

Bastion Security Products Limited

CONDITIONS OF SALE

1. BASIS OF SALE

- 1.1 We, Bastion Security Products Limited shall sell and you, the Customer [named overleaf.] shall buy the Goods subject to these standard conditions and any special condition specified as such in our order acceptance form (together "the Conditions") which govern the contract between us to the exclusion of any other terms which you may ask us to sign or which you may supply.
- 1.2 Any variation to the Conditions is of no effect unless agreed in writing by our authorised representative.
- 1.3 In the event of any conflict between a provision of any special condition specified in our order acceptance form and these standard conditions, the provisions of the special conditions shall prevail.
- 1.4 "Goods" means the goods and/or services (including any instalments or parts) which we are supplying in accordance with these Conditions.
- 1.5 Our employees or agents are not authorised to make any representation concerning the Goods unless confirmed in writing by us and you acknowledge that you do not rely on, and waive any claim for breach of, any such unconfirmed representation (unless such representation is made fraudulently).

2. QUOTATIONS, ORDERS & SPECIFICATIONS

- 2.1 Our quotation is not an offer. Quotations are valid for 30 days only and subject to withdrawal or revision at any time before acceptance of orders by us.
- 2.2 Each order for Goods made by you is an offer by you to purchase the Goods subject to the Conditions. You are responsible for ensuring that your order is accurate and for giving us all the information we need to complete the order.
- 2.3 Your order is not accepted until we confirm in writing or (if earlier) we supply the Goods to you.
- 2.4 Where the Goods are manufactured in accordance with information, drawings or instructions supplied by you:-
 - 2.4.1 we give no guarantee or warranty as to the practicability, efficiency, safety or otherwise of the Goods;
 - 2.4.2 you shall indemnify us against all liability incurred by us as a result of:-
 - (a) the Goods infringing any intellectual property right or statutory provision;
 - (b) any impracticability, inefficiency, lack of safety or defect in the Goods where any of these is due wholly or partly to faults or omissions in any such information, drawings or instructions.

3. DESCRIPTION

The description of the Goods shall be as set out in our quotation. All drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

4. CANCELLATION AND DELAY

- 4.1 Once accepted, an order may not be cancelled without our written agreement and on terms that you indemnify us against all loss (including loss of profit) and expenses incurred as a result of cancellation.
- 4.2 We will not be liable to you or be in breach of contract by reason of delay or failure to perform any of our obligations if the delay or failure was due to any cause beyond our reasonable control.

5. PRICE

- 5.1 We reserve the right by giving notice before delivery or supply to increase the price of the Goods to reflect any increase in cost to us.
- 5.2 Prices quoted by us are exclusive of costs of delivery and any applicable VAT, unless otherwise stated.

6. PAYMENT

- 6.1 Payment for the Goods is due and payable 30 days after date of invoice without deduction or set-off unless otherwise stated. However, payment is due and payable immediately upon cancellation or termination of the contract between us.
- 6.2 If you fail to make payment on the due date the total price of the Goods becomes due and payable without demand and we may:-
 - 6.2.1 cancel the contract between us; and/or
 - 6.2.2 suspend further deliveries; and/or
 - 6.2.3 charge you interest (before and after judgment) at the rate of 3% per annum over Lloyds TSB Bank plc's base rate from time to time.
- 6.3 We are entitled to set off sums owed by us to you against sums owed by you to us.

7. DELIVERY AND PERFORMANCE

- 7.1 Delivery of the Goods shall be made by you collecting the Goods from us after we have notified you that the Goods are ready for collection or, if delivery or supply is to be made by us, by us delivering or supplying the Goods.
- 7.2 Any dates for delivery and/or performance are approximate only.
- 7.3 Where Goods are supplied by instalments, each instalment is a separate contract. Failure by us to deliver or perform any instalment will not entitle you to treat the contract as a whole as repudiated.
- 7.4 If you fail to take delivery or fail to give us adequate delivery or performance instructions then we may charge you our storage costs for the Goods.

