

# SJC Security Installations Terms & Conditions

All orders for goods accepted by SJC Security Installations ("the vendor") are accepted subject to the following conditions which shall form part and govern the contract of sale. Acceptance of goods shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by a purchaser either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the vendor has authority to vary these conditions unless accepted in writing by the owner of SJC Security Installations.

## 1. Payment and Price

(a) The vendor reserves the right to vary the quoted price for the goods by upward additions in accordance with market conditions at the date of actual supply and the purchaser shall pay such additions in addition to the quoted price. Price Lists do not constitute an offer. All prices are subject to the addition of Value Added Tax at the appropriate rate.

(b) All Pro Forma Invoices for Goods and Services, To be paid for in full prior to Delivery.

(c) All invoices are due for payment on delivery but exgratia (except in the event of emergency or insolvency of the customer) the vendor's practice is that invoices are due for payment not later than 15 days from the date shown on the invoice. If Payment is made within 7 days from date of invoice, the client is eligible for a rebate of 5%. Payment is to be made in the currency of the invoice.

(d) Any invoice outstanding beyond the end of 15 days, will be subject to late payment interest as set out in (f) below. Invoices that remain outstanding beyond terms may also be referred to our legal team and will be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges, legal fees and expenses incurred will be the responsibility of the customer and will be legally enforceable.

(e) No dispute between the parties as to delivery, quality, contents or otherwise shall excuse payment of any invoice.

(f) All overdue accounts will be charged, on a daily basis, commercial interest at 8.5% above the base rate of the Bank of England in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. There is also an entitlement to compensation which will be claimed under the same act.

(g) Any banking charges incurred through uncleared payments shall be the liability of the purchaser and not the vendor.

(h) Any disputes over payments shall be dealt within UK courts.

SJC reserves the right to cancel or reject any order. All prices, discounts, discount percentages and specifications are subject to change without notice.

## 2. Payment Method

SJC Security Installations accepts payment as follows:

Bank Transfer We can accept CHAPS and BACS transfers. Our bank details can be obtained either shown on all invoices sent to purchaser or by calling the accounts department on 0121 445 6830.

Credit card payments can be made by calling our accounts department on 0121 445 6830.

*Credit Terms.* Credit may be extended to central and local government departments and agencies, public limited companies whose shares are fully quoted on the London Stock Exchange and other Limited Companies/businesses subject to status. Our normal terms are 15 days from date of invoice or supply. If Payment is made within 7 days from date of invoice, the client is eligible for a rebate of 5%. All credit orders must be in writing, using wherever appropriate, the official stationery of the customer.

Contra Arrangement Exchange of goods or services can only be used to settle invoices by the express written permission of the vendor. The vendor shall be entitled to refuse to accept any order to sell on credit to any proposed Purchaser without providing any reason.

## 3. Validity of Quotation

(a) The vendor reserves the right to refuse to accept orders from a purchaser or to refuse the purchaser's acceptance of a quotation given by the company unless such quotation is stated to be open for a specific Period and is accepted within such period and before being withdrawn by the vendor. In the event of the receipt by the vendor of an order from the purchaser, execution of the order is contingent upon availability of goods and the absence of circumstances beyond the vendor's control hindering or preventing such execution and in any event will not be binding on the company unless accepted by the company in writing.

(b) No orders to the vendor may be cancelled unless agreed by the vendor.

#### **4. CARRIAGE**

The vendor reserves the right to choose the method of transport, carriage/postage will be charged on all orders.

#### **5. Availability of Goods**

The vendor will use its best Endeavour's to comply with the date named for dispatch or delivery which date is given and intended as estimate only and is not to be the essence of the contract. If owing to non-availability of the goods, instructions or lack of instruction or other necessary particulars from the purchaser or by individual dispute, act of God or by any other causes beyond the vendor's control, the vendor shall be unable to effect delivery hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the purchaser. The vendor shall not be liable for failure to comply with the date named for dispatch or delivery due to repair or replace.

#### **6. Property and Risk**

(a) For so long as any amounts remain owing from the purchaser to the vendor (whether immediately due or not) title to the property of the goods shall remain in the vendor and ownership will not pass to the purchaser until the vendor has received payment in full. In the event of the purchaser reselling the goods, if the vendor has not received all amounts owing to it, the purchaser shall account to the vendor for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of the vendor until the vendor have received such amounts in full. The vendor shall have the right to trace all proceeds in accordance with the principles of R. v. Halletts Estates 1880 13CH.D96. At any time after the due date for payment from the purchaser to the vendor, and so long as such amounts have not been received by the vendor in full, the vendor, at the purchaser's expense, shall have the right to enter the purchasers' premises and remove there from all goods which remain the property of the vendor. The risk in the goods comprised in all order shall pass to the purchaser upon delivery.

