



Avansys LLP t/a Fixfire®

Terms and Conditions of Purchase



Fire Safety



Call Systems



Access & Security



DDA Compliance

Avansys LLP t/a Fixfire

Terms and Conditions of Purchase

1. DEFINITIONS AND INTERPRETATION

In these Conditions the following definitions apply:

Acknowledgement of Order	Fixfire's written acknowledgement accepting the Supplier's Offer to supply Goods and/or Services on the terms of an Order.
Best Industry Standards	The degree of skill, diligence, prudence, foresight and operating practice expected from a highly skilled and experienced person engaged in the supply of goods or services the same as or substantially similar to the Goods and Services, including compliance with all applicable fire safety and life-safety standards, codes of practice and regulatory guidance current at the relevant time.
Business Day	A day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Certification	Such industry certification or registration as Fixfire may specify in an Order, and in any event including (as applicable) BAFE registration, FIA membership, FIRAS certification, LPCB approval, or such equivalent or successor accreditation as Fixfire may accept in writing.
Competent Person	A person who, by reason of training, qualifications, experience and practical knowledge, is competent to carry out the relevant design, supply, installation, commissioning or maintenance activity in accordance with applicable British or European Standards and regulatory requirements, and who holds such personal or corporate accreditation as may be required by Fixfire, applicable law or applicable regulation.
Conditions	These terms and conditions, as amended from time to time in accordance with clause 32.3.
Contract	The contract between Fixfire and the Supplier for the purchase of Goods and/or Services in accordance with these Conditions.
Critical Safety Defect	Any defect, non-conformity, vulnerability, firmware issue or design error in the Goods and/or Services that: (a) creates or is reasonably likely to create a risk of death, personal injury or property damage; (b) causes or is reasonably likely to cause the Goods to fail to perform their intended fire-safety or life-safety function; or (c) has or is likely to have the effect of invalidating or reducing the scope of any applicable Certification.
Cybersecurity Requirements	The requirements of Cyber Essentials (or an equivalent standard approved by Fixfire in writing), the NCSC guidelines for network-connected products, and any applicable product cybersecurity standards or regulatory requirements in force from time to time, including (once in force) the requirements of the Product Security and Telecommunications Infrastructure Act 2022 and associated regulations.
Data Retention Period	A minimum of 12 years from the date of Delivery or practical completion of the relevant Services for works to or for higher-risk buildings (as defined in the Building Safety Act 2022), and a minimum of 6 years in respect of all other works.
Delivery	Completion of delivery of the Goods specified in an Order in accordance with clause 7.2.
Delivery Date	The date specified for delivery of Goods in an Order, or as otherwise agreed in writing.
Delivery Location	The location specified for delivery of Goods in an Order, or as otherwise agreed in writing.
Fixfire	Avansys LLP trading as Fixfire, a limited liability partnership registered in England and Wales with registered number OC394693, whose registered address is Mayflower House, Bodmin Road, Coventry, West Midlands CV2 5DB.

Force Majeure Event	Events, circumstances or causes beyond a party's reasonable control.
Goods	The fire safety products, systems, components, equipment, materials and associated items (or any part of them) set out in an Order, including (without limitation) fire detection and alarm systems and components, emergency lighting equipment, fire suppression and sprinkler system components, fire doors and ironmongery, intumescent products, gas detection equipment, access control and evacuation alert system components, nurse call and disabled refuge equipment, and associated hardware, cabling and accessories.
Group	In relation to a company or partnership, that entity, any subsidiary or holding company, and any subsidiary of such holding company.
Life-Safety Requirements	All statutory, regulatory and normative requirements applicable to the design, manufacture, supply, installation, commissioning and maintenance of fire safety and life-safety systems and equipment, including (without limitation) the Regulatory Reform (Fire Safety) Order 2005, the Building Safety Act 2022, the Building Regulations 2010 (including Approved Document B), the Health and Safety at Work etc. Act 1974, and the applicable requirements of BS 5839, BS 5266, BS 7273, BS 9251, BS 9990, BS 9999, BS EN 54, BS EN 12094 and any other applicable British or European Standard as current from time to time.
Mandatory Policies	Fixfire's business policies as published and amended from time to time.
Obsolescence Notice	A formal notice from the Supplier notifying Fixfire of any planned discontinuation, end-of-life, end-of-support or significant change to any Goods (including any component thereof), or of any lapse, suspension, withdrawal or material change to the applicable Certification.
Offer	The Supplier's offer in response to an Order to supply Goods and/or Services on these Conditions.
Order	Fixfire's order for the Goods and/or Services, as set out in Fixfire's purchase order form.
Product Recall	Any voluntary or mandatory recall, withdrawal, field safety corrective action, safety alert or customer notification issued or required in respect of any Goods (including any batch or serial number thereof), whether initiated by the Supplier, a regulatory authority, a third-party approval body or otherwise.
Services	Any installation, commissioning, inspection, maintenance, repair, assessment, training or other services set out in an Order and supplied by the Supplier in connection with the Goods.
Specification	The specification of the Goods and/or Services set out in an Order or otherwise agreed in writing, including: (a) technical data, drawings and performance criteria; (b) applicable British or European Standards and any LPCB, BAFE or FIA technical schedules; (c) UKCA/CE marking requirements; (d) packing and labelling requirements; (e) cybersecurity requirements applicable to network-connected Goods; and (f) any Fixfire-specific installation or commissioning standards communicated in writing.
Step-in Notice	Written notice from Fixfire to the Supplier stating that Fixfire intends to exercise its step-in rights under clause 10.
Supplier	The person or firm from whom Fixfire purchases the Goods and/or Services.
Warranty Period	A minimum of 24 months from the date of Delivery or, where Services are included, from the date of practical completion of those Services, unless a longer period is stated in the Order.
VAT	Value added tax or any equivalent or replacement sales tax chargeable from time to time in the UK.

