

The expression 'the Company' where used in these conditions shall, where the context so admits, mean Marcott Services Ltd, and includes any trading name thereof.

1) The adherents to these Conditions of Trading are referred to throughout as the Company and the Customer. All transactions are between the Company and the Customer as between principal and principal and are subject to the following conditions.

2) All accounts are payable forthwith on demand and are not subject to discount. In the case of accounts not paid on or before the last day of the month next succeeding the month in which the goods were invoiced by the Company, the Company reserves the right to charge interest from the expiration of such date at one (1) per cent per annum above the bank rate, but not less than six (6) per cent per annum.

Door sales call for a 50% plus VAT deposit with order unless otherwise agreed. For lower value items, namely spare parts, cash with order.

Save as provided in clause 3 invoices will be dated in accordance with the date on which the goods referred to on such invoices are deemed to have been received at the customer's premises, or other location agreed with the customer. Payment or accrual of interest shall neither prejudice proceedings for recovery of any account due, nor prejudice or waive any other right the Company may have.

3) In the cases where the customer desires delivery of goods to be delayed, the Company reserves the right to invoice its charges to the customer dated in accordance with the date on which the goods referred to on such invoices would have been deemed to have been received at the customer's premises, or other location agreed with the customer, had not such a delay occurred, in which event the conditions of clause 2 shall apply. If delivery instructions are not received within one month of their being ready for delivery, in that time the Company reserves the right to make a charge for storing, handling, insurance and any other such matters from the expiration of that period.

4) Contracts and quotations and any variation thereof are valid only when specifically made and confirmed in writing by the Company.

5) All current prices and quotations are subject to revision at any time without notice and the Company shall at anytime be entitled to determine the price schedule. Any price increase shall apply unless the order was received before the date on which the price increase came into force.

6) No deductions from its accounts will be allowed by the Company unless it has agreed to them.

7) Performance figures are given in good faith based upon the Company's experience and information provided to the Company by manufacturers; the Company will accept no liability if such figures are not obtained. The purchaser is deemed to assure responsibility that the capacity and performance of the equipment is adequate for its purpose.

8) Guarantee and Liability, Subject to this condition, the other conditions herein contained, and to any variation hereof expressly agreed upon in writing by the parties, any conditions, statements or warranties regarding the quality of fitness for any particular purpose of the equipment expressed or implied whether by statute or otherwise are hereby expressly excluded. Any equipment not manufactured by the Company included in any acceptance of order will be sold subject only to such conditions, warranties and guarantees as are given by the suppliers to the Company and which can be enforced by the Company against the supplier.

Notwithstanding, the Company agrees to repair or replace free of cost any part of the equipment supplied which is found to be defective within a period of eleven calendar months (or such longer period as may be agreed by the Company in writing) after the date of delivery provided that:

(i) Notification in writing of any defect in workmanship or material shall have been given to the Company forthwith upon it becoming apparent to the purchaser.

(ii) The equipment shall have been operated under normal operating conditions and by competent personnel, and

(iii) The part is shown to have been defective at the date of delivery and is promptly returned, carriage paid to the Company.

Any defective part replaced shall become the property of the Company on replacement and the Company accepts no responsibility for any defect or damage resulting from repairs or replacements made by the purchaser or by any agent of the purchaser during the guarantee period without the Company's written authority.

(iv) Subject as provided in this clause any other defect, damage, nuisance or interference whatsoever consequential or otherwise, or wastage of material resulting from or caused by or to the equipment supplied hereunder shall from the date of delivery be the responsibility of the purchaser and the Company accepts no liability whatsoever therefore.

9) It is neither expected nor accepted that payment to the Company by the Customer should in anyway be influenced by the paying performance of the Customer's customer to the Customer. The Company's trading terms re. payment (days) is agreed at contract stage and it is the Customer's responsibility to ensure that these are strictly adhered to.

10) All goods supplied by the Company have been subjected to rigorous quality control by the Company's supplier. It is the responsibility of the Customer to ensure correct installation and it is particularly recommended that a competent, qualified, and experienced electrician be responsible for the part of the installation that requires such knowledge. The Company, as stated above, shall repair or replace any defective part (see clause 8); however notwithstanding this occurrence, payment for the goods shall be in accordance with the payment terms stated by the Company at the outset.

11) The purchaser shall hold the Company harmless and shall indemnify the Company against liability for:

(a) Bodily injury (including death).

(b) Any Loss or damage to property (other than the goods supplied) sustained by any person or company and resulting from the goods supplied.

12) Title of goods will not pass until full payment has been made to the Company.

13) The foregoing conditions shall be construed according to the laws of England.

14) By ordering the Company's goods the customer will be deemed to have accepted these Conditions of Trading.