

The Company agrees to provide at the client's request the services specified in the service schedule subject to the following terms and conditions

1. TELECOM

The subscriber or client agrees to pay all Telecom rental charges (and toll charges) and other direct costs incurred by the company in order to provide the service.

2. EQUIPMENT

The client agrees that the equipment specified in the equipment schedule shall at all times remain the property of the company and the client further agrees to return such equipment to the office of the company within 24 hours of the termination of this agreement. The company agrees to maintain the equipment during the term of the agreement in good working order at no cost to the client however should the equipment require any repair or replacement through an act of default or neglect of any party other than the company or its agent those repairs and replacements shall be paid by the client. The client shall immediately advise the company of any damage and defect and shall not permit any part not authorised by the company to repair or maintain the equipment other than to replace the battery in it.

3. INSURANCE

Insurance of the equipment is the client's responsibility and the client shall be liable to pay to the company the replacement cost of any equipment damaged (except fair wear and tear), stolen, destroyed or lost or not returned to the company within 24 hours of the termination of this agreement. For the purpose of this clause "Replacement costs" is agreed to be an amount equivalent to the sum of 17 months rental charges payable on the equipment.

4. CHARGES

A. The client agrees to pay the company the total monthly charge specified in the charges schedule or any other charge required monthly in advance as advised by invoices forwarded from the 1st day of each month to the client. Such invoices shall be paid by the 20th of the month during which the invoice is rendered.

B. The client agrees that the company shall have the right to increase the monthly charge or any other charge required on giving the client 30 days written notice in advance of the date on which the increase will take effect and if the client is unwilling to pay such increased charges the client may cancel the unexpired term of this agreement by notifying the company in writing 14 days prior to the date of such increase

C. If any payment is not made as is provided in A and B above, the amounts unpaid shall be liable to carry interest, from the date of commencement of default to the date of payment at the rate of 8% per month provided however the company's rights to obtain recovery of unpaid amounts shall not be prejudiced. By the signing of this agreement the client is bound by the terms and conditions of trade of Eagle Alarms (Eastern) Ltd.

D. At the expiration of this agreement, the client agrees to continue to pay the agreed charges as long as the equipment is sending signals or data to the company's monitoring station.

5. EXCLUSION OF LIABILITY

A. The client agrees that in no event shall the company be liable either in contract or in tort for any loss or damage whatsoever whether direct, indirect or consequential suffered by the client or any third party howsoever caused, including negligence of the part of the company its servants or agents arising from or relating to the provision of any service or equipment under this agreement.

B. Insofar as the client may, notwithstanding the previous provision of this clause, have any claim for damages against the company, its servants or agents either in contract or in tort and whether arising from negligence or otherwise (it being the intention of this clause that no such damages may be recovered) the same shall be limited to an amount equal to the sum of three months charges actually paid by the client in respect of that portion of the particular service or equipment which gave rise to such claim.

6. DEFAULT

A. If the client shall commit a breach of any provision of this agreement (whether consistent of failure to pay any monies due hereunder or other) the company may terminate its services to the client without notice such termination being without prejudice to the right of the company to recover all or any monies outstanding under this agreement at the date of termination together with all or any charges payable in respect of the unexpired portion of this agreement.

B. If at any time the client is in breach of any obligation on his part hereunder the company's obligation hereunder shall be suspended from the date of such a breach occurring.

C. In the event of the client committing a breach of any provisional disagreement the company or its agent may with or without notice and with or without legal process enter upon any premises where the equipment or any part thereof may be found and recover the equipment using such force as may be necessary and repossess the equipment without prejudice to any other remedy the company may have on account of the client's default.

7. TERMS OF AGREEMENT

This agreement shall be for term of the scheduled 12 months, and shall thereafter continue on a monthly basis unless otherwise renewed or terminated by either party giving 30 days written notice to the other of such termination.

8. ENTIRE AGREEMENT

This agreement contains the whole of the terms of the agreement between the parties hereto and all other terms, conditions and warranties which might otherwise have been implied or have any other application are hereby to the extent permitted by law expressly excluded.

9. VARIATIONS

No variations to the terms of this agreement shall be binding on the company of the client unless in writing and signed by or on behalf of both parties.

10. MONITORING SERVICE

A. In consideration of payment of the monitoring charges herein provided the company shall provide to the client a continuous 24 hours per day monitoring service consisting of monitoring all signals received at the company's monitoring station from the equipment. The Company shall respond to such signals received by endeavouring to make such telephone calls as may be required in accordance with the client's written instructions.

B. It is agreed by the client that all monitoring equipment placed or secured in the client's premises by the company and relating to this agreement shall at all times remain the property of the company and the company shall be entitled to enter upon the client's premises at all times during or after the termination of this agreement for the purpose of maintaining or removing the said equipment.

C. The company shall not be liable in respect of any professional advice which may be given in relation to the equipment or the monitoring service which is given in a negligent manner or is incorrect in any respect and the client acknowledges that it has relied in its own judgement in relation to its requirements in respect of the equipment and the monitoring service and the adequacy of such equipment and monitoring service to fulfil its requirements.

11. FORCE MAJURE

Neither party to this agreement shall be entitled to compensation for failure on the part of the other party to meet any duty or obligation under this agreement if such failure has been brought about indirectly by fire, war or other similar circumstance beyond the control of the party so failing to such a degree to render it impractical for such party to carry out such duty or obligation.