

BASTION SECURITY INSTALLATIONS LIMITED

CONDITIONS OF SALE

1. BASIS OF SALE

- 1.1 We, Bastion Security Installations 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.

BASTION SECURITY INSTALLATIONS LIMITED

CONDITIONS OF PURCHASE

1. INTERPRETATION

- "Conditions" our standard conditions of purchase specified below together with the Special Conditions;
"Contract" means each contract for the sale and purchase of Goods and the supply of Services on the Conditions;
"Goods" means the goods (including any instalment, component, part of or raw materials used in such goods) described in an Order;
"Order" means our order for Goods and/or Services;
"Services" means the services (if any) described in an Order;
"Special Conditions" means those conditions described as such (if any) in an Order.

2. BASIS OF PURCHASE

- 2.1 Our Order constitutes an offer by us to buy the Goods and/or the Services subject to the Conditions. Any offer and/or acceptance of an Order by you, commencement of any work by you or delivery of any Goods or performance of any Services by you shall be deemed to constitute an agreement to comply with the Conditions.
- 2.2 The Conditions are the only conditions upon which we are prepared to deal with you and they shall apply to each Contract to the exclusion of any other terms and conditions. In the event of any conflict between a provision of the Special Conditions and a provision of our standard conditions, the Special Conditions shall prevail.
- 2.3 No variation to an Order or the Conditions shall be binding unless agreed in writing by our authorised representative and no terms or conditions endorsed upon, delivered with or contained in your quotation, acknowledgement or acceptance of Order or similar document will form part of the Contract and you waive any right which you might otherwise have to rely on such terms and conditions.

3. SPECIFICATIONS AND EQUIPMENT

- 3.1 The quantity, quality and description of the Goods and the Services shall be as specified in our Order and/or in any specification supplied.
- 3.2 Goods made to our specification shall not be manufactured for or supplied to any other party.
- 3.3 We shall be entitled to inspect and test the Goods during manufacture, processing or storage prior to despatch, without relieving you of your obligations.
- 3.4 You shall comply with all applicable regulations (including the General Product Safety Regulations 1994) and other legal requirements concerning the manufacture, packaging, labelling, packing and delivery of the Goods and the performance of the Services.
- 3.5 The Goods shall be marked in accordance with our instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition.
- 3.6 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by us to you or not so supplied but used by you specifically in the manufacture of the Goods or performance of the Services shall at all times be and remain our exclusive property but shall be held by you in safe custody at your risk and maintained and kept in good condition until returned to us and shall not be disposed of other than in accordance with our written instructions, nor shall such items be used otherwise than as authorised in writing by us.

4. CHANGES

We may in our reasonable discretion from time to time change any details specified in our Order by written instruction to you. If any such change affects the time of performance or delivery or the costs involved, we shall make an equitable adjustment to the delivery schedule and/or the price.

5. PRICE

- 5.1 The price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable VAT and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery.
- 5.2 If no price is stated in the Order, the price shall be the lowest price currently quoted or charged by you at the time of the Order for the Goods and the Services, but shall in no event be higher than the price most recently charged by you to us for such Goods or Services.
- 5.3 No increase in the price may be made for any reason without our prior written consent.

6. INFORMATION

You shall provide to us on request such information about the Goods and any components, parts or raw materials used in manufacturing the Goods as we consider necessary including information relating to possible risks to health and safety and environment.

7. CONFIDENTIALITY

You agree to keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives that are of a confidential nature and that we or our agents have disclosed to you and any other confidential information concerning our business or products which you may obtain. You shall restrict disclosure of such confidential information to such of your employees, agents or sub-contractors as need to know the same for the purpose of the Contract and you shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind you.

