

Terms & Conditions of Sale

1. These Conditions

In these conditions the word "ADT" means ADT Systems Limited, the words "the customer" shall mean the person, firm or company purchasing or agreeing to purchase goods or services from ADT Systems Limited, the words "these conditions" shall mean the terms and conditions of sale set out herein, the word "goods" shall mean the subject matter of the contract including (but not limited to) all equipment, spare parts or other goods, the word "services" shall mean repairs or support services provided to the customer by ADT and the word "order" shall mean a purchase order in respect of goods or services issued by the customer to ADT by official purchase order, letter, email or facsimile communication together with all documents referred to in it.

ADT's quotations are not binding on the customer and a contract ("the contract") will only come into being upon acceptance by ADT of the order and the following conditions shall be deemed to be incorporated within the contract.

No cancellation of an order by the customer shall be valid unless made in writing and accepted in writing by ADT.

The contract will be subject to these conditions. All terms and conditions appearing or referred to in the order or otherwise stipulated by the customer shall have no effect.

2. The Goods and Services

Subject to the warranty contained in clause 6.1, all descriptions, drawings, and particulars relating to the goods or services in any catalogues, leaflets, brochures, web sites or other documents are for illustrative purposes only and do not form part of the agreement between ADT and the customer. All representations as to the performance of the goods are based on information supplied by the manufacturer or their agents of the goods and relate to their performance in normal conditions when used correctly. Unless otherwise expressly agreed, goods supplied will be in accordance with manufacturer's normal designs and specifications current at the date of manufacture or delivery. The supply by ADT of goods or services differing from any contractual or pre-contractual specifications or descriptions shall not be in breach of the agreement between ADT and the customer insofar as the goods or services are of approximately equivalent performance to the goods or services referred to in the specifications or descriptions.

3. Delivery and Risk

The time for delivery of goods and the performance of the services is not of the essence. Dates agreed for delivery or performances are estimates only and the failure by ADT to comply with them shall not be in breach of these conditions.

Unless the contract otherwise stipulates, risk in the goods passes to the customer when the goods are delivered to the customer either at ADT's premises or such other delivery point as agreed between the parties. ADT accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims or damage or loss in transit should be complied with.

Where the customer has arranged for collection of goods, risk will pass on the date that ADT has notified the customer that goods are ready for collection.

The customer is required to inspect the goods on receipt and to notify ADT in writing within 24 hours of any complaints or defects.

4. Property in the Goods

Notwithstanding delivery and passing of risk, title to the goods shall remain with ADT until payment in cleared funds has been received by ADT in full for those goods;

4.11 for any other goods supplied to the customer by ADT and;

4.12 of all monies due from the customer to ADT on any account, and the customer acknowledges that until such payment is made in full it is in possession of the goods solely as fiduciary agent and bailee of ADT.

4.13 Until payment in cleared funds has been received by ADT in full, the customer is licensed by ADT to use or to agree to sell the goods provided that the entire proceeds of any sale of such goods including insurance proceeds are held on trust for ADT and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as ADT's money.

4.14 Any resale by the customer of goods in which property has not passed to the customer shall (as between ADT and the customer only) be made by the customer as agent for ADT.

4.15 Until title to the goods passes to the customer under clause 4.1 the goods shall be kept separate and distinct from all other property of the customer and of third parties adequately insured and in good condition and shall be stored in such a way as to be clearly identifiable as belonging to ADT and the customer will not cause or permit or suffer any labels, badges, serial numbers or other means of identification of the goods to be removed or obscured.

4.16 at any time before title to the goods passes to the customer (whether or not payment to ADT is then overdue or the customer is otherwise in breach of any obligation to ADT), ADT may (without prejudice to any of its rights):

4.17 or the purpose of recovering all or any part of its goods enter upon the premises where they are stored or where they are reasonably thought to be stored (or authorise others to do so) and may repossess the same which the customer hereby authorises;

4.18 require delivery up to it of all or any part of the goods.

5. Price and Payment

Unless otherwise agreed, the price payable for the goods and services shall be shown in the current price list, or as quoted by ADT at the date of delivery of the goods or the date of performance of the services.

In other cases the price stated in the contract is based on the cost to ADT of raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the order or quotation (whichever is earlier). If at the date of despatch of the goods from ADT premises, or if at the date of carrying out the work, in either case if there has been an increase in all or any of such costs, the price payable for the goods or services may at the request of ADT be increased accordingly.

The price for the goods or services shall be, unless otherwise stated, exclusive of value added tax at the prevailing rate at the time of delivery and the cost of packaging and carriage which will be charged at ADT's standard rates.

Prices quoted are net and are in sterling unless otherwise agreed. All payments are to be made to ADT's address as stated on the invoice unless agreed otherwise.

All payments shall be made without deduction or set-off.

Where any contract provides for goods or services to be delivered or performed by installments which are separately paid for, such contract shall not be severable and failure by the customer to pay for or accept delivery or performance of any installment by the due date shall entitle ADT at its option to treat the whole agreement with the customer repudiated.

If the customer does not take delivery when requested payment shall be made 7 days after ADT has requested the customer to take delivery. Where the customer fails to take delivery of the goods ADT may arrange storage of the goods at the customer's risk and the customer shall be liable to ADT for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any of the right which ADT in respect of the customer's failure to take delivery of the goods or pay for them or the services in accordance with the contract. Time for payment is of the essence and if payment is not received within 14 days from the date of invoice ADT may require the customer to pay interest at 5% above the arithmetic average for each day of the published base rate of Lloyds TSB Bank Plc. ADT also reserves the right to suspend further deliveries and work on the same order and on any other order from the customer without prejudice to any other right ADT may have.

