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CONTINUATION OF SERVICEMAN'S REPORT AND RECOMMENDATIONS TERMS AND CONDITIONS

FCF Fire & Electrical agrees to undertake to:-

- 1) (a) Send a Serviceman or other qualified employee the agreed number of times set out to service the Equipment at the address(s) listed overleaf.
(b) Cause a Maintenance Record Label, indicating the date of inspection and servicing, to be affixed to each item of Fire Protection Equipment.
(c) Replace or repair such components as may, during servicing, be necessary in the opinion of the Service Engineer to leave the contracted equipment in proper working order, with client, staff, owner's permission.
(d) Cause an asset list to be issued with each test
Provided always that in the event that
 - (i) When the Equipment is not a product of the Company and the Serviceman, for whatever reason, is unable to leave the Equipment in proper working order at the end of a service, or
 - (ii) Where the Customer will not agree to replacement extinguisher(s), charge(s) or spare part(s) being supplied and as a result, the Serviceman is unable to leave the Equipment in proper working order.The Customer agrees and undertakes:-
- 2) (a) That the method employed in repairing or servicing the Equipment under this Contract shall be decided by the Company.
(b) To pay for all replacement charges and spare parts recommended by the Serviceman at current prices
- 3) That the Equipment shall be serviced only by the Company's authorised employees and if attended to by any persons other than the Customer and his staff, this Contract shall forthwith terminate, but without prejudice to the rights of either party in connection with any prior breach of the Contract.
- 4) To place every reasonable facility at the disposal of the Company's employees for the purpose of carrying out their duties and in particular to assist them by locating and having readily available at the same premises all the Equipment to be serviced on one Service Contract.
- 5) If during any year, dating from the anniversary of the date of this Contract, the cost of Living Index shows an increase, the Company shall have the right to raise the amount of the next year's payment by a corresponding percentage, and of subsequent payments proportionately to any further increases in the Cost of Living Index, until the expiry of this Contract.
- 6) This Contract shall not be transferable.
- 7) This Contract shall be for a minimum of 3 Years
- 8) The Company shall not be liable for any loss, injury or damage of whatsoever nature (including consequential loss) howsoever caused which may arise as a result of the Equipment not being left in proper working order in the circumstances set out in Clause 1 (or through failure by the Company, in circumstances outside its control, to service the Equipment or to supply any replacements required.)
- 9) By giving 3 Months written notice, either party may, at any time, cancel this Contract.
- 10) Should the Customer not, on the due date, pay the payment for services provided, all rights of the Customer and liabilities of the Company under this Contract shall forthwith terminate but the Company shall be entitled to recover any sums accrued and due.
- 11) The conditions and warranties outlined in this Contract are in addition to any applicable statutory rights and nothing in this Contract excludes, restricts or modifies any condition, warranty, right or remedy which pursuant to any Commonwealth or State law applies to this Contract and may not be so excluded, restricted or modified. To the extent that it is permitted by any relevant Commonwealth or State laws to limit liability for a breach of any condition or warranty implied by law, and to the extent that any warranty hereby given is in addition to warranties implied by law, that the liability if the Company is hereby expressly limited to such of the following alternatives and the Company is hereby expressly limited to such of the following alternative and the Company in its discretion may determine.
 - (a) In the case of goods supplied pursuant to this Contract, the replacement of the goods or the supply of equivalent goods, or the repair of the goods; or
 - (b) In the case of services supplied pursuant to this Contract, the supplying of those services again.

APPLICATION FOR A CREDIT FACILITY AND TERM AND CONDITIONS OF SALE

PAYMENT OF PURCHASE

The Buyer shall pay to FCF Fire & Electrical, within fourteen days from the date of the statement of purchase, price in full without any deduction whatsoever, unless alternative agreement has been made between the Buyer and FCF Fire & Electrical.

TITLE

Property in the Goods shall pass to the Buyer when FCF Fire & Electrical receives full payment from the Buyer.

RETURN OF GOODS

No Goods shall be returned to FCF Fire & Electrical unless authorised by FCF Fire & Electrical and an authorisation for return number is obtained. Price fixed for the full term at current rates. FCF Fire & Electrical will not adjust or apply the living index during the 3 year term.