

## TERMS AND CONDITIONS OF SALE CODELOCKS LIMITED - THESE TERMS & CONDITIONS RELATE TO TRADE SALES ONLY AND NOT CONSUMER SALES

In these Terms and Conditions "the Company" means CodeLocks Limited and its subsidiary trading divisions; "the Customer" means the person, firm or company purchasing the goods and/or accepting services from the Company under the Contract between the Company and the Customer; "Contract" means the contract made between the Company and the Customer, and "goods" means the goods or services (including samples, where relevant) the subject matter of the Contract. A "Consumer" shall mean a consumer as defined by the Unfair Contract Terms Act 1977 (as amended) or Unfair Terms in Consumer Contract Regulations 1999 (as amended). The statutory rights of a Customer who is a Consumer are not affected by these Terms and Conditions.

### 1. Acceptance of Order

All orders are accepted by the Company solely on these Terms and Conditions, which override any terms and conditions stipulated, incorporated or referred to by the Customer whether in its order or any negotiations. No variation or addition to these Terms and Conditions shall be incorporated into the Contract unless such variations or additions and the Company's agreement thereto are both expressly agreed in writing. Any order placed by the Customer with any of the Company's salesmen or other employees or representatives shall be subject to acceptance by the Company.

### 2. Estimates/Quotations

(a) Any estimates given by the Company or its representatives in respect of quantities needed will be treated as such without obligation on the part of the Company and the Customer will be entirely responsible for ascertaining the quantities required.  
(b) Quotations are for the supply of goods and materials on these Terms and Conditions only.  
(c) Any quotation given by the Company is not an offer and the Company reserves the right to withdraw or amend any quotation at any time prior to the Company's acceptance of the Customer's order.  
(d) The Company shall be entitled without notice to the Customer reasonably to alter any specification, description, design, drawing, illustration and/or other particulars relating to goods and to supply the goods as so altered in performance of the Contract and shall also be entitled to substitute similar goods of equivalent type and to supply such goods in performance of the Contract.

### 3. Returns/Cancellations

(a) The Company may in its sole discretion accept or refuse the return of any goods which have been incorrectly ordered. In the event that the Company decides to accept the return of such goods acceptance shall be upon such terms as the Company may determine and in particular the Company reserves the rights to charge for the carriage and handling of such goods, being 25% (minimum £5.00) of the invoiced value of the said goods whichever is the greater.

(b) Orders for goods that are to be specially made or obtained may not be cancelled once such orders have been accepted by the Company nor will any allowance be made in respect of such goods where they are subsequently returned.

(c) Any goods returned to the Company by the Customer must be in A1 condition and in its original packaging within 30 days of notice.

### 4. Prices

(a) The price of the goods shall be the Company's quoted price which shall be binding upon the Company subject to conditions.  
(4)(b), (c) and (d) provided that the Customer shall accept the Company's quotation within 30 days. For the avoidance of doubt where no price has been quoted (or a quoted price is no longer valid) the price of the goods shall be the price listed in the Company's published price list at the time of despatch.

(b) The Company may by giving notice to the Customer at any time up to 7 days before delivery increase the price of the goods to reflect any increase in the cost to the Company which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of the Company (including without limitation foreign exchange fluctuations, taxes and duties and the cost of labour, materials and manufacturing costs) provided that the Customer may cancel this contract within 7 days of any such notice from the Company.

(c) All prices quoted are exclusive of Value Added Tax unless otherwise stated.

(d) When goods are sent by rail or carrier a charge will be made unless otherwise stated.

### 5. Accounts/Payments

(a) Credit accounts may be opened at the discretion of the Company subject to satisfactory credit references being obtained. Payment for goods supplied on credit accounts, unless otherwise stated in writing by the Company, shall become due and payable not later than the last day of the month following the month of delivery of the goods.

(b) For all other transactions, the Company shall be entitled to invoice the Customer for the price of the goods at the time of the acceptance of the order/delivery of the goods and the Customer shall pay the price of the goods at the time of the rendering of the Company's invoice, unless expressly agreed otherwise on the Company's order acknowledgement or acceptance of order.

