

SOVEREIGN FIRE & SECURITY HOLDINGS LIMITED (INCORPORATING: SOVEREIGN FIRE & SECURITY LTD., SOVEREIGN FIRE & SECURITY PLYMOUTH LTD. SOVEREIGN EXTINGUISHING LTD.) TERMS AND CONDITIONS

THE ATTENTION OF THE CUSTOMER IS DRAWN TO THESE CONDITIONS WHICH FORM PART OF ANY CONTRACT FOR THE SALE AND/OR MAINTENANCE OF A SECURITY SYSTEM. IN PARTICULAR THE CUSTOMERS NOTICE IS DRAWN TO CONDITION 8 WHICH CONTAINS AN INDEMNITY FROM THE CUSTOMER AND CONTAINS CONDITIONS AS TO THE LIABILITY OF SOVEREIGN FIRE & SECURITY HOLDINGS LIMITED

1. GENERAL

1.1 All Contracts made between Sovereign Fire & Security Holdings Limited ("the Seller") and any Purchaser of goods or services supplied by the Seller ("the Buyer") shall be made subject solely to the terms and conditions contained herein ("the Terms and Conditions"). For the avoidance of doubt 'Customer' shall mean "Buyer" and vice versa in any quotation order or other written material of the Seller.

1.2 The Seller shall sell and the Buyer shall purchase the goods and/or services in accordance with any written quotation of the Seller which is accepted by the Buyer or any written order of the Buyer which is accepted by the Seller, subject in either case to these Terms and Conditions. The Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions (so far as the Law permits) subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

1.3 No variation to these terms and conditions shall be binding on the Seller unless agreed in writing by an authorised representative of the Seller.

1.4 The Seller's employees or agents are not authorised to make any representations concerning the goods or services unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of, any such representations which are not so confirmed.

1.5 Any quotation supplied by the Seller to the Buyer shall remain open for acceptance for a period of one month from the date of such quotation. The Seller has the right nevertheless at all times to withdraw any quotation (whether before or after any purported acceptance) at any time prior to actual commencement of the installation.

1.6 For the purposes of these Terms and Conditions:-

(i) 'Contract Date' shall mean the date of any quotation of the Seller or formation, if by any other means of a contract between the Buyer and the Seller.

(ii) A 'Sales Contract' shall mean a contract between the Seller and the Buyer where the contract between the parties relates to the sale/purchase of goods alone and does not include any obligations undertaken by the Seller to carry out future maintenance services in relation to such goods.

(iii) A 'Sales and maintenance Contract' means a contract between the Seller and the Buyer where goods are being sold by the Seller to the Purchaser and the parties also enter into agreements whereby the Seller shall provide future maintenance services to the Buyer in respect of the goods so sold.

(iv) A 'Maintenance Contract' is a contract between the Seller and the Buyer whereby maintenance services are contracted for without the sale of any goods from the Seller to the Buyer.

Unless the context otherwise expressly admits all Terms and Conditions shall apply to any such contract as is specified above.

2. ORDERS; SPECIFICATIONS; ACCESS

2.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representatives.

2.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the goods (or services) within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

2.3 The quantity, quality and description of an any specification for the goods and/or services shall be those set out in the Seller's quotations (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

2.4 (a) Where the goods (or services) are being supplied to the Buyer's specification, the Seller reserves the right to make any changes in the specification of the goods (or services) which are required to conform with any applicable safety or other statutory requirements or where the goods (or services) are to be supplied to the Seller's specification, which do not materially affect the quality or performance.

(b) Where the goods and/or services are to be supplied to the Buyer's specification, any change of specification of the goods and/or services must be notified to the Seller by the Buyer in writing and the Buyer shall indemnify the Seller in full against all additional costs (including the cost of all labour and materials used) incurred as a result of the variation

(c) It is the responsibility of the Buyer to inform the Seller of any changes made to the Property or required by the Buyer following acceptance and any consequential changes to be made to the specification shall be at the discretion of the Seller and at the cost of the Buyer. The Seller shall be at liberty to install the original specification whether or not this still meets with the Buyer's revised requirements.