8. PAYMENT

- 8.1 Unless otherwise stated by us, we shall pay the price of the Goods and the Services within 30 days after the end of the month of receipt by us of a proper invoice or, if later, after acceptance of the Goods or Services in question.
- 8.2 Time of payment shall not be of the essence.
- 8.3 We may set off against the price any sums owed to us by you.
- 8.4 If you hold a Construction Industry Scheme Certificate we shall pay the price of the Goods and the Services in accordance with the relevant Construction Industry Scheme Regulations.

9. DELIVERY

- 9.1 The Goods shall be delivered to, and the Services performed at, the address specified by us and on the date or within the period stated in the Order, in either case during our normal business hours. We reserve the right to amend any delivery instructions. Delivery shall be deemed to be made on receipt of the Goods and/or Services by us in accordance with the terms of the Contract.
- 9.2 Time of delivery of the Goods and of performance of the Services is of the essence.
- 9.3 A delivery note quoting our order number must accompany each delivery.
- 9.4 Delivery or performance by instalments is not accepted by us unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.
- 9.5 Where an Order specifies that the Goods are required on a 'just in time' basis for a particular purpose the Goods shall be delivered to us in such condition as is necessary to enable the Goods to be put to immediate use for such purpose.

10. ACCEPTANCE

- 10.1 We shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted them until we have had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.
- 10.2 We shall not be deemed to have accepted the Goods merely by virtue of having sold the Goods to a third party upon or after delivery or having incorporated or converted them into other products or works.

11. RISK AND PROPERTY

- 11.1 Risk of damage to or loss of the Goods shall pass to us when delivery is complete (including off-loading and stacking) in accordance with the Contract.
- 11.2 Property in the Goods shall pass to us on delivery, or if earlier, when payment for the Goods is made.

12. WARRANTIES

- 12.1 You warrant to us that you are fully qualified, financed and organised to perform the Contract and that the Goods:-
- 12.1.1 will be of satisfactory quality and fit for any purpose held out by you or made known to you at the time the Order is placed;
- 12.1.2 will be free from defects in design, material and workmanship;
- 12.1.3 will where applicable meet performance criteria specified in the Special Conditions (if any);
- 12.1.4 will correspond with any relevant specification or sample; and
- 12.1.5 will comply with all statutory requirements, regulations and EU regulations relating to the manufacture and sale of the Goods, product safety, packaging, labelling and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed).
- 12.2 You warrant to us that the Services:-
- 12.2.1 will be performed by appropriately trained and qualified personnel, with due care and diligence; and
- 12.2.2 will comply with all statutory requirements, regulations and EU regulations relating to the performance of the Services.

13. CERTAIN RIGHTS AND REMEDIES ON DEFAULT

- 13.1 Each of our rights or remedies is without prejudice to any other right or remedy.
- 13.2 If Goods are not delivered or Services are not performed on the due date then we shall be entitled to:-
- 13.2.1 deduct from the price or (if we have paid the price) to claim from you by way of liquidated damages for delay 0.5% of the price for every week's delay up to a maximum of 10%;
- 13.2.2 cancel the Order (or any part) without liability and purchase substitute items or services elsewhere and recover from you any loss or additional costs incurred which are in any way attributable to your failure to deliver the Goods or perform the Services on the due date.
- 13.3 If we exercise our rights under condition 14.2.2 and any other goods or services have been ordered or delivered from or by you which cannot in our reasonable opinion be used as intended without the Goods or Services cancelled we may also cancel or return (at your cost and risk) all or any of those other goods or services.
- 13.4 If any Goods or Services are not supplied or performed in accordance with the Contract, then we shall be entitled:-
- 13.4.1 to require you to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or
- 13.4.2 whether or not we have previously required you to repair the Goods or to supply replacement Goods or Services, to treat the Contract as discharged by your breach and require the repayment of any part of the price already paid.