(c) Without prejudice to the Company's rights to enforce payment, if the Customer fails to make payment as herein provided for in Conditions 5(a) and 5(b) the Company shall be entitled to charge interest on any balance outstanding from the date the same become due for payment at the annual rate of 4% above the base lending rate from time to time of NatWest Bank plc until payment is made, whether before or after any judgment. The Company reserves the right (where applicable [and in any event only in respect of Customers who are not Consumers]) to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

(d) Interest shall become due and payable pursuant to Condition 5(c) notwithstanding the fact that a portion of the account or invoice is the subject of any dispute or query.

(e) If at any time the Customer being a credit account customer alters its constitution (being a company) or (being a sole trader or partnership) becomes incorporated or amalgamated with others, the Customer shall give prior written notice to the Company of the intended change should the Customer wish to continue credit account facilities following the intended change. The Company may commence trading with the changed entity at its sole discretion and will not be deemed to do so until a written acknowledgement and acceptance is issued by the Company's credit controller, a director or the Company Secretary.

(f) If the Customer shall pay any account or any part thereof by cheque and should such a cheque be subsequently dishonoured the Company reserves the right to debit the Customer's account with the Company with any charge levied by the Company's bankers relating to the handling of such dishonoured cheque and the charge shall be immediately due and payable.

(g) Where payment is agreed to be made by instalments, any delay or default by the Customer in making payment in respect of any one instalment shall render all the remaining instalments due and payable and interest will be charged in accordance with condition 5(c) with immediate effect from such date until the date of actual payment.

### 6. Delivery/Despatch

(a) Delivery of the goods shall be made by the Customer collecting the goods at the Company's premises at any time after the Company has notified the Customer that the goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the goods to that place.

(b) Risk of damage to or loss to the goods shall pass to the Customer.

(i) In the case of goods to be delivered at the Company's premises, at the time when the Company notified the Customer that the goods are available for collection; or

(ii) In the case of goods to be delivered otherwise than at the Company's premises, on delivery or if the Customer wrongfully fails to take delivery of the goods, at the time when the Company has tendered delivery of the goods.

(c) Where the goods are delivered by or on behalf of the Company otherwise than at the Company's premises, the Company accepts no liability whatsoever for loss of or damage to goods in transit unless notified in writing of the details within seven days following despatch.

(d) The Customer will give to the Company, its servants and workmen, unrestricted access to any relevant working area at all reasonable times and shall provided the necessary labour and equipment so that the Company may complete the delivery in accordance with the Contract. Return visits as a result of the Customer's failure to take delivery of the goods for whatever reason will be on a chargeable basis.

(e) Any stated time or date for delivery is an estimate only and the Company does not bind itself to make delivery at such time or date.

Accordingly the Company shall not be liable for failure to deliver by such time or date, nor for any loss or damage arising directly or indirectly from such failure, nor shall the Customer be entitled to refuse to accept the goods because of late delivery, nor, where goods are to be delivered in instalments, shall the Company's failure to deliver any instalments by any time or date entitle the Customer to treat the contract as a whole as repudiated.

(f) If the Customer fails to take delivery of the goods or fails to give the Company adequate instruction for delivery, without prejudice to any other right or remedy available to the Company, the Company may:

(i) Store the goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

(ii) Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price stated in the Contract or charge the Customer for any shortfall below the price stated in the Contract.

(g) If, in the case of any sale involving more than one delivery, default is made in payment on the due date of any sum which is due and payable the Company shall have the right forthwith to suspend any further deliveries until payment or by notice in writing to the Customer to terminate the contract of sale in its entirety.

(h) Where delivery is agreed to be made by instalments, each instalment shall be deemed to be a separate and distinct contract, and no default by the Company in respect of any one or more instalment shall entitle the Customer to reject or withhold payment in respect of any other instalment or instalments.

### 7. Performance

(a) It shall be the responsibility of the Customer to ensure that the goods are sufficient suitable and fit for the purpose or purposes intended, and that its premises are safe and suitable for the installation use and operation of the goods and comply both before and after such installation and during such operation with all relevant legislation (including without limitation safety legislation).

(b) Where the Customer provides any item of equipment which relates to the installation and/or operation of the goods or which is ancillary to and/or for use in connection with the goods, it shall be the Customer's responsibility to ensure that the use of any such item does not adversely affect the suitability or fitness for purpose of the goods.

(c) It shall be the responsibility of the Customer to ensure that all requirements applicable to the goods, whether statutory, regulatory, municipal and/or otherwise whatsoever are duly complied with.

