

## **TERMS & CONDITIONS OF SALE**

### **1. Definitions**

The Company shall mean Cova Security Gates Limited of Unit C1, Sussex Manor Business Park, Crawley, West Sussex RH10 9NH.

The Purchaser shall mean a person or organisation, with respect to whom an order for goods or services is accepted by the Company.

### **2. General**

These conditions shall govern all contracts between the Company and the Purchaser for the supply of the Company's products or services. Any additions, deletions or variations to these conditions will only be affected by prior agreement in writing between the Company and the Purchaser.

### **3. Property and Risk**

For destination in the UK, the risk in products supplied by the Company shall pass to the Purchaser on receipt at a destination in the United Kingdom. Property in the goods shall pass when payment has been received in full. For destinations outside the UK, property and risks pass to the purchaser on dispatch from the Company's warehouse or supplier.

### **4. Delivery**

The Company will use its best endeavours to dispatch the products in sufficient time to enable its delivery promises to be kept, but neither the Company nor its servants, agents or suppliers shall be liable for any failure to deliver or delay dispatch or arrival of products caused by circumstances beyond the reasonable control of the Company.

### **5. Prices**

Unless the order is agreed in writing to be a Fixed Price Contract, or is subject to an agreed Price Escalation Formula, the prices charged for goods and/or services shall be those applicable at the date of dispatch of goods or the date of provision of services.

VAT will be charged at rates applicable at the day of supply of goods or services.

### **6. Payment**

Unless otherwise agreed in writing, payment of the full invoiced sum is due 30 days from the invoice date.

In the event of non-payment by the due date, the Company reserves the right:

- a. To suspend all deliveries until payment of all amounts outstanding (whether overdue or not) has been received.
- b. To withdraw credit facilities.
- c. To charge interest on the overdue amounts at a rate of 2% above the NatWest Bank Plc base rate ruling at the date the amount became overdue.

Where installation work is involved and the Purchaser cannot reasonably satisfy himself as to the correct performance of the products in the 30-day period, the Company reserves the right to vary the terms of payment.

### **7. Staged Payments**

The Company reserves the right to invoice part order sums against orders/contracts which:

- a. Have contract values greater than £10,000 (Ten Thousand Pounds Sterling). In which cases the value invoiced each calendar month will be a sum agreed by the Purchaser as representing the percentage of the total contract value completed during that calendar month.

- b. Comprises of goods and/or services which can reasonably be designated as separate items or stages of work, where the period of supply is greater than one calendar month. In which cases the Company will invoice the value of the goods and/or services delivered and/or completed during each calendar month.

The conditions of Clause 5 will apply to such Staged Payments.

### **8. Warranty**

The Company will, as its option, unless otherwise agreed in writing, replace or repair free of charge, products which in its opinion have proved defective during normal and proper use within 12 months of the date of dispatch or handover provided that:

- a. The defect is shown to the satisfaction of the Company to be due to faulty workmanship or materials.
- b. The Purchaser notifies the Company of the defect with full details thereof within seven days of discovery.
- c. When it is practical to do so, the Purchaser returns the defective product or part, carriage paid, and suitably packed in accordance with directions given by the Company, at the time of notifying the defect.
- d. The product or part has been used and maintained properly and carefully in accordance with any instructions offered by the Company.
- e. After 6 calendar months where the Purchaser or the Purchaser's client requires the Company to visit the site for repair or replacement of the Company's equipment, engineers travelling and on-site time will be charged at the rate current at the time of the visit, if no maintenance contract is in force.
- f. Tubes, lamps and consumables are excluded from warranty.

### **9. Liability**

Subject to Clause 8 above:

- a. Goods are sold and services or advice rendered in connection therewith upon such terms that, save to the extent of repairs or replacements under 8 above, neither the Company nor its servants be liable in contract, or negligence or otherwise for any death or personal injury or for any loss or damage (howsoever such loss, injury or damage be caused) suffered by the Purchaser or any other person arising out of or in conjunction with the design, manufacture, sale, delivery (or failure to deliver or delay in delivery) installation, repair or adjustment or any goods sold (including replacements) or the use thereof of any advice or services in connection therewith and Purchase shall indemnify the Company and/or its servants against any such claims in respect of any such injury, loss or damage. For the purpose of this sub clause the Company contracts on its own behalf and on behalf of and as trustees for its servants.
- b. Where the Purchaser is dealing as a consumer under the Sale of Goods and Supply of Services Act 1980, liability under that act is not hereby excluded.
- c. Unless expressly so stated in writing, goods are not sold or tested as conforming to any British Standard specification.
- d. Purchaser does not rely on the Company's skill or judgement with regard to the goods. No person has authority to make any representation or collateral promise on the Company's behalf which is not confirmed in writing under the signature of a Director of the Company and Purchaser shall not and does not rely on any representation unless so made or confirmed.

### **10. Returns**

No products may be returned without the Company's prior consent. Where products are alleged not to conform to specification, full details must be given.

Products surplus to requirements or not otherwise required and in original condition, may at the option of the Company be returned carriage paid within 90 days of invoice date for credit or invoice less a restocking charge of 25%.

### **11. Cancellation**

In the event of an order being cancelled, the Company requires the Purchaser to pay all costs incurred by it, up to the date of cancellation.

## **12. Patents**

The sale of products and the publication of any information or technical data does not imply freedom from patent or other rights in respect of an application of the products by the Purchaser, and the Company accepts no liability from infringement of such rights.

The Purchaser shall indemnify the Company and its suppliers against all royalties and other payments in respect of any patents, registered designs or other rights which may be claimed as result of goods being made according to the designs or specifications supplied by the Purchaser. The Purchaser shall indemnify the Company and its suppliers against all expenses and costs in connection with any infringement or alleged infringement of any patent or registered design or other right in the manufacture, use or sale of such products.

## **13. Specifications**

The Company reserves the right to alter, amend or withdraw specifications at any time without notice. All brochures, manuals, drawings, illustrations, specification and information contained therein are intended to represent a guide to the nature of the product, and shall not form part of the contract unless expressly stated in writing.

## **14. Quotations**

Quotations will be valid for a period of 30 days from the date of the submission and represent no obligation until the Company has accepted the Purchaser's official order duly signed by a responsible official.

## **15. Storage**

Where delivery is delayed for reasons attributable to the Purchaser, storage or other additional costs may, at the discretion of the Company, be charged to the Purchaser and the products will be at the Purchasers risk.

The Company reserves the right to invoice the products on the original delivery date which will also be the date of commencement and Warranty and Terms of Payment (see condition 6).

## **16. Governing Law**

The Contract, including the conditions, shall be governed by and construed in accordance with English Law and any proceedings arising there under shall be submitted to the Jurisdiction of the English Courts.

## **17. Severance**

If the whole or any part of any Clause in these Conditions shall be void or unenforceable by reason of any provision or applicable laws, such Clause or the relevant part thereof (as the case may be) shall be deleted and the remaining provisions hereof or of the Clause affected shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of this Contract so far as possible.