1.2 A reference to a statute or statutory provision includes any subordinate legislation and any amendment or re-enactment.

- 1.3 Any phrase introduced by including, include, in particular or similar is illustrative and does not limit the preceding words.
- 1.4 A reference to writing or written includes email.
- 1.5 References to English legal terms include the nearest equivalent concept in any other jurisdiction.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an enquiry only by Fixfire. On receipt the Supplier shall issue an Offer. Fixfire may accept the Offer by issuing an Acknowledgement of Order, at which point the Contract comes into existence.
- 2.3 The Supplier waives any right to rely on any term in its own documents inconsistent with these Conditions.

3. QUALITY, COMPLIANCE AND STANDARDS

- 3.1 The Supplier shall manufacture (if applicable), pack and supply the Goods and provide the Services in accordance with: (a) applicable UK and EU law; (b) the Life-Safety Requirements; (c) Best Industry Standards; and (d) the applicable Certification.
- 3.2 The Goods supplied to Fixfire under this Contract shall:
 - 3.2.1 conform to the Specification;
 - 3.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Fixfire;
 - 3.2.3 comply with all applicable Life-Safety Requirements;
 - 3.2.4 carry valid UKCA or CE marking (as applicable) and be accompanied by the relevant Declaration of Conformity and/or Declaration of Performance;
 - 3.2.5 comply with all applicable product safety legislation;
 - 3.2.6 be free from defects in design, materials and workmanship;
 - 3.2.7 where applicable, be listed on the relevant LPCB, BAFE or FIA third-party approval registers as required by the Specification; and
 - 3.2.8 where network-connected, comply with the Cybersecurity Requirements.
- 3.3 Where Services are included in an Order, the Supplier shall ensure that: (a) all Services are performed by Competent Persons who hold and can evidence on request all required personal accreditation; (b) all Services are completed with reasonable skill and care in accordance with the Specification and the Life-Safety Requirements; and (c) all design, installation, commissioning records, certificates and handover documentation required by the applicable British Standard or Fixfire's works programme are provided to Fixfire promptly on completion.
- 3.4 The Supplier shall pack and label the Goods in accordance with the Specification or Best Industry Standards so as to ensure they arrive in good condition.
- 3.5 The Supplier shall obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to supply the Goods and perform the Services.
- 3.6 In performing its obligations the Supplier shall at all times comply with the Mandatory Policies.

4. DESIGN RESPONSIBILITY

- 4.1 Where the Supplier provides design, specification, engineering calculation or advisory services — including the design of fire detection and alarm systems, smoke control systems, sprinkler and suppression systems, evacuation alert systems, emergency voice communication systems or any other fire-safety or life-safety system — it shall ensure that:
 - 4.1.1 designs comply with the applicable British or European Standard and any Life-Safety Requirement current at the time of issue;
 - 4.1.2 all design assumptions, input data, calculations and design decisions are documented and retained for the Data Retention Period;
 - 4.1.3 any variation to the design scope agreed with Fixfire's customer or end user is communicated to Fixfire in writing before implementation;

- 4.1.4 designs are prepared by or under the supervision of a Competent Person and, where required by applicable law or Standard, by a person holding the relevant professional qualification; and
- 4.1.5 Fixfire is promptly notified in writing of any design error, omission or change of circumstance materially affecting the design intent, fire-safety strategy or compliance of the system.
- 4.2 Where the Supplier's design is to be incorporated into a Gateway 2 Building Control application or a Building Safety Case under the Building Safety Act 2022, the Supplier shall provide such additional documentation, calculations and supporting evidence as Fixfire may reasonably request within ten Business Days.
- 4.3 The Supplier's professional indemnity insurance (clause 21.1.4) shall expressly cover all design services provided under this Contract and shall be maintained for the duration of the applicable Data Retention Period.
- 4.4 Fixfire's acceptance of any design, drawing or specification does not relieve the Supplier of any responsibility for errors or omissions therein.

5. ANTI-COUNTERFEITING AND PRODUCT AUTHENTICITY

- 5.1 The Supplier warrants and represents that all Goods supplied under this Contract are:
 - 5.1.1 genuine products manufactured by or under the direct authority of the stated manufacturer;
 - 5.1.2 not counterfeit, fraudulently marked, tampered with, diverted, grey-market or subject to parallel importation without the manufacturer's authorisation;
 - 5.1.3 not refurbished, reconditioned or otherwise modified without Fixfire's prior written consent and without full disclosure of the nature of any modification; and
 - 5.1.4 traceable throughout the supply chain from the point of manufacture to the point of Delivery, with records maintained for the Data Retention Period.
- 5.2 All UKCA markings, CE markings, LPCB listings, BAFE approvals, FIA registrations and any other third-party approvals or markings applied to, or associated with, the Goods are genuine, properly obtained, correctly applied and current.
- 5.3 The Supplier shall, on Fixfire's request, provide full chain-of-custody documentation tracing the Goods from the manufacturer to the point of Delivery, including the identity of each intermediary in the supply chain.
- 5.4 If the Supplier becomes aware, or has reason to suspect, that any Goods supplied (or to be supplied) under this Contract may be counterfeit, of uncertain provenance or subject to any of the concerns described in clause 5.1, it shall immediately notify Fixfire in writing and shall not make any further deliveries of affected Goods without Fixfire's prior written consent.
- 5.5 Any breach of this clause 5 shall constitute a material breach for the purposes of clause 25.1.1.

