



Castell Safety International Ltd **Terms and Conditions of Sale**

1. General

- (a) "The Company" hereinafter shall mean Castell Safety International Limited.
 - (b) These conditions in their entirety shall be deemed to apply and to be incorporated in any agreement with the Company, save and only to the extent that any or more may be expressly excluded or varied as agreed in writing by the Company with the Purchaser.
 - (c) All agreements are to be in writing and no employee or agent of the Company has authority to offer, conclude, vary or otherwise modify any contract otherwise than in writing: any oral statements, representations, offers, counter offers, acceptances, variations or modifications, whether express or implied, made by or on behalf of the Company are conditional only and subject to written confirmation, these Conditions give notice that any such oral indication is not intended to have legal effect.
 - (d) The Company is not willing to contract otherwise than on these conditions. Any conditions which appear or are referred to on any documents emanating from the Purchaser are to have no legal effect whatsoever.
 - (e) The Company's goods are not designed or tested with any specific end use in mind but the Company takes all reasonable steps to ensure that the goods are in accordance with the specifications applicable to contract. Purchaser remains responsible for satisfying himself that the particular specification ordered is appropriate to the product or system into which the goods are to be incorporated. In view of these matters the Company cannot accept any liability whatsoever arising out of or in connection with:
 - I. Any terms, conditions or warranties whether express or implied by common law or statute as their merchantability or as to their fitness for any particular purpose;
- Nor:
- II. Any negligence, representation or statement, or statement, or innocent misrepresentation or misstatement whether arising in contract or in tort.
- (f) The Company cannot accept liability for any loss or damage, direct or consequential, arising from:
 - I. Act of God;
 - II. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
 - III. Seizure under legal process;
 - IV. Any act or omission of the Purchaser;
 - V. Riots, civil commotion, lockouts, strikes, whether general or partial stoppage or restraint of labour and from whatever cause.

- (g) Any photograph, drawing or other illustration, and any advertisement or any other representational matter supplied, or general representations of the Company's goods, and are not necessarily accurate as to any particular goods by reason of revision or modifications. None of the above material shall form part of any contract, unless expressly incorporated therein writing by the Company.
- (h) Orders placed on the Company cannot be cancelled except with the Company's consent in writing and will be subject to a change made on terms which will indemnify the Company against loss. Any goods, returned or refused without the Company's consent will not be accepted for credit.

2. Guarantee

The Company accepts responsibility for making good any defects, due to faulty workmanship or materials; which develop under conditions of proper use within twelve calendar months of their date of despatch to the purchaser or his agent. Should any goods thus despatched not accord to their specifications and the Company receive written notification thereof within the above period, the Company undertakes to rectify any errors and replace any parts not conforming to the specifications. In any of the above cases, the goods are to be returned carriage paid to the Company for inspection and the Purchaser shall pay the cost of such inspection, including dismantling and refitting, subject only to such reduction as is reasonable (if any) having regards into any defect or error which may be found. In respect of the above, the Company only accepts responsibility for direct costs of making good defects or errors; no liability is accepted for any other loss or damage, direct or consequential arising out of or in connection with any of the above defects or errors. In goods or components supplied which are not manufactured by the Company are excluded from this guarantee and are subject only to the warranty of the manufacturer.

The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design, specification or statement supplied by the Purchaser.

The Company shall be under no liability in respect of any defect arising from wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Company's written approval.

3. Payment Terms

- (a) Payment of full contract price shall be made within 30 days of invoice date. Should any defect appear after despatch, this is not to interfere with the rendering of payment by the Purchaser at the stipulated times, provisions being made for dealing with these defects by the above guarantee.
- (b) In the case of contracts involving more than one despatch, if default in payment on the due date is made in respect of any one despatch, the Company at its option shall be entitled to treat the Contract as repudiated by the Purchaser and to claim damages accordingly.



- (c) Unless otherwise stated, payment of the contract price for the goods shall be due upon presentation of the invoices and notification from the Company that the goods are ready for despatch. On overdue payments the Company reserves the right to charge interest at four per cent about National Westminster Bank base rate for the time being with a minimum eight per cent per annum from the date when such payments fall due until the date on which the payments are received.
- (d) Any goods supplied by the Company shall be at the Purchasers risk immediately on despatch by the Company to the Purchasers address or address specified by the Purchaser or his agent on his behalf (which ever is the sooner), unless specifically agreed in writing to the contrary by the Company. The Purchaser should arrange insurance accordingly.
- (e) The property in goods supplied by the Company shall remain in the Company until such time as the goods, the subject to this contract (as well as other goods the subject of any other contract between the Company and Purchaser or his agent or bailee and which have not been paid in full), have all been paid for in full).

4. Sketches, drawings, etc.

All Sketches, Drawings and Original work remain the Company's property and subject to the Company's copyright. The Purchaser shall not communicate any drawing, sketch or original work nor any information contained therein to a third party without the Company's previous written consent.

