

**BWS SECURITY SYSTEMS LTD & Associated business
brands - TERMS AND CONDITIONS OF PURCHASE**

1. **Application**

These are the terms and conditions on which BWS Security Systems Ltd (CRN: 03851779), and any other company and/or affiliate and/or associated business brands within the BWS group, purchases Goods and/or Services. These terms and conditions will also cover all other associated goods and/or services provided by the Seller to the BWS group.

2. **Interpretation**

2.1 In these Conditions:-

"Business Day" means any day other than a Saturday, Sunday or a bank holiday;

"the Buyer" means the relevant company and/or affiliate and/or associated business brand within the BWS group named on the Order;

"these Conditions" means the standard terms and conditions of purchase 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;

"the Contract" means the contract for the sale and purchase of the Goods constituted by the Seller's acceptance of the Order in accordance with these Conditions;

"the Delivery Address" means the address stated on the Order for delivery of the Goods;

"the Goods" means the goods (including any instalment of the goods or any part of them) described in the Order;

"the Order" means the Buyer's purchase order to which these Conditions are referred to;

"the Price" means the price of the Goods and/or Services as set out in the Order;

"the Seller" means the person, entity, firm or organization as described in the Order;

"the Services" means the services, including any deliverables, to be provided by the Seller under the Contract, as set out in the Specification.

"Specification" includes any plans, drawings, data or other information relating to the Goods and/or Services; and

"Writing" includes facsimile transmission, electronic mail and other comparable means of communication.

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

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

2.4 A reference to writing or written includes email.

3. **Basis of Purchase**

3.1 These Conditions apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.2 The Order constitutes an offer by the Buyer to purchase the Goods and/or Services subject to these Conditions. Only orders on the Company's formal headed paperwork with a valid Order reference will be deemed to be valid.

- 3.3 The Seller shall accept the Order placed by the Buyer and a binding contract for the supply of the Goods and/or Services subject to these conditions, shall exist by whichever is the earlier of: -
- the Seller's acceptance of the Order, in writing or orally; or
- the Seller doing any act consistent with fulfilling the Order; or
- the delivery of Goods and/or the performance of the Services.
- 3.4 Any typographical clerical or other accidental error or omission in the Order placed by the Buyer or in any drawings specifications, instructions, or other material supplied by the Buyer, shall be subject to correction without any liability on the part of the Buyer.
- 3.5 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

4. **Specification**

- 4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
- 4.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
- 4.3 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier and/or logistics company authorized to deliver the Goods, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 4.4 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

5. **Price**

- 5.1 The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:-
- exclusive of any applicable value added tax or any other applicable taxes (which shall be payable by the Buyer subject to receipt of a VAT invoices); and
- inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imports, charges, adjustments or levies other than value added tax.
- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
- 5.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

6. **Payment**

- 6.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order.
- 6.2 Unless otherwise stated in the Order, the Buyer shall pay correctly rendered invoices for the Price of the Goods within 60 days after the end of the month of receipt by the Buyer of an invoice or, if later, after acceptance of the Goods in question by the Buyer, but time for payment shall not be of the essence of the contract. Payment shall be made to the bank account nominated in writing by the Seller.

- 6.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.
- 6.4 No extra charges shall be effective unless agreed in writing with the Buyer.

7. **Delivery**

- 7.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Address.
- 7.2 Where it is agreed in writing that the date of delivery of the Goods is to be specified by the Seller after the placing of the Order, the Seller shall give the Buyer reasonable notice in writing of the specified date.
- 7.3 The time of delivery of the Goods is of the essence of the Contract.
- 7.4 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods. It must also clearly show the consignee as specified in the Contract.
- 7.5 The Seller, or Seller's delivery agent, must obtain the consignee's signature, meaning a person in the employ of the Buyer, as detailed in the Contract, on delivery of the Goods. The Buyer shall not be deemed to have accepted or received the Goods without the consignee's signature.
- 7.6 If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable. Such Goods delivered by instalments shall not be separately invoiced and paid for until all Goods pursuant to an Order have been delivered.
- 7.7 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.
- 7.8 The Seller shall supply the Buyer in good time with any instructions or other information to enable the Buyer to accept delivery of the Goods.
- 7.9 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods (if applicable), whether or not any Goods are accepted by the Buyer.
- 7.10 If the Goods are not delivered on the due date, or if the Services are not performed on the date specified in the Order and/or as agreed between the parties then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has agreed to pay any part of the price in advance of delivery) to claim from the Seller by way of liquidated damages [5]% per cent of the Price for every day's delay, up to a maximum of 20% of the Price.
- 7.11 The Buyer shall not be deemed to have accepted the Goods until it has had 30 days to inspect them following delivery or collection as the case may be. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 30 days after any latent defect in the Goods has become apparent.

