

Terms and Conditions

Purchases

1 Definitions

1.1 The following shall have the following meanings unless the context requires otherwise:

“Agreement” the contract between Ramtech and the Customer comprising the Order Form and incorporating these terms and conditions for the sale of Equipment and/or provision of Services;

“Customer” the person or company, stated on the Order Form, who purchases the Equipment from Ramtech;

“Equipment” the equipment on the Order Form and all equipment subsequently sold by Ramtech to the Customer under this Agreement;

“Force Majeure Event” an event, circumstance or cause beyond a party'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;

“Liability” liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Order” an order placed with Ramtech by the Customer for the supply of Equipment and/or provision of Services;

“Order Form” the order form signed by the Customer for the sale of the Equipment and/or provision of the Services by Ramtech; “Personnel” agents, subcontractors, consultants, employees and/or any other authorised representative of a party to the Agreement;

“Ramtech” Ramtech Electronics Limited, a company registered in England (Company Number 02538255) whose Registered Office is at Ramtech House, Castlebridge Office Village, Castle Marina Road Nottingham NG7 1TN;

“Services” any installation, maintenance and/or decommissioning services in relation to the Equipment to be undertaken by Ramtech as specified on the Order Form, but excludes Monitoring Service;

“Site” any premises at which any Services are to be performed as set out on the Order Form;

“Warranty Period” has the meaning given in clause 8.1;

“Working Days” any day which is not a Saturday, Sunday or statutory public holiday in England; and

1.2 “Working Hours” 9.00am to 5.00pm UK time on any Working Day.

1.3 Interpretation

In these terms and conditions:

1.3.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.3.3 A reference to legislation or a legislative provision is a reference to it as amended, re-enacted or replaced from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.3.4 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.3.5 A reference to writing or written excludes fax and email.

2 Basis of Agreement

2.1 These terms shall:

2.1.1 apply to the Agreement, and the sale and purchase of the Equipment, to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing;

2.1.2 supersede all previous terms; and

2.1.3 replace any terms previously notified to the Customer.

2.2 Orders placed leading to a contract which is not expressed to be subject to these terms and conditions shall still be subject to them.

2.3 The Customer does not rely on any representation and/or warranty that has not been made expressly in these conditions.

2.4 No variation of these terms shall be binding on Ramtech unless agreed in writing by a Director of Ramtech.

3 Orders and Agreement

3.1 The Customer shall be responsible for the accuracy of an Order and for giving Ramtech all information necessary for Ramtech to perform the Agreement.

3.2 The Agreement between the Customer and Ramtech shall come into effect:

3.2.1 on written acceptance by Ramtech of the Order; or

3.2.2 when Ramtech delivers the Equipment or notifies the Customer that the Equipment is available for collection; or

3.2.3 when Ramtech commences performance of the Services whichever occurs first.

3.3 A quotation for the Equipment given by Ramtech shall not constitute an offer.

3.4 Any samples, drawings or advertising produced by Ramtech and any descriptions or illustrations contained in Ramtech's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment referred to in them. They shall not form part of the Agreement nor have any contractual force.

4 Delivery

4.1 The Order Form indicates whether the Equipment is to be delivered by Ramtech by either: (i) being left available for collection by the Customer; or (ii) by being dispatched to the Customer. In the absence of an express choice on the Order Form, delivery will be made by Ramtech making the Equipment available for collection by the Customer.

4.2 Delivery shall be subject to the following (as applicable);

4.2.1 Collection:

(a) The Equipment will be delivered ExWorks (Incoterms® 2020 Rules). Ramtech will contact the Customer to confirm when the Equipment is available for collection.

(b) Ramtech will invoice for the price of the Equipment on or around the time of making it available for collection.

4.2.2 Dispatch:

(a) The Equipment will be delivered DAP (Incoterms® 2020 Rules).

(b) Ramtech shall arrange for the Equipment to be delivered to the location set out in the Order Form.

(c) Ramtech will invoice for the price of the Equipment on or around the time of dispatch.

4.3 Any dates quoted for delivery are approximate only, and time is not of the essence for such delivery and/or installation of the Equipment and/or provision of Services. Ramtech shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Ramtech with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

4.4 Ramtech shall not be liable to the Customer for any failure to provide the Equipment and/or Services where such failure is due to Equipment shortages.

5 Price and Payment

5.1 The price of the Equipment (and any deposit payable) 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:

5.2.1 any applicable VAT, and

5.2.2 cost of delivery (for which the Customer shall be additionally liable).

5.3 The Customer shall pay each invoice submitted by Ramtech within 30 days of the date of the invoice or such other period as stated on Ramtech's invoice. Time for payment shall be of the essence.

5.4 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 nominated bank.

5.5 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.