### 8. Liability and Risk

(a) Nothing in these terms shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation.

(b) The Company accepts liability for any breach on its part of any undertaking as to title implied by Section 12 of the Sale of Goods Act 1979 (as amended) or by Section 8 of the Supply of Goods (Implied Terms) Act 1973 (as amended).

(c) The Company does not accept liability for shortages in quantities delivered unless the Customer notifies the Company of any claim for short delivery of the goods within two days of the delivery to the Customer. In such circumstances the Company's liability shall be restricted to making good the shortage. Any delivery book or note marked "NOT EXAMINED" will not prevent the operation of these clauses nor constitute express or implied notice in writing of any potential or actual shortage.

(d) Subject to Conditions 8(a) and (d) inclusive the Company agrees to repair or replace free of charge any goods which in the reasonable opinion of the Company are defective due to manufacturing fault, but only if such default is reported to the Company in writing within seven days of delivery of the goods to the Customer, but the Company will not be responsible either for the cost of removing or the cost of re-installing any repaired or replacement goods, unless the same shall have been previously agreed in writing with a director of the Company.

(e) Subject to Conditions 8(a) to (e) inclusive, the Company shall only be liable for loss (including consequential loss or loss of profit) damage or delay or expense of any kind whatsoever and howsoever caused (including where caused by the negligence of the Company's servants or agents), save in respect of the Company's liability for death or personal injury resulting from the Company's negligence, up to a maximum amount of liability equal to the value of the goods.

## CODELOCKS LTD

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(f) Where the Company sells goods to a Customer who is not a Consumer and the Customer sells those goods directly or indirectly to a person who is such a Consumer, without prejudice to its rights under the Contract the Customer shall indemnify the Company against any liability or loss whatsoever arising directly or indirectly pursuant to the Consumer Protection Act 1987.

### 9. Misrepresentation

(a) The Company shall not be liable in respect of any misrepresentation made by the Company its servants or agents to the Customer its servants or agents as to the condition of the goods their fitness for any purpose or as to quantity or measurements unless the representation is:

(i) Made or confirmed in writing by the Company and/or

(ii) Fraudulent

(iii) Without prejudice to Clause 9(a), whilst the Company takes every precaution in the preparation of its catalogues technical circular price lists and other literature, these documents are for the Customer's general guidance only and statements made therein (in the absence of fraud on the part of the Company) shall not constitute representations by the Company and the Company shall not be bound by them.

### 10. Ownership

(a) Notwithstanding that risk in the goods may have passed in accordance with these Conditions, ownership of the goods shall not pass to the Customer until the earliest of the following events occurs:

(i) The Customer receives payment for all amounts payable to it under these Conditions and for all monies outstanding from the Customer to the Company in respect of other goods provided by the Company;

(ii) The Customer sells the goods in the ordinary course of business in which case ownership of the goods will pass to the Customer immediately before title in the goods is needed to pass to the Customer's buyer;

(iii) The Company transfers ownership in respect of specified goods by separate written agreement with the Customer.

(b) Before ownership has passed the Customer holds the goods as mere bailee and the Company reserves the right to repossess any of the goods in respect of which payment is outstanding and thereafter to resell the same and for this purpose the Customer hereby grants an irrevocable right and licence to the Company's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in Condition 13 or otherwise and is without prejudice to any accrued rights to of the Company there under.

(c) The Customer's licence to sell in Condition 10(ii) is immediately revoked where the Customer becomes insolvent (as defined in Condition 14).

### 11. Sizes and Weights etc.

(a) All sizes stated herein are subject to dimensional tolerances.

### 12. Pallets and Packaging

(a) A charge may be made by the Company at its discretion for packaging in order to cover the cost of labour and materials.

(b) Crates and cases may be charged for but charges will be credited in full when returnable empties are returned to the Company carriage paid and in good condition and capable of reuse within twenty eight days of delivery to the Customer.

(c) Pallets may be charged for but charges will be credited in full if returned to the Company carriage paid in good condition and capable of reuse within twenty eight days of delivery to the customer.

### 13. Force Majeure

The Company shall be under no liability for any loss (including consequential loss or loss of profit) damage or delay or expenses of any kind whatsoever caused wholly or in part by Act of God, outbreak of war, civil commotion, government policies or restrictions or control including restrictions on export or import or other licences, trade or industrial disputes of whatever nature, whether or not such dispute involves the Company, its servants or agents, or by any other contingency whatsoever which is beyond the control of the Company.

