

# UK Fire & Security Distribution Ltd Terms and Conditions

## 1. INTERPRETATION AND FORMATION OF CONTRACTS

1.1 In these Conditions:

**Buyer** means the person, company, partnership or limited liability partnership or other entity who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

**Conditions** means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller

**Contract** means the contract for the purchase and sale of the Goods

**Goods** means the Goods (including any distribution of the Goods or any parts for them and including any labour or services provided in connection with the Goods) which the Seller is to supply in accordance with these conditions.

**Seller** UK Fire & Security Distribution Limited (Company registration 9546767) whose registered office is at 1 Pottery Court Bulwell Nottingham NG6 8YN

**Website** UK Fire & Security Distribution.co.uk or such other domain name as the Seller chooses from time to time

**Writing** includes letter, fax and email and other comparable means of communication

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 All Contracts made by the Seller with a Buyer – whether made in Writing or online via the Seller's Website - shall be deemed to incorporate these terms and conditions. No representative, agent or sale person has the Seller's authority to vary, amend or waive any of these terms and conditions on behalf of the Seller and no variation of or addition to these terms and conditions shall form part of any Contract unless specifically accepted by the Seller in Writing and signed by a Director.

1.5 These terms and conditions supersede all prior discussions, representations, understandings and agreements, whether oral or in Writing between the parties with respect to the subject matter.

1.6 These terms and conditions shall also override any other terms and conditions made in a different document or oral or other communication between the Buyer and the Seller.

1.7 With the exception of orders placed online, a Contract shall only come into effect when the Buyer's order has been accepted in Writing by the Seller or until the Seller's quotation is accepted in Writing by the Buyer or verbally and then followed up in Writing. For online orders, the Buyer is directed to clause 18 of these Conditions.

1.8 All quotations made by the Seller must be considered as withdrawn if not accepted by the Buyer within 30 days of the date of quotation.

1.9 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

1.10 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

## 2. BASIS OF THE SALE

2.1 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall

not be liable for any such advice or recommendation which is not so confirmed.

2.2 Goods are sold with manufacturer's warranty. The Buyer is responsible for complying with the manufacturer's warranty, conditions, policies and procedures.

## 3. ORDERS AND SPECIFICATIONS

3.1 Once an order has been placed by the Buyer and accepted in Writing by the Seller, the Buyer has the right to withdraw the order within seven (7) days, which must be done in Writing. Once the seven (7) days have passed, the Seller reserves the right to reject cancellation of the order.

3.2 If the Seller does accept cancellation of the order after the expiry of the seven

(7) day period referred to above, this is done so on the basis that the Seller reserves the right to charge a cancellation fee which is payable by the Buyer on the terms set out herein and that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.3 Goods already purchased by the Seller on behalf of the Buyer prior to cancellation of an order must be paid for by the Buyer, whether or not the Goods have been delivered to the Buyer.

3.4 Where the Seller has agreed to work to the Buyer's drawings, design or specifications, the Seller will not guarantee performance of the goods or any defect arising from any such drawing, design or specification.

3.5 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.6 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation or the Buyer's order unless varied or amended in Writing.

3.7 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, claims, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any Copyright, design, or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification. ("Intellectual Property Rights" means patent, trademarks, service marks, rights (whether registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright, rights in and to software, rights in and to confidential information and know-how, rights in and to databases and all other intellectual property rights and similar property rights of whatever nature subsisting in any part of the world).

3.8 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance and the Buyer agrees to any changes in the price of the Goods as a result

3.9 Where Goods other than the Seller's standard products are made by the Seller to the Buyer's order, the Goods may vary in accordance with normal trade tolerances from dimensions specified by the Buyer in the order and the Buyer shall not be entitled to make any claim against the Seller in respect of any such variations.

3.10 Notwithstanding that a sample of the Goods be exhibited to and inspected by the Buyer, such sample is so exhibited or inspected solely to enable the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample. The Buyer shall take the Goods at its own risk as to their corresponding with the said sample, and subject to the normal variation between the bulk and sample accepted by the trade.