2.5 The Buyer shall ensure that access to the Property is available to the Seller between 8 am. and 6.30 pm. Monday to Friday and upon notice from the Seller for additional hours of work if required by the Seller. The Buyer shall allow to the Seller all necessary facilities without delay interference or obstruction at any time. In the event of overtime, working at weekends or on public holidays, or of delay caused by the Buyer whether directly or indirectly or as a result of any interference or obstruction not removed by the Buyer, then the Buyer shall be responsible for all additional costs charged by the Seller. The Buyer warrants to the Seller that the Buyer has the necessary right ownership and authority to permit performance installation and maintenance by the Seller on the Property concerned.

2.6 The Seller shall not be responsible for carrying out any structural work which may be incidental to or required as a result of or be considered prudent prior to the installation and/or maintenance. Any estate or quotation given by the Seller shall not include any making good of the Property or redecoration which may be necessary as a result of installation and/or maintenance.

2.7 The Seller shall be entitled to charge in addition for all work which it chooses to perform in relation to ducting, cable retaining or routing, switches and the like. In the absence of the Seller accepting responsibility for such additional work then the Buyer shall be responsible for the supply and installation of all the same. Any work required to be carried out and not specified in the Seller's quotation shall be the subject of additional charges in accordance with the current rates from time to time of the Seller.

3. CANCELLATION

No order which has been accepted by the Seller may be cancelled by the Buyer except with the Agreement in writing of the Seller and on terms that the Buyer shall have reimbursed the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses (whether direct or consequential) incurred by the Seller as a result of cancellation.

4. PRICE

4.1 The price of the goods and/or services shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price shall be the Seller's estimated price or such other price as the Seller shall from time to time determine.

4.2 The Seller reserves the right to increase without notice, the price of the goods to reflect an increase in the cost to the Seller which is due to any factor beyond its control including, without prejudice to the generality of the foregoing, the following: -

(a) Increases in the cost of labour, materials or costs of manufacture or of the Seller's suppliers

(b) Any extra cost incurred as a result of the cancellation, alteration or delay of an order due either to the instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions

(c) Any change in delivery dates, quantities or specifications for the goods and/or services at the request of the Buyer; and

(d) Any foreign exchange and currency fluctuations which increase the cost to the Seller of materials or goods imported into the United Kingdom. This shall also be applicable to exported goods and/or services.

(e) Any change caused by or requirement of statute or other regulation or requirement.

4.3 Except as expressly provided to the contrary, all prices are inclusive of packaging. Where delivery of goods or the supply of services are to be otherwise that at the Seller's premises the price shall include transport and insurance unless the Seller specifies otherwise.

4.4 All prices quoted or accepted are exclusive of Value Added Tax for which the Buyer shall be additionally liable under the Contract to pay to the Seller.

5. TERMS OF PAYMENT

5.1 In the case of a Sales Contract and in the case of a Sales and Maintenance Contract in so far as payment of the price of goods sold to the Buyer is concerned, the date for payment shall be the date on which the Buyer is notified by the Seller that installation has been completed.

This provision shall be varied in so far as it is inconsistent with the express provisions of the quotation of the Seller (for example, the provision of a deposit or stage payments). In any event the Seller shall be entitled to payment in full upon the date of notification to the Buyer that the installation is complete.

5.2 Where installation cannot be completed (whether commenced or otherwise) by virtue of any act, omission, or breach on the part of the Buyer then the Seller shall forthwith be entitled to payment in full of all monies outstanding under the Contract in respect of such installation.

5.3 The Seller shall be entitled to request a deposit to be paid by the Buyer at the time of acceptance by the Seller of the Buyer's order, such deposit to be for such amount (whether full payment or otherwise) as the Seller shall decide.

5.4 The time of payment of the price shall be of the essence of the Contract. Payment shall be due whether or not property in the goods installed has passed to the Buyer.

5.5 If the Buyer fails to make full payment within seven days of the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-

(a) Charge interest on the amount due from that date until the date of payment in full (whether before or after judgment) at 4% per month above the National Westminster Bank Pic base rate from time to time.

(b) Cancel the contract or suspend any further deliveries installations or other contracts with or to the Buyer. In the case of a Sales and Maintenance Contract such cancellation or suspension can include the provision of maintenance by the Seller; and in the case of a Maintenance Contract then similarly the Seller shall be entitled to cancel the contract or suspend the provision of maintenance services.

(c) Appropriate any payment made by the Buyer to such of the goods or services (or any goods or services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer).

