particular the Company shall be liable for any loss of or damage to the premises or property therein caused by burglary, theft, robbery or any unauthorised entry by reason of failure of the Works to operate or any inadequacy in the design or installation of the Works.

d) The Works are intended to only to reduce risks of loss and damage to property and injury to persons on the premises to the extent that this is practicable by use of such Works. The Company gives no undertaking to the Customer that the Works may not be compromised or circumvented or that the Works will prevent any loss by burglary, theft or otherwise and the Company gives no guarantee that any loss, damage or injury can and will be prevented by such use.
- 11) **Liability to Third Parties**

a) The Customer will indemnify and keep indemnified the Company against any loss or damage of whatsoever nature, including but not limited to death or injury to any person or persons and however arising, incurred or suffered by the Company by reason of any claims made by a third party for loss or damage which would not have been in direct contractual relationship with the Company under the Contract Terms. Provided always that this indemnity shall not apply where such loss or damage arises from any negligence or breach of the Contract on the Company's part.
- 12) **Specification**

a) The Works will be installed substantially as described in the Tender, however, the Company reserves the right at its absolute discretion to make reasonable changes during the execution of the Works, but such changes shall not lower the performance of the Works nor increase the Contract Sum.
- 13) **English Law**

a) The Contract Terms shall be governed and interpreted according to English Law and both the Company and the Customer hereby submit to the jurisdiction of the English Courts.