5. Limitation of Liability

The Company accepts no liability or responsibility for any loss, injury or damage whatsoever, (whether direct or consequential to the Purchaser or user or their employees, agents or bailees or to their property, whether arising directly or indirectly out of the goods supplied by the Company), save only to the extent guarantee above or expressly agreed in writing by the Company.

The Company shall indemnify the Purchaser for injury to persons or damage to property of the Purchaser or third parties to the extent that the same is attributable to negligence on the part of the Company up to a maximum of £1,000,000.

6. Disclaimer

Products supplied by The Company, whether new, as spare parts or as a replacement, are provided for in good faith. The integrity of the system implemented will only be maintained alongside the Company's, the manufacturer's, guidelines. By placing an order the Purchaser takes full responsibility in ensuring that the integrity of the safety system in place is preserved.

The Company maintains records of Q-lock codes and Padlock differs in relation to the delivery address only. Such companies may consist of worldwide OEM's, distributors, agents or other 3rd parties. The Company shall therefore be under no liability for either duplicate keys or duplicate lock codes being used at site.

7. Purchaser's Property

Purchaser's property when supplied to the Company will be held at Purchaser's risk. Every care will be taken to secure the best results where materials are supplied by the Purchaser, but responsibility will be accepted for imperfect work caused by defects in, or unsuitability of materials supplied.

8. Patents

The Purchaser shall be exclusively responsible for ascertaining that the goods ordered to designs supplied by the Purchaser do not infringe any letter patent. Should the goods ordered to design be registered designs or contain rights vested by a third party, the Purchaser shall fully indemnify the Company against all damages, penalties and costs and expenses to which we may become liable as a result of any such infringement.

9. Storage

If the Company does not receive forwarding instructions within fourteen days after date of notification that goods are ready for despatch, the Purchaser shall take delivery or arrange for storage. If the Purchaser does not take delivery or arrange for storage, the Company shall be entitled to arrange storage either at its own works or elsewhere on the Purchaser's behalf and all charges for storage for insurance, and for insurance if requested by the Purchaser, or for demurrage shall be payable by the Purchaser.

10. Despatch

To be made in as large pieces as may be expedient. Carriers to be determined by the Company on the Purchaser's behalf in the absence of specific instructions from the Purchaser or his agent. Carriage and ancillary charges will be invoiced to the Purchaser by the Company.

11. Damage in Transit

The Purchaser should advise the Company and Carriers in writing of any damages or losses within three days of receipt of goods. All damaged articles should be retained by the Purchaser pending Carriers inspection. Failure to observe this may prejudice any claim the Purchaser may have on their insurers or nominated carriers.

12. Exports

- (a) Unless the context otherwise requires, any term or expression which is defined or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions. If there is any conflict the provisions of these conditions will prevail.
- (b) Where the goods are supplied for export from the United Kingdom, the provisions of this clause shall apply notwithstanding any other provision of these conditions will prevail.
- (b) The Purchaser shall be responsible for complying with any regulations and legislation governing the importation of goods into the country of destination and for the payment of any duties thereon.
- (c) Unless otherwise agreed between the Purchaser and the Company, the goods shall be delivered FOB the air or sea port of shipment and the Company shall be under no obligation to give notice under section 32(3) if the Sale of Goods Act 1979.
- (d) The Purchaser shall be responsible for the arranging and testing and inspection of the goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.



- (e) Payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Purchaser in favour of the Company and confirmed by a bank acceptable to the Company.

13. Rise and Fall

- (a) Contract prices are based on present day costs and are subject to proportionate adjustment should these costs change between acceptance and completion of the contract. In the event of a future price increase notification will be given prior to the start of production of that portion of the contract affected by the increase. Any obligation on Purchaser to accept that portion of the order will be waived by the Company.
- (b) The Company may amend its pieces to cover any increase in cost due to the Purchaser's failure or delay in providing sufficient information with the acceptance of our Tender to enable us to proceed with the work.

14. Lien

All goods (and any documents relating to such goods) which are the property of the Purchaser or which remain the property of the Company until paid for but are in the possession, custody or control of the Company may be subject to a particular and general lien and right of detention for monies due either in respect of such goods, or for any particular or general balance or other monies due from the Purchaser. If any monies due to the Company are not paid within one calendar month after notice has been given to the Purchaser that such goods are being detained, they may be sold at auction, or otherwise at the discretion of the Company and at the expense of the Purchaser, and the net proceeds applied in or towards satisfaction of such indebtedness.

15. Arbitration

If any dispute or difference of any kind whatsoever shall arise out of or in connection with any agreement with the Company, it shall be referred to and settled by the arbitration in England of a person to be agreed upon between the parties or (in the event that the parties fail to appoint an arbitrator within one calendar month of either party serving on the other a written notice to concur in the appointment of an arbitrator) of a person appointed by the President for the time being of the Institute of Electrical Engineers.

Any such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Acts 1950-1979 or any statutory re-enactment or amendment thereof, the award of an arbitrator shall be final and binding on the parties

16. Governing Law

All agreements between the Company and its Purchasers and any questions or matters arising out of or in connection therewith shall be governed by and operated subject to English Law and the proper law of such agreements is hereby acknowledged to be English Law.