

FINGERSAFE GROUP

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Buyer" means the organisation or person who buys Goods from the Seller
- 1.2. "Goods" means the articles to be supplied to the Buyer from the Seller
- 1.3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how, and all other forms of intellectual property wherever in the world enforceable
- 1.4. "Price List" means the list of prices of the Goods maintained by the Seller as amended from time to time
- 1.5. "Seller" means the contracting member of the Fingersafe Group

2. GENERAL

- 2.1. These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied upon by the Buyer whether in negotiation or at any stage in the dealings between the parties including any standard or printed terms tendered by the Buyer
- 2.2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless expressly agreed in advance and in writing by the Seller

- 2.3. Any typographical, clerical or other error or omission in any quotation, price list, acknowledgement of order, invoice or other document issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. PRICE AND PAYMENT

- 3.1. The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs. Carriage shall be paid for by the Buyer.
- 3.2. Payment of the price and VAT shall be due before Goods are dispatched.
- 3.3. Where the Seller provides a credit account facility to the Buyer, the price and VAT and any other applicable costs shall be due within the period specifically specified under the terms of the individual credit account facility.
- 3.4. The Seller shall be entitled to charge interest on overdue invoices from the date when the payment falls due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England.
- 3.5. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
 - 3.5.1. Require payment in advance of delivery in relation to any Goods not previously delivered
 - 3.5.2. Refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery.

4. DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of any such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

5. SAMPLE

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

6. DELIVERY

6.1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.2. The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract and no liability will attach to late or postponed deliveries due to conditions beyond the reasonable control of the Seller

6.3. Collection by the Buyer or delivery by the Seller or the carrier to the Buyer will be deemed to be receipt of the Goods by the Buyer for the purpose of this Agreement.

7. CANCELLATION AND POSTPONEMENT OF ORDERS

- 7.1. Deliveries in respect of orders for Goods may only be postponed with the written agreement of the Seller. If the Buyer cancels an order, the Seller may endeavour to find an alternative Buyer, but will be entitled to charge the Buyer for all losses suffered as a result of such cancellation. There shall be no requirement to prove such losses provided that they do not exceed 25% of the value of any orders cancelled.
- 7.2. The Seller shall be entitled, on the termination of any contract with the Seller and without prejudice to any other claims against the Buyer:
 - 7.2.1. To recover from the Buyer the costs of any Goods acquired by the Seller for the Buyer
 - 7.2.2. To charge the Buyer, by way of cancellation, a sum not less than 25% of the invoice value of the Goods ordered by the Buyer, but not delivered by the Seller.
- 7.3. Orders for Goods manufactured or purchased in accordance with the Buyer's specifications may not be cancelled without the written authority of the Seller. The Buyer undertakes to indemnify the Seller for all costs and expenses resulting from a breach of this condition by the Buyer.

8. RISK

Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

9. TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full by the Buyer.

10. WARRANTY

Subject to the terms of this clause, the Seller warrants to the Buyer:

10.1. The Goods are free from defects in materials and workmanship and will perform their function if installed and utilised under the terms of the Seller's specifications for a period of two years from the date of delivery of the Goods

10.2. The Seller agrees to replace Goods which fail to conform to the Warranty in the immediately preceding sub-clause provided that:

10.2.1. Formal notification of the alleged defect is received by the Seller within 7 working days of the Buyer's reasonable notice of the alleged defect.

10.2.2. Allegedly defective Goods are returned to the Seller, at the Seller's option, within 30 days of the alleged defect becoming apparent

10.2.3. The Goods have not been altered, modified or subject to misuse, incorrect installation, inadequate maintenance, neglect, accident or damage whilst in the Buyer's possession or control.

10.2.4. Any replacement Goods shall have the benefit of the applicable warranty for the remainder of the applicable warranty period.

10.3. If the Seller complies with the provisions of Clause 10.2 it shall have no further liability for any breach of the warranty set out in Clause 10.1.

- 10.4. Allegedly defective Goods returned to the Seller in accordance with Sub-Clause 10.2.1 will, if found on examination by the Seller on examination not to be defective, be returned to the Buyer at the Buyer's expense.
- 10.5. This warranty is not transferrable and shall only apply to the original Buyer and shall not extend to any subsequent user or buyer save at the Seller's sole discretion.
- 10.6. The Seller shall be entitled in its absolute discretion to refund the price of the defective goods in the event that such price has already been paid by the Buyer
- 10.7. The remedies in this Clause are without prejudice to the other Terms and Conditions herein, including, without limitation, Clauses 11 and 12 below.

11. LIABILITY

No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of any contract where such representations were made or given in relation to the correspondence of the Goods with any description.

12. LIMITATION OF LIABILITY.

- 12.1. Where any Court or Arbitrator determines that there has been any breach of Clause 10, the Seller shall be liable to the Buyer for all loss and damage but in an amount not exceeding the contract price
- 12.2. The Buyer acknowledges and agrees that the exclusions from and limitations of liability within these Terms and Conditions are reasonable

12.3. The Buyer accepts that it is solely responsible for testing the Goods, determining their suitability for purpose and for their proper installation.

13. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in the Goods shall remain the absolute property of the Seller and the Buyer shall do all that is reasonably necessary to procure that the Seller's Intellectual Property Rights in the Goods are in no way compromised, prejudiced or otherwise jeopardised.

14. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock-outs, accidents, war, fire, breakdown of plant and machinery or shortage or unavailability of raw materials. The Seller shall be entitled to a reasonable extension of time to perform its obligations and if the delay persists for such time as the Seller considers unreasonable, the Seller may without any liability on its part terminate the contract.

15. RELATIONSHIP OF PARTIES

Nothing contained within these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing within these Terms and Conditions shall be deemed to construe either of the parties as the agent for the other.

16. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and the Seller for the sale of the Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted by the Buyer, without the prior express written consent of the Seller.

17. WAIVER

The failure of the Seller to enforce at any time or for any period any one or more of the obligations of the Buyer under these Terms and Conditions shall not be deemed a waiver of them or the right at any time subsequently to enforce them.

18. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid. Illegal or unenforceable provision eliminated

19. DISCLOSURE OF INFORMATION

The Seller does not disclose to any third party any sensitive information of whatsoever nature relating to the Buyer which the Seller learns as a result of its commercial dealings with the Buyer and keeps safe and confidential at all times all such sensitive information

20. GOVERNING LAW AND JURISDICTION

The provisions herein and all contracts entered into between the Seller and the Buyer shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.