6. CERTIFICATION AND DOCUMENTATION

- 6.1 The Supplier warrants that it has, and will maintain throughout the term of this Contract, the applicable Certification.
- 6.2 The Supplier shall immediately notify Fixfire if any Certification lapses, is suspended or is revoked. In such circumstances Fixfire may terminate this Contract under clause 25.1.4.
- 6.3 At Fixfire's reasonable request, the Supplier shall promptly provide:
 - copies of current BAFE, LPCB, FIA or equivalent third-party approval certificates;
 - current Declarations of Conformity and/or Declarations of Performance;
 - relevant test reports and type approval documentation;
 - Material Safety Data Sheets (where applicable);
 - technical data sheets and installation, commissioning and maintenance instructions;
 - batch and serial number traceability records;
 - health and safety information for the Goods; and
 - copies of the Supplier's ISO 9001 (or equivalent) and, where applicable, ISO 14001 or ISO 45001 certificates.
- 6.4 Prior to commencement of this Contract the Supplier shall provide Fixfire with the Supplier Documentation, including: Fixfire Supplier Questionnaire; evidence of current Certification; specimen Declarations of Conformity/Performance; insurance certificates; health and safety policy; and any other documentation specified in the Order.

- 6.5 The Supplier warrants that all information in the Supplier Documentation is complete and accurate. The Supplier shall immediately notify Fixfire of any error, inaccuracy or material change and shall provide updated documentation.
- 6.6 Fixfire may terminate this Contract immediately on written notice if, had the information the subject of a notification under clause 6.5 been disclosed before commencement, Fixfire would not have entered into the Contract.

7. DELIVERY

- 7.1 The Supplier shall deliver the Goods to the Delivery Location by the Delivery Date. Time for delivery is of the essence.
- 7.2 Delivery is complete on completion of unloading at the Delivery Location.
- 7.3 The Supplier shall not deliver by instalments without Fixfire's prior written consent.
- 7.4 If delivery is not made on the Delivery Date Fixfire may (without limiting other rights): (a) refuse subsequent attempted delivery; (b) terminate this Contract with immediate effect; (c) obtain substitute Goods from another supplier and recover all costs reasonably incurred; and (d) claim all other resulting losses including any liquidated damages payable under clause 20.
- 7.5 Each delivery shall be accompanied by a delivery note showing the order number, date, product and/or part references, quantities, batch and serial numbers, and any required compliance documentation.
- 7.6 If the Supplier delivers an incorrect quantity Fixfire may reject and return the Goods at the Supplier's risk and expense, or accept them with a pro-rata adjustment to the invoice.
- 7.7 Where a short delivery is accepted the Supplier shall supply the shortfall at its own cost within three Business Days.
- 7.8 Return of any packaging required by the Supplier must be stated on the delivery note and shall be at the Supplier's expense.

8. ACCEPTANCE AND DEFECTIVE GOODS

- 8.1 Fixfire shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery or, in the case of a latent defect, until a reasonable time after the defect becomes apparent.
- 8.2 If any Goods do not comply with clause 3.2 or are otherwise not in conformity with the Contract, Fixfire may reject them and: (a) require replacement at the Supplier's risk and expense within a time specified by Fixfire; (b) require full repayment of the price; and/or (c) claim damages for all resulting losses.
- 8.3 Fixfire's rights under this clause 8 are in addition to all statutory rights.
- 8.4 These Conditions apply to any repaired or replacement Goods.
- 8.5 If the Supplier fails to replace rejected Goods promptly, Fixfire may exercise its step-in rights under clause 10 and/or obtain substitutes from a third party and recover all costs from the Supplier.
- 8.6 Where Goods are subject to third-party approval and that approval is withdrawn, suspended or not renewed, Fixfire may reject further Goods of that type under clause 8.2.

9. WARRANTY

- 9.1 The Supplier warrants that the Goods and Services shall: (a) conform to the Specification; (b) comply with the Life-Safety Requirements; (c) be free from defects in design, materials and workmanship; and (d) continue to perform their intended function throughout the Warranty Period.
- 9.2 If any defect becomes apparent during the Warranty Period, Fixfire shall notify the Supplier. The Supplier shall, at its own cost:
 - 9.2.1 attend site (where attendance is required) within the timescale stipulated by Fixfire having regard to the nature and urgency of the defect — and in respect of any Critical Safety Defect within 24 hours of notification (or such shorter period as Fixfire may specify);
 - 9.2.2 repair or replace the defective Goods or re-perform the defective Services to Fixfire's satisfaction; and
 - 9.2.3 bear all reasonable costs incurred by Fixfire, including engineer attendance, re-inspection, site visits, and client backcharges directly attributable to the defect.
- 9.3 Where Goods are repaired or replaced under this clause, a fresh Warranty Period of the same duration shall apply to the repaired or replacement Goods from the date of repair, replacement or re-performance.
- 9.4 The warranty in this clause is in addition to any statutory rights and any rights under clause 8.

- 9.5 If the Supplier fails to respond or rectify any defect within the timescales in clause 9.2, Fixfire may exercise its step-in rights under clause 10 without further notice.
- 9.6 This clause shall survive termination or expiry of the Contract.

