



Terms & Conditions of Business

The following terms and conditions (“the Conditions”) are the terms on which Europe Home Security Limited and associates sells to other businesses (purchaser, buyer, customer) and supersede all other terms and conditions used by Europe Home Security Limited and/or associates and are to be considered in addition to other appropriate terms and conditions – see condition 14. Additional terms and conditions.

1. Orders, price and payment

- 1.1 No contract shall come into existence until Europe Home Security Limited confirms the order for Goods and/or services in writing and/or email and/or fax and/or verbally.
- 1.2 The price for the Goods and/or services (“the Price”) shall be the quoted price by Europe Home Security Limited and payment of the Price shall be made by the Buyer as detailed on the invoice “terms”. The invoice will include terms of payment (“the Due Date”) of the invoice for the goods and/or services and time of payment shall be of the essence.
- 1.3 Any cancellation of any order by the Buyer must be made by email or in writing, and agreed as cancelled also in email or writing by Europe Home Security Limited. In case of any cancellation, the Buyer may be released from their obligations under the contract after payment of a sum for reasonable liquidated damages.
- 1.4 Any discrepancies with regard the supply of the goods must be reported by email or letter within 3 days of receiving and/ or installation of the goods. Europe Home Security Limited will acknowledge any issues as detailed in correspondence and mediate a settlement.
- 1.5 The Customer shall indemnify the Company, against all costs (including legal costs) and expenses incurred by the Company in recovering amounts due from the Customer, or exercising its rights including any administration fees incurred if the Company refers a late/ non-payment dispute to its lawyers.
- 1.6 In the event of non-payment of an outstanding invoice or invoices as agreed in these terms and conditions, we reserve the right to withdraw and/ or terminate any or all services supplied by Europe Home Security Limited without notice.
- 1.7 If you do not repay the outstanding balance for the invoice and/or invoices in full and on time as detailed in these terms and conditions, interest is payable at the rate of 2% per month or £5 per calendar month, whichever is the greater, on any such overdue amounts from the due date until payment is made in full (including any accrued interest) whether before or after judgment, together with any reasonable legal or other recovery costs. The 2% interest charge is a default charge and represents a pre-estimate of our losses incurred as a result of your default in failing to settle your account in full by the due date. Interest will be calculated on a daily basis. We will notify you of the interest that is charged. In addition we shall be entitled to claim interest, fixed sum compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Late Payment of Commercial Debts Regulations 2013) where you fail to make payment of any amount on its due date.
- 1.8 In the event of non-payment of outstanding invoices, the buyer will be responsible for Costs in relation to repossession of goods supplied and/or installed. This will include all costs related to the initial installation of the goods and all cost related to the de-installation of the goods.

1.9 Any cancellation of any order by the Buyer must be made by email or in writing, and agreed as cancelled also by email or in writing by Europe Home Security Limited. In case of cancellation, the Buyer may be released from their obligations under this contract after payment of a sum for reasonable liquidated damages, unless otherwise agreed.

2. Goods and/or services

The description and quantity of the Goods and/or services to be sold ("the Goods and/or services including installations") shall be as set out in the quotation and/or proposal provided by, Europe Home Security Limited to the Buyer ("the Quotation"). Minor changes to the quotation will be considered acceptable – this may be due to model changes and/or stock availability; either way alternative goods supplied will surpass those detailed in the quotation OR a credit will be administered on the final invoice.

3. Delivery/Services

Europe Home Security Limited shall attempt to deliver the Goods and/or complete services to the Buyer's address (or as agreed) on a date as agreed or as shown in the Quotation. Time shall not be of the essence for delivery of goods and services. The Buyer shall make all necessary arrangements to take delivery of the Goods and/or services on the day notified by Europe Home Security Limited for delivery and prepare any groundwork and/or electrical work and/or other works as requested.

4. Acceptance of goods and/or service

Europe Home Security Limited must be advised in writing and / or email of any defects of the Goods and/or services as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods and/or services if they have not been rejected on or before the third day after delivery and/or installation. The Buyer shall not be entitled to reject the Goods and/or services in whole or in part thereafter, unless title has not passed to the buyer (See section 5. Title and Risk).

5. Title and risk

The Goods and/or services shall be at the risk of the Buyer following delivery and/or installation and, notwithstanding delivery, title of the Goods and/or services shall not pass to the Buyer until the Buyer has made payment of all sums owing to Europe Home Security Limited. Failing which Europe Home Security Limited shall have the right to repossess or otherwise recover the Goods and/or services and it is agreed that free access will be given for repossession. Until title passes the Buyer shall hold the Goods and/or services as bailee for Europe Home Security Limited and shall store or mark them so that they can be identified as the Goods and/or services of Europe Home Security Limited.

In the event of non-payment as detailed in the terms of payment, access to the goods will be allowed to carry out the de-installation of the goods as required. Additional compensation, (aside from monies already outstanding) will be considered in any legal action with regard the failure to allow full access to the goods to perform de-installation.

Europe Home Security limited will take care to carry out any de-installations without causing damage to any fixtures, fittings or property. Where we cause unnecessary damage because of negligence we will put it right. However, due to the nature of carrying out de-installations, the customer may need to redecorate, repair or restore certain areas once the de-installations is completed and the buyer will be responsible for this and indemnify Europe Home Security Limited against any costs.