5.6 The Seller shall have the right to vary the price for goods and/or services as the Seller shall at its absolute discretion determine so as to take account of any changes in specification or additional work or additional maintenance services required by the Seller after an order has been made.

6. TIME FOR PERFORMANCE

6.1 All dates for installation or response times for the provision of maintenance services as quoted or given by the Seller are given in good faith but such are not guaranteed and time for performance installation or provision of maintenance services shall not be of the essence of this contract. The Seller will endeavour to comply with any dates so quoted but is under no obligation to do so and shall not be liable for any failure to meet a performance or installation date or response time or provision of maintenance services nor for any damage loss or consequential loss of any kind arising from the delay in performance or installation of the goods or provision of the maintenance services howsoever caused, and the Buyer shall not be entitled to treat the contract as repudiated by reason of such late performance installation or provision.

6.2 The installation or provision of maintenance services may proceed by the Seller in advance of the quoted or estimated date or time upon giving reasonable notice to the Buyer.

6.3 If the Buyer defaults in allowing or causing performance installation or provision of maintenance services in giving the Seller adequate access after the Seller has requested the Buyer to do so (otherwise than by reason of any cause beyond the Buyers reasonable control or by reason of the Sellers fault) then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: -

6.3.1. Store the goods agreed to be sold itself or with third parties until actual performance or installation making a reasonable charge to the Buyer for such storage and in either event charging the Buyer will all costs of insurance, handling and other expenses incurred.

6.3.2. Sell such goods at the best price readily available and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the contract or charge the Buyer for any shortfall below the price under the contract.

6.3.3.(In the case of maintenance services) deem any attendance at the premises concerned for such a purpose to be a visit for the purposes of calculating the obligations satisfied by the Seller even if (by virtue as aforesaid) the Seller is unable to gain access as a result of such a visit.

6.4 If the Seller agrees, at the request of the Buyer, to perform or install in advance of the quoted or estimated date, then any additional costs or expenses incurred by the Buyer as a result should be borne solely by the Buyer.

6.5 The Seller shall be entitled to perform any obligation under this contract by means of sub-contractors.

7. RISK

7.1 Risk of damage to or loss of goods involved in the required installation shall pass to the Buyer on arrival at the nearest point of the public highway to the premises of the Buyer; and in the case of goods not delivered to the premises of the Buyer by reason of any act omission delay or default on the part of the Buyer then at the time when the Seller has notified the Buyer that the goods are available for installation.

8. PROVISIONS AS TO LIABILITY OF THE COMPANY

8.1 For the purposes of this clause 'a consumer' means a person or persons who do not enter into this Agreement in the course of a business or hold themselves out as doing so.

8.2 Nothing in this Agreement shall exclude or seek to exclude any liability of the Seller for death or personal injury caused by its negligence and it is agreed that the parties intend that no clause or condition of this Agreement shall have the contrary effect.

8.3 Nothing in this Agreement shall seek to exclude the liability of the Seller to a Buyer who deals with the Seller as a Consumer and where the System has been installed by the Seller where such liability arises from any condition or warranty implied by law as to the System's fitness for purpose, quality, its matching to description or sample, or as to the quality or performance of any services given by the Seller. It is intended that by virtue of this clause nothing in this Agreement should seek to affect the statutory rights of a Buyer where that Buyer deals with the Seller as a Consumer.

8.4 Where the provisions of clause 8(2) or (3) conflict with any other Condition of this Agreement, then such clauses 8(2) and (3) shall prevail.

8.5 (i) The Buyer by its acceptance agrees that the value of the property and goods within the same and which are to be protected by the installation and/or maintenance services together with the amount of any consequential loss which might arise out of damage or loss to the same can be valued by the Buyer; but that it is either not within the control or the skill of the Seller to do so nor is such practically feasible. It is further agreed by the Buyer that the Buyer has express notice by virtue of this term and condition that the Seller has no insurance cover so as to completely compensate its Buyers and nor would it be practically feasible for the Seller to do so either from its own resources (bearing in mind its level of charges to its Buyers) or by means of any such insurance cover (even if available). The Seller therefore limits its liability to a financial limit which is in proportion to the contractual price which is charged to its Buyers and the Buyer accepts that it is a buyer of the Seller for these purposes.

(i) Given the circumstances indicated in clause 8.5(i) it is accepted by the Buyer that it is reasonable and the Buyer agrees to the terms of clause 6.