10. STEP-IN RIGHTS

- 10.1 Fixfire may exercise its step-in rights under this clause if the Supplier:
- 10.1.1 fails to respond to any defect, Critical Safety Defect or recall within the timescales required under clauses 9.2, 11.1 or 14.2;
 - 10.1.2 fails to meet a service level obligation under clause 14 on more than one occasion in any rolling 12-month period;
 - 10.1.3 becomes subject to an insolvency event referred to in clause 25.1.2; or
 - 10.1.4 otherwise fails to perform its obligations under this Contract in circumstances where urgent remedial action is required to protect life safety or to prevent damage to property or to Fixfire's client relationships.
- 10.2 Before exercising step-in rights (save in an emergency relating to life safety, where Fixfire may act immediately), Fixfire shall serve a Step-in Notice giving the Supplier not less than 24 hours to commence the required remedial action. If the Supplier fails to commence within that period or is in one of the situations described in clauses 10.1.1 or 10.1.3, Fixfire may proceed without further notice.
- 10.3 On exercise of step-in rights Fixfire may:
- 10.3.1 carry out or procure the carrying out of any works, remediation, replacement, inspection, testing or other action that the Supplier was required to perform;
 - 10.3.2 engage and pay third-party contractors and specialists to carry out such works; and
 - 10.3.3 use, or permit its contractors to use, any materials, equipment, designs, documentation and information belonging to the Supplier that are on-site or otherwise reasonably necessary to carry out the remedial works.
- 10.4 The Supplier shall:
- 10.4.1 grant Fixfire and its contractors immediate access to any relevant site, premises, system or equipment;
 - 10.4.2 provide all information, records, drawings and documentation reasonably required by Fixfire to carry out the step-in works; and
 - 10.4.3 co-operate fully with Fixfire and its contractors throughout the step-in period.
- 10.5 All reasonable costs incurred by Fixfire in exercising its step-in rights, including third-party contractor costs, materials, professional fees, travel and an administration charge of 5% of the total step-in costs, shall be recoverable from the Supplier as a debt immediately due and payable. Fixfire may set off such costs against any amounts otherwise payable to the Supplier.
- 10.6 Exercise of step-in rights shall not: (a) constitute a waiver of any breach by the Supplier; (b) release the Supplier from any obligation or liability under the Contract; or (c) prevent Fixfire from exercising any other right or remedy available to it.

11. PRODUCT SAFETY, RECALL AND OBSOLESCENCE

11.1 Notification of Critical Safety Defects and recalls

- 11.1.1 The Supplier shall immediately (and in any event within 24 hours of becoming aware) notify Fixfire in writing of:
- any actual or suspected Critical Safety Defect in the Goods;
 - any Product Recall (whether voluntary, mandatory or under direction of a regulatory authority or approval body);
 - any field safety corrective action, safety alert or customer notice issued or required in respect of the Goods;
 - any withdrawal, suspension or material change to any Certification applicable to the Goods; and
 - any knowledge of personal injury, property damage or system failure that may be attributable to the Goods.
- 11.1.2 Notification shall include: (a) the nature and scope of the issue; (b) the affected product types, batch numbers, serial numbers and delivery date ranges; (c) the known or suspected root cause; (d) the remedial action being taken or proposed; and (e) an assessment of the risk to life-safety systems in the field.

11.2 Recall responsibilities

11.2.1 Where a Product Recall or field safety corrective action is required, the Supplier shall, at its own cost:

- identify all affected Goods supplied to Fixfire (by batch number, serial number or other traceability reference) and provide Fixfire with a complete list within two Business Days of initial notification;
- assist Fixfire in identifying the end-customer sites to which affected Goods have been deployed;
- prepare and, after approval by Fixfire, issue such customer communications as may be required;
- carry out or fund all field remediation, repair, replacement or decommissioning works required;
- bear all reasonable costs incurred by Fixfire arising from the recall, including engineer attendance, re-inspection, site visits, scaffolding, client backcharges and regulatory reporting costs; and
- keep Fixfire informed of progress at intervals of not more than five Business Days until remediation is complete.

11.2.2 The Supplier shall not issue any public statement, press release or communication to Fixfire's customers in relation to a recall or Critical Safety Defect affecting Goods supplied to Fixfire without Fixfire's prior written approval, save where required by law.

11.3 Obsolescence management

11.3.1 The Supplier shall give Fixfire an Obsolescence Notice at least 24 months before any planned discontinuation, end-of-life or end-of-support date for any Goods (or component thereof), or as early as reasonably practicable where a shorter notice period is unavoidable.

11.3.2 The Obsolescence Notice shall include: (a) the affected product reference(s); (b) the proposed end-of-life and end-of-support dates; (c) any available replacement or successor product; and (d) confirmation of spare parts and service support availability during the transition.

11.3.3 On receipt of an Obsolescence Notice, Fixfire may (without limiting other rights) place a final stocking order at the prevailing price within 60 days, which the Supplier shall fulfil.

11.3.4 Where the Supplier becomes aware of any change to the applicable Certification that could affect the ongoing compliance of Goods already in service, the Supplier shall immediately notify Fixfire and cooperate to agree a remediation plan at the Supplier's cost.

12. CYBERSECURITY

12.1 Where Goods are network-connected or contain embedded software or firmware, the Supplier warrants that at the time of Delivery and throughout the Warranty Period the Goods: (a) comply with the Cybersecurity Requirements; (b) do not contain any known, undisclosed vulnerability creating a risk to life-safety systems; (c) have been subject to appropriate security testing; and (d) are supplied with documentation describing supported communication protocols, authentication mechanisms and minimum security configuration requirements.

