

**RAMTECH ELECTRONICS LIMITED  
TERMS AND CONDITIONS OF SALE**

**1. Definitions**

In these conditions the following words have the following meanings unless the context requires otherwise:

<b>“Agreement”</b>	means any contract between Ramtech and the Customer incorporating these conditions for the sale of Equipment and/or provision of Services;
<b>“Base Station”</b>	means the components defined as the “Base Station” in the Order Form;
<b>“Commencement Date”</b>	means the date of the Order Form;
<b>“Commission Date”</b>	means the date that in Ramtech’s opinion the Equipment can be used by the Customer;
<b>“Confidential Information”</b>	means any and all information acquired by the Customer about Ramtech’s business and/or given by Ramtech to the Customer and/or generated by the Customer from Ramtech’s confidential information;
<b>“Customer”</b>	means the person whose Order is accepted by Ramtech;
<b>“Equipment”</b>	means the Base Station, and the number of Units set out on the Order Form and all Units subsequently sold by Ramtech to the Customer under this Agreement;
<b>“Liability”</b>	means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
<b>“Licence”</b>	means the licence of the Software granted under this Agreement on the terms and conditions set out in clause 9;
<b>“Maintenance Services”</b>	means the services described in clause 10.4 of this Agreement;
<b>“Maintenance Services Start Date”</b>	means the first day of the month following the Commission Date;
<b>“Materials”</b>	means the materials which accompany the Software, including but not limited to manuals and instructions;
<b>“Order”</b>	means an order placed with Ramtech by the Customer for the supply of Equipment and/or provision of Services;
<b>“Order Form”</b>	means the order form signed by the Customer for the sale of the Equipment and/or provision of the Services by Ramtech;

<b>“Ramtech”</b>	means Ramtech Electronics Limited (Company Number 02538255) whose Registered Office is at Abbeyfield House, Abbeyfield Road, Nottingham, NG7 2SZ
<b>“Services”</b>	means installation, maintenance and/or repair of the Equipment and/or the Software and includes Maintenance Services;
<b>“Site”</b>	means the premises which are set out on the Order Form;
<b>“Software”</b>	means the version of the operating software in object code identified on the Order Form;
<b>“Unit”</b>	means an individual alarm unit;
<b>“Working Days”</b>	means any day which is not a Saturday, Sunday or statutory public holiday in England; and
<b>“Working Hours”</b>	means 9.00am to 5.00pm UK time on any Working Day.

## 2. **Basis of Agreement**

- 2.1 These conditions shall govern the agreement between the Customer and Ramtech to the exclusion of any other terms or conditions.
- 2.2 Orders placed by the Customer leading to a contract which is not expressed to be subject to these conditions shall still be subject to them.
- 2.3 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.
- 2.4 No variation to these conditions shall be binding on Ramtech unless agreed in writing between the Customer and a director of Ramtech.
- 2.5 The Customer acknowledges that the Customer does not rely on any representation and/or warranty that has not been made in accordance with these conditions.

## 3. **Orders and Agreement**

- 3.1 Ramtech shall have the right to refuse to accept any Orders.
- 3.2 The Customer shall be responsible for the accuracy of an Order and for giving Ramtech all information necessary for Ramtech to perform its obligations under this Agreement.
- 3.3 The Agreement between the Customer and Ramtech shall come into effect on Ramtech’s acceptance of the Order.

## 4. **Delivery and Installation**

- 4.1 Dates for delivery and/or installation of the Equipment and/or provision of Services are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond Ramtech’s reasonable control.

4.2 Ramtech shall endeavour to deliver the number of Units ordered but this is dependent upon stock being available. Ramtech shall not be liable for short delivery. Ramtech will only invoice the Customer for the quantities of Units delivered.

4.3 The Customer shall procure that Ramtech has free right of adequate and safe access (on reasonable notice) to the address for delivery for the purpose of delivering the Equipment.

## 5. **Price and Payment**

5.1 The price of the Equipment shall be as set out on the Order Form or as otherwise agreed between Ramtech and the Customer.