5.6 If payment is not made for Services for any stated minimum term then termination charges may be applied to cover the predicted or anticipated profit lost by Ramtech and to cover any payments due to third party suppliers.

5.7 If payment is not made to Ramtech when due then Ramtech may withhold or suspend performance of any of its obligations under this Agreement. Notwithstanding any withholding or suspension, Ramtech may continue to charge for any third party services for which it is paying on the Customer's behalf.

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

5.9 Ramtech shall be entitled to render invoices to the Customer for the Services any time before, on or after the date of the Agreement.

5.10 If the Customer cancels the provision of Services, there is no obligation on Ramtech to refund any charges paid by the Customer for the Services up to the point at which the Services are cancelled.

6 Equipment Modification

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 Customer's Obligations

7.1 The Customer undertakes to:

7.1.1 co-operate with Ramtech and procure that the Customer's Personnel co-operate with Ramtech as required by Ramtech in relation to performance of its obligations and/or the exercise of its rights under this Agreement;

7.1.2 allow and/or procure free rights of adequate and safe access for Ramtech's Personnel to the Site as required by Ramtech in relation to performance of Ramtech's obligations and/or the exercise of its rights under this Agreement;

7.1.3 ensure that the Site where any Services are to be provided is cleared and prepared before the Services are due to commence and that the environment in which any 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 Personnel visiting the Site including fire alarm policies/procedures;

7.1.4 ensure that the Equipment is not used to transmit any unlawful data and that it has the right to transmit any and all data which is sent by the Equipment. The Customer acknowledges that Ramtech may suspend the Services if it suspects any breach of this clause or if the use of the Equipment or the Services is liable to cause any harm;

7.1.5 enter into any required third party end user licence as Ramtech may separately provide and the Customer acknowledges that Ramtech will inform the third party rights owner of any breach of the end user licence and may suspend the use of the Equipment or Service to which the end user licence applies; and

7.1.6 comply with all applicable laws and regulations in respect of the use of the Equipment and the Services.

7.2 The Customer shall pay all charges applicable to the use of the Equipment and/or Services including charges due to the unauthorised use of the Equipment and/or Services.

8 **Warranty**

8.1 Subject to clause 8.2, Ramtech warrants that:

8.1.1 on delivery or collection and for a period of 12 months from the earlier of the date of delivery or collection of the Equipment ("**Warranty Period**"), the Equipment shall be free from material defects in materials and workmanship (fair wear and tear excepted); and/or

8.1.2 it shall perform any Services with reasonable care and skill, but does not warrant that any Service will be uninterrupted or fault-free.

8.2 Ramtech may, from time to time, need to modify the Service. If this is necessary Ramtech will endeavour to modify the Service to the least extent possible and maintain (as far as is possible) the service levels and functionality as originally contracted. If the modified Service is materially different to the original, Ramtech will give the Customer as much notice as possible and the Customer may, on giving 90 days' notice terminate the element of the Service affected.

8.3 Provided that the Customer:

8.3.1 is within the Warranty Period, telephones Ramtech as soon as possible following discovery of a defect, and reports the defect in writing within 5 Working Days of such notification, by post or facsimile, to the postal address and/or facsimile number specified in the Order Form; and

8.3.2 gives Ramtech a reasonable opportunity of examining any Equipment which it claims to be defective,

Ramtech will at its option repair or replace any Equipment which it considers to be defective, or refund the price of any such Equipment in full and refund the reasonable costs incurred by the Customer in returning such Equipment to Ramtech. Ramtech will also, as far as it is able, pass on the benefit of any third party manufacturer's warranty on any Equipment.

8.4 Ramtech shall not be liable for any failure to comply with the warranty set out in clause 8 if any of the circumstances in clauses 11.1.1 and/or 11.1.2 apply in relation to the defective Equipment.

8.5 Ramtech may need, from time to time, to suspend some or all of the Service to carry out maintenance, reconfigure or update any Equipment or in accordance with any order of a regulatory or governmental body.

8.6 Except as provided in this clause 8, Ramtech shall have no Liability to the Customer in respect of any failure to comply with the warranty set out in clause 8. Except as set out in these conditions, all warranties, conditions and other terms implied by statute or common law, including but not limited to sections 13 to 15 of the Sale of Goods Act 1979, are to the fullest extent permitted by law, excluded from the Agreement.

8.7 These terms shall apply to any repaired or replacement Equipment supplied by Ramtech for the remainder of the original Warranty Period in respect of the repaired or replaced Equipment.

9 Title and Risk

9.1 Risk of loss of or damage to the Equipment shall pass to the customer at the point of delivery, in accordance with clause 4 above.

9.2 Ramtech shall retain full legal and beneficial title for and ownership of the Equipment until Ramtech has received payment in full in cash or cleared funds for all Equipment supplied to the Customer by Ramtech under this Agreement.

