

STANDARD TERMS AND CONDITIONS OF SALE OF

SWIFT SECURITY PRODUCTS LTD

1. GENERAL

- 1.1 The placing of an order with Swift is deemed to be made subject to these conditions of sale. No variation or modification of, or substitution for, the following terms and conditions contained in any offer or purported acceptance by the customer shall form any term of the sale unless expressly accepted by the Company in writing.
- 1.2 The written contract comprised by the Company's quotation (incorporating these conditions); any agreed special conditions; the Customer's order and the Company's confirmation of order constitute the entire agreement between the company and the Customer and may only be varied in writing signed (in the case of the Company) by one of its Directors or under the authority of a Director. All previous verbal or written negotiations or representations by or on behalf either the Company or the Customer are superseded.
- 1.3 The Company's representatives or agents do not have power to enter contracts on behalf of the Company.
- 1.4 Information contained in the Company's advertising literature is provided for general guidance only.
- 1.5 The agreement is subject to English law and to the jurisdiction of the English Courts.

2. PRICE VARIATION

- 2.1 Unless otherwise stated, all prices quoted are based upon the prices and costs of raw materials, labour, transport and overhead expenses current at the date of quotation and may be varied by the Company to correspond with any increase in such prices or costs which may occur at any time before the order is completed.
- 2.2 Any alteration by the customer in design, weight, quantities or specifications and any suspension of work following on the customer's instructions, or the customer's failure to give instructions will involve adjustment to the price if the cost of manufacture is increased.
- 2.3 Prices are based on the Company's working hours 8.00am thru 5.00pm. The Company reserves the right to charge additional monies for out of hours work. These charges are for occurrences out of the Company's control.
- 2.4 All quotations are valid for 30 days.

3. MANUFACTURED ITEMS

- 3.1 Unless specified in writing our manufactured process, choice of materials, finish and location of installation on site shall be of the Company's choice.
- 3.2 Manufactured tolerances may apply subject to the type of works involved. Where critical tolerances are such, the Company should be made aware in writing of such.
- 3.3 Powder coated finishes are subject to manufacturers pigment differences and so exact matches or shades cannot be guaranteed.
- 3.4 The surface of steel finishes varies and such small imperfections in the final finish are beyond our control.
- 3.5 Upon installation of any product, the Company are not held responsible for any cosmetic or restoration work required, unless a written agreement is signed by the Customer.

4. DELIVERY

- 4.1 Goods will be delivered to the location specified in the Customer's order.
- 4.2 Unless specifically agreed in writing any date for delivery specified by the Company is an estimate only and failure to deliver goods by that date shall not constitute a breach of contract or negligence, nor shall the Company be liable for the consequence of delay.
- 4.3 If a Customer fails to take delivery from the Company, or if access is unsuitable or the Customer's personnel are not available to unload the vehicle, so that the consignment is returned to the Company's works, a charge will be made by the Company for handling and storage of the goods (at the rate of 2.5% invoice price per week) and the Customer will be liable for wasted and/or additional transportation costs incurred by the Company.
- 4.4 Delivery of 10% more or less in quantity of goods ordered shall be a good delivery: a pro-rata charge or allowance at the contract price being made to cover any such difference in quantity.

5. DAMAGE IN TRANSIT

- 5.1 You shall inspect the goods upon delivery. We will make good at our option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified in writing to the Company within 3 working days, from date of installation.
- 5.2 These obligations do not extend to defects caused by wilful damage, incorrect usage, negligence, fair weather and tear, alteration or self repair of the goods.

6. TERMS OF PAYMENT

- 6.1 Unless otherwise agreed by the Company in writing, the terms of payment shall be net cash due and payable not later than the end of the month following despatch.
- 6.2 Each consignment shall be separately invoiced and paid for. If the Customer fails to pay an invoice on a due date, the Company may suspend deliveries of any other goods to the Customer.
- 6.3 Payment is due in full on the delivery of the goods, or on the expiry of any agreed extended payment period. If the price is payable by instalments and any amount is not paid on the due date the whole outstanding balance becomes immediately due and payable. Once the price (or any part of it) has become due and payable, it is recoverable by action, notwithstanding the retention of title provision contained in these conditions.
- 6.4 Interest is chargeable on a day to day basis on all overdue amounts at the rate (as well after as before any judgement) of 4% in excess of the Base Rate for the time being of The Royal Bank of Scotland plc.
- 6.5 All deposits are non-refundable

7. RETENTION OF TITLE

- 7.1 Title to the goods sold by the Company does not pass to the Customer until the invoice price, and any other money which is due and payable by the Customer to the Company at the date of this agreement has been paid in full. If the customer re-sells the goods before the invoice price has been paid, then the Company has the right to the proceeds of sale or a part of the proceeds sufficient to discharge the invoice price of the goods which the customer agrees to hold in trust for the Company.
- 7.2 The Customer shall permit the employees or agents of the Company to enter the Customer's premises to repossess goods subject to this retention of title. In the event of the goods being at the premises of a third party by the direction of the customer then the Customer shall, if required by the Company remove the goods and return them to the Company immediately.

8. INSOLVENCY

- 8.1 The customer makes any voluntary arrangement with its creditors or becomes subject to administration order or becomes bankrupt or goes into liquidation. If this applies without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel or suspend any further delivery/installations under the contract without any liability to the customer and if the goods have been delivered/installed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. WARRANTY

- 9.1 If within one month from the date of receipt of any goods by the Customer, the Customer claims that any goods are defective the Customer shall give the Company full opportunity to inspect and test such goods at the Customer's works.
- 9.2 If the Company agrees that the goods were defective at the time of delivery, the Company will repair or replace the goods as it, in its discretion, shall think fit.
- 9.3 Unless otherwise expressly agreed in writing, the Company shall be entitled to repair such goods by any method which in the Company's judgement is a satisfactory method of repair.
- 9.4 Any service undertaken by the Company of a roller shutter does not extend a guarantee or cover by warranty any works to the shutter if failure occurs thereafter.

10. LIABILITY

- 10.1 Subject to the Unfair Contract Terms Act 1977, all implied terms, conditions and warranties are excluded and the Company's liability in relation to any claim (whether for breach of contract or in tort) shall not, in any circumstances exceed the invoice price of the goods, nor shall the Company be liable for any consequential or indirect loss or damage.