3.11 Without prejudice to the generality of the foregoing any particular purpose for which the Buyer proposes to use the Goods shall be deemed not to be known by or have been made known to the Seller unless specifically recorded in a schedule signed by one of the Seller's directors. The Buyer hereby acknowledges that any purpose stated in such schedule shall be deemed to have been specified by the Buyer.

## 4. PRICE

4.1 Unless otherwise stated in Writing by the Seller, orders are accepted and prices are quoted on the basis that:-

(a) Prices will be ex-works unpacked unless otherwise stated;

(b) Where packing cases are charged for, credit will be allowed provided they are returned in good condition satisfactory to the Seller and carriage paid to the Seller; and

(c) The Seller is able to adjust the price of the Goods:

a. to correct errors or omissions in the Contract;

b. to account for any alteration before the date of delivery of the Goods to the Buyer in the cost to the Seller in distributing or providing the Goods - including any changes in the cost of labour, materials, sub-contracted services or transport;

c. to reflect any additional cost to the Seller in distributing or providing the Goods caused as a result of an action, inaccuracy, omission, delay or fault by the Buyer (for example, a failure of the Buyer to give the Seller adequate instructions or information);

d. to reflect any fluctuation in foreign exchange rates or changes in legislation or regulations, either in the United Kingdom or another country which directly affects the cost of distributing or providing the Goods to the Seller;

e. in any other circumstances where there is a material increase in the cost to the Seller.

4.2 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed on the Seller's Website current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices given by the Seller are in relation to the product only, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 All prices will be subject to VAT and any other applicable taxes unless otherwise stated.

## 5. PAYMENT

5.1 Invoices will set out the cost of the Goods, any services, VAT and any other costs or expenses.

5.2 Unless otherwise agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price on or at any time after delivery of the Goods to the Buyer. If the Buyer collects the Goods then the Seller shall be entitled to invoice the Buyer upon collection of the Goods.

5.3 If the Buyer wrongfully fails to take delivery of the Goods, the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.4 Payment of the invoice amount is due strictly within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. Time for payment shall be of the essence of the Contract.

5.5 Interest will be charged at the rate of 4% above the base lending rate of Lloyds TSB Bank on the sum owing for the period beginning with the date the sum owing was due and ending with the date the sum is paid (and the period shall continue after as well as before judgment). Interest shall accrue on a daily basis and be compounded quarterly.

5.6 The Seller shall be entitled to invoice the Buyer for the price of Goods upon placing an order with a third party for the Goods and payment shall be made by the Buyer within 14 days. The Seller is under no obligation to order Goods without firstly receiving payment from the Buyer.

5.7 The Seller shall be entitled to submit interim invoices to the Buyer at its discretion.

5.8 The sums due from the Buyer are owed without and free and clear of any deduction for set-off or counterclaim and any withholding for or on account of any tax or any other deduction, unless required by law.

5.9 The Buyer is not entitled to any rights of set-off or rights of retention, whatsoever.

5.10 Payment shall be by bank transfer to the Seller's nominated bank account, by credit or debit card. The Seller accepts payment by cheque unless the Order is the first Order between the Buyer and the Seller in which case payment by cheque is not accepted.

5.11 The Seller reserves the right to set-off any monies paid by the Buyer against moneys which may be or become due and payable.

5.12 The Seller may terminate the contract immediately and without notice if payment is not made upon the terms set out herein. The Seller shall be able to sue the Buyer for breach of contract in these circumstances.

5.13 The Seller, at its discretion, may charge the Buyer for remedial work to the Goods which is carried out as a result of the Buyer failing to follow the instructions provided relating to the operation and maintenance of the Goods.

5.14 In the case of export orders, payment shall be in pounds sterling unless otherwise agreed in Writing signed by the Seller's authorised representative.

## 6. EXPORT TERMS

6.1 Where Goods are supplied for export from the United Kingdom, the provisions of this clause 6 shall (subject to any specific terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

6.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties and taxes thereon.