(1) In these Conditions "damage caused to the Buyer" means any loss or damage suffered by the Buyer howsoever arising, caused by an negligence, breach of duty or other wrongful act or omission (which phrase, wherever it appears in these Conditions, includes any deliberately wrongful act or omission and any breach, howsoever fundamental, of any express or implied term of this Agreement) on the part of the Seller, its servants or agents and including (but without prejudice to the generality of the foregoing) loss or damage caused by delay in installing the System (or any effective connection thereof), by any failure of or in operation of the System or by any failure of or want of care in or with reference to advice about or design of the System or work of or preparatory to the installation of the System or work to or maintenance of the System whether performed at or about the Premises or (with direct reference to the Buyer System) at other premises such as the Seller's control room or any Police or Fire Station;

(iv) It is difficult to investigate claims received months after damage is alleged to have occurred and the Seller has to give notice itself as soon as possible.

8.6 Given the above factors the Seller and the Buyer agree to the following limitation of liability of the Seller:-

(i) No alteration or limitation to the liability of the Seller is made in cases which fall within the circumstances indicated in clause 8(2) and 8(3) above.

(ii) So far as concerns damage caused to the Buyer the Seller shall be liable to the Buyer (and then only to the limited extent set out below) only if and in so far as such damage is caused by the negligence, breach of duty or other wrongful act or omission of the Seller itself or its directors or servants acting within the course of their employment. In particular, the Seller shall not be liable to the Buyer in any circumstances whatsoever for damage caused to the Buyer by negligence, breach of duty, or other wrongful act or omission of any independent contractor engaged by the Seller or damage caused by weather conditions act of God or other cause beyond the Seller's control.

8.7 The Seller its servants or agents shall not be liable to the Buyer in a circumstances or to any extent whatever in respect of any damage caused to the Buyer unless written notice is received by the Seller at its Head Office (stated herein) within two months of the first manifestation of the alleged damage.

8.8 If, whether pursuant to the provisions set out herein or otherwise, any liability to the Buyer shall arise on the part of the Seller, its servants or agents (whether under the express or implied terms of this Agreement, howsoever fundamental, or in negligence or in any other way, however fundamental may be the breach of any duty) for any damage caused to the Buyer such liability shall in all cases whatsoever be limited to the payment by the Seller on its own behalf and on behalf of its servants or agents by way of damages of any amount not exceeding whichever is the lesser of £10,000 and a sum calculated at 20 times the Annual Maintenance Charge payable by the Buyer hereunder in respect of any or all claims in respect of any such damage. The amount referred to shall not exceed £10,000 in the case of a Sales Contract (i.e. where there is no such annual maintenance charge).

8.9 It is agreed by the Buyer that the Seller shall have and will at all times act under this contract on the basis that the Buyer is the sole legal and Beneficial Owner of the Premises for which the installation of the System is required. In the event that the position should be in any way or degree otherwise and claim should be made on the Seller by a third party for any actions omissions or circumstances arising out of the Seller contracting with the Buyer, or performing or seeking to perform its obligations under this contract then the Buyer agrees hereby to indemnify the Seller its servants and agents in full against any such claim and all costs incurred therein save in so far as the Seller its servants or agents shall not have acted maliciously or deliberately in the knowledge of the existence and of the status of that third party.

8.10 The Buyer hereby agrees and accepts that these Conditions, including the obligations and indemnities given by the Buyer, shall extend to and shall be for the benefit of the Seller's servants and agents who shall be entitled to the protection of the same.

9. TERMINATION

9.1 Subject to Conditions 3 and 5 hereof, the provisions and obligations of any Sales and Maintenance Contract or Maintenance Contract relating to maintenance shall be regarded as severable from that part of any contract relating to sales of goods and may be terminated: -

(a) By either party giving to the other not less than twenty-eight days' notice in writing expiring on any anniversary of the Contract Date;

(b) By either party forthwith if the other party shall commit any breach of its obligations hereunder and shall not remedy the same within seven days after notice in writing specifying the breach and requiring it to be remedied or if either party (being an individual) shall commit an act of bankruptcy or (being a corporation) shall go into liquidation (other than for the purpose of reconstruction or amalgamation) or shall suffer the appointment of a Receiver of any of his or its property or income or make any deed or arrangement with or composition for the benefit of any of his or its creditors or shall suffer any distress execution or seizure of his or its property or chattels. If the Seller shall terminate under the provisions of this paragraph the Buyer shall forthwith pay to the Seller all monies then due to the Seller.

