

## **Security Supplies Ltd.**

& Security Supplies (Chelmsford) Ltd.

**Terms & Conditions** 

Unit 5, Fulcrum 4, Solent Way, Whiteley, Fareham, Hants. Tel: 01489 563 400 Fax: 01489 588 308

1) PARTIES

The term "company" shall be construed as being Security Supplies Ltd. or Security Supplies (Chelmsford) Ltd.

The term "customer" shall mean any company, firm or individual placing an order with the company.

The term "product" shall mean any goods, and/or services including software.

2) VALIDITY OF TERMS

The company enters into all agreements with the customer solely on these conditions.

Each placing of an order or acceptance of credit by the customer is confirmation that the customer agrees to abide by the terms and conditions laid down in this document.

3) ORDERS

Acceptance of an order is by delivery or collection of the product by the customer. All orders will require a signature on the invoice and/or delivery note by the customer, or his authorised agent. Whilst every effort is made to maintain published prices, the company reserve the right to alter prices where necessary, without prior notice. All prices published or verbally given are strictly nett and are subject to V.A.T., which will be charged in addition at the current rate.

4) PAYMENTS

Payment for sales and/or services shall either be nett cash with order, or strictly nett monthly terms, subject to satisfactory references, payable no later than 30 days following month end. In order for the company to maintain keen prices and an efficient service to customers, prompt payment is essential. Extended credit will be refused.

5) DELIVERY

The company will endeavour to deliver goods when required, free of charge, within the local area. The company reserves the right to levy a delivery charge for orders under £100 nett, or where long distances are involved. The customer shall notify the company immediately of any defects, damages or omissions of goods delivered or collected.

6) PROPERTY & RISK

All goods sold will remain the property of the company until the customer has made full payment at the agreed purchase price. The company is granted the right to enter the customer's premises and recover goods not yet paid for. However, if the goods in question have already been installed in a third parties premises, the customer shall remain obliged to either recover the said goods, or make full settlement of the relevant invoice/s.

7) WARRANTY

All goods sold by the company are subject to a 12-month warranty against defect. All requests for replacement of goods under warranty, must be accompanied by the goods in question and the invoice relating to the same. All replacements will be at the company's discretion and in accordance with the relevant manufacturers policy if applicable. Goods not in warranty will be replaced and/or repaired, subject to a charge at an appropriate rate.

8) RETURNS

Goods returned for repair must be accompanied with appropriate paperwork detailing the fault and/or defect, proof of purchase may also be requested at the company's discretion. All returns will be processed in accordance with the relevant manufacturer's policy and will be dealt with as soon as possible. Goods returned in the original condition, "not required" or "incorrectly ordered" and returned for credit will be subject to a handling charge at the company's discretion.

## 9) PRODUCT SUITABILITY & SPECIFICATION

The company does not warrant that goods are suitable for any specific purpose or siting, and shall not be held liable or responsible for any loss, damage or injury caused to any person or property, or failure of the goods to perform. The company in any event shall not be held liable for any intangible or consequential damages for any breech thereof, including but not limited to the costs of removal and reinstallation of goods, loss of goodwill or profit, or counter claims from a third party.

## 10) SUBJECT TO ENGLISH LAW

This agreement shall be subject to and construed in accordance with English Law and supersedes any previous agreement between the company and the customer.