

Automated AV Systems Ltd
Conditions of Sale

1. Definitions

In these conditions:-

“We” or “us” or “our” means Automated AV Systems Limited whose address and other details are as appear in the Quotation;

“You” or “your” means the customer whose address and other details are as appears in the Quotation;

“Quotation” is the quotation, of which the Conditions form part, for the sale to you of the Goods;

“Conditions” means these conditions;

“Goods” means the goods described in the Quotation;

“Installation” means the installation of the Goods by us in accordance with the Specification; and

“Installation Date” means the date on which installation is to take place as stated in the Quotation or agreed subsequently;

“the Site” means the place at which the Goods are to be installed.

“Specification” means the specification contained in the Quotation;

“Price” means the price stated in the Quotation excluding VAT;

“writing” does not include fax or text messages but does include e-mail where the intended recipient has acknowledged receipt.

2. Conditions applicable

2.1 The Conditions shall apply to the contract for the sale of Goods by us to you to the exclusion of all other terms and conditions, including any terms or conditions which you may purport to apply under any purchase order, confirmation of order or similar document.

2.2 Your acceptance of the Quotation shall bring into being a contract binding on both of us under which we agree to supply and install and you agree to buy the Goods subject to the Conditions.

2.3 Any variation to the Conditions shall be of no effect unless agreed by both you and us and confirmed in writing.

3. Price and payment

3.1 The Price is exclusive of VAT which shall be at the rate ruling on the date of our invoice.

3.2 The Price together with VAT shall be due as follows:-

50% on acceptance of the Quotation; 25% on delivery to you of the Goods and 25% within seven days of completion of Installation.

4. Interest on late payment

If any payment is not made by the due date we will be entitled to charge interest accruing daily at the rate of 2% per annum over the base rate of Svenska Handelsbanken AB (publ).

5. Purchase of Goods

5.1 On acceptance of the Quotation and payment of the first instalment of the Price we will order the Goods from the manufacturer or other supplier.

5.2 If we are unable to obtain the Goods or only at a price which is in excess of the Price we will notify you as soon as possible and re-submit the Quotation for the alternative goods or for the Goods at the increased price. If you accept the amended Quotation then for the purposes of the Conditions the alternative goods shall become the Goods and the increased price shall become the Price. Any balance required to make up 50% of the Price will become payable on acceptance.

5.3 If the circumstances described in 5.2 above apply and you are not willing to accept alternative goods or an increased price then the contract between you and us will end and we will refund to you within seven days any part of the Price, including any VAT, which you have already paid to us but without interest.

6. Warranties

6.1 The Goods which we will purchase and supply will be covered by the manufacturer's standard warranty the benefit of which will pass to you on payment of the Price in full.

6.2 We warrant that the Goods are suitable for the purpose as described in the Quotation but give no warranty as to the Goods themselves. In the event of a fault in the Goods developing after we have installed them unless the fault has been caused by faulty Installation you must rely on any warranty given by the manufacturer or supplier.

6.3 If during the twelve month period following Installation a fault occurs which is in any way attributable to Installation and you notify us before the expiry of that period extended by twenty-one days we will immediately investigate the fault and if it is attributable to Installation we will make the fault good at our own expense. Except where it can be shown the Installation was carried out negligently we accept no responsibility for any fault occurring after the expiry of the twelve month period referred to or for any fault occurring within that period which was not notified to us before the end of that period extended by twenty-one days.

7. Delivery of Goods and Installation

We will arrange for the delivery of the Goods to the Site either on or shortly before the Installation Date. If at your request the Installation Date is deferred for more than three months then we reserve the right to increase the Price in accordance with any increase in our standard rate for charging for similar work.

8. Preparations for Installation

8.1 Unless other arrangements have been made between us and agreed in writing it is your responsibility to ensure that the Site is in a condition such that the Goods can be delivered and safely installed by us in accordance with the Specification.

8.2 If you have arranged for the necessary cabling to be installed by a third party then it is your responsibility to ensure that the cabling is properly installed and ready to be connected to the Goods.

8.3 If on the Installation Date the Site or where applicable the cabling is not ready for Installation and you have failed to notify us that this would be the case at least twenty-four hours before the Installation Date we reserve the right to make an additional charge based on any abortive costs we have incurred.

9. Title and Risk

9.1 Risk in the Goods shall pass to you on their delivery to the Site and any damage or loss (other than that caused by us) will be your responsibility. We recommend therefore that you arrange insurance to cover this contingency.

9.2 All Goods shall remain our property until the Price has been paid in full.

10. Limitation of Liability

We do not accept liability for consequential loss arising from the faulty installation of CCTV equipment unless negligence on our part can be proved.

Our liability in respect of any claim for consequential loss arising from the faulty installation of CCTV equipment shall be limited to £250,000.

11. Notice

Any notice to be given with reference to this contact must be in writing and either delivered by hand or sent by first class post or sent in the form of an e-mail in all cases to our or your (as appropriate) address as appearing in the Quotation or as subsequently notified by you to us or by us to you.

12. Proper law of contract

This contract is subject to the law of England and Wales.