(c) By the Seller forthwith by notice in writing to the Buyer if the Seller is unable to comply with its maintenance obligations hereunder for reasons beyond its control Any such termination shall not give rise to any claim by the Buyer against the Seller.

10. OWNERSHIP/PASSING OF PROPERTY

10.1 This clause shall apply to goods which are included in any Sales Contract or Sales and Maintenance Contract.

10.2 Notwithstanding installation and the passing of risk in the goods, or any other provision of these conditions, the property in the goods installed shall not pass to the Buyer until such time as ALL monies from the Buyer in respect of the goods and all other goods sold or agreed to be sold by the Seller to the Buyer for which payment is then due have been paid.

10.3 Until such time as the property in the goods passes to the Buyer under the terms hereof:

(a) The Buyer shall hold the goods as the Seller's fiduciary agent and bailee and shall (until such times as they shall be incorporated in or attached to other products or re-sold in the ordinary course of the Buyer's business) keep the goods separate from those of the Buyer and third parties and properly stored, protected and identified as the Seller's property.

(b) The Buyer shall be liable to the Seller for any loss or damage thereto however caused and shall insure the goods and all other goods of the Seller as shall from time to time be in its possession in the Seller's sole name to their full market value against all insurable risks. If the goods are damaged or destroyed by any insurable risk prior to payment of all sums due from the Buyer to the Seller, the Buyer shall receive the proceeds of the insurance as Trustee for the Seller.

(c) The Buyer shall be entitled to re-sell or use the goods in the ordinary course of its business but shall hold any sale proceeds of those goods as Trustee of the Seller and shall account to the Seller for the proceeds of sale or otherwise of the goods and shall keep all

such proceeds separate from any monies or property of the Buyer and third parties and shall if the Seller requires assign to the Seller any claims or rights it has in respect of the sub-

(d) Except as provided in (c) above, the Buyer may not pledge or in any way mortgage charge or otherwise encumber the goods or disposal of them nor assign to any other person any rights arising from a sale or other disposal of the goods or the altered goods without the Seller's written consent.

(e) The Seller shall be entitled (provided the goods are still in existence and have not been re-sold and without prejudice to any other of its rights or remedies) at any time to require the Buyer to deliver up the goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and recover the goods and shall not be liable for any damage or injury reasonably done to any property of the Buyer or the third party (including any property to which the Seller's good have been attached or in which they have been incorporated) during the course of removing the Seller's goods and retaking possession thereof.

11. FURTHER PROVISIONS AS TO MAINTENANCE

11.1 In the case of a Sales and Maintenance contract only, the Seller agrees to provide a maintenance service to the Buyer for a period of twelve months from the date of the Seller's quotation. Such a maintenance service shall include the number of visits per annum during those twelve months as the Buyer has specified for its future maintenance contract and so that such visits and any repairs or replacements found to be necessary shall be carried out free of charge to the Buyer provided that such repairs or replacements are not as the result of any failure error act or omission on the part of the Buyer; any additional requests for attendance over and above the routine visits shall be provided by the Seller and when it is able and only during the hours of 9 am to 5 pm Mondays to Fridays inclusive.

11.2 The nature and level of maintenance service to be provided to the Buyer shall be determined by the choice specified on the quotation form accepted by the Buyer.

11.3 With regard to such quotation form: -

"Maintenance Excl. labour charges" means the provision of maintenance services to include a call out service for 24 hours of the day 365 days of the year (the response of the Seller to be as soon as practicable) and including such maintenance visit(s) as are indicated in the Specification but EXCLUDING costs of any replacement parts and of labour charges involved in the carrying out of any repair or replacement which shall be subject to the current rates from time to time of the Seller and which additional charges shall be paid forthwith upon attendance at the property. In the event of the Seller not being provided with access to the property on attendance of any visit (whether call out or otherwise) the Buyer shall be responsible for a charge from the Seller at the Seller's current rates from time to time. "Maintenance Inc. labour charges" means the provision of maintenance services as specified under "Maintenance Excl. labour charges" above but including the costs of labour charges involved in the carrying out of any repair or replacement (save for such charges as are expressly made the responsibility of the Buyer by these terms and conditions).