(b) Should the goods comprised in any order become constituents or be converted into other products whilst subject to the ownership of the purchaser the ownership in such other products shall pass forthwith to the vendor as if they were the goods comprised in this order and accordingly, sub-clause (a) above shall as appropriate apply to such other products.

#### **7. Design Variation**

Whilst the vendor makes every effort to ensure that goods supplied correspond to in every respect with the sample, specification or description provided as the case may be, the vendor is not responsible for the minor variations in specification, in colour or other design features, and no such minor variation shall entitle the purchaser to rescind the contract or shall be the subject of any claim against the vendor by the purchaser.

#### **8. Claims**

(a) No liability for any claim for damage or non-functionality shall be accepted unless the vendor is notified in writing by the purchaser within seven days of delivery. This period may be extended at the sole discretion of the vendor where the manufacturer's replacement policy exceeds this deadline.

(b) No liability for any claim for missing items such as manuals, etc. shall be accepted unless the vendor is notified in writing by the purchaser within seven days of delivery.

(c) Consignments must be examined immediately on the arrival their of. If any parcel appears to be damaged or pilfered the receipt must be marked clearly and appropriately.

(d) The vendor must be notified of the damage in writing within twenty-four hours of delivery and within five working days of delivery a detailed claim must be sent in writing to the vendor and the packaging retained and dealt with as directed by the vendor.

(e) No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the particulars given on the delivery note unless the vendor is notified in writing by the purchaser within seven days of delivery and the onus is on the purchaser to prove any shortage.

(f) In the case of active third-party on-site maintenance contracts, the purchaser accepts an obligation to use the services of the contracted third-party to resolve claims under clause 6(a).

(g) In the case of manufacturers who operate direct product support and returns procedures, the purchaser accepts an obligation to process their claim directly through the manufacturer.

#### **9. Complaints**

The purchaser shall inspect the goods immediately on the arrival there of and shall within five working days from such inspection give notice to the vendor of any matter or thing by reason whereby he may allege that the goods are not in accordance with the contract. If the purchaser shall fail to give such notice within such time limit, the goods shall be deemed to be in all respects in accordance with the contract and the purchaser shall be bound to accept and pay for the same accordingly and the vendor shall not be liable for any defect.

## **10. Guarantee**

(a) The purchaser shall, unless otherwise, in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period.

(b) Where a guarantee includes repair performed on the purchaser's premises, commonly known as 'on-site maintenance', this shall not apply outside the mainland of United Kingdom. Purchasers whose premises are on outlying islands will instead receive return-to-base' maintenance.

## **11. Returned Goods**

(a) The vendor will not accept goods for credit or rectification unless such return has been authorised by the owner, and the goods are received by the vendor in stock condition, undamaged and with original packaging and the vendor retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The vendor reserves the right to charge a restocking fee on goods returned for credit which are not in stock condition. The vendor reserves the right to refuse to credit all or any part of the goods returned if the goods are not resalable.

(b) The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to the vendor for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by the vendor. The onus of proof of safe delivery shall rest with the purchaser.

(c) All items returned to the vendor by prearrangement and found to contain no fault, will be subject to a 25% (minimum £25.00) restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the vendor.

(d) No credit shall be allowed for goods until they have been received complete.

## **12. Consequential Loss**

The extent of the vendor liability to the purchaser for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the vendor shall in no circumstances whatsoever be liable to the purchaser in respect of any loss or damage whether suffered by the purchaser or any customer of the purchaser and whether direct, indirect, consequential, or however else arising.

## **13. Default**

Should the purchaser default in paying sums due for goods supplied the vendor reserves the right in its absolute discretion either to suspend all further deliveries until the default is made good or to cancel the balance of the order.

## **14. Descriptive matter and illustrations**

All descriptive and forward specifications, drawings and colours issued by the vendor are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of a contract.

## **15. Corrections**

In the event of any employee of the vendor making any error in any term, contract, offer, acceptance or quotation the vendor may by notice in writing to the purchaser correct the same in which case (provided that the correction is adverse to the purchaser) the purchase shall be entitled within seven days of such notice to cancel that portion of the order or purchase to which the said correction relates.

## **16. Limited Companies**

Where the purchaser is a Limited Company any contract entered into with the purchaser shall be deemed to be guaranteed by the directors of the said Limited Company and in the event of the Limited Company having a receiver appointed or an administrator appointed or entering into any other arrangement with its creditors or ceasing to trade in any other way, then the directors of such company shall become personally liable for all sums due under any contract with the vendor.

## **17. References**

The vendor may from time to time provide details of transactions on the purchasers account to third parties, such as banks, credit reference agencies or for trade reference purposes. All references given are kept on file for one year and are available to the purchaser upon request.

## **18. Law**

(a) If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions.

(b) This contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law