

### Terms and Conditions Of Sale

This statement has been prepared to inform customers of the Sale Policy and Terms and Conditions of Sale of SURE LINE SAFETY LTD

In these conditions The Seller means SURE LINE SAFETY LTD

#### 1. ACCEPTANCE

- (i) Any order issued by the Buyer is subject to acceptance by the Seller and a contract for the sale of Goods will only be formed when the Seller has accepted the offer to buy in writing.
- (ii) All orders are placed under these terms and conditions alone which exclude any other terms and conditions inconsistent therewith which the Buyer might seek to impose.

2. QUOTATIONS Unless otherwise stated, quotations by the Seller shall be open for acceptance within 90 days from the date of the quotations. After acceptance any variations to the quotation must be agreed in writing.

3. PRICE Prices are stated in the Sellers Price List (or quotation) but the Seller reserves the right to alter its prices with out prior notice. All prices quoted exclude Value Added Tax. Value Added Tax will be charged as applicable.

#### 4. PAYMENT

- (i) Unless otherwise agreed in writing all sums become due and payable on or before the 20<sup>th</sup> day of the month following the date of the sellers invoice.
- (ii) Time for payment shall be the essence of the contract.
- (iii) Sure Line Safety Ltd reserves the right to charge interest at 1.5% interest per month on all overdue accounts such interest being deemed to accrue on a day to day basis from the due dated of payment.
- (iv) The seller reserves the right where genuine concerns arise as to a buyers financial position or in the case of failure to pay for any goods to suspend delivery of any order without liability until payment or satisfactory security for payment has been provided.
- (v) Any collection costs incurred by the seller as a result of unpaid debt owed by the buyer will be the responsibility of the buyer.

5. DELIVERY Any dates stated by the Seller for the delivery of the Goods are approximate only and do not form part of the Contract and the buyer agrees that he will have no regard to quoted delivery dates provided that the Seller will use reasonable endeavours to deliver by the date specified.

6. DEFECTIVE GOODS The Seller shall free of charge replace Defective Goods where the defects appear under proper use within three days of delivery provided that

- (i) Notice in writing of the defects shall be given to the Seller upon their appearance; and
- (ii) Such defects shall be found (to the Sellers reasonable satisfaction) to have arisen solely from faulty design workmanship or materials; and
- (iii) The Seller is afforded reasonable opportunity and facilities to investigate any alleged defects.
- (iv) The defective Goods shall be returned to the seller at the purchasers expense If so requested by the Seller.  
The Sellers liability under this condition shall be to the exclusion of all other liability to the Buyer, whether contractual, tortuous, or otherwise for defects in the Goods or for any other loss or damage to or caused by the goods and all other conditions warranties stipulations or other statements whatsoever concerning the goods whether express or implied by statute at common law or otherwise howsoever or hereby excluded.

7 CLAIMS Any claims must be in writing and must contain full details of the claim including a full description of the allegedly defective Goods.

8 DISCLAIMER Under no circumstances will the Seller be liable for;

- (i) defects or damage resulting from fair wear and tear or improper use by the Buyer to comply with the instructions or advice of the Seller or Manufacturer or the Goods or neglect of any other description.
- (ii) Goods which have been adjusted, altered, adapted or repaired by any other party other than the Seller.
- (iii) Loss or damage resulting from using a non Ferno Locking Device coupled with a Ferno Stretcher Trolley or vice versa.
- (iv) The suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Seller.
- (v) Substitution by the Seller of any material or components which were not part of the specification or quotation for the Goods agreed in writing by the Seller.
- (vi) Descriptions, specifications, illustrations, figures as to performance drawings and particulars of weight and dimensions submitted by the Seller contained in the Seller's quotations, price lists or elsewhere which do not form part of the contract:
- (vii) Technical information, recommendations, statements or advice furnished by the Seller its servants or agents or given in writing to the Buyer before the Contract is made or;
- (viii) Variations in the quantities or dimensions of any Goods or changes in specifications or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal to those originally specified: or
- (ix) Any loss of profit business contract revenues or anticipated savings: or
- (x) Any special indirect or consequential damage of any nature whatsoever.

9. RETURN POLICY In certain circumstances the Seller will allow the Buyer to return the Goods for Credit (less a handling charge of 20% of invoiced value) provided the Buyer provides the Sellers with details of the Goods he wishes to return ( by product code if possible), the reason for return its arrangements for returning the Goods, its contact name and telephone number provided that if the Seller is requested to collect the Goods a collection charge may be made. In this event the Buyer should quote the return number issued by the Seller in future correspondence or discussions.

10. PRODUCT DEVELOPMENT IMPROVEMENT The Seller reserves the right;

- (i) To alter the designs and/or specifications without giving prior notice.
- (ii) To substitute products without giving prior notice.

#### 11. TITLE

- (i) Notwithstanding clause 12 below legal ownership of the Goods shall remain with the Seller which reserves the right to dispose of them until payment has been received in full under the Contract or the Goods have been resold by way of bona fida sale for full market value provided that any resale shall not be as an agent for the Buyer and in the meantime the Buyer holds them as bailee and in a fiduciary capacity;
- (ii) Until the Goods should have been paid for in full the Buyer shall keep the same separate from other Goods and clearly identifiable.
- (iii) Even when payment for the Goods has been received in full by the Seller in respect of the Goods delivered under the contract ownership of the Goods shall remain with the Seller until payment for the Goods has been received in full in respect of all other sums due from the Buyers to the Seller on any account
- (iv) As long as the title to the Goods remain with the Seller the Buyer may not encumber them or purport to transfer title to them for security purposes. The Buyer shall immediately notify the Seller by Special Delivery or Recorded Letter of third party attempts to seize or exercise any lien over the Goods. The Buyer shall bear the cost of any action resulting from such an attempted seizure or lien.
- (v) At any time when the Seller has title to the Goods it may by notice to the Buyer determine the Buyers right to sell and to have possessions of the Goods and at any time after the giving of such notice the Seller or its Agents may enter upon any premises where the Goods are or reasonably expected to be and may remove the Goods.
- (vi) Each paragraph of this condition shall be constituted as a separate condition to the intent that the invalidity of any one or more shall not effect the validity or enforceability of any other paragraph.

12. RISK Risk in the Goods passes when they are delivered to the Buyer whether by being made available at the Sellers premises or other wise as agrees and so long as legal ownership of the Goods remains with the Seller the Buyer shall insure the Goods with a reputable company.

13. FORCE MAJEURE The Seller shall be under no liability if it is prevented from carrying out any provision of the Contract for any reason beyond its control (without limitation) Act or God legislation, War, Fire, Failure of Power supply, Lockout, Strike or other action taken by employees in contemplation of furtherance of a trade dispute.