5.2 Ramtech's prices are exclusive of any applicable VAT for which the Customer shall be additionally liable.

5.3 Ramtech may charge an additional charge for products and services for which Ramtech is not liable under this Agreement.

5.4 Ramtech's terms of payment are net cash within 30 days of the date of Ramtech's invoice. Time for payment shall be of the essence.

5.5 If the Customer fails to make any payment in full on the due date Ramtech may charge the Customer any additional administration costs and/or interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of Ramtech's bank compounded with monthly rests.

5.6 Any monies received by Ramtech from the Customer may be applied by Ramtech at Ramtech's option against any additional administration costs and/or interest charged prior to application against any principal sums due from the Customer in any order.

5.7 The Customer shall pay all sums due to Ramtech under this Agreement without any set-off, deduction, counterclaim and/or any other withholding of monies.

5.8 Payment shall not be deemed to be made until Ramtech has received either cash or cleared funds in respect of the full amount outstanding.

5.9 Ramtech shall be entitled to render an invoice for the Equipment to the Customer any time on or after delivery of the Equipment.

5.10 If payment is not made to Ramtech when due then Ramtech may withhold or suspend performance of any of its obligations under this Agreement or any other agreement with the Customer.

## 6. **Modifications**

6.1 The Customer shall not make any modification to the Equipment or its packaging, nor alter, remove or tamper with any trade marks, trade names, markings or names affixed to or used in relation to the Equipment.

## 7. **Back Up Data**

7.1 The Customer is solely responsible for backing up the data processed by and/or created using the Equipment and Ramtech has no liability for any lost data.

## 8. **Services**

8.1 The Customer will allow and/or procure free rights of adequate and safe access for Ramtech's employees, sub-contractors and/or agents to enable them to provide the Services.

- 8.2 The Customer will ensure that the Site where the Services are to be provided is cleared and prepared before the Services are due to commence and that the environment in which the Services are to be performed comply with all relevant legislation and/or regulations including relevant health and safety law. The Customer will communicate all relevant health and safety policies relevant to the Site to Ramtech's employees, sub-contractors and/or agents visiting the Site including fire alarm policies/procedures.
- 8.3 Subject to clauses 8.1 and 8.2, Ramtech agrees to install the Equipment.
- 8.4 It is specifically agreed by the Customer that the Services will be carried out by Ramtech's employees, sub-contractors or agents and that the Customer will not allow any of its employees or any third party to carry out any part of the Services on the Equipment.

## 9. **Licence**

- 9.1 The Software is required for the Base Station to function and Ramtech will install the Software at the same time as installing the Base Station.
- 9.2 Ramtech owns the copyright and all other rights in the Software and Materials and these comprise Confidential Information proprietary to Ramtech. Ramtech does not sell any rights in its Software and Materials rather, it grants the right to use the Software and Materials by means of this Licence. The Customer acknowledges that Ramtech specifically retains title to all Software and Materials.
- 9.3 Ramtech grants to the Customer for the duration of this Agreement a non-exclusive, non-transferable licence to use the Software on and to operate the Base Station at the Site and to use the Materials to operate the Software and the Base Station at the Site on the terms of this Licence.
- 9.4 The Customer shall not use the Software with any equipment or operating systems other than the Equipment, nor for any purpose other than to operate the Equipment in the normal way. The Customer shall not permit use of the Software and/or Materials in any manner which in any way prejudices Ramtech's legitimate interests or conflicts with the normal exploitation of the Software by Ramtech.
- 9.5 Except as expressly authorised in these terms, copying the Software is expressly prohibited. The Customer may make one copy of the Software solely for backup purposes and the Customer must reproduce and include Ramtech's copyright notice on the backup copy. The Customer may use the Software solely for the purposes of operating the Base Station and shall maintain the Software as confidential and not disclose the same to any third party without Ramtech's prior written consent.
- 9.6 The Customer shall not alter or modify the whole or any part of the Software nor merge any part of the Software with any other software nor, save to the extent and in the circumstances expressly permitted by law, create derivative works from or reverse engineer or decompile or disassemble the Software or attempt to do any of these things. Components of the Software may not be separated from the Software and used without being separately licensed by Ramtech.
- 9.7 The Customer shall not alter, obscure, remove, interfere with or add to any trade marks, trade names, markings or names affixed to or contained within the Software and/or Materials.
- 9.8 The Software is licensed only to the Customer and may not be transferred to anyone without the prior written consent of Ramtech or leased, rented, sold or otherwise disposed of by the Customer either temporarily or permanently. If the Customer