6. Limitation of liability

- 6.1 Save in respect of personal injury or death due to any negligence, Europe Home Security Limited shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Goods and/or services.
- 6.2 Without prejudice to Condition 6.1 Europe Home Security Limited nor its suppliers shall be liable to the buyer or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Security system even if Europe Home Security Limited has been advised of the possibility of such damages.

Notwithstanding any damages that the buyer might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Europe Home Security Limited and any of its suppliers shall be limited to the amount actually paid by the customer for the Security system as detailed in the proposal.

Europe Home Security Limited shall not be liable to the buyer for

- (i) any fraud on the part of its employees and/or agents; or
- (ii) any fraudulent misrepresentation on the part of its employees and/or agents.

7. Set off and counterclaim

The buyer may not withhold payment of any invoice or other amount due to Europe Home Security Limited by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

8. Force majeure

Europe Home Security Limited shall not be liable for any default due to any circumstance beyond the reasonable control of Europe Home Security Limited including, but not limited to, Acts of God, war, civil unrest, riot, strike, and lockout, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

9. General

- 9.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 9.2 Europe Home Security Limited may without the consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.
- 9.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

10. Contract

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose or related equivalent law.

11. Entire agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

12. Governing law and jurisdiction

The laws of the United Kingdom and/or any Court of competent jurisdiction shall govern this Agreement and the parties hereby submit to the exclusive jurisdiction of the courts of the United Kingdom and/or any competent court which is deemed able to conclude the settlement of this contract.

13. Acceptance of terms and conditions of this contract

Acceptance of the terms and conditions of business of this agreement shall be made between Europe Home Security Limited and/or associates and the buyer, upon receipt of a deposit (where requested) or as agreed in writing and/or email and/or fax and/or verbally, subsequent to agreement of the contents of the quotation and/or proposal and/or project plan created by Europe Home Security Limited.

14. Additional terms and conditions (where applicable)

Acceptance of Additional terms and conditions of business may be made between Europe Home Security Limited and/or associates and the buyer, upon receipt of a deposit (where requested) or as agreed in writing and/or email and/or fax and/or verbally, subsequent to agreement of the contents of the quotation and/or proposal and/or project plan created by Europe Home Security Limited.

15. Warranties and Maintenance Agreements

- 15.1 Standard Warranty: All purchases made in the United Kingdom and European Union are granted a Limited Warranty and this Limitation of Liability is stipulated for the benefit of Europe Home Security Limited, Europe Home Security Limited, Unit 16, Leeway, Leeway Industrial Estate, NEWPORT, GWENT, NP19 4SL, UNITED KINGDOM
- 15.2 What the Limited Warranty covers: Europe Home Security Limited warrants to the purchaser ("customer") that the Security system sold by Europe Home Security Limited, will be free from defects in workmanship and materials under normal use ("Defects") for a period of one year from the date that the Security system was first purchased or installed by the customer ("Warranty Period"), subject to full payment being made.
During the Warranty Period the Security system will be repaired or replaced at the choice of Europe Home Security Limited ("Limited Warranty") without charge to the customer for either parts or labour. This Limited Warranty covers the replacement of the security system only. If the security system is repaired after the Warranty Period has expired, the Warranty Period for the repair will expire six months after the date of repair.
- 15.3 What the Warranty does not cover:
The Limited Warranty does not apply to normal wear and tear or does not apply when the Security system is opened or repaired by persons not authorised by Europe Home Security Limited and does not cover repair or replacement of any Security system or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, noncompliance with the instructions supplied with the Security system, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Security system. This Limited Warranty does not cover any software that may accompany or be installed in the Security system. The Limited Warranty does not cover the installation, removal or maintenance of the Security system or any costs related herewith.
- 15.4 How to make a warranty claim (no maintenance agreements in place):
In order to make a claim of a Defect, you must complete a Europe Home Security Limited Returns Form; please visit the www.EuropeHomeSecurity.com Site Map to obtain the appropriate document. You must return the Security system during the Warranty Period, along with a completed Returns Form detailing the Defect, and send to the address provided on the Form. If a defect arises and a valid claim under this Limited Warranty is received by Europe Home Security Limited after the first one hundred and eighty (180) days of the Warranty Period, Europe Home Security Limited is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the Security system. You must comply with any other return procedures stipulated by Europe Home Security Limited if any.
- 15.5 How to make a warranty claim (maintenance agreements in place):
In order to make a claim of a Defect, please consult the details of the maintenance agreement you have in place.
- 15.6 Your legal rights:
Some countries may not allow the exclusion or limitation of damages. If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect.
- 15.7 This Limited Warranty is the only warranty made to the buyer and is provided in lieu of any other warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.

- 15.8 Except for the Limited Warranty and to the maximum extent permitted by applicable law, Europe Home Security Limited and its suppliers provide the Security system, "as is and with all faults", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Security system, and the provision of or failure to provide support or other services, information, software, and related content through the Security system or otherwise arising out of the use of the Security system.
- 15.9 There is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the Security system. This exclusion does not apply to:
- (i) any implied condition as to title and
 - (ii) any implied warranty as to conformity with description.
- This Limited Warranty does not affect any legal rights under applicable national legislation governing the sale of consumer goods.
- 16.0 This Limited Warranty cannot be transferred to any other person.