9.3 Where the Equipment includes elements which are owned by a third party, the Customer acknowledges that title to those elements may not pass to the Customer.

9.4 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.

9.5 Until title in the Equipment has passed to the Customer the Customer shall:

9.5.1 maintain the Equipment in satisfactory condition and keep it safe and secure, free from loss, damage, or destruction of any kind and keep the Equipment insured for the price at which the Equipment was sold to the Customer against all insurable/normal risks;

9.5.2 procure that Ramtech's interest is noted on such policy of insurance; and

9.5.3 give Ramtech such information as Ramtech may reasonably require from time to time relating to the Equipment.

10 Default

10.1 If the Customer:

10.1.1 fails to make any payment to Ramtech when due;

10.1.2 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;

10.1.3 persistently breaches any one or more terms of this Agreement;

10.1.4 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 the 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 gives notice of intention to appoint an administrator or takes or suffers any similar action in any jurisdiction; and/or

10.1.5 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 10.2 below.

10.2 If any of the events set out in clause 10.1 above occurs in relation to the Customer then:

10.2.1 Ramtech may enter, without prior notice, any of the Customer's premises (or premises of third parties) 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 Agreement and/or any other agreement with the Customer. The Customer will allow and/or procure free rights of adequate and safe access for Ramtech's Personnel to all premises of the Customer and/or any third parties where Equipment owned by Ramtech may be for the purpose of repossessing the Equipment;

10.2.2 the Customer shall not part with the possession of any Equipment owned by Ramtech until the Customer has paid in full all sums due to Ramtech under this Agreement and/or any other agreement with the Customer;

10.2.3 Ramtech may withhold delivery of any undelivered Equipment, or collection of any uncollected Equipment, and stop any Equipment in transit and/or withhold or suspend all or any Services;

10.2.4 Ramtech may cancel, terminate and/or suspend without liability to the Customer this Agreement and/or any other agreement with the Customer; and

10.2.5 all monies owed by the Customer to Ramtech shall immediately become due and payable.

11 Limitation of Liability

11.1 Ramtech shall have no Liability:

11.1.1 for defective Equipment:

- (a) where the defect has been caused or contributed to by the Customer to the extent so contributed;
- (b) where the defect has been caused or contributed to by acts of theft or vandalism;
- (c) if the price for the Equipment and/or the Services has not been paid in full by the due date for payment;
- (d) to the extent that the Customer is covered by any policy of insurance;
- (e) where the Equipment has been adjusted, modified or added to by a party other than Ramtech without the prior written consent of Ramtech;
- (f) where the Customer is unable to evidence in writing that it has routinely tested and maintained the Equipment in accordance with Ramtech's instructions;
- (g) 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; or
- (h) if the Customer has used battery packs supplied by a third party in the Equipment; and/or

11.1.2 for any delay due to events, or any matters which are, outside Ramtech's reasonable control.

11.2 Ramtech shall have no Liability to the Customer for any:-

11.2.1 loss of profits and/or damage to goodwill;

11.2.2 economic and/or other similar losses;

11.2.3 special damages and indirect losses;

11.2.4 loss of data;

11.2.5 business interruption, loss of business, contracts, opportunity and/or production; and/or

11.2.6 consequential losses.

11.3 Subject to clause 11.5, Ramtech's total Liability to the Customer for acts and/or omissions in any calendar year under this Agreement shall not exceed 100% of the amount paid by the Customer to Ramtech under this Agreement in the same calendar year.

11.4 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:

11.4.1 Liability for breach of contract;

11.4.2 Liability in tort (including negligence);

11.4.3 Liability for breach of statutory duty;

11.4.4 Liability for breach of common law; and

11.4.5 Liability for misrepresentation.

except clause 11.3 above which shall apply once only in respect of all types of Liability.

- 11.5 Nothing in this Agreement shall exclude or limit Ramtech's Liability for death or personal injury due to Ramtech's negligence or for fraud or fraudulent misrepresentation or any other liability which and to the extent that it is not permitted to exclude or limit as a matter of law.

12 **General**

- 12.1 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 or incurred 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.
- 12.2 Ramtech will not be liable for any failure or delay in the performance of any of its obligations under this Agreement where and to the extent that the same is caused or contributed to by a Force Majeure Event. If such an event occurs, Ramtech will inform the Customer as soon as reasonably possible and take reasonable steps to restore performance.
- 12.3 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. No waiver by Ramtech of any right or remedy or of any breach of this Agreement shall be effective unless explicitly given in writing.
- 12.4 The Customer shall not assign its interest in this Agreement (or any part) without Ramtech's prior written consent.
- 12.5 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.
- 12.6 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.
- 12.7 This Agreement and the Order Form constitutes the entire agreement between Ramtech and the Customer in relation to its subject matter.
- 12.8 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.