wishes to transfer this Licence the Customer must seek prior approval from Ramtech. Any authorised transferee of the Software shall be bound by the terms and conditions of this Licence. Ramtech shall be under no obligation to approve any proposed transfer and shall not be obliged to give any reason why it declines to approve any proposed transfer.

9.9 This Licence is effective until terminated. This Licence will terminate automatically without notice from Ramtech if:

9.9.1 the Customer fails to comply with any provision of this Licence;

9.9.2 this Agreement is terminated; and/or

9.9.3 any transfer of the Software is approved by Ramtech.

9.10 Upon termination the Customer agrees to cease use of the Software, all copies of the Software and all Materials and agrees to deliver up to Ramtech all such Software, all copies of the Software and all Materials and to destroy all Software and all copies of the Software which cannot be delivered up.

9.11 Ramtech may create, from time to time, updated versions of the Software and/or Materials. Ramtech will provide the Customer with such updates as it makes generally available to customers free of charge. Updates do not include new versions of the Software which Ramtech licences separately from the Software and/or offers only for an additional fee.

## 10. **Maintenance Services**

10.1 Ramtech shall provide Maintenance Services at no cost to the Customer from the Commission Date until the first anniversary of the Maintenance Services Start Date.

10.2 The price of the Maintenance Services shall be as set out on the Order Form, subject to clause 10.5.

10.3 Ramtech will supply the Maintenance Services providing that the Customer pays all charges due under this Agreement.

10.4 Maintenance Services are:

10.4.1 the repair or replacement where necessary and/or the maintenance in good working order of all Equipment whose date of manufacture or Commission Date is less than 7 years before the Maintenance Services are required, including the provision of all parts and labour which are reasonably necessary to maintain the Equipment in good working order; and

10.4.2 the repair or replacement where necessary and/or the maintenance in good working order of all Equipment whose date of manufacture Commission Date is more than 7 years before the Maintenance Services are required, including the provision of all labour but excluding the provision of all parts which are reasonably necessary to maintain the Equipment in good working order;

excluding the exceptions under clauses 10.17 and 13.1.

10.5 Ramtech may vary the price of the Maintenance Services by rendering an invoice to the Customer setting out the new price.