12.2 The Supplier shall maintain, and provide to Fixfire on request, a written firmware update and patch management policy, including: (a) the expected period during which firmware updates will be made available; (b) the process for notification of updates; and (c) the process for emergency patches where a vulnerability poses an imminent risk.

12.3 The Supplier shall notify Fixfire within 24 hours (or such shorter period as required by applicable law) of becoming aware of: (a) any cybersecurity vulnerability that has been, or could reasonably be, exploited to affect system availability, integrity or safety; or (b) any unauthorised access to or compromise of systems used to manufacture, test, configure or distribute the Goods.

12.4 The Supplier shall notify Fixfire at least 12 months before any planned end-of-support date for firmware or software associated with the Goods.

12.5 Breach of this clause shall constitute a material breach for the purposes of clause 25.1.1.

13. DATA RETENTION AND RECORDS

13.1 The Supplier shall maintain, for the applicable Data Retention Period, records in relation to all Goods and Services including:

- design calculations, drawings and specifications (where applicable);

- test and commissioning records, including pre-delivery acceptance test records;
- batch and serial number records linking supplied Goods to their component sources;
- installation and commissioning certificates and handover documentation;
- inspection and maintenance records (where Services include periodic inspection or maintenance);
- signed certificates of compliance and Declarations of Conformity/Performance;
- Competent Person qualifications and accreditation records; and
- BIM data, O&M manual content or other golden thread records required by or for the Building Safety Act 2022.

13.2 Records shall be maintained in a format that remains readable and accessible in a standard format throughout the Data Retention Period.

13.3 The Supplier shall make all records available to Fixfire (and, where required by law, to a Building Safety Regulator or other competent authority) within five Business Days of request.

13.4 These obligations survive termination or expiry of the Contract for the duration of the applicable Data Retention Period.

14. SERVICE LEVELS

14.1 This clause applies where the Supplier provides on-site installation, commissioning, inspection, maintenance or repair services under an Order.

14.2 Unless otherwise stated in the Order, the Supplier shall comply with the following minimum service level obligations:

Service type	Response time	Rectification time
Critical Safety Defect (attended)	Within 24 hours of notification	Within 48 hours of attendance (or as agreed)
Urgent defect (non-life-safety)	Within 3 Business Days	Within 5 Business Days
Routine defect or snag	Within 10 Business Days	Within 20 Business Days
Planned maintenance visit	As specified in Order	Completed in single visit unless otherwise agreed
Commissioning or handover	As specified in programme	As specified in programme

14.3 The Supplier shall ensure all personnel providing Services hold and maintain the competency matrix agreed with Fixfire in the Order (or, where no matrix has been agreed, the minimum competency required by the applicable British Standard and Certification scheme for the work type).

14.4 Failure to meet the service level obligations in clause 14.2 on more than three occasions in any rolling 12-month period shall constitute a material breach for the purposes of clause 25.1.1, and shall in addition entitle Fixfire to claim liquidated damages under clause 20.2 for each further failure.

14.5 Nothing in this clause limits Fixfire's rights under clause 8 (Acceptance and Defective Goods), clause 9 (Warranty) or clause 10 (Step-in Rights).

15. SUPPLY CHAIN AND SUBCONTRACTORS

15.1 The Supplier shall not subcontract any of its obligations under this Contract to a third party without Fixfire's prior written consent, such consent not to be unreasonably withheld or delayed. Consent shall not be required for the purchase of standard components or materials from established distributors or manufacturers in the ordinary course of trade.

15.2 Where the Supplier uses subcontractors or third-party suppliers in connection with the manufacture, assembly, installation or maintenance of the Goods or in the performance of the Services, it shall:

- 15.2.1 ensure that such subcontractors and third-party suppliers are bound by written terms that are no less onerous than the equivalent obligations imposed on the Supplier under this Contract, including (without limitation)

- quality, compliance, certification, Life-Safety Requirements, cybersecurity, anti-counterfeiting, data retention and insurance obligations;
- 15.2.2 remain primarily liable to Fixfire for the acts, omissions, defaults and failures of all subcontractors and third-party suppliers as if they were the acts, omissions, defaults and failures of the Supplier itself;
- 15.2.3 not substitute any subcontractor engaged for Certified or specialist activities (including fire system design, installation or commissioning) without Fixfire's prior written approval; and
- 15.2.4 on Fixfire's written request, disclose the identity and role of all material subcontractors and third-party suppliers engaged in connection with a particular Order within five Business Days.
- 15.3 Where Goods are manufactured or assembled outside the United Kingdom, the Supplier shall maintain and be able to provide, within five Business Days of request, a full chain-of-custody record from the point of manufacture to the point of Delivery, consistent with the Supplier's obligations under clause 5 (Anti-counterfeiting and Product Authenticity).
- 15.4 The Supplier shall include in its contracts with subcontractors an obligation for those subcontractors to flow down equivalent obligations to their own subcontractors and suppliers, to the extent relevant to the Goods and Services.

