

Conditions of Sale

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DEFINITIONS

- In these Conditions
 - The Company means Zone Security Products (UK) Ltd
 - "Goods" means the articles equipment or goods or services to which this document relates and
 - The Buyer means the purchaser of the goods from the Company

GENERAL

- All orders are accepted and all contracts are made subject to the following terms and conditions provided that any special conditions in any quotation estimate or contract shall prevail to the extent that they are inconsistent with the following terms and conditions
- If the Company's terms and conditions (whether special or general) shall be at variance or inconsistent with any printed conditions attached to the Buyers order the Company's terms and conditions shall prevail and be effective notwithstanding any similar conditions otherwise applying to the Buyer's order
- A quotation which is stated to be for a fixed price shall be deemed to have been withdrawn in any event unless an order in respect thereof is placed within the period specified in the quotation
- The term making good where it appears shall under no circumstance include painting unless previously confirmed in writing

PRICE

- Except in respect of an estimate/quotation of acceptance of order where the price is expressly stated to be fixed for a specific delivery period, the company reserves the right to alter its estimate or order prices in respect of the goods by reference to the price ruling at the date of despatch of the goods, by any additional sum as may from time to time be necessary to cover the increases in the costs of materials and/or labour (or any other factors affecting the cost of production or delivery) which may occur between the date of conclusion of the contract and the date of despatch.
 - Where in an estimate/quotation of acceptance of order a price is expressly stated to be fixed for a specific delivery period or for any reason (except where the same is due to the default of the Company) a supply is made under the estimate or order after the end of the said period, the Company reserves the right in respect of such supply to charge the price ruling at the date of despatch of the good in like manner as in condition 7.

DELIVERY

- Where an estimate/quotation or acceptance of order specifies a delivery period but the Company is unable to complete delivery without further information or details from the Buyer and there is the opinion of the company a delay on the part of the Buyer in providing the information or details, then the Company may if it wishes, give notice extending the delivery period and without prejudice to the Company's rights to vary its prices under Condition 7 hereof (and in the case of fixed price contracts) under Condition 7a hereof.
- Any date or period set out herein for the delivery of the goods or any part of them shall not be of the essence of the Contract and if the Company is prevented from delivering any goods at the time provided for delivery by reason of any cause outside its reasonable control (including but not so as to limit the generality of the foregoing fire, explosion, delay in supplies, plant breakdown, interference by labour strikes or lockouts or non-availability of transport or materials) then the date or period for delivery shall be extended by the duration of the occurrence.
 - The Company reserves the right to supply alternative goods of similar operation and quality wherever necessary to fulfill delivery schedules.

TERMS OF PAYMENT

- All goods supplied shall be paid for within 30 days from the end of the calendar month in which they are invoiced by the Company. If any discount is offered by the Company then the same shall be deductible only if the goods are paid for within the said period of 30 days and on no account shall discount be deductible from value added tax.
- Non compliance with the Company's terms of payment shall constitute default without reminder. In case of default the Company may then charge interest at the rate of 3% per month from the date upon which the payment falls due. In the event that the Buyer shall fail to fulfil the terms of payment in respect of any invoice the Company may in its sole discretion demand payment of all outstanding balances whether due or not and/or may cancel all outstanding orders and/or decline to make further deliveries except upon receipt of cash or satisfactory security. Except where the laws relating to bankruptcy and liquidation prove otherwise the Buyer shall not be entitled to withhold or set off payment for goods delivered by virtue of any debt claim or allegation other than a valid claim made in respect of those goods under Condition 12(a) or (b).
- The Company reserves the right to operate a minimum invoice charge
 - The Company reserves the right to operate a percentage deposit charge

WARRANTIES AND CLAIMS

- The buyer should satisfy himself by testing samples or otherwise of the fitness for his purpose of all goods ordered and will be deemed and conclusively presumed to have done so if goods delivered differ materially from their description or from samples supplied or are by reason of faulty material, workmanship or packing unmerchantable the company undertakes to replace such goods or (at the option of the Company) to refund the purchase price or a fair proportion thereof. This undertaking by the company is subject and conditional upon the following provisions.
 - Claims in respect of faults readily discernible on a reasonable examination of the goods shall be made as soon as such faults are reasonably capable of discovery but in any event within 2 months of the delivery of the goods.
 - Claims in respect of other faults including faults not discernible until the goods have been taken into use, or otherwise dealt with shall be made as soon as the fault is reasonably discernible but in any case within 6 months of delivery of the goods to the Buyer
 - All claims must be made in writing
 - The Buyer must afford to the Company the opportunity to examine any goods which are the subject of a claim before the goods have been further used or otherwise dealt with
 - The Company will not be liable for any damage to or deterioration of the goods which may occur after delivery whether the same may occur due to unsuitable storage conditions or to abuse or to any other cause whatsoever
 - Goods in respect of which any claim is made under this Condition shall be returned to the Company carriage paid for inspection or (if return is not practicable) alternatively the company will inspect the goods or procure the same to be inspected in situ. In the event reimburse the Buyer with the cost of any such carriage but if the Buyer's claim shall not be upheld then the Company reserves the right to charge the Buyer for all or part of the labour, travelling, carriage and other dues involved.
 - Subject to condition 20(b) the undertaking of the Company to make a replacement or refund shall be the absolute limit of the Company's liability to the Buyer in respect of any such claim. The undertaking is in substitution for any other claim or warranty (except as to title) implied by statute, common law or otherwise in respect of the goods.
 - Whilst the company warrants that any survey advice representation or forecast given on the part of the Company from anything said or written in discussion or negotiations between the Company and the Buyer or their respective agents prior to the making of the contract is given in good faith and after due consideration of the facts before the Company the Company shall be under no legal liability whether in contract negligence or howsoever in respect thereof to the Buyer or any other person except to the extent to which there is a breach of this warranty.
 - Nothing in these Conditions of Sale shall absolve the Company from liability for death or personal injury resulting from the negligence of the Company or its servants.
 - No claim for short delivery of goods or damage to goods in transit can be entertained unless either (where this is possible) a receipt is given to the carrier detailing the shortage or damage at the time of delivery or alternatively notification of the shortage or damage is made to the Company within 7 days from the delivery of the goods by the carrier.