### 14. Default

(a) If the Customer becomes insolvent or commits any breach of the contract the Company may stop any goods in transit and/or suspend further deliveries and by notice in writing to the Customer may forthwith determine the Contract without prejudice to the provisions of Condition 10(b) and to any existing claim.

(b) For the purposes of Condition 14(a) "insolvent" shall mean the Customer becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, the levying of the threat of execution or distress on any property of the Customer, the appointment of a receiver or administrative receiver over all or any part of the Customer's property, a proposal for a voluntary arrangement or compromise between the Customer and its creditors whether pursuant to the Insolvency Act 1986 or otherwise, the passing of a resolution of voluntary winding-up or summoning a meeting to pass such a resolution other than for the purposes of a bona fide amalgamation or reconstruction, the presentation of a petition for the winding-up of the Customer or an administration order in relation to the Customer, the Customer ceasing or threatening to cease to carry on its business.

### 15. Patent and Trade Marks

(a) No representation is made or warranty given that any goods supplied do not infringe any letters patent, trademarks, registered designs, or similar industrial or intellectual property rights.

(b) The Customer will unconditionally fully and effectively indemnify the Company against all losses damages costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patents copyright design trademark or any other industrial or intellectual property rights of any other person.

### 16. Notices

Any notice under or in connection with the Contract shall be in permanent readable form and shall be deemed properly delivered if addressed to the party concerned as its principal place of business or last known address and sent by first class pre-paid post. Such notice shall be deemed to be delivered 48 hours after posting.

### 17. Disputes and Set-Off

Any liability of the Company under the Contract shall be subject to and conditional upon the due performance and observance by the Customer of all its obligations under these Conditions and the Customer shall not be entitled to withhold or delay payment or exercise any rights of set-off whatsoever and howsoever arising which might otherwise be available to it.

### 18. Waiver

No failure or delay on the part of the Company to exercise any of its rights under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by the Company of any breach by the Customer of any of its obligations under this Contract shall not affect the rights of the Company in the event of any further or additional breach or breaches.

### 19. Severability

Each and every obligation contained in these Terms and Conditions shall be treated as a separate obligation and if any provision of these Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining Terms and Conditions and the remainder of such provision shall continue in full force and effect.

### 20. Headings

The Clause headings in these Terms and Conditions are for convenience only and shall not in any way affect the interpretation of the Contract.

### 21. Governing Law

The Contract shall in all respects be governed by and construed in accordance with English Law.

### 22. Credit Search

The Company may make a search with a Credit Reference Agency, which will keep a record of that search and may share that information with other businesses. In some instances the Company may also make a search on the personal credit file of principal directors of the Customer. Should it become necessary to review an account then again, a credit reference may be sought and a record kept. The Customer acknowledges that the Company may monitor and record information relating to the trade performance of the Customer and such records will be available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention.

### 23. Assignment

(a) The Customer shall not be entitled to assign the Contract without the prior written consent of the Company.

(b) The Company may assign the Contract or any part of it to any person, firm or company.

### 24. No Rights to Third Parties

The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

### 25. Guarantee of Credit Account

(a) The unconditional and irrevocable guarantee for payment of all the financial obligations of the Customer to the Company granted by the director(s)

(b) of the Customer in consideration of the Company opening and making available to the Customer a credit account ("the Guarantee") shall be a continuing security and shall not be discharged by any intermediate settlement of the credit account.

(c) The Guarantee shall ensure for the benefit of the Company, its successors and assigns and can be assigned in whole or in part by the Company without notice to the Customer to its parent company, its ultimate parent company and any subsidiary of such ultimate parent company of the Company. (c) Where two or more directors of the Customer have granted the Guarantee the obligations shall take effect as joint and several obligations and the Guarantee shall not be revoked or impaired as to any of the guarantors by the death, incapacity or insolvency of the other.

(d) The Company may at its sole discretion release or discharge any of the guarantors from their obligations under the Guarantee or accept any composition from or make any other arrangements with any of the guarantors without releasing or discharging the other(s) or without prejudicing or affecting the Company's rights and remedies against the other.



Codelocks Ltd is a limited company registered in England and Wales.

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