16. INTELLECTUAL PROPERTY AND DOCUMENTATION RIGHTS

- 16.1 By supplying Goods and/or Services under this Contract the Supplier grants Fixfire (and its permitted successors, assigns and subcontractors) a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence to use, copy, reproduce, adapt and distribute:
 - 16.1.1 all technical documentation, manuals, drawings, specifications, installation and commissioning guides, maintenance procedures and other materials supplied by the Supplier in connection with the Goods or Services;
 - 16.1.2 all BIM data, golden thread information, O&M manual content and other records required to be provided under clause 13 or by the Building Safety Act 2022; and
 - 16.1.3 any design, calculation or specification prepared by the Supplier under clause 4,
 in each case for the purposes of: using, operating, maintaining, repairing, modifying, extending or replacing the Goods or systems of which they form part; fulfilling obligations to Fixfire's customers, end users, building owners and regulators; and complying with the Life-Safety Requirements.
- 16.2 Fixfire may sub-licence the rights granted in clause 16.1 to its customers, the relevant building owner or occupier, asset managers, maintenance contractors and (where required by law) to any Building Safety Regulator or competent authority.
- 16.3 Where Goods include or incorporate software, firmware or other digital content, the Supplier grants to Fixfire and Fixfire's customers a perpetual, irrevocable, royalty-free, non-exclusive licence to use, operate and maintain such software and firmware for the purposes of operating and maintaining the Goods throughout their operational life.
- 16.4 Nothing in this clause transfers ownership of any intellectual property rights to Fixfire. The Supplier retains ownership of its intellectual property subject only to the licences granted in this clause.
- 16.5 The Supplier indemnifies Fixfire against all losses, liabilities, costs and expenses arising from any claim that Fixfire's use of the Goods, documentation or materials in accordance with this Contract infringes any third party's intellectual property rights.
- 16.6 The rights granted in this clause shall survive termination or expiry of the Contract.

17. AUDIT RIGHTS

- 17.1 Fixfire (and any person authorised by it, including its professional advisers) may, on not less than five Business Days' written notice, carry out audits of the Supplier's business, premises, systems, records and documentation to verify compliance with any obligation under this Contract. Such audits may cover:
 - 17.1.1 manufacturing and testing processes and facilities;
 - 17.1.2 quality management systems and records;
 - 17.1.3 Certification and accreditation status;
 - 17.1.4 traceability and batch records;
 - 17.1.5 modern slavery, ESG and supply chain due diligence compliance;

- 17.1.6 cybersecurity policies and practices relevant to the Goods; and
- 17.1.7 data retention compliance under clause 13.
- 17.2 Fixfire may attend the Supplier's premises or any site at which Services are being performed, without prior notice, where Fixfire reasonably believes there is a risk to life safety, an imminent product safety issue or a Critical Safety Defect.
- 17.3 Audits under clause 17.1 shall be conducted during normal business hours, shall not be carried out more than twice per calendar year (save in the event of a suspected material breach, Critical Safety Defect or Product Recall, in which case there shall be no limit on frequency), and shall be conducted in a manner that minimises disruption to the Supplier's operations.
- 17.4 The Supplier shall provide reasonable co-operation, access and assistance in connection with any audit, including providing access to relevant personnel and making records available.
- 17.5 Fixfire's audit costs shall be borne by Fixfire, except where an audit reveals a material breach of this Contract, in which case the Supplier shall bear Fixfire's reasonable audit costs.

18. TITLE AND RISK

- 18.1 Title and risk in the Goods shall pass to Fixfire on completion of Delivery.

19. PRODUCT PRICES

- 19.1 The price of the Goods and/or Services shall be the price set out in the Order or, if no price is quoted, the price in the Supplier's published price list in force at the date the Contract comes into existence.
- 19.2 The price: (a) excludes VAT, which Fixfire shall additionally pay at the prevailing rate on receipt of a valid VAT invoice; and (b) includes the costs of packaging, insurance and carriage (including all applicable tariffs, duties and import taxes).
- 19.3 No extra charges shall be effective unless agreed in writing with Fixfire.

20. LIQUIDATED DAMAGES

- 20.1 Late delivery of Goods. If the Supplier fails to deliver any Goods by the Delivery Date (otherwise than as a result of Fixfire's default), Fixfire may, without prejudice to any other right or remedy, deduct from any amount otherwise payable to the Supplier, or recover from the Supplier as a debt:
 - 20.1.1 liquidated damages at the rate of 0.5% of the value of the relevant Order (excluding VAT) for each Business Day (or part thereof) by which delivery is delayed beyond the Delivery Date ("Delivery LDs"); and
 - 20.1.2 Delivery LDs shall be capped at 10% of the value of the relevant Order (excluding VAT) in aggregate.
- 20.2 Service level failures. If the Supplier fails to respond or rectify any defect or service failure within the applicable timescales set out in clause 14.2 (other than as a result of Fixfire's default), Fixfire may, without prejudice to any other right or remedy, recover from the Supplier:
 - 20.2.1 liquidated damages at the rate of £100 per Business Day (or part thereof) for each Business Day by which the applicable response or rectification deadline is exceeded ("SLA LDs"); and
 - 20.2.2 SLA LDs shall be capped at £2,500 per event and £10,000 in aggregate per 12-month period.
- 20.3 The parties acknowledge and agree that the liquidated damages set out in this clause 20 represent a genuine pre-estimate of the loss likely to be suffered by Fixfire as a result of the relevant failure and are not a penalty. In the event that it is established that a liquidated damages provision in this clause is unenforceable as a penalty, Fixfire shall be entitled to recover its actual losses (which may exceed the cap set out in this clause).
- 20.4 Liquidated damages under this clause are in addition to, and do not limit, Fixfire's right to claim damages for any losses that exceed the relevant cap, provided that Fixfire gives credit for any liquidated damages already recovered in respect of the same event.

