

## TERMS & CONDITIONS OF TRADING

1. We ask that you review this quotation and assure yourself (the customer) that it matches your needs. Video Integrated Solutions Ltd must be informed if there are any discrepancies and/ or changes to be made.
2. The Estimate / Quotation remains open for 30 days unless previously withdrawn. Price shown are net, exclusive of VAT. Thereafter, the Estimate / Quotation is subject to confirmation or adjustment by Video Integrated Solutions Ltd.
3. Costs are based upon no retentions being held for the project.
4. (i) All increases in labour and / or material costs arising after the date of Estimate / Quotation may be recovered from the Customer unless Video Integrated Solutions Ltd expressly exclude this condition.  
(ii) The Estimate / Quotation is based on the work being affected during normal working hours Monday to Friday (08.30 – 16.30). No out of hours labour provision has been allowed for, unless otherwise agreed.  
(iii) No work will commence prior to receipt of an appropriate written Purchase Order and agreed payment terms.  
(iv) Variations or additional work shall be charged on a time and material basis unless subject to a separate agreement accepted by the Customer.  
(v) Free and unimpeded access to the site and working areas within the site will be provided at all times to avoid delay costs being levied to the customer.  
(vi) Unless specifically stated elsewhere within this proposal, no allowance has been made for the provision of MEWPS, podium steps or mobile scaffolding as part of this installation. Should these be required, additional costs will apply.  
(vii) Any revisions from the original drawing that the estimate / quotation was based upon that change installation time and material quantity will result in additional costs being levied to the customer.  
(viii) Work by other trades, any statutory fees or charges for work done by Supply Authority or Local Authority is not included.  
(ix) All Health & Safety requirements not identified prior to pricing of project and subsequent issue of PO will be charged accordingly if they result in increased costs for restriction, compliance, or other stipulations. In addition, if some requirements or stipulations result in delays/downtime on site, additional costs will also be incurred.  
(x) Whilst reasonable care will be taken, the Estimate / Quotation does not include for incidental making good of other works consequent upon the proper execution of the work.
5. (i) Payment in full shall be due on completion of the work. 14 days credit will be allowed to approved accounts from the date of a written application / invoice submitted by Video Integrated Solutions Ltd.  
(ii) Where the contract period is in excess of four weeks, written applications / Invoices will be submitted monthly for the total value of the work executed – less previous payments – the net amount due to be paid by the Customer within 14 days.  
(iii) Failure by the Customer to make payment within the 14-day period last mentioned, shall entitle Video Integrated Solutions Ltd to suspend work and / or charge interest on the amount outstanding at 8% percent above Basic Rate of Bank of Ireland.  
(iv) Commissioning certificates and/or test results will not be issued until final account has been agreed by both parties.  
(v) Please note that all materials be they supply only or installed on site, remain the property of ViS Security until paid for in full. This will be deemed to form part of any contract between parties.
6. Video Integrated Solutions Ltd shall endeavour to carry out the work within the period stipulated, or if no period is stipulated, then within a reasonable time, but shall not be held responsible for any loss or damage arising out of delay due to any cause beyond Video Integrated Solutions Ltd's control.
7. Without prejudice to the Customers Statutory rights, Video Integrated Solutions Ltd undertakes to repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to the faulty workmanship of Video Integrated Solutions Ltd, their servants or agents and is brought to the attention within twelve months of the completion of the work, provided nevertheless that:
  - (a) Video Integrated Solutions Ltd accepts no responsibility for any drawing, design or specification not prepared by them.
  - (b) Video Integrated Solutions Ltd's responsibility to the Customer, is limited to the fulfilment of the contract in a proper and workmanlike manner and Video Integrated Solutions Ltd shall not be liable for any consequential loss or damage arising out of the execution of the contract, unless due to the negligence of Video Integrated Solutions Ltd, their servants or agents.
  - (c) Video Integrated Solutions Ltd shall not be liable for any wear and tear, loss or damage, direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the Customer, his servants or agents at the customer's request before it is handed over.
  - (d) The repair or replacement of any faulty work or materials shall only be carried out by Video Integrated Solutions Ltd, their servants or agents: otherwise Video Integrated Solutions Ltd warranties as to repair or replacement shall not apply.
  - (e) Any works conducted by others on equipment/systems installed by Video Integrated Solutions Ltd, that are within the agreed warranty period will result in warranties being null and void.
9. Law: Any matters in relation to dispute or arbitration shall be settled in ROI courts under ROI law.