



# MORETON ALARM SUPPLIES (MAS) LTD

## TERMS AND CONDITIONS OF SALE

### 1 GENERAL

ALL TENDERS AND QUOTATIONS ARE MADE AND ALL CONTRACTS AND ORDERS ARE ACCEPTED UPON AND SUBJECT TO THE FOLLOWING CONDITIONS OF SALE WHICH SHALL OPERATE TO THE EXCLUSION OF ANY OTHER CONDITIONS AND TERMS PUT FORWARD BY THE BUYER IRRESPECTIVE OF THE DATES OF DISPATCH OR RECEIPT OF ANY SUCH CONDITIONS.

### 2 PRICES

ALL PRICES LISTED OR QUOTED ARE SUBJECT TO ALTERATION WITHOUT NOTICE AND UNLESS OTHERWISE STATED BY US IN WRITING. ALL ORDERS ARE ACCEPTED ON THE CONDITION THAT PRICES CHARGED WILL BE THOSE CURRENT AT THE TIME OF DISPATCH. ALL PRICES ARE EXCLUSIVE OF VAT AND THIS WILL BE CHARGED AT THE APPROPRIATE RATE.

### 3 DELIVERIES

ALL DELIVERIES OVER 10 MILES MAY BE DELIVERED BY OUR CARRIERS, EVERY EFFORT ALL BE MADE TO MAINTAIN ESTIMATED DELIVERY DATES, BUT WE CANNOT ACCEPT ANY LIABILITY FOR LOSSES OF ANY KIND ARISING FROM ANY DELAY IN DELIVERY.

### 4 RETURNS

NO RETURNS CAN BE ACCEPTED FOR WHATEVER REASON UNLESS OUR CONSENT HAS BEEN OBTAINED IN WRITING. CREDIT WILL BE SUBJECT TO COSTS ARISING FROM INSPECTION OR RESTORING RETURNED GOODS TO SALEABLE CONDITION. RETURNED GOODS MUST BE CONSIGNED CARRIAGE PAID TO OUR WORKS AND AT THE BUYERS RISK. ALL NON-FAULTY ITEMS RETURNED WILL INCUR A 20% RE-STOCKING CHARGE AS THE GOODS RETURNED WILL HAVE TO BE TESTED AND WILL THEN BE DEEMED AS SECOND HAND AND NOT SALEABLE AS NEW.

### 5 DESIGNS AND DESCRIPTIVE MATTER

WE RESERVE THE RIGHT TO CHANGE THE DESIGN OF GOODS OR PARTS THEREOF WITHOUT NOTICE. ALL ILLUSTRATIONS, DESCRIPTIONS AND DIMENSIONS PUBLISHED IN RESPECT OF GOODS ARE TYPICAL ONLY AND NOT BINDING.

### 6 TERMS OF PAYMENT

INVOICES WHICH HAVE BEEN DISCOUNTED FOR INSTANT PAYMENT WILL BE SUBJECT TO A 20% SURCHARGE IF PAYMENT IS STOPPED, RETURNED UNPAID OR CANCELLED. ACCOUNTS ARE DUE FOR SETTLEMENT BY THE LAST DAY OF THE MONTH FOLLOWING THAT IN WHICH THE GOODS ARE DISPATCHED IF GOODS ARE DELIVERED IN INSTALLMENTS EACH INSTALLMENT WILL BE INVOICED AT THE TIME OF DISPATCH TIME OF PAYMENT SHALL BE OF THE ESSENCE WE RESERVE THE RIGHT TO SUSPEND DELIVERIES TO A CUSTOMER WHOSE ACCOUNT IS OVERDUE, SHOULD THE BUYER GO INTO RECEIVERSHIP OR LIQUIDATION ALL SUMS DUE TO US SHALL BECOME DUE FOR IMMEDIATE PAYMENT WITHOUT PREJUDICE TO ANY OTHER RIGHT WHICH THE SELLER MAY HAVE WE SHALL BE ENTITLED TO CHARGE INTEREST ON OVERDUE AMOUNTS DUE UNDER THE CONTRACT FROM THE DUE DATE FOR PAYMENT THEREOF UNTIL PAYMENT SUCH INTEREST TO ACCRUE FROM DAY TO DAY AND SUCH INTEREST TO ACCRUE BOTH BEFORE AND AFTER JUDGMENT AND TO BE PAYABLE ON DEMAND AT THE RATE OF TWO PERCENT PER MONTH ABOVE THE BASE RATE FOR THE TIME BEING OF NATIONAL WESTMINSTER BANK PLC. DEBTS OVER 90 DAYS WILL BE SUBJECT TO A 25% COLLECTION CHARGE ON ALL OUTSTANDING INVOICES.

