



STANDARD TERMS AND CONDITIONS

VALIDITY: All quotations are valid for a period of thirty days unless otherwise stated on the quotations, after which time we reserve the right to revise our quoted price.

DELIVERY: Delivery and installation will be scheduled to an, mutually agreed, timetable.

GUARANTEE: The installation and equipment supplied by this Company, when operated in accordance with our instructions, is guaranteed for a period of twelve months from the date upon which each item of the equipment is set in operation, or is ready to be set in operation, whichever occurs first. All equipment supplied by other manufactures as part of this contract will carry the guarantee provided by the manufacturer of that equipment.

The foregoing guarantee is in substitution for any other guarantee expressed or implied and is limited to replacement or repair of defective installation work or materials, this does not include the replacement of extinguishant in the event of accidental System discharges due to any reason whatsoever.

Any electronic equipment can be damaged by induced voltage and therefore the necessary suppression equipment to prevent damage to voltage sensitive electronic equipment (i.e. Micro-processor based control panels) is the responsibility of the client and the Company cannot be held responsible for the replacement or repair of any damaged equipment in the event of induced voltage.

CONSEQUENTIAL LOSS: We accept no liability for consequential loss of profits arising from defective equipment or workmanship from any cause or causes at any time prior to, during, or after the installation of the equipment including that arising from latent defects only ascertainable during and after commissioning.

TERMS OF PAYMENT: Monthly invoices will be submitted for material and labour supplied. Payment is due and payable thirty days from date of invoice. Retention, is not applicable to any progress claim, all invoice values are nett. We reserve the right to charge interest at two percent above prime bank rate, on the outstanding amount.

PAYMENT GUARANTEE: Advanced FST reserve the right to request a payment guarantee from the employer or purchaser equal to the total value of the contract works, such guarantee to be provided on request at no additional cost to Advanced FST.

CONTRACT PRICE ADJUSTMENT: Unless otherwise stated on the quotation, escalation on this contract will be based on BIAC (Haylett) Indices (the applicable Work Group), base date being the date of this quotation.

FOREIGN EXCHANGE FLUCTUATION: Should this quotation include imported goods or materials, foreign exchange fluctuation will be calculated utilizing the exchange rate ruling at today's date. Any fluctuation will be to the client's account.

VALUE ADDED TAX: Value Added Tax has been excluded from the quotation, however, a "Tax Invoice" will be submitted for payment. Identifying Value Added Tax applicable at the time of sale

In the event of any other statutory surcharge being increased or imposed subsequent to submission of this quotation or during the execution of the contract, we reserve the right to recover these additional costs.

CONTRACT PERIOD: The price quoted is on the assumption that all contract works can be carried out on a continuous basis during normal working hours. Should work be delayed and/or the contract prolonged or accelerated due to circumstances beyond the Company's control, which results in lack of continuity of site work or necessitating the Company having to leave site and re-establish, any additional costs including overtime costs involved due to lack of continuity of work or re-establishment or due to contract period change, shall be borne by the purchaser. Should any delay of the kind reformed to above occur, the Company should without delay give notice to the purchaser or one of his foreman or representatives on the site.

CANCELLATION OF ORDER: A cancellation fee of 12.5% of contract value will be applicable. Should design, preparation of drawings, procurement of equipment or deployment of labour have commenced, we reserve the right to recover those costs.

OWNERSHIP: Notwithstanding delivery, all goods supplied by Advanced FST, to the purchaser, shall remain the sole property of Advanced FST, until Advanced FST has received full payment,

DRAWINGS: All accessory data submitted with the tender, such as drawings, illustrations, weights, dimensions, etc are approximate only unless otherwise stated. All drawing costs estimates and other particulars remain the property and are the copyright of the Company and must not be made available to third parties. All drawings issued are generated on CAD and our price is provided on the basis that equipment layouts architectural and structural drawings required for the project will be provided on electronic media for integration on our system.



DESIGN: The Company accepts no responsibility for the efficacy of any design not prepared by the Company and in any case our responsibility is limited to the quality and capacity of the equipment specified in this offer.

EXCLUSIONS: The following services are excluded from this offer:

- (a) The provision of an A.C. supply to the control equipment
- (b) The final interconnection from the control relays to the air conditioning fan control circuits.
- (c) Unless specifically agreed, the Company does not include any builders, painters, masons, bricksetters, carpenters, electricians, plasterer's work, nor trenching, backfilling and making good. Whilst reasonable care will be exercised in carrying to avoid unnecessary damage to the buildings structures and contents, the Company does not accept responsibility for cutting and making good holes or for making good damage to the buildings, structures or contents. Where the purchaser is providing scaffolding and hosing facilities, these shall be made available for the Company's use.
- (d) Work being carried out outside normal working hours.
- (e) The procurement and installation of any Post Office telephone cabling between the protected premises and remote locations.
- (f) No contract charges for ratifications, replacement or cleaning will be accepted unless agreed in writing prior to this work being carried out.