

Specialized Security Products Limited

Standard terms and conditions for sale of goods

1 INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and Conditions set out in this document as amended from time to time in accordance with clause 16.

Contract: the Contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 10.

Goods: the Goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or in the Customer's written acceptance of the Supplier's quotation in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or otherwise as the case may be.

Specification: any specification for the Goods, including any related plans and drawings that is agreed by the Customer and the Supplier.

Supplier: Specialized Security Products Limited (registered in England and Wales with company number 3966775) with a registered office at Units 18-21, Park Farm Industrial Estate Ermine Street Buntingford Hertfordshire SG9 9AZ which is also the main trading address.

1.2 Construction

In these Conditions, the following rules apply:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors or permitted assigns.
- c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- e) Any reference to he, she, they, it or any similar expression shall be construed as illustrative of a person and shall not limit the sense of the words preceding those terms.
- f) A reference to writing or written includes faxes and e-mails.

2 BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate.
- 2.2 The Contract constitutes the entire agreement between the parties. Each of the Parties acknowledge that, in entering into the Contract, they do not do so in reliance on any representation or warranty except as expressly provided for in these Conditions, and any terms, Conditions, warranties or other matter implied by statute or common law are excluded from the Contract to the fullest extent permitted by law. Nothing in these Conditions excludes liability for fraud.
- 2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 2.4 Any Order made online at www.specialized-security.co.uk is subject to these Conditions and the terms set out in Schedule 1 in relation to Customers who are consumers. Should there be a conflict of the terms between these Conditions and any other terms, these Conditions shall prevail.
- 2.5 The Customer acknowledges that he is solely responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. A description of the Goods either in a catalogue or by the Supplier or otherwise shall be for illustrative purposes only and shall not be relied on for entering into a contract. Although every effort is made to be as accurate as possible, the Supplier assumes no responsibility for ensuring any description of the Goods is complete and accurate.
- 2.6 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order together with these Conditions, at which point the Contract shall come into existence.
- 2.7 A quotation for the Goods shall only be open for acceptance for a period of 20 Business Days from its date of issue.

2.8 Delivery of Goods by the Supplier shall be paid for by the Customer unless otherwise agreed in writing or unless the Customer qualifies for any special promotion at the discretion of the Supplier.

3 GOODS

- 3.1 Subject to 2.4 above the Goods are described in the Supplier's catalogue as modified by any applicable specification or the Specification.
- 3.2 The images of the Goods on our site are for illustrative purposes only. Although the Supplier has made every effort to display the colours accurately in the catalogue, Specification, website or by any other medium, the Supplier cannot guarantee that the image display of the colours accurately reflect the colour of the Goods. The Goods received by the Customer may vary slightly from those images.
- 3.3 Although the Supplier has made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on the Supplier website, catalogue, Specification or any other medium have a small tolerance and should not be relied upon.
- 3.4 The packaging of the Products may vary from that shown on images on the Supplier website, catalogue, Specification or any other medium.
- 3.5 All Products shown on the Supplier website, catalogue, Specification or any other medium are subject to availability. The Supplier will inform the Customer as soon as possible if the Goods the Customer has ordered are not available and the Supplier will not process the Customer's Order if made.
- 3.6 If and to the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 6 shall survive termination of the Contract.
- 3.7 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 3.8 Any sample shown to the Customer is for the purpose of inspection only and does not constitute a sale by sample.

4 DELIVERY

- 4.1 The Supplier shall ensure that:
 - a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (delivery location) at any time after the Supplier notifies the Customer that the Goods are ready to be delivered.
- 4.3 The Customer may collect the Goods from the Supplier's premises or at such other location as may be notified by the Supplier. The Goods will be delivered when the Customer physically collects the Goods from the Supplier's premises or from such other location as notified by the Supplier.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, mis-packaging, incorrect addressing or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier

with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.6 If the Customer fails to take or accept delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
 - a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.
- 4.8 The Customer shall not be entitled to reject delivery of the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 QUALITY

- 5.1 The Supplier warrants that on delivery the Goods shall:
 - a) be free from material defects in design, material and workmanship; and
 - b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - c) be fit for the purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, if:
 - a) the Customer gives notice in writing to the Supplier within a reasonable time of discovery but in any event not later than 28 days after supply that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
 - b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its discretion, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for any failure of the Goods in complying with the warranty set out in clause 5.1 in any of the following events:
 - a) the failure of the Goods is as a result of an act or failure to act by the Customer;
 - b) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - c) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - d) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - e) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working Conditions; or
 - g) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier only. The Supplier is not liable for any Goods supplied by a third party to the Customer.

6 TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer at the moment the Goods are dispatched from the Supplier's premises. When the Customer chooses to collect the Goods risk will pass when the Goods are physically collected by the Customer in accordance with clause 4.3.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- a) The Goods; and
- b) Any other Goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7 PRICE AND PAYMENT AND RETURNS

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery or as otherwise agreed.

7.2 If the Customer is a consumer, he is referred to Schedule 1 for details of his cancellation rights.

7.3 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.4 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.5 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.6 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.7 The Customer shall pay the invoice in full and in cleared funds within 30 days of the end of the month in which the invoice was raised. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

7.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest to the Supplier on the overdue amount after as well as before judgment at the annual rate which is 5% above the base rate of Barclays Bank plc. Such interest shall accrue on a daily basis calculated by the Supplier upon such terms as the Supplier may from time to time determine. The Customer shall also pay to the Supplier the costs of any legal action taken to recover payment due to the Supplier.

7.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7.10 If payment of the price or any part thereof is not made by the due date the Supplier shall be entitled to require payment in advance of delivery in relation to any Goods not previously delivered or refuse to make delivery of any undelivered Goods whether under a contract or not and without incurring any liability to the Customer for non or late delivery or giving the Customer any entitlement to terminate the Contract.

7.11 Save as set out in these Conditions the Supplier is not required to accept the return of Goods including for the avoidance of doubt Goods returned as a result mis-ordering or duplication of orders by the Customer.

8 CUSTOMER'S INSOLVENCY OR INCAPACITY

8.1 If the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any

other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

8.2 For the purposes of clause 8.1, the relevant events are:

- a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(h) (inclusive);
- j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9 LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- d) defective products under the Consumer Protection Act 1987; or
- e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to clause 9.1:

- a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall

in no circumstances exceed the price of the Goods. The Customer accepts that this is fair and reasonable in all the circumstances

FORCE MAJEURE

9.3 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather Conditions, or default of Suppliers or subcontractors.

10 ASSIGNMENT AND SUBCONTRACTING

10.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

10.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

11 NOTICES

11.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

11.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

11.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12 SEVERANCE

12.1 All the provisions in these Conditions are separate and severable from each other. If any provision or part-provision of these Conditions is or becomes invalid, illegal, unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

13 WAIVER

13.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14 PARTY RIGHTS

14.1 A person who is not a Party to this Agreement cannot enforce, or enjoy the benefit of, any term of this Agreement under the Contract (Right of Third Parties) Act 1999.

15 VARIATION

15.1 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and Conditions, shall only be binding when agreed in writing and signed by the Supplier.

16 INTELLECTUAL PROPERTY

16.1 All Intellectual Property arising as a result of this agreement shall be or become the absolute property of the Supplier and the Customer shall do all that is necessary to ensure that such rights vest in the Supplier

17 GOVERNING LAW AND JURISDICTION

17.1 This Agreement and any dispute or claim out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

If you are a consumer separate terms will apply in relation to your cancellation rights – please refer to us for details if required.