6.3 The Buyer shall be responsible for arranging for inspection of the Goods at the Seller's premises before shipment. The Seller 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

6.4 The Buyer undertakes not to offer the Goods for resale in any other country notified by the Seller to the Buyer at or before the time the Buyer's order is accepted, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

6.5 Where shipping products internationally, the Buyer should be aware that cross-border shipments are subject to opening and inspection by customs authorities.

## 7. INSOLVENCY OF BUYER

7.1 This clause applies if:

7.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

7.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or

7.1.3 the Buyer ceases, or threatens to cease, to carry on business, or

7.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

7.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and if any of the Goods have not been delivered the Seller may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7.3 Without incurring any liability for loss or damage to the Buyer, the Company shall also be entitled to rescind or cancel the contract in the following circumstances:

(a) any circumstances that are beyond the reasonable control of the Company that prevent it from performing the contract in its part or entirety; or

(b) war, threat of war, sabotage, insurrection, civil disturbance, lock-out, trade disputes or strike (whether involving employees of the Seller or third parties); or

(c) flood; or

(d) accident to plant or machinery; or

(e) failure of sub-contractors or agents; or

(f) acts, restrictions, regulations, bye-laws, prohibitions or other measures of any kind on the part of any governmental, parliamentary or local authority; or

(g) import or export regulations or embargoes; or

(h) difficulty in obtaining raw materials, labour, fuel, parts or machinery or a break down or power failure in the machinery; or

(i) failure to obtain the Goods from the manufacturer. (Sub-clauses (a) to (i) being "Force Majeure")

#### **8. RISK**

8.1 Risk of damage to the Goods or loss shall pass to the Buyer:

(a) upon delivery of the Goods to the Buyer or to such person as the Buyer shall direct; or

(b) upon collection of the Goods from the Seller.

8.2 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

8.3 The Buyer shall insure the Goods from the date of their delivery to him until their title has passed to him and the Seller shall be entitled to call for details of the insurance policy.

8.4 If the Buyer shall not insure the Goods or shall fail to supply details of its policy on demand to the Seller then the Buyer shall reimburse the Seller for the cost of any insurance which the Seller may reasonably arrange in respect of any of the Goods during the whole or any part of the period from the date of the Seller's delivery of the Goods until the date of payment to the Seller of the price.

#### **9. TITLE RETENTION**

9.1 Until the purchase price of the Goods comprised in this or any other contract between the Seller and the Buyer and all other sums whatsoever which are or shall become outstanding from the Buyer to the Seller shall have been paid or satisfied in full (and if by cheque, then only upon clearance):

9.1.1 The property in the Goods remains vested in the Seller (notwithstanding the delivery of the same and the passing of the risk therein).

9.1.2 The Buyer shall store the Goods in such a way that they can be readily identified as being the Seller's property.

9.1.3 The Buyer shall on request inform the Seller of the precise location of each item of the Goods identified where applicable by its serial number, by supplying the Seller at the Buyer's expense within seven days of the Seller's request with a written schedule of the said locations.

9.1.4 The Buyer may sell the Goods in the normal course of its business and may pass good title to its customer being a bona fide purchaser for value without notice of the Seller's rights on the following conditions:

9.1.4.1 The Seller shall be entitled, immediately as a result of its ownership of the Goods, to the beneficial ownership of the proceeds of such sale which the Buyer shall accordingly hold as fiduciary for the Seller

9.1.4.2 The Buyer shall account to the Seller on demand with the said proceeds of sale provided that no such demand shall be made by the Seller in the absence of its having reasonable cause to believe that the Buyer might default in making payment for the Goods on the terms contained herein;

9.1.4.3 The Seller shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid by such customer provided that no such claim shall be made by the Seller in the absence of its having reasonable cause to believe that the Buyer might default in making payment for the Goods on the terms contained herein;

9.1.4.4 The Seller may at any time revoke the Buyer's said power of sale in the

circumstances set out in Clause 5.4 and Clause 7 of these Conditions;

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9.1.4.5 The Buyer shall notify the Seller without delay of any attachment of the Goods or actions by third parties which might infringe our title to the Goods.  
9.1.4.6 Upon determination of the Buyer's power of sale the Seller shall be entitled by itself its servants or agents to enter upon any of the Buyer's premises for the purpose of removing and repossessing such Goods or their proceeds of sale and the Seller shall be entitled to claim from the Buyer the costs and expenses incurred by the Seller in and ancillary to the process of such removal and repossession.  
9.1.5 Until title in the Goods has passed to the Buyer, the Buyer shall not purport to be the owner of the Goods and shall not show the Goods as stock in the Buyer's accounts.