- 10.6 Ramtech shall be entitled to render an initial invoice to the Customer any time before on or after the Maintenance Services Start Date. Ramtech shall be entitled to render subsequent invoices to the Customer 30 days before each anniversary of the Maintenance Services Start Date.
- 10.7 If the Customer cancels the provision of the Maintenance Services part way through a year, there is no obligation on Ramtech to refund any charges paid by the Customer for the Maintenance Services.
- 10.8 Any Equipment or part requiring repair or replacement for which Ramtech is not liable under the Maintenance Services will be charged at Ramtech's then current prices. All services including diagnosis, inspection, repair and/or re-installation of such Equipment and/or parts will be charged at Ramtech's then current prices.
- 10.9 In the event of a defect becoming apparent or suspected, the Customer should telephone Ramtech within Working Hours and Ramtech will endeavour to respond to the Customer by telephone on the same Working Day. Time is not of the essence.
- 10.10 The Customer must follow up any telephone call reporting a defect in writing, by post or facsimile. Ramtech is not obliged to respond to any report of a defect until it receives such written notice.
- 10.11 Ramtech will endeavour to fix defective Equipment by giving the Customer telephone advice.
- 10.12 If the problem cannot be resolved by telephone, Ramtech shall provide a service engineer to inspect the defective Equipment:
  - 10.12.1 if, in the sole opinion of Ramtech, the defect is not serious, during the next scheduled visit by Ramtech to the Site; or
  - 10.12.2 if, in the sole opinion of Ramtech, a speedier response is required than that provided under clause 10.12.1, Ramtech will endeavour to provide a service engineer to visit the Site to inspect the defect within the next two Working Days. Time is not of the essence.
- 10.13 Ramtech will make all repairs or replacements for which it is liable under this Agreement as quickly as possible.
- 10.14 If the service engineer's diagnosis reveals that the defective Equipment is not within the Maintenance Services and that Ramtech is not liable for repair and/or replacement as Maintenance Services, Ramtech may charge for any work undertaken up to that point, including diagnosis at Ramtech's then current prices.
- 10.15 There is no obligation on Ramtech to respond to the Customer or attend the Site outside Working Hours. If the Customer requests that Ramtech attends the Site or responds to a defect outside Working Hours, there will be an additional charge for the Customer to pay.
- 10.16 Where Ramtech is liable to repair or replace the Equipment or any part, if it is necessary for Ramtech to remove part or all of the Equipment, Ramtech will endeavour to lend any Equipment to the Customer to allow continuation of the use of the Equipment.
- 10.17 Maintenance Services do not include:
  - 10.17.1 upgrading the Software to a new version;
  - 10.17.2 relocating Equipment already installed;

- 10.17.3 and/or reprogramming Equipment required due to downpowering of the Site; and
- 10.17.4 provision by Ramtech of everyday consumables used with the Equipment, including but not limited to paper, ink, printer ribbons and cartridges.

## 11. **Property And Risk**

- 11.1 Risk in the Equipment shall pass to the Customer at the time of delivery of the Equipment to the Site.
- 11.2 Ramtech shall retain title and ownership of the Equipment until Ramtech has received payment in full in cash or cleared funds of all sums due and/or owing for all Equipment supplied to the Customer by Ramtech under this Contract.
- 11.3 Until payment in full of the price for all Equipment supplied to the Customer is received by Ramtech the Equipment must be clearly marked and identified as being Ramtech's property. The Customer agrees that Ramtech's employees, sub-contractors and/or agents shall be entitled to enter the Customer's premises to check compliance with this clause.
- 11.4 Until title in the Equipment has passed to the Customer the Customer shall keep the Equipment insured for the price at which the Equipment was sold to the Customer against all insurable/normal risks and shall procure that Ramtech's interest is noted on such policy of insurance. Any monies received from the Customer by Ramtech in accordance with this clause shall not discharge the Customer's liability to pay the price for the goods plus interest accrued in accordance with clause 5.5 but shall be set off against any such liability.

## 12. **Default**

- 12.1 If the Customer:-
  - 12.1.1 fails to make any payment to Ramtech when due;
  - 12.1.2 breaches the terms of this Agreement and, if the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
  - 12.1.3 persistently breaches any one or more terms of this Agreement;
  - 12.1.4 pledges or charges any Equipment which remains Ramtech's property, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986 or has a Bankruptcy Petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, or takes or suffers any similar action in any jurisdiction;
  - 12.1.5 appears to Ramtech due to the Customer's credit rating to be financially inadequate to meet its obligations under the Agreement; and/or
  - 12.1.6 appears reasonably to Ramtech to be about to suffer any of the above events;

then Ramtech shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 12.2 below.

