

# INDUSTRIAL SECURITY DOORS LTD.

## STANDARD TERMS & CONDITIONS

### 1 Formation

All contracts between the Company and the Customer for the supply of goods or services by the Company shall be on these conditions. The acceptance by the Company of any order from the Customer shall be deemed to incorporate all these conditions. No terms contained in any order form or other document of the Customer and no variation or departure from these conditions and no other terms or condition whatsoever which is not contained herein shall have any force or effect whether as part of or as collateral to the contract except insofar as the Company has expressly agreed thereto in writing signed by an authorised person on behalf of the Company or except insofar as statute may require.

### 2 Coming Into Effect

The contract between the Company and the Customer shall come into effect when the Customer's order is accepted by the Company in writing.

### 3 Refusal of Order

The Company reserves the right at its sole discretion to accept or refuse any order placed by the Customer on the basis of quotations issued and in the event of a refusal, no damages or expenses of any kind whatsoever shall be payable by the Company to the Customer.

### 4 Prices

- (1) The prices quoted are open for acceptance for 12 weeks from the date of the quotation unless otherwise stated.
- (2) The prices quoted are based upon the cost of labour, materials and transport etc., at the date of the quotation and the prices will be adjusted in accordance with NEDO Formula Series 2 Work Category 29.
- (3) Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas being made available to the Company during normal working hours.
- (4) Prices stated do not include Value Added Tax which will be added, where applicable, at the appropriate rate at the time of invoicing.

### 5 Payments

- (1) Unless otherwise stated in the Company's quotation all prices are strictly net and payment shall be made within 30 days of receipt of the Company's invoice or invoices without discount or other reduction and without deferment on account of disputes or cross claims.
- (2) The Company may at its sole discretion require at any time by invoice that all or part of the price shall be paid in advance or on account and sums so invoiced shall be immediately payable, any balance remaining payable as otherwise provided herein.
- (3) Should the Customer default in payment for whatever reason on the due date of any sum, without prejudice to any other right which the Company may have the Company shall be entitled to be paid interest on each sum, accruing from the date of 2% per annum above Bank Rate from time to time.

### 6 Time for Delivery

- (1) Any time, stated or agreed by the Company for delivery, despatch or completion either in its quotation or by any other means are not of the essence of any contract either as to supply or as to installation. Such times are given by way of general information only and in the event that delivery, despatch or completion is not made for any reason whatsoever at the times stated, the Company shall not be liable for any loss or damage whatsoever sustained by the Customer.
- (2) In the event that the Customer does not take delivery of the goods forthwith upon being notified by the Company that manufacture has been completed, the Company shall be entitled to charge and recover reasonable storage rates which shall be added to the price stated in the Company's quotation and shall be paid in accordance with Clause 5 of these terms.

### 7 Risk and Reservation of Title

- (1) Upon delivery, all risks of loss or damage to the goods shall pass to the Customer.
- (2) The unloading in the goods at the place of delivery is at the sole risk and expense of the Customer.
- (3) The property in the goods shall not pass to the Customer but shall remain vested in the Company, until full payment for such goods has been received by the Company and until such time the Customer shall hold the goods as Bailee for the Company. Such sums shall not be treated as paid until all cheques, bills or other instruments of payment have been honoured in accordance with their terms.
- (4) The Customer shall if so required store, mark or designate all goods referred to in subclause (2) hereof so as clearly to show that they are the property of the Company.
- (5) If the Customer shall default in the punctual payment of any sum due to the Company whether under this contract or otherwise the Company shall be entitled forthwith to repossess any goods which remain the property of the Company and the Customer shall for the purpose afford the Company access to and the Company shall be entitled to enter any premises of which the Customer is in occupation or to which he has access and where any such goods may then be.
- (6) The Customer shall not pledge or allow any lien or charge to arise over the goods or any documents of title thereto and shall not deal with them otherwise than in the ordinary course of the Customer's business.
- (7) In the event of sale or disposition of any goods by the Customer the Customer shall hold on trust for the Company :-
  - (i) So much of the proceeds of sale as is equal to the contract price of the goods under this agreement.
  - (ii) The right to receive the proceeds of sale of disposition or as set out in (i) hereof.

8 The Customer will provide necessary electrical power for lighting and hand tools for installation work.

### 9 Liability

- (1) The Company shall not in any circumstances whatsoever be liable to the Customer for any loss or damage involving any person, property or interest however suffered by the customer in connection with the installation use, functioning or state of the goods, or in connection with anything done or omitted to be done by the Company, its servants or agents, at the site nominated by the Customer.
- (2) The Customer shall indemnify the Company against all actions claims or demands by third parties in tort or otherwise arising directly or indirectly in connection with any of the matters in sub-clause (1) aforesaid.
- (3) Without prejudice to the generality of these terms or the foregoing sub-clauses, the Company will in no circumstances whatsoever owe a liability to the Customer in excess of the amount of the price hereunder.

### 10 Impossibility of Performance

The Company shall be entitled by written notice to the Customer to cancel any contract concluded between the Company and the Customer should the Company be hindered or prevented by any cause beyond its reasonable control for performing the same, included a cause which renders performance difficult or expensive.

### 11 Sub-Contracting

The Company shall be entitled to sub-contract or assign without consent all or any of its obligations hereunder.

### 12 Resale

Since the goods are manufactured to fulfill the Customer's particular requirements in the event that the Customer does not fulfill his obligation hereunder, the Company may be unable to re-sell the goods or any part thereof at better than scrap value and for the purpose of calculating the Company's damages, the Company shall owe no duty to seek to re-sell the same at better than scrap value.

### 13 Termination

The Company may without incurring further liability terminate the contract by written notice if in its reasonable opinion the Purchaser is unable to make payment in accordance with the terms hereof. Without prejudice to any other right which the Company may have, upon such termination the Company shall be entitled to receive payment on a quantum meruit basis in respect of work completed or in progress at the date of termination.

### 14 General

- (1) The Company reserves the right to make changes in the design and specification of the goods without notice.
- (2) All Contracts of sale pursuant to these Conditions of Sale shall be governed by and construed in accordance with English Law.

### 15 Disputes

All disputes, differences or questions arising at any time between the parties as to the construction of the contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or failing such agreement shall be appointed at the request of either party by the President at the time of Chartered Institute of Arbitrators. The arbitration shall be in accordance with the Arbitration Act of 1950 and 1979 and any statutory modification or re-enactment thereof for the time being in force.

### 16 Guarantee

The Company's guarantee is for one year from the date of completion of the installation and covers defective parts and labour only, provided that installation is serviced at recommended intervals by our Company engineers. If the installation is not carried out by Company engineers the guarantee is invalidated.