### 7 GUARANTEES

ANY CONDITIONS OR WARRANTIES (WHETHER EXPRESS OR IMPLIED BY STATUTE COMMON LAW OR ARISING FROM CONDUCT OR A PREVIOUS SOURCE OF DEALING OR TRADE CUSTOM OR USAGE) TO THE QUALITY OR FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE OR THAT THE GOODS WILL CORRESPOND WITH ANY DESCRIPTION OR SAMPLE ARE HEREBY EXPRESSLY NEGATED AND EXCLUDED. IN SUBSTITUTION FOR ALL RIGHTS WHICH THE BUYER WOULD OR MIGHT HAVE HAD BUT FOR THESE CONDITIONS WE SHALL REPLACE FREE OF CHARGE OR REPAIR AT OUR OPTION ANY GOODS FOUND TO BE FAULTY IN MATERIAL OR WORKMANSHIP WITHIN 14 DAYS OF THE DATE OF DISPATCH, PROVIDING THAT NO ATTEMPT HAS BEEN MADE TO ALTER DISMANTLE OR RECTIFY IN ANY WAY AND PROVIDING THE GOODS HAVE BEEN USED FOR THE PURPOSE FOR WHICH THEY WERE DESIGNED. BEFORE WE BECOME LIABLE UNDER THIS GUARANTEE WE REQUIRE THAT THE DEFECTIVE GOODS OR PARTS MUST BE DELIVERED CARRIAGE PAID TO OUR WORKS AT THE BUYERS RISK FOR OUR INSPECTION. WE WILL REPLACE OR REPAIR THE GOODS AND THEY WILL RE-DELIVERED CARRIAGE PAID AT OUR COST. WE SHALL NOT BE LIABLE FOR ANY COSTS, CLAIMS, DAMAGES OR EXPENSES ARISING OUT OF ANY BREACH OF CONTRACT OR STATUTORY DUTY CALCULATED BY REFERENCE TO PROFITS OR LOSS, SUCH AS PROFITS, INCOME OR ACCRUALS OR BY REFERENCE TO ACCRUAL OF SUCH COSTS CLAIMS, DAMAGES OR EXPENSES ON A TIME BASIS.

### 8 RETENTION OF TITLE

FROM THE TIME OF DELIVERY THE GOODS SHALL BE AT THE RISK OF THE BUYER WHO SHALL BE SOLELY RESPONSIBLE FOR THERE CUSTODY AND MAINTENANCE AS IF HE WERE THE OWNER BUT UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING. THE GOODS SHALL REMAIN OUR PROPERTY UNTIL ALL PAYMENTS DUE UNDER THE CONTRACT MADE BETWEEN US AND THE BUYER HAVE BEEN MADE IN FULL AND UNCONDITIONALLY OR UNTIL RE-SALE OF THE GOODS BY THE BUYER BONA FIDE IN THE ORDINARY COURSE OF HIS BUSINESS AND AT FULL MARKET PRICE AND THE BUYER SHALL SELL AS PRINCIPLE ONLY. WHILE OUR OWNERSHIP CONTINUES THE BUYER AS OUR BAILEE SHALL KEEP OUR GOODS SEPARATE AND INDEPENDENT FROM ALL GOODS IN HIS POSSESSION. IF THE GOODS ARE NOT PAID FOR IN ACCORDANCE WITH CLAUSE 6 WE RESERVE THE RIGHTS TO REMOVE THE GOODS FROM THE BUYERS PREMISES AND RE-SELL THE GOODS SHOULD THE GOODS BE RE-SOLD BY THE BUYER THEN WE RESERVE THE BENEFICIAL ENTITLEMENT TO THE PROCEEDS OF SALE UNTIL FURTHER PAYMENT FOR THE GOODS HAS BEEN MADE

### 9 DAMAGE OR LOSS IN TRANSIT

WE WILL ACCEPT NO LIABILITY FOR DAMAGE TO OR LOSS OF GOODS IN TRANSIT. CLAIMS IN RESPECT OF CARRIERS LIABILITY MUST BE NOTIFIED TO THE CARRIER IN WRITING WITHIN 3 DAYS OF THE RECEIPT OF DELIVERY IN THE CASE OF DAMAGE OR SHORTAGE WITHIN 14 DAYS OF ADVICE NOTE AND INVOICE DATE IN THE CASE OF NON OR INCOMPLETE DELIVERY. IN THE EVENT OF FAILURE TO GIVE NOTICE WITHIN THE AFOREMENTIONED PERIOD THE GOODS WILL BE DEEMED TO BE IN ALL RESPECTS AS INVOICED AND WE WILL NOT ACCEPT ANY RESPONSIBILITY FOR SUCH CLAIMS.

### 10 FORCE MAJEURE

WE SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR FAILURE IN PERFORMING ANY OBLIGATION THROUGH ANY CIRCUMSTANCES BEYOND OUR CONTROL INCLUDING, BUT NOT LIMITED TO STRIKES, LOCK OUTS. WAR, FIRE, BREAKDOWN OF PLANT OR MACHINERY OR UNAVAILABILITY OF RAW MATERIAL FROM NORMAL SOURCE OF SUPPLY.

### 11 LEGAL CONSTRUCTION

ANY CONTRACT OF SALE IN ALL RESPECTS BE CONSTRUED AND OPERATE AS AN ENGLISH CONTRACT AND IN CONFORMITY WITH ENGLISH LAW AND THE PARTNERS AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.

### 12 COPYRIGHT

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