9.2 Nothing in these Conditions shall:

- 9.2.1 Entitle the Buyer to return the Goods or to delay payment thereof; or
- 9.2.2 Constitute or be deemed to have constituted the Buyer as the Seller's agent; or
- 9.2.3 Render the Seller liable to any third party for any unauthorised representation or warranty made or given by the Buyer to such third party in relation to the Goods; or
- 9.2.4 Prevent the Seller from maintaining an action for the price notwithstanding that the property in the Goods may not have passed to the buyer.

### 10. LIEN

The Seller retains a general lien on any of the Buyer's equipment or materials in its possession for any unpaid balance the Buyer may owe to the Seller. The Seller shall be entitled to sell such equipment or materials in the event that payment is not made in full within 28 days of notice given to the Buyer by the Seller of its exercise of the lien. The proceeds of sale may be taken by the Seller for reimbursement of the expense of exercise of the lien and the sale, and payment of the said balance and the Seller shall account for any surplus.

### 11. MINIMUM ORDER SURCHARGE

The Seller reserves the right to charge a surcharge of £10.00 plus VAT on all orders below £250 plus VAT or the daily sterling equivalent as decided by UK Fire & Security Distribution Limited (Company registration 95466)

### 12. DELIVERY

12.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

12.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

12.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

12.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

12.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

- 12.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 12.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage insurance and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

12.6 All goods are deemed to be delivered in good condition and the Buyer accepts the same unless he has stated that the Goods are "unchecked" or "unexamined" on the delivery or collection note when signing for delivery or collection.

12.7 The contract is divisible, each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; and invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

### 13. GUARANTEE

13.1 The Seller hereby guarantees, for UK Fire & Security Distribution branded items, to the Buyer that:

13.1.1 The Seller shall free of charge either repair or, at its option, replace defective Goods where the defects appear under proper use within 12 (twelve) months from the date of the first delivery or such other period or periods as may be agreed in Writing between the Seller and the Buyer whichever is the first to expire, PROVIDED THAT

13.1.2 notice in Writing of the defects complained of shall be given to the Seller upon their appearance, and

13.1.3 such defects shall be found to the Seller's reasonable satisfaction to have arisen solely from the Seller's faulty design, workmanship or materials, or a combination of these

13.1.4 For the avoidance of doubt, defects will not be regarded as having arisen solely from the Seller's faulty design, workmanship or materials in any of the following circumstances:

- 13.1.5 where such defects arise from any drawing, design or specification supplied by the Buyer; or
  - 13.1.6 where such defects arise from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval; or
  - 13.1.7 where such defects arise in parts, materials, or equipment which have not been manufactured or designed by the Seller but have been purchased at the Buyer's request by the Seller from their designer and manufacturer or from some other third party ("the Third Party Supplier").
- 13.1.8 Any repaired or replaced Goods shall be redelivered to the Buyer free of charge to the original point of delivery but otherwise in accordance with and subject to these Conditions.
- 13.1.9 Alternatively to Condition 13.1.1, the Seller shall be entitled at its absolute discretion to refund the price of the defective Goods in the event that such price shall already have been paid by the Buyer to the Seller, or, if such price has not

been paid, to relieve the Buyer of all obligation to pay the sum by the issue of a credit note in favour of the Buyer in the amount of such price.

13.2 In respect of all Goods supplied to the Seller by a Third Party Supplier the Seller will pass on to the Buyer (in so far as possible) the benefit of any warranty given to the Seller by such Third Party Supplier and will (on request) supply to the Purchaser details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such Third Party Supplier and the Buyer shall be solely responsible to the entire exclusion of the Seller from complying with the same.