- 12.2 If any of the events set out in clause 12.1 above occurs in relation to the Customer then:-
- 12.2.1 Ramtech may enter, without prior notice, any of the Customer's premises (or premises of third parties with their consent) where Equipment owned by Ramtech may be and repossess and dispose of or sell any Equipment found which is owned by Ramtech so as to discharge any sums due to Ramtech under this Contract or any other agreement with the Customer;
  - 12.2.2 the Customer shall not without Ramtech's prior written agreement part with the possession of any Equipment owned by Ramtech until the Customer has paid in full all sums due to Ramtech under this Contract and/or any other agreement with the Customer;
  - 12.2.3 Ramtech may withhold delivery of any undelivered Equipment and stop any Equipment in transit and/or withhold or suspend all or any Services;
  - 12.2.4 Ramtech may cancel, terminate and/or suspend without Liability to the Customer any agreement with the Customer;
  - 12.2.5 all monies owed by the Customer to Ramtech shall forthwith become due and payable; and/or
  - 12.2.6 the Licence of the Software and Materials terminates immediately.

### 13. **Limitation of Liability**

- 13.1 Ramtech shall have no Liability or obligation to provide Maintenance Services:
- 13.1.1 for defective Equipment:
    - 13.1.1.1 where the defect has been caused or contributed to by the Customer to the extent so contributed;
    - 13.1.1.2 where the defect has been caused or contributed to by acts of theft or vandalism;
    - 13.1.1.3 if the price for the Equipment and/or the Maintenance Services has not been paid in full by the due date for payment;
    - 13.1.1.4 to the extent that the Customer is covered by any policy of insurance;
    - 13.1.1.5 if the defect has been caused by any event beyond Ramtech's control, including but not limited to fire, flood, impact, lightning strikes or power surges;
  - 13.1.2 for damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Equipment after a defect has become apparent or suspected or should reasonably have become apparent to the Customer; and/or
  - 13.1.3 for any matters which are outside Ramtech's reasonable control.
- 13.2 Ramtech shall have no Liability to the Customer for any:-
- 13.2.1 consequential losses;
  - 13.2.2 loss of profits and/or damage to goodwill;



- 13.2.3 economic and/or other similar losses;
  - 13.2.4 special damages and indirect losses;
  - 13.2.5 loss of data; and/or
  - 13.2.6 business interruption, loss of business, contracts, opportunity and/or production.
- 13.3 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that the Customer may suffer.
- 13.4 Ramtech's total Liability to the Customer for acts and/or omissions in any relevant 12 month period under this Agreement shall not exceed 100% of the amount paid by the Customer to Ramtech under this Agreement in the same relevant 12 month period. For the purposes of this clause relevant 12 month period means the 12 months immediately prior to the first acts and/or omissions giving rise to the Liability.
- 13.5 Each of the limitations and/or exclusions in this Agreement shall be deemed to be repeated and apply as a separate provision for each of:
- 13.5.1 Liability for breach of contract;
  - 13.5.2 Liability in tort (including negligence);
  - 13.5.3 Liability for breach of statutory duty; and
  - 13.5.4 Liability for breach of Common Law.
- except clause 13.4 above which shall apply once only in respect of all types of Liability.
- 13.6 Nothing in this Agreement shall exclude or limit Ramtech's Liability for death or personal injury due to Ramtech's negligence or any Liability which is due to Ramtech's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- 13.7 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

#### 14. **General**

- 14.1 The Customer agrees to indemnify and keep indemnified Ramtech against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by Ramtech and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.
- 14.2 The Customer shall not use and/or disclose any Confidential Information which is acquired by it about Ramtech's business and/or given by Ramtech to the Customer and/or generated by the Customer from Ramtech's Confidential Information except in the proper performance of this Agreement.
- 14.3 No waiver by Ramtech of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 14.4 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement

and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

- 14.5 Ramtech shall have no Liability to the Customer for any delay in performance of this Agreement to the extent that such delay is due to any events outside Ramtech's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions, abnormal atmospheric or environmental conditions, power surges or outages and any other similar events.
- 14.6 The Customer shall not assign its interest in this Agreement (or any part) without Ramtech's prior written consent.
- 14.7 All third party rights are excluded and no third party shall have any right to enforce this Agreement. This shall not apply to members of Ramtech's group from time to time who shall, subject to Ramtech's consent, have the right to enforce this Agreement as if they were Ramtech.
- 14.8 This Agreement is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.