14. INDEMNITY

You shall indemnify us in full against all liabilities, losses (whether direct or indirect and including loss of profits and expenses (including legal expenses)) awarded against or incurred by us as a result of or in connection with:-

- 14.1 **breach of any warranty relating to the Goods or the Services;**
- 14.2 **defective workmanship, quality or materials;**
- 14.3 **any claim that the Goods infringe the intellectual property rights of any person, except to the extent that the claim arises from compliance with our specification;**
- 14.4 **any claim made against us in respect of any breach or alleged breach by us of any statutory provision, regulation or other rule of law arising from your acts or omissions or those of your employees, agents or subcontractors;**
- 14.5 **any liability under the Consumer Protection Act 1987, the General Product Safety Regulations 1994 and under regulations relating to hazardous substances or under the Environmental Protection Act 1990 in respect of the Goods and/or the Services; and**
- 14.6 **any act or omission of you or your employees, agents or sub-contractors in supplying, delivering and installing the Goods and in performing the Services, including any injury, loss or damage to persons caused or contributed to by the negligence of you, your employees, agents or subcontractors or by faulty design, workmanship or materials.**
15. **FORCE MAJEURE**

Neither you nor us shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our respective obligations if the delay or failure was beyond our reasonable control.

16. SPARE PARTS

You shall ensure that all spare and/or replacement parts, components and materials for the Goods shall be available from you for 10 years from date of first use by us of the Goods in question, unless you provide us with all drawings, plans, specifications and other technical data as we reasonably believe are necessary to enable us to manufacture such parts or the Goods.

17. INSTALLATION AND WORK ON SITE

- 17.1 At all times whilst on any site in our control you shall comply with and procure that your employees, agents and subcontractors comply with all relevant statutory and other legal requirements relating to the provision of Services, all health and safety legislation and all security and safety regulations and rules from time to time in force on such site.
- 17.2 Where you are responsible for the installation of the Goods and/or providing other services such services shall be carried out to our satisfaction. On receipt of a commissioning certificate from us, which shall not constitute acceptance of the Goods, you shall clear away and remove from the site all installation plant, service material, rubbish and temporary works and leave the site in a clean and workmanlike condition.

18. TERMINATION

- 18.1 We shall be entitled to cancel Orders in respect of all or part only of the Goods and/or the Services by giving notice at any time prior to delivery or performance without incurring any liability to you other than to pay for Goods and/or Services already delivered or performed at the time of such notice.
- 18.2 We shall be entitled to terminate the Contract without liability to you and reserving all rights by giving notice to you at any time if:-
- 18.2.1 you are in material breach of any of your obligations and that breach cannot be remedied;
- 18.2.2 you are in material breach of any of your obligations and that breach can be remedied but you fail to do so within 30 days starting on the day after receipt of notice from us;
- 18.2.3 you commit more than one breach of any of your obligations and the cumulative effect of such breaches is that we reasonably believe that you will continue to deliver a substandard performance over the one month period immediately after the service of notice specified in Condition 18.2.2;
- 18.2.4 you make any voluntary arrangement with your creditors or become subject to an administration order or go into liquidation or bankruptcy or an encumbrancer takes possession or a receiver is appointed, of any of your property or assets; or
- 18.2.5 we reasonably believe that any of the events mentioned above is about to occur and we notify you accordingly.
- 18.3 If delivery is incomplete then we may accept or reject the Goods or Services delivered or performed and cancel or vary the balance of the Order.

19. GENERAL

- 19.1 Orders are personal to you and you shall not transfer, assign, charge, dispose of or deal in any manner or purport to do the same with any of your rights or beneficial interests. You shall not sub-contract any of your obligations under the Contract.
- 19.2 Any waiver by us of any breach is not a waiver of any subsequent breach and failure or delay by us in enforcing or partially enforcing any provision of the Contract is not a waiver of any of our rights.
- 19.3 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.
- 19.4 You shall at all times maintain adequate insurance cover with a reputable insurer against your liability under the Contract and produce the policy and latest premium receipt to us on demand.
- 19.5 The Contract shall be subject to English law and to the exclusive jurisdiction of the English courts.
- 19.6 The Contract does 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.