13.3 The Seller's liability under this Condition shall be to the exclusion of all other liability to the Buyer whether contractual, tortious or otherwise for defects in the Goods or for any loss or damage to or caused by the Goods, and all other conditions, warranties, stipulations or other statements whatsoever concerning the Goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded in particular (but without limitation of the foregoing) the Seller grants no warranties regarding the fitness for purpose, performance, use, nature or merchantable quality of the Goods, whether express or implied, by statute, at common law or otherwise howsoever.

13.4 Notwithstanding anything contained in these Conditions or the Contract, in no circumstances shall the Seller be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any loss of profit, business, contracts, revenue, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.

13.5 Notwithstanding anything contained in these Conditions or the Contract, the Seller's liability to the Buyer in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the Goods specified in the Contract.

3.6 If and to the extent that sections 6 and/or 7(3A) of the Unfair Contract Terms Act 1977 apply to the Contract, no provision of the Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Contract by section 12(3) of the Sale of Goods Act 1979, or section 2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract.

13.7 If and to the extent that section 2(1) of the Unfair Contract Terms Act 1977 applies to the Contract nothing in the Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused by reason of the negligence of the Seller or of its servants, employees or agents.

13.8 Where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these Conditions.

13.9 The Seller shall not be under any liability for any failure to perform any of its obligations under the Contract due to Force Majeure. Following notification by the Seller to the Buyer of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

13.10 The Buyer accepts as reasonable that the Seller's total liability for any Goods which are defective shall be as set out in these Conditions: in fixing that limit the Buyer and the Seller have had regard to the source specification and Contract price of the Goods, their nature, the use they will receive, and the resources available to each party including servicing facilities and insurance cover, to meet any liability.

### 14. HEALTH AND SAFETY

The Buyer's attention is drawn to the provisions of Section 6 of the Health and Safety at Work Act 1974. The Seller will make available on written request such information on the Goods as is in the Seller's possession to ensure that as far as is reasonably practicable they are reasonably safe and without risk to health when properly used.

### 15. SELLER'S EXPERTISE

The Buyer, subject as hereinafter provided, shall keep and procuring to be kept confidential all information supplied by the Seller of a confidential nature provided that the Seller shall first have given notice in Writing to the Buyer of the confidential nature of such information before so supplying it.

### 16. INTELLECTUAL PROPERTY

The copyright subsisting or which subsequently subsists in all documents, drawings, specifications, designs, programmes or any other material prepared by the Seller whether readable by humans or by machines shall belong to the Seller absolutely and they shall not be reproduced or disclosed or used in their original or translated form by the Buyer without the Seller's written consent for any purpose other than that for which they were furnished.

### 17. INDEMNITY

17.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or Intellectual Property Rights of any other person, then (except where clause 13.1.3 applies) the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

- 17.1.1 the Seller is given full control of any proceedings or negotiations in connection with any such claim;
- 17.1.2 the Buyer shall give the Seller all reasonable assistance for the purpose of any such proceedings or negotiations;
- 17.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
- 17.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
- 17.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and
- 17.1.6 without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

### 18. WEBSITE ORDERS

18.1 The owner of the Website is the Seller. The Buyer uses the Website at its own risk.

18.2 Payment methods

18.2.1 Online purchases may be paid for using a debit or credit card through the Seller's online payment facility or through Paypal.

18.2.2 The Seller debits credit and debit cards at the point of order. All prices include sales taxes (where applicable) unless otherwise stated.

18.2.3 The Seller also offers a credit facility for online orders. The amount of the credit facility is solely at the discretion of the Seller. Credit can be redeemed online through UK Fire & Security Distribution.co.uk only. If the value of an order exceeds the credit value, the balance must be paid by credit or debit card. If a Buyer is approaching or has exceeded its credit limit, the Seller has absolute discretion to refuse further orders and / or to delay the delivery of the Goods to the Buyer until the Buyer discharges the credit in full (along with any interest that has accrued pursuant to clause 5.5 of these Conditions).

### 18.3 Availability

18.3.1 The Seller stocks a range of products and aims to arrange delivery of all 'in-stock' items within 7 days of receiving an order. If the product ordered is not in stock at the point of order, the Seller will endeavour to contact the Buyer within 24 hours of the point of order and will order the Goods in for delivery.