"Central Station Monitoring" means the installation to a monitoring station which (in the event of activation of the installation) shall at its absolute discretion decide whether or not to contact the police or other authorities which the Buyer has decided to provide in the specification of the installation. Installation costs and rentals of any communications equipment shall be the responsibility of the Buyer and are not included in the Seller's charges or maintenance.

11.4 In so far as a Sales and Maintenance Contract is concerned, in respect of the provision of maintenance services, any contract between the Seller and a Buyer shall provide for a maintenance period which shall commence one year after the date of the contract between the parties and shall continue thereafter until terminated in accordance with Clause 9 of these Terms and Conditions.

11.5 In the case of either a Sales and Maintenance Contract or a Maintenance Contract, any maintenance charge specified in the Seller's quotation (and as varied by or in accordance with these Terms and Conditions) shall be paid annually in advance the first such payment to be on the first annual anniversary of the Contract Date.

11.6 All maintenance charges shall be exclusive of value added tax payable thereon and the Buyer shall pay all such value added tax at the applicable rate from time to time.

11.7 Subject to any specification to the contrary contained in these Terms and Conditions (for example as to whether or not the Buyer has specified that the maintenance charges accepted by the Buyer shall include or exclude labour costs) the Buyer shall provide to the Seller the following services in return for the maintenance charge: -

(i) Inspection and testing of the System by the Seller on the completion of the installation and on the annual

number of visits as shall be specified on the Seller's quotation throughout the Maintenance Period.

(ii) For so long as the Seller is obliged to provide such services in respect of the original installation the Seller shall also provide such services to any new apparatus or system repaired or replaced by virtue of any prior visit.

11.8 The Seller's service in return for the Maintenance charge shall NOT include: -

(i) Repairs or replacement of any part of the System (save as referred to above). The Buyer hereby agrees with the Seller that the Buyer shall immediately pay for all such repairs or replacements as may be so required on demand so as to enable the System to operate successfully. The Buyer expressly agrees with the Seller that the Seller shall not be under any obligation to carry out any such repair or replacement or owe any obligation to the Buyer as may be provided for in this Agreement until and unless the Buyer has placed the Seller in funds as is required under this clause.

(ii) Inspection and testing of the system where such visit is by virtue of customer error or where no fault on the System is found. In such an event the Buyer agrees to pay the Seller's additional charges at current rates from time to time.

(iii) Without prejudice to sub clause (ii) above any additional visits not covered by 2(b)(i) above shall be charged extra at the Seller's current rates from time to time.

11.9 The Buyer agrees not to alter or to permit any alteration to the System without the prior written consent of the Seller. The Seller shall be at liberty to terminate this Agreement forthwith in the event of any alteration or addition as aforesaid whether or not the consent of the Seller has been obtained. It is agreed and accepted that in view of the need for the Seller to ensure that the System as a whole works compatibly with all other parts of the system (whether installed by the Seller or otherwise) it is accepted by the Buyer as being reasonable that, should the Buyer alter or add to the system in any way without the consent of the Seller first being obtained, then the Seller shall owe no obligation whatsoever to the Buyer for any defect which may subsequently arise in the system (whether attributable directly to an alteration or addition of the Buyer or otherwise) and for any loss or damage suffered by the Buyer howsoever arising (including any cause by negligence breach of duty or otherwise).

12. CONSENT OR OTHER PARTICIPATION OF AUTHORITIES

12.1 It is the responsibility of the Buyer to ensure that any installation shall meet with the approval and co-operation of British Telecom or any other authority whose property or service consent or compliance is required to enable the installation or maintenance services to be completed or performed and in particular the Seller shall not be liable for any delay caused by or attributable to British Telecom in the installation adaptation or alteration of the installation nor shall any sale or maintenance service include the provision of any telephone line connection or its maintenance or any hire of equipment required to be installed by British Telecom. Any charge or hire or rent of other payment of any kind whatsoever required in respect of the installation by the authority whatsoever shall be the responsibility of the Buyer and the Buyer shall reimburse the Seller with any such charge incurred by or claimed against the Seller.

13. GOVERNING LAW

This contract shall be governed and operate in accordance with the law and Courts in England and Wales to whose jurisdiction the Buyer submits by entering into a contract with the Seller on these conditions and which shall have exclusive jurisdiction in the event of any dispute arising out of or in connection with any contract made on these conditions.