If payment should not be received within 30 days from the date of the invoice, ADT will be entitled to charge (in addition to interest and any legal costs ordered by the court and without prejudice to any other rights or remedies available to ADT) the sum of £45.00 + VAT by way of liquidated damages and as a contribution to the administrative costs incurred by ADT in taking steps to secure payment.

6. Warranty and Liability

6.1 ADT does not manufacture the Products (or where the Products comprise computer software does not publish or license the software) and subject to the conditions set out below in this Clause 6 ADT only sells the Products with the benefit of the manufacturer's warranty. Warranties are offered from the manufacturer on a pass-through basis to the end user or directly by the manufacturer to the end user.

6.2 ADT will accept liability for defective Products only to the extent that ADT is entitled to make a claim under the manufacturer's Dead on Arrival (DOA), warranty or other defective goods terms and actually obtains from the manufacturer a refund credit repair or replacement in respect of the defective Products. Processing of these defective Products shall be made according to the manufacturer's procedure and the instructions set out in Clause 6.4 below. ADT cannot and shall have no obligation to accept a return of and/or grant a credit for Product not compliant with the manufacturer's procedures.

6.3 ADT shall be under no liability in respect of any defect arising from fair wear and tear willful damage negligence abnormal working conditions failure to follow ADT's or the manufacturer's or publisher's instructions (whether oral or in writing) misuse or alteration or repair of the Products without ADT's approval.

6.4 ADT shall be under no liability under the above warranty if the total price of the Products has not been paid.

6.5 All warranties, conditions or other terms implied by common law or statute or otherwise in connection with the sale or supply of goods or goods or services (save, in the case of goods, as to title) are excluded to the fullest extent permitted by law.

6.6 Any claim by the Customer which is based on a defect in the quality or condition of the Products shall be notified to ADT's Customer Services Department. Upon notification of any such claim by the Customer ADT shall notify the Customer whether the policy of the manufacturer of the Products is to deal with the Customer direct (in which case the Customer shall deal with the manufacturer direct provided ADT gives sufficient details to enable the Customer so to do).

6.7 ADT shall not be liable to the Customer for any economic or financial loss or damage (including without limit any loss of profits, loss of revenue, liabilities incurred by the Customer to third parties relating to Products delivered or Services rendered by ADT, or additional expenses incurred or the cost of time spent) or any consequential, indirect, or special loss or damage costs expenses or other claims for consequential compensation whatsoever (including without limit loss of or damage to data or loss of goodwill) incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by the negligence of ADT its employees or agents or otherwise).

6.8 ADT's liability for direct loss or damage arising from damage to tangible property for which ADT is liable shall be limited to the VAT exclusive price of the relevant Product or Service. In no event shall ADT's liability exceed the maximum amount of ADT's insurance cover.

6.9 Nothing in these Conditions shall in any way exclude or limit any liability ADT may have for death or personal injury caused by its negligence.

6.10 ADT shall not be liable to the Customer or be deemed to be in breach of any Contract by reason of any delay in performing or any failure to perform any of ADT's obligation in relation to the Products or Services if the delay or failure was due to any cause beyond ADT's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond ADT's reasonable control:-

Act of God, explosion, flood, tempest, fire or accident;

Act of terrorism, war or threat of war, sabotage, insurrection, civil disturbance or requisition;

Acts restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or parliamentary or local authority;

Import or export regulations or embargoes;
 Strikes lock outs or other industrial actions or trade disputes (whether involving employees of ADT or a third party);
 Difficulties of ADT's supplier in obtaining raw materials labour fuel parts or machinery.

7. Termination

7.1 If any payment due to ADT is overdue by 60 days from the date of invoice or if the customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the court shall make an order that the customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the customer or if the customer suffers the appointment or presentation of a petition for the appointment of an administrator or if circumstances shall arise which enable the court or a creditor to make a winding-up order or if the customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the customer shall, in the opinion of ADT become impaired or if the customer shall commit any breach of any part of the contract ADT may without prejudice to its rights and remedies under these conditions stop all goods in transit and suspend further deliveries or performance of the services and by notice to the customer may terminate the contract immediately.

8 Force Majeure

8.1 ADT shall not be liable to the customer any delay in delivery or performance or failure to deliver or performance obligations if the duration of the delay is not substantial, or if the delay or failure is due to an act of God, fire, inclement or exceptional weather conditions, industrial action (whether at ADT's premises or elsewhere), hostilities, shortage of labour, materials, power or other supplies, contractors, governmental order or intervention (whether or not having the force of law) or any other cause whatsoever beyond ADT's control or of an unexpected or exceptional nature, and in such event ADT may elect by written notice to cancel any agreement with the customer or elect that the time for performance shall be extended until such time as ADT can reasonably effect performance.

8.2 No delay shall entitle the customer to reject any delivery or performance or any other installment or part of the order or any other order from the customer or to repudiate the contract or the order.

9 Waiver

9.1 If the customer shall be in breach of any of these conditions then the failure by ADT to require the customer to rectify the same shall not create any assumption that such a breach has been waived by ADT.

10 Intellectual Property

The customer shall indemnify ADT against all actions, costs (including the costs of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement of any patent, registered design, unregistered design, design right, copyright trademark or any other industrial or intellectual property rights resulting from compliance by ADT with the customers instructions, whether express or implied.

Registered Company Name.	Trading Title (If Different)
Address	
	Credit Limit Requested.
Signed on Behalf of the Customer.	Signed on Behalf of ADT Systems Limited.
Print Name.	Print Name.
Position	Position
Date.	Date.