18.3.2 Goods will be sent to the Buyer at the address given in the order.

18.3.3 Orders may be delayed if the item is not in stock or if the Seller is experiencing a high volume of orders. The Seller is not able to confirm timescales for getting a product in stock.

18.3.4 Some products may be unavailable. If the Seller is unable to fulfil an order, the Buyer will be offered an alternative or given a refund for the unavailable product.

18.3.5 Once Goods have been delivered following an online order, the terms set out in these Conditions regarding title, risk, and returns apply.

### 18.4 Refunds and Right to Cancel

18.4.1 The Buyer may cancel an order at any time up to but not including 7 days following an order.

18.4.2 In the event that an order is cancelled, a refund will be made to the Buyer's credit or debit card or via Paypal within 30 days of the cancellation of order. The Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Seller as a result of cancellation (including, without limitation re-stocking charges) and the provisions of clause 3.3 of these Conditions apply.

### 18.5 Privacy statement

18.5.1 By accessing, browsing and using UK Fire & Security Distribution.co.uk, the Buyer is confirming that it had read and understood these Conditions.

18.5.2 The Seller will treat any personal information provided by the Buyer as confidential and stores personal data in accordance with the Data Protection Act 1998.

18.5.3 In addition to the information supplied by a Buyer, information and data may be automatically collected through the use of cookies which recognise repeat users and allows the Seller to analyse buying trends. Buyers can configure their internet browser to accept or reject cookies or to inform you when a cookie is saved.

18.5.4 Other users or companies may use cookies on their own Website. The Seller has no access or control of these cookies and cannot accept any liability in this regard.

### 18.6 Liability

18.6.1 The Buyer expressly agrees that the use of UK Fire & Security Distribution.co.uk is at the Buyer's sole risk. Neither the Seller, any of its directors or employees, agents, third-party content providers, merchants, sponsors, licensors or the like warrant that UK Fire & Security Distribution.co.uk will be uninterrupted or error-free, nor do they make any warranty as to the results that may be obtained from the use of UK Fire & Security Distribution.co.uk or to the accuracy, reliability or currency of any information, content, service of merchandise provided through UK Fire & Security Distribution.co.uk.

18.6.2 The Seller makes no warranties or representations regarding the operation of the Website, the information or content of the same or the materials or products on it.

18.6.3 The Seller will not be liable for damages of any kind arising from the use of UK Fire & Security Distribution.co.uk.

18.7 The rest of these Conditions apply to online orders. If any of the provisions of this clause 18 contradict the rest of these Conditions, this clause 18 shall prevail.

### 19. PRIVACY

19.1 The Seller is committed to protecting the privacy of Buyers.

19.2 Notwithstanding the above, the Seller retains the right to share and process information about customers and customer accounts through means such as factoring or Confidential Invoice Discounting. The Seller shall not be liable to the Buyer for any loss, costs, damages, charges or expenses incurred by the Buyer in factoring customer accounts.

19.3 The Seller insures customer accounts against insolvency and, as such, will share personal information provided by the Buyer.

19.4 All personal information processed by the Seller will be done so in accordance with the principles set out in the Data Protection Act 1998. This means that: the Seller will process personal data fairly and lawfully; personal data shall only be obtain for one or more specified and lawful purpose and shall not be further processed in any manner incompatible with those purposes; personal data shall be adequate, relevant and not excessive in relation to those purposes; personal data shall be accurate and kept up to date; it shall not be kept for longer than necessary; it is processed in accordance with the Buyer's rights under the Data Protection Act 1998; the information is secure; and personal data is not transferred to countries outside the European Economic Area unless that country or territory has an adequate level of data protection.

### 20. GENERAL

20.1 The Seller reserves the right to sub-contract the fulfilment of the Contract (including any installation) or any part thereof.

20.2 The Buyer shall not assign any rights under this agreement without the prior consent in Writing of one of the Seller's directors.

20.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business of such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

20.4 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

20.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

20.6 The Contract shall be governed by the laws of England and Wales and the parties shall submit to the sole jurisdiction of the English and Welsh courts.