21. INSURANCE

- 21.1 During this Contract and for a period of six years afterwards, the Supplier shall maintain in force with reputable insurers:

- 21.1.1 public liability insurance for not less than £5,000,000 per claim;
 - 21.1.2 products liability insurance for not less than £5,000,000 per occurrence and not less than £5,000,000 in aggregate per year;
 - 21.1.3 employers' liability insurance for not less than £10,000,000 per occurrence (or as required by law, if higher); and
 - 21.1.4 professional indemnity insurance (where the Supplier provides design, assessment, specification or advisory services, or carries out installation or commissioning of fire-safety or life-safety systems) for not less than £2,000,000 per claim and in the aggregate, on a claims-made basis, maintained throughout the applicable Data Retention Period.
- 21.2 In addition to the minimum limits in clause 21.1, the Supplier shall ensure that the limits and scope of its insurance policies are, at all times, sufficient to cover the full extent of its potential liabilities to Fixfire under this Contract, having regard to: (a) the nature and value of the Goods and Services supplied; (b) the potential cost of any Product Recall or Critical Safety Defect affecting Goods supplied to Fixfire's customers; and (c) the potential regulatory, recall and consequential loss exposure arising from the supply of fire-safety and life-safety products and services. For the avoidance of doubt, the limits in clause 21.1 are minimum floors and not maximum requirements.
- 21.3 On Fixfire's written request, the Supplier shall provide copies of insurance certificates and full details of the cover, including any material limitations or exclusions.
- 21.4 The Supplier shall: (a) do nothing to invalidate any insurance policy or prejudice Fixfire's entitlement under it; and (b) notify Fixfire immediately of any cancellation, material change or impending expiry without renewal of any policy.
- 21.5 Breach of clause 21.4 shall constitute a material breach for the purposes of clause 25.1.1.
- 21.6 Fixfire may terminate this Contract immediately on written notice if it reasonably believes the Supplier's insurance does not cover all risks that would normally be insured by a prudent supplier of fire-safety or life-safety products and services.
- 21.7 The Supplier's liabilities under this Contract shall not be limited by the insurance it is required to maintain.

22. TERMS OF PAYMENT

- 22.1 The Supplier may invoice Fixfire on or at any time after Delivery or, for Services, on or after their completion.
- 22.2 Invoices shall include: the date of the Order; invoice number; Fixfire's purchase order number; the Supplier's VAT registration number; and any supporting documents reasonably required by Fixfire.
- 22.3 Fixfire shall pay correctly rendered invoices in full by the end of the month following the month of receipt. Payment shall be made to the bank account nominated in writing by the Supplier.
- 22.4 If Fixfire disputes any invoice it shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to resolve the dispute within 20 Business Days, failing which the matter shall be referred to Fixfire's auditor whose decision (save for manifest error) shall be final and binding. The undisputed amount shall be paid on the due date.
- 22.5 Fixfire may at any time set off any liability of the Supplier to Fixfire against any liability of Fixfire to the Supplier, including any step-in costs recoverable under clause 10.5 or liquidated damages under clause 20.

23. COMPLIANCE, MODERN SLAVERY AND ESG

- 23.1 The Supplier shall, and shall procure that each member of its Group shall, comply with all applicable laws, statutes, regulations and codes from time to time in force, including all Life-Safety Requirements, product safety legislation, competition law, anti-bribery and anti-corruption legislation (including the Bribery Act 2010), data protection legislation, and modern slavery and human trafficking legislation (including the Modern Slavery Act 2015).
- 23.2 The Supplier represents and warrants that it has implemented, and shall maintain throughout the term of this Contract, adequate procedures to prevent bribery, corruption, modern slavery and human trafficking in its business and supply chains.
- 23.3 Where required by the Modern Slavery Act 2015 to publish a transparency statement, the Supplier shall provide Fixfire with a copy of its current statement on request and notify Fixfire of any material change.
- 23.4 The Supplier shall, on Fixfire's written request (at intervals of not more than once per 12-month period):
- 23.4.1 provide a written summary of supply chain due diligence measures taken in respect of the Goods during the preceding 12 months;

- 23.4.2 provide a copy of its current environmental policy and confirm whether it is subject to any mandatory carbon reporting obligation and, if so, the outcome of the most recent reporting period; and
- 23.4.3 confirm whether it holds ISO 14001, ISO 45001 or equivalent certification, providing copies on request.
- 23.5 Fixfire reserves the right to audit the Supplier's compliance with this clause 23, subject to the conditions and limits set out in clause 17.
- 23.6 Fixfire may terminate the Contract with immediate effect on written notice if the Supplier commits a material breach of clause 23.1 or 23.2 that is not remedied within 10 Business Days of written notice.