8. INSTALLATION

- 8.1 If the Goods ordered are required to be installed you must provide access to your premises for installation on the date and at the time agreed and all (if any) necessary electrical and other connections and facilities as we notify you in advance are required.
- 8.2 It may be the case that installation of the Goods by us can only take place once building works have been carried out. Prior to installation of the Goods our installers may inspect the site. If the site is not, in our reasonable opinion, ready for the installation of the Goods we will not be obliged to install them and we shall inform you of the reasons why. You must notify us if you are aware that building works will affect installation.
- 8.3 Where we install the Goods we will do so in a proper and workmanlike manner. We will make good any significant damage caused by our installation, but you accept that installation may cause damage to the decoration of surrounding areas and we shall not be obliged to carry out any redecoration or rectification for such damage, unless the same has been caused by our negligence.

9. RISK AND PROPERTY

- 9.1 **The Goods remain our property until we receive their full price together with the full price of any other goods you have contracted to buy from us.**
- 9.2 Risk in the Goods passes to you on delivery.
- 9.3 Until ownership of the Goods passes to you, you must:-
 - 9.3.1 hold the Goods on a fiduciary basis as our bailee;
 - 9.3.2 maintain the Goods in a satisfactory condition insured on our behalf for their full price against all risks;
 - 9.3.3 hold the proceeds of insurance referred to in condition 8.3.2 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn account.
- 9.4 We may, so as to discharge any overdue payment recover or resell the Goods and we may enter any premises where the Goods are stored for this purpose.

10. LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 10.1 The following sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents or subcontractors) to you in respect of any breach of the Conditions and any representation, statement or act or omission (including negligence) arising under or in connection with the contract between us and in respect of any contemplated performance or lack of performance.
 - 10.2 All warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law but this exclusion does not apply to:-
 - 10.2.1 any implied condition that we have the right to sell the Goods or when ownership is to pass; or
 - 10.2.2 where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977, any implied term relating to the conformity of the Goods with their description or sample or as to their quality or fitness for a particular purpose.
 - 10.3 The statutory rights of consumers are not affected.
 - 10.4 Nothing in the Conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
 - 10.5 Subject to Conditions 10.2 and 10.4:-
 - 10.5.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the contract between us shall be limited to the contract price; and
 - 10.5.2 we shall not be liable to you for any loss of profit, loss of production, depletion of goodwill or any indirect loss, damage, costs or expenses whatsoever which arise out of or in connection with the contract between us.
 - 10.6 You agree to indemnify us against any losses, claims, costs or expenses incurred by us towards a third party arising out of or in connection with Goods supplied by us or their operation or use and whether arising by reason of our negligence or otherwise.
 - 10.7 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification must be notified to us within seven days from date of delivery or within a reasonable time after discovery of the defect or failure. If no such notification is received, you are not entitled to reject the Goods and must pay their price.
 - 10.8 Where any valid claim in respect of any of the Goods is notified to us in accordance with the Conditions, we shall be entitled to repair or replace the Goods (or the part in question) free of charge or refund to you the price of the Goods (or a proportionate price of the Goods), but then we shall have no further liability to you.
- #### **11. GENERAL**
- 11.1 Each of our rights or remedies is without prejudice to any other right or remedy we may have.
 - 11.2 If any provision of the Conditions is found by any competent authority to be invalid, unenforceable or unreasonable, the remainder shall not be affected.
 - 11.3 Failure or delay by us in enforcing or partially enforcing any provision of the Conditions is not a waiver of any of our rights.
 - 11.4 Any waiver by us of any breach by you is not a waiver of any subsequent breach.
 - 11.5 The Conditions and the contract between us do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

12. ENGLISH LAW

The Conditions and the contract between us are subject to English law and the exclusive jurisdiction of the English courts.