



Castell Safety International Ltd Terms and Conditions of Sale

1. Interpretation

In these Conditions:

"Company" hereinafter shall mean Castell Safety International Ltd
"Purchaser" means any person, firm or company who accepts a quotation from the Company or whose order is accepted by the Company in writing
"Goods" means the goods including any installation or any parts for them which the Company is to supply in accordance with these Conditions
"Conditions" means the terms and conditions set out in this document and special terms agreed by the Company and Purchaser in writing
"Contract" means the contract for the purchase and sale of the goods
"Writing" means facsimile transmission, letter, email and other comparable means of communication

2. General

(a) 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.

(b) 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.

(c) 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 unless specified by the Company in writing.

(d) 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.

(e) 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, 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.

3. Basis of the Sale

(a) The Company shall sell and the Purchaser shall buy the goods in accordance with any written order which has been expressly described or referred to as an order subject to these Conditions which shall govern the contract to the exclusion of any other terms and conditions. The Company shall not be held negligent for any duplicated orders received and fulfilled.

(c) A quotation shall be valid for 60 days unless confirmed otherwise in writing by the Company. A quotation does not constitute a binding offer and the terms relating to the quotation can be amended without notice at any time up until the Company accepts in writing an order.

(d) The Company's employees or agents are not authorised to make any representations concerning the goods, the goods use and the goods suitability unless confirmed by the Company's employees or agents in writing. The Company shall not be held liable for any such representations which are not confirmed in writing.

(e) The price of the goods shall be the Company's quoted price or where no price has been quoted that listed in the Company's published price list current at date of acceptance of the order applies.

(f) Any typographical error or omission in any of the Company's sales literature including but not limited to the Company's price lists, quotations and invoice shall be subject to correction without any liability on the part of the Company.

(g) Orders placed on the Company cannot be cancelled or amended except with the Company's consent in writing and will be subject to a charge made on terms which will indemnify the Company against loss. These charges will be on an individual order basis and will reflect the cost of work already carried out on the order.

4. 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 dispatch to the Purchaser or his agent. Should any goods thus dispatched 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 willful 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.

5. Payment Terms

(a) Payment of full contract price shall be made within 30 days of invoice date. Should any defect appear after dispatch, this is not to interfere with the rendering of payment by the Purchaser at the



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

stipulated times, provisions being made for dealing with these defects by the above guarantee.

(b) In the case of contracts involving more than one dispatch, if default in payment on the due date is made in respect of any one dispatch, 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 dispatch. 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 dispatch 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).

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Storage

If the Company does not receive forwarding instructions within fourteen days after date of notification that goods are ready for dispatch, 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.

12. Dispatch

Packages 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.

13. 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.

14. Return of Goods

Purchaser must inform the Company by writing within ninety days of receipt of goods that they wish to return the goods. Any goods returned or refused without the Company's consent will not be accepted for credit.

15. 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.

(c) 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.

(d) 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.

(e) 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.

(f) Should a credit facility not be ascertainable in exceptional circumstances, payment of all amounts due to the Company may 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.

16. Rise and Fall



Castell Safety International Ltd Terms and Conditions of Sale

(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.

17. Purchaser's Insolvency or Incapacity

(a) If the Purchaser becomes subject to any of the events listed in clause 17(b), or the Company reasonably believes that the Purchaser is to become subject to any of them and notifies the Purchaser accordingly, the Company may cancel or suspend all further deliveries under any contract without incurring any liability and all outstanding sums to the Company shall be immediately due.

(b) For the purposes of clause 17(a), the relevant events are:

- i. Purchaser suspends, or threatens to suspend, payment of its debt or is unable to pay its debts;
- ii. Purchaser commences negotiations with all or any class of its creditors with a view to rescheduling any debts;
- iii. A petition is filed or a notice is given for the winding up of the Purchaser's company;
- iv. Purchaser is the subject of a bankruptcy petition/order;
- v. A creditor encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied on the whole or part of the Purchaser's assets and such attachment or process is not discharged within fourteen [14] days;
- vi. Application/notice is made to court for an appointment of an administrator over the Purchaser;
- vii. A floating charge holder over the Purchaser's assets has been appointed to an administrator;
- viii. Purchaser suspends, or threatens to suspend, all or substantially the whole of its business;
- ix. Purchaser's financial position deteriorates where in Company's opinion the Purchaser's capability to adequately fulfill its obligations under the contract has been placed in jeopardy;
- x. Purchaser, being an individual, dies or by reason of illness is incapable of managing affairs.

18. Retention of Title

(a) Title to Goods shall not pass to Purchaser until Company has received payment in full for Goods or Services.

(b) Until title has passed, Purchaser shall,

- i. Hold Goods on fiduciary basis as Company's bailee;
- ii. Not remove or deface any identifying mark/packaging on Goods;
- iii. Maintain Goods in satisfactory condition and keep them insured against all risks for their full price from date of delivery;
- iv. Notify Company immediately if Goods become subject to events in clause 17(b). Should Company reasonably believe that such events are valid, Company may at any time require Purchaser to deliver the Goods and if this fails, Company may enter the Purchaser's premises, or of any third party where the Goods are stored, in order to recover them;
- v. Provide Company with such information relating to Goods as Company may require from time to time.

19. 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.

20. 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

21. Anti-Bribery

Purchaser will

- (a) Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
 - (i) Local and national laws in the territories in which it operates
 - (ii) The UK Bribery Act 2010
 - (iii) The US Foreign Corrupt Practices Act 1977
 - (iv) The UN Convention Against Corruption
- (b) Comply with the Halma p.l.c. Group Code of Conduct relating to bribery and corruption which may be found on www.halma.com.
- (c) Have in place its own policies and procedures to ensure compliance with this Clause.
- (d) Ensure that all parties with which it is associated or who are providing goods or services in connection with these Terms and Conditions of Sale (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this Clause.
- (e) Maintain and accurate records of all transactions and payments to the Company and, on reasonable request, disclose details of those transactions and payments to the Company.
- (f) On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause.
- (g) Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.

Purchaser will indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Company against all costs, expenses and losses that the Company incurs or suffers as a result of any breach by Purchaser of any of its obligations under this Clause. This indemnity will not apply to any fine levied on the Company as a result of the Company's criminal liability.

If Purchaser breaches this clause the Company shall have the right to terminate any contracts governed by these Terms without notice and with immediate effect and will be in no way liable to Purchaser in respect of such termination for payment of damages or any other form of compensation.

22. 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.