12(b) No claim for non-delivery of goods can be entertained unless the company is notified within 7 days from the date if its invoice

BUYER DESIGN

- Where goods are ordered in accordance with the design drawings and specifications or samples furnished by the Buyer, the Buyer shall indemnify the Company against all liability or alleged liability in respect of any infringement of patents, registered designs, trade marks, trade names or any other rights of third parties arising out of the manufacture sale or use of such goods and against all claims demands proceedings or damages costs and expenses arising in respect of such liability or alleged liability.

BUYERS CANCELLATION OR ALTERATION OF ORDERS

- The Buyer shall not be entitled to cancel the contract of any part thereof without lawful cause except on such terms as to indemnify to the Company (including loss of profit) as the company may have prior to such cancellation agreed in writing. The company is not bound to agree to any such cancellation and may complete the contract notwithstanding any such purported cancellation by the Buyer.
 - No variation of a term of the contract (unless specifically authorised by these Conditions) shall bind either party unless such variation is made in writing signed by the party to be bound.
 - If the buyer wishes to return any goods otherwise than as reason of any defects and the Company in its discretion agrees to accept the return the Company shall be entitled to charge 20% of the gross invoice price as a handling charge together with the amount, if any, by which the value of the goods shall have diminished since despatch from the Company's premises.

PASSING OF RISK

- The risk in the goods shall pass to the Buyer when the Company delivers the goods in accordance with the terms hereof to the Buyer or other person to whom the Company has been authorised by the Buyer to deliver the goods whether expressly or by implication and the Company shall not be liable for the safety of the goods thereafter and accordingly the Buyer should insure the goods thereafter against such risks as may be commercially prudent.

CARRIAGE

16 All prices stated or referred to in the Company's estimates/quotations or in the Company's acceptance of orders do not include any carriage or packing charges which shall be paid for by the Buyer

RESERVATION OF PROPERTY AND RIGHT OF DISPOSAL

- Until payment by the Buyer in full of the price and any other monies payable to the Company in respect of the goods
 - The goods shall remain the sole and absolute property of the Company as legal and equitable owner
 - The Buyer shall hold the goods solely and as a fiduciary for the Company and shall store the goods separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company and shall hold the proceeds of sale of the goods in trust for the Company and shall keep them at all times identifiable as the Company's monies and shall not mingle them with other monies or pay them into an overdrawn bank account
 - The Buyer shall insure the goods against all normal commercial risk to their full replacement value with an insurance company of repute
 - The Buyer shall be deemed not to have paid the Company for goods in the possession of the Company at any time unless the Buyer can prove that payment has been received by the Company
 - At any time prior to the payment in full of the price and other monies payable to the Company in respect of the goods the Company or its agents may enter the premises of the Buyer and take possession of any goods of which the Company is the owner and remove and dispose of them as the Company thinks fit.

BREACH

- If the Buyer
 - Makes default in or commits any breach of any of its obligations (including as to payment of price) to the Company hereunder or
 - Is involved in any legal proceedings in which its solvency is in question or
 - Is a company and any meeting is convened or resolution passed or petition is presented (otherwise than for reconstruction or amalgamation) to wind it up or a receiver is appointed or
 - Ceases or threatens to cease to tradeThen in any such case the Company shall immediately become entitled (without prejudice to its other claims and rights under the contract) to suspend further performance of the contract for such time not exceeding 6 months as it shall in its absolute discretion think fit or (whether or not notice of such suspicion shall have been given) to treat the contract as wrongfully repudiated by the Buyer and forthwith terminate the contract

LIMITATIONS OF LIABILITY

- Subject to the provisions of paragraph (b) of this condition it is expressly stipulated that in the event of any claim or any grounds being made by the Buyer against the Company in respect of the goods or any matter arising from or in relation to the contract relating thereto the liability of the Company shall be limited (in respect of each claim or series of connected claims) to the invoice value of the goods and under no circumstances shall the Company be under any further liability to the Buyer whether for loss of profit or for any direct or consequential loss howsoever arising.
 - Notwithstanding any provisions herein contained, nothing in these Conditions shall operate or be construed to exclude or restrict any liability of the Company for death or personal injury resulting from the negligence of the Company
 - Whilst every care is taken in handling armour plate glass doors during work by our employees liability is excluded for any damage to such doors by any cause whatsoever
 - On electrical devices, liability is excluded for any unforeseen circumstances brought about by power failure or spiking (not notified by the Company before installation of the equipment)

GOVERNING LAW

- All contracts shall be governed by English Law in the event of any dispute whether of interpretation or otherwise or as to the liability either of the Company or the Buyer arising out of the sale use or operation or failure to operate of the goods or any part thereof the same shall be determined by the English courts or law to whom jurisdiction of the Company and the Buyer hereby submit.

PREVIOUS CONDITIONS

- The Conditions supersede all previous Conditions of Sale of the Company

CONSTRUCTION

- If at any time one or more of the above conditions becomes in whole or in part invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions thereof and the other Conditions herein shall not in any way be affected or impaired thereby
- The sub-headings of these Conditions are not to be regarded as part thereof

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