8. **Quality – Good and Services**

Goods

- 8.1 Where the Seller is not the manufacturer of the Goods, the Seller shall transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
- 8.2 The Seller warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 18 months from the date of delivery, the Goods shall:
 - be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - be fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Seller;
 - be free from defects in design, material and workmanship; and

comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 8.3 The Seller shall not be liable for a breach of any of the warranties in condition 8.2 unless:
the Buyer gives notice, written or orally, of the defect to the Seller, and including if the defect is as a result of damage in transit to the carrier, within 30 days of the time when the Buyer discovers the defect; and
the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.
- 8.4 Subject to condition 8.3, if any of the Goods do not conform with any of the warranties in condition 8.2 the Seller shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.
- 8.5 The Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

Services

- 8.6 The Seller shall from the date set in the Order and for the duration of the Contract provide the Services to the Customer in accordance with the terms of the Contract and /or Specification.
- 8.7 In providing the Services, the Seller shall:
Co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
perform the Services with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with the Contract;
provide all equipment, tools and vehicles and such other items as are required to provide the Services;
use the best quality goods, materials, standards and techniques, and ensure that any deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises;
not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services and
hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Seller ("**Buyer Materials**") in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorization.

9. **Risk and Property**

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
- 9.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

10. **Assignment**

- 10.1 The Buyer may assign the Contract or any part of it to any person, firm or company.
- 10.2 The Seller shall not be entitled to assign the Contract or any part of it without the prior

written consent of the Buyer.

11. Indemnity and Insurance

- 11.1 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:-
- breach of any warranty given by the Seller in relation to the Goods;
 - any claim that the Goods infringe, or that their importation, use or resale, infringes, the patent, copyright trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods;
 - all claims by the customers of the Buyer (and their sub-buyers) arising out of any breach whatever by the Seller of this contract for sale.
- 11.2 During the term of the Contract and for a period of three years thereafter, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Remedies

- 12.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods and/or Services are not supplied and/or performed in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:
- to rescind the Order;
 - to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
 - at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
 - to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

13. Termination

- 13.1 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:-
- the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or the Seller ceases or threatens to cease, to carry on business; or
 - the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

- 13.2 The Buyer shall be entitled to terminate the Contract at any time if there is a change of

control of the Seller.

14. Force Majeure

- 14.1 In the event that either party is prevented from fulfilling its obligations under this Contract by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to clause 14.2) the party shall not be deemed to be in breach of its obligations under this Contract. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 14.2 Clause 14.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 14.3 Each party shall be liable to pay to the other damages for any breach of this Contract and all expenses and costs incurred by that party in enforcing its rights under this Contract.
- 14.4 If and when the period of such incapacity exceeds 4 weeks then this Contract shall automatically terminate unless the parties first agree otherwise in writing.

15. Communications

- 15.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by electronic mail:
(in case of communications to the Seller) to its registered office or such other address, or to the email address as shall be notified to the Buyer by the Seller; or
(in the case of the communications to the Buyer) to its registered office or such other address, or to the email address, as shall be notified to the Seller by the Buyer.
- 15.2 Communications shall be deemed to have been received:
if sent by pre-paid first class post, one Business
Day after posting; or if delivered by hand, on
the day of delivery; or
if sent by electronic mail on a Business Day prior to 18:00, at the time of transmission and otherwise on the next Business Day.
- 15.3 Communications addressed to the Buyer shall be marked for the attention of the Purchasing Manager.
- 15.4 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 principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

16. Waiver

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

17. Severance

If any provisions of these Conditions are 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.

18. Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19. Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

20. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. **Governing Law and Jurisdiction**

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