24. INDEMNITY

- 24.1 The Supplier shall indemnify Fixfire against all losses, liabilities, costs, damages and expenses (including legal costs on a full indemnity basis) that Fixfire does or will incur or suffer as a result of:
- 24.1.1 any claim for actual or alleged infringement of a third party's intellectual property rights arising from the supply or use of the Goods;
 - 24.1.2 any third-party claim arising from the breach, negligent performance or failure in performance of this Contract by the Supplier, its employees, agents or subcontractors;
 - 24.1.3 any third-party claim for death, personal injury or property damage arising from defective Goods or Services, to the extent attributable to the Supplier;
 - 24.1.4 any claim arising from the Supplier's failure to comply with any Life-Safety Requirement or Cybersecurity Requirement;
 - 24.1.5 any Product Recall or Critical Safety Defect attributable to the Supplier;
 - 24.1.6 the Supplier's failure to maintain its Certification;
 - 24.1.7 any breach of clause 5 (Anti-counterfeiting and Product Authenticity) or clause 15 (Supply Chain and Subcontractors);
 - 24.1.8 the Supplier's failure to supply Goods or Services in accordance with the Specification; or
 - 24.1.9 the Supplier's breach of clause 28 (Confidentiality).
- 24.2 Without limiting the generality of clause 24.1, and for the avoidance of doubt, the losses recoverable by Fixfire expressly include:
- Fixfire engineer attendance, travel and labour costs for investigation, re-inspection or remedial works;
 - costs of third-party inspection, testing or assessment required as a result of the Supplier's default;
 - remedial visit costs and associated preliminaries;
 - client backcharges and contractual damages payable by Fixfire to its customer directly attributable to the Supplier's default;
 - Gateway 2 re-submission costs and associated professional fees;
 - regulatory reporting costs;
 - all costs of any Product Recall, field safety corrective action or customer communication exercise; and
 - step-in costs incurred by Fixfire under clause 10.
- 24.3 If a payment due from the Supplier under this clause is subject to tax, Fixfire shall be entitled to receive such amounts as ensure that its net receipt, after tax, is the same as if the payment were not subject to tax.

25. TERMINATION

- 25.1 Without limiting other rights or remedies, Fixfire may terminate this Contract with immediate effect on written notice if:
- 25.1.1 the Supplier commits a material breach of any term of the Contract and (if remediable) fails to remedy it within 5 Business Days of notice;
 - 25.1.2 the Supplier takes any step in connection with its insolvency, administration, receivership, winding up or cessation of business;
 - 25.1.3 the Supplier suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business;
 - 25.1.4 the Supplier's Certification lapses, is suspended or is revoked;
 - 25.1.5 the Supplier notifies Fixfire of a Product Recall or Critical Safety Defect under clause 11.1.1;

25.1.6 pursuant to clause 6.6; or

25.1.7 the Supplier's financial position deteriorates to such an extent that in Fixfire's reasonable opinion its ability to fulfil its obligations is in jeopardy.

26. OBLIGATIONS ON TERMINATION

26.1 On termination or expiry, each party shall promptly: (a) return to the other party all equipment, materials, tooling and property; and (b) on request, certify in writing compliance with this clause.

27. CONSEQUENCES OF TERMINATION

27.1 Termination shall not affect any rights and remedies that have accrued as at the date of termination.

27.2 Any provision intended to come into or continue in force after termination shall remain in full force and effect.

28. CONFIDENTIALITY

28.1 "Confidential Information" means all confidential information disclosed by Fixfire or its Representatives to the Supplier, including information relating to Fixfire's business, affairs, customers, operations, processes, product information, know-how, designs, drawings and specifications; and information developed by the parties in the course of this Contract. "Representatives" means employees, officers, representatives and advisers.

28.2 The confidentiality obligations do not apply to information that: (a) is or becomes publicly available other than by breach of this clause; (b) was already known to the Supplier on a non-confidential basis; (c) is received from a third party not bound by confidentiality; (d) the parties agree in writing is not confidential; or (e) is independently developed by the Supplier.

28.3 The Supplier shall keep Fixfire's Confidential Information confidential and shall not use it except for the purposes of this Contract nor disclose it to any third party except as permitted by this clause.

28.4 The Supplier may disclose Confidential Information to its Representatives who need to know it, subject to equivalent confidentiality obligations.

28.5 The Supplier may disclose Confidential Information to the extent required by law or court order, provided it gives Fixfire as much notice as practicable.

28.6 On termination or expiry the Supplier shall promptly return or destroy all Confidential Information and certify compliance. These obligations survive termination.

29. FORCE MAJEURE

29.1 Fixfire will not be in breach of this Contract nor liable for delay or failure to perform any of its obligations if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for two months, Fixfire may terminate this Contract immediately on written notice.

30. FURTHER ASSURANCE

30.1 Each party shall promptly execute and deliver such documents and perform such acts as may reasonably be required to give full effect to this Contract.

31. ENTIRE AGREEMENT

31.1 This Contract constitutes the entire agreement between the parties and supersedes all previous agreements relating to its subject matter.

31.2 Neither party relies on any statement, representation or warranty not set out in this Contract.

31.3 Nothing in this Contract limits or excludes any liability for fraud.

32. NOTICES

- 32.1 Notices shall be in writing, addressed to the relevant party at its registered office or such other address notified in writing, and delivered personally, by pre-paid first class post, commercial courier or email.
- 32.2 A notice shall be deemed received: if delivered personally, when left at the address; if by first class post, at 9.00am on the second Business Day after posting; if by courier, on the date the receipt is signed; and if by email, one Business Day after transmission.
- 32.3 This clause shall not apply to service of proceedings.

33. GENERAL

- 33.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with its rights or obligations without Fixfire's prior written consent.
- 33.2 Fixfire may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights under this Contract.
- 33.3 No variation of this Contract shall be effective unless in writing and signed by the parties.
- 33.4 No failure or delay by a party to exercise any right or remedy shall constitute a waiver.
- 33.5 If any provision is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid. If such modification is not possible, the relevant provision shall be deemed deleted. Such modification or deletion shall not affect the remainder of the Contract.
- 33.6 No person other than a party and their permitted assignees shall have any right to enforce any term of this Contract.

34. GOVERNING LAW AND JURISDICTION

- 34.1 This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 34.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

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