

1. These Conditions

In these conditions the word "Kirby Group" means The Kirby Group, who trade as either: The Kirby Group, Kirby Security (uk) Ltd, Kirby Fire Ltd, Kirby Electrical Ltd, Kirby Communications Ltd Kirby Home Security, Kirby Facilities Ltd. When dealing with The Kirby Group, it is the responsibility of the client/customer or supplier to ensure that they are dealing with the correct entity regarding the supply or purchase of goods or services that they may require. The words "the customer" shall mean the person, firm or company purchasing or agreeing to purchase goods or services from The Kirby Group, 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, support or Project services provided to the customer by The Kirby Group and the word "order" shall mean a purchase order or correspondence received in respect of requesting goods or services issued by the customer to The Kirby Group by official purchase order, letter, email or facsimile Communication together with all documents referred to in it. The Kirby Group's quotations are not binding on the customer and a contract ("the contract") will only come into being upon acceptance by The Kirby Group 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 by recorded delivery to the Companies Head Office and accepted in writing by The Kirby Group. The contract will be subject to these conditions. All terms and conditions appearing or referred to in the Customer order or otherwise stipulated/supplied by the customer shall have no effect or will be accepted/entered into by The Kirby Group.

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 The Kirby Group 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 and installation by The Kirby Group of goods or services differing from any contractual or pre-contractual specifications or descriptions shall not be in breach of the agreement between The Kirby Group 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 performance are estimates only and the failure by The Kirby Group 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 The Kirby Group's premises or such other delivery point as agreed between the parties. The Kirby Group 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 The Kirby Group has notified the customer that goods are ready for collection. The customer is required to inspect the goods on receipt and to notify The Kirby Group 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 The Kirby Group until payment in cleared funds has been received by The Kirby Group in full for those goods;

4.11 for any other goods supplied to the customer by The Kirby Group and;

4.12 of all monies due from the customer to The Kirby Group 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 The Kirby Group.

4.13 Until payment in cleared funds has been received by The Kirby Group in full, the customer is licensed by The Kirby Group 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 The Kirby Group and are not mixed with other monies or paid in to an overdrawn bank account and shall at all times be identifiable as The Kirby Group's money.

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

4.15 Until title to the goods passes to the customer 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 The Kirby Group 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 The Kirby Group is then overdue or the customer is otherwise in breach of any obligation to The Kirby Group), The Kirby Group 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 original Sale Agreement, or as quoted by The Kirby Group 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 The Kirby Group 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 and or services from The Kirby Group 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 The Kirby Group 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 The Kirby Group's standard rates. Where the price for the goods or services are varied such prices shall be binding on both parties and shall not give either party any option of cancellation. Prices quoted are net and are in sterling unless otherwise agreed. All payments are to be made to The Kirby Group's address as stated on the invoice unless agreed otherwise, payment may be made by an alternative payee other than the original customer detailed on the invoice. If the latter does occur, the payee is bound by same T&C's and therefore the said Payee becomes automatically contractually bound to any such agreement made between The Kirby Group and the previous named customer. All payments shall be made without deduction or set-off. Where any contract provides for goods or services to be delivered or performed by instalments 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 instalment by the due date shall entitle The Kirby Group at its option to treat the whole agreement with the customer repudiated. Unless otherwise expressly agreed, payment shall be made in accordance such terms as stated on the said invoice and upon receipt of invoice which shall be sent to the customer upon despatch of the goods or performance of the services. If the customer does not take delivery when requested payment shall be made 7 days after The Kirby Group has requested the customer to take delivery of such goods or services. Where the customer fails to take delivery of the goods The Kirby Group may arrange storage of the goods at the customer's risk and the customer shall be liable to The Kirby Group for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any of the right which The Kirby Group 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 for extra charges or 30 days for all other amounts from the date of invoice The Kirby Group may require the customer to pay interest at 4% above the arithmetic average for each day of the published base rate of HSBC Bank Plc. The Kirby Group 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 The Kirby Group may have. If payment should not be received within 14 days for extra charges or 30 days for all other amounts from the date of the invoice, The Kirby Group will be entitled to charge (in addition to interest) any Legal, Solicitor, or Professional Advisors costs incurred in which to collect any outstanding sums on the Customer's account which the Customer will be responsible for. The Kirby Group will look to the Customer to discharge those Costs that are incurred by The Kirby Group in taking such action and without prejudice to any other rights or remedies available to The Kirby Group with reference to administrative costs incurred by The Kirby Group in taking steps to secure payment.

6. Warranty and Liability

The Kirby Group warrants that it will (where the goods are the subject of a guarantee from the manufacturer which is in force at the time of the notification referred to below) at its option credit the account of the customer (if any) or remedy free of charge by repair or replacement, subject to the terms and conditions of the manufacturer's warranty, any goods which are by The Kirby Group as being defective or not in accordance with the contract or any express description or representation given by or on behalf of The Kirby Group in respect of the goods, save that this warranty shall not apply where the defect or fault is attributable to misuse of the goods by the customer or defective materials supplied by third parties where the customer's only remedy will be against that third party, provided that the customer notifies The Kirby Group promptly of such a defect and where the customer arranges for the prompt return to The Kirby Group of the defective goods at the customer's risk and expense.

6.1

The customer's remedies in respect of any express warranty or any condition or any warranty implied by law or any other claim in respect of the goods or services or any workmanship in relation to them (whether or not involving negligence on the part of The Kirby Group) shall in all cases be limited to repair, replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the relevant warranty period. Except in respect of death or personal injury caused by The Kirby Group's negligence or the negligence of any of its employees or damage caused by a defective product within the meaning of the consumer protection act 1987 The Kirby Group shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct, indirect or consequential (including but not limited to economic loss or loss of profits) and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. The Kirby Group shall not be liable for any loss of database information, loss of business resulting from network failure, or in the case of equipment possessing a memory storage facility or in the case of data stored on magnetic media or other storage facilities or any other consequential damage resulting from equipment failure howsoever arising. A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any order or any part of them shall not entitle the customer to cancel or refuse delivery or performance or payment for any other order, delivery or instalment. Any claim against The Kirby Group whether in contract or tort shall be limited to an amount by way of liquidated damages equal to the invoice value of the goods in respect of which the claim is made.

7. Termination

If any payment due to The Kirby Group 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 The Kirby Group become impaired or if the customer shall commit any breach of any part of the contract The Kirby Group 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

The Kirby Group 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 The Kirby Group'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 The Kirby Group's control or of an unexpected or exceptional nature, and in such event The Kirby Group 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 The Kirby Group can reasonably effect performance. No delay shall entitle the customer to reject any delivery or performance or any other instalment or part of the order or any other order from the customer or to repudiate the contract or the order.

9. Waiver

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

10. Intellectual Property

The customer shall indemnify The Kirby Group 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 The Kirby Group with the customers instructions, whether express or implied.

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