



INSPIRED SECURITY

**Insafe International Limited**

Sales & Service: 01892 533 000 ■ Email: info@insafe.co.uk

Insafe House Decimus Park Kingstanding Way Tunbridge Wells TN2 3GP

**INSAFE.COM ■ CHUBBSAFES.CO.UK**

## TERMS & CONDITIONS OF SALE

### 1 VARIATION OF TERMS AND CONDITIONS

All quotations are made and all orders accepted only on the following terms and conditions unless confirmed in writing by Insafe International Limited.

### 2 THE SUPPLIER

The supplier is Insafe International Limited, to whom payments should be made. Hereafter referred to as 'Insafe'.

### 3 THE BUYER

The buyer is the name shown on the order/quotation. The buyer is responsible to Insafe for payment.

### 4 ORDER

All orders placed are subject to acceptance by Insafe. Where part or full payment is required, monies must be received and cleared through the bank before a contract is established.

### 5 CANCELLATION PRIOR TO DELIVERY

Cancellation requires prior written consent of Insafe. A cancellation fee will be required of 10% plus any unrecoverable costs. There are no refunds on 'Specials' (ie. bespoke designed products, non-standard products, etc).

### 6 TIMED DELIVERY

We will do our best to make a delivery to you on a specified morning or afternoon but times cannot be guaranteed.

### 7 RETURNS

Insafe must be notified of goods which are to be returned as soon as reasonably practical. Returns shall only be accepted at Insafe's discretion and a handling charge of 20% of the price shall be levied against any returns except where Insafe has dispatched the goods incorrectly. The goods must be returned to Insafe in the same condition as they were dispatched. The buyer shall be responsible for all carriage charges relating to the returning product and any replacement. There are no refunds on 'Specials' (ie. bespoke designed products, non-standard products, etc).

### 8 PRICE

Price is as specified in the quotation and/or confirmation of order; whichever is the later date. Unless otherwise specified, price does not include carriage.

### 9 DELIVERY ARRANGEMENTS

Where deliveries or site work is involved all prices quoted and acknowledged are on the basis of free access and unimpeded working, during normal working hours, unless otherwise agreed in writing. Additional works found necessary at the time of installation/service will be agreed with the buyer and charged for.

### 10 DESCRIPTION OF GOODS AND SERVICES

- Company policy is one of constant improvement and it therefore reserves the right to alter any part of the specification of products and services without notice or obligation.
- All descriptive specification and drawings, particulars and dimensions forwarding specifications issued by Insafe are approximate only. Copyright in all such specifications and drawings are reserved and remain the property of Insafe.

### 11 EXCLUSIONS

Unless specifically stated in the quotation, redecoration and making good of decorations/paint work etc. disturbed during installation of equipment are excluded.

### 12 INVOICE QUERIES

Invoices must be queried within the first 7 days of the date on the invoice. If no query is submitted within this time frame, it will be taken as acceptance of the invoice.

### 13 DAMAGE IN TRANSIT

Damage, loss or shortage in transit must be notified to the haulage contractor and Insafe in writing at the earliest practical opportunity and in any case within 3 working days of receipt of goods. In the event of non-delivery of any goods, this must be reported in writing to Insafe at the earliest practical opportunity and in any case within 7 working days of receipt of the invoice, quoting the invoice number and all relevant details. Insafe accept no responsibility whatsoever for loss, damage, shortage or non-delivery unless the above is carried out.

### 14 DESPATCH AND TRANSIT

Times quoted for delivery and/or despatch are to be treated as estimates only and are not the essence of the contract and Insafe shall not be liable in any manner whatsoever for failure to deliver and/or despatch within the stated time.

### 15 PASSING OF OWNERSHIP OR PROPERTY

Unless agreed in writing, the title in all equipment whether installed or not shall remain with the supplier until the whole purchase price has been paid. None withstanding the retention of ownership by Insafe risk passed to the buyer is responsible for the safe keeping of the goods and will indemnify Insafe against loss by fire, theft or any other cause, until the goods have been paid for.

### 16 FORCE MAJEURE

Insafe shall not be liable for delay or non-delivery due to acts of God, lock-outs, labour disturbances, stoppage or other action by employees or third parties; in contemplation or furtherance of any dispute; or owing to any inability to procure products required for completing the contract; or for riots, malicious damage, civil commotion, trade disputes, government action, fire, floods, drought, break down of machinery, war or any other cause beyond Insafe's control.

### 17 CONSEQUENTIAL LOSS

Insafe cannot be held liable for any consequential losses, damages, costs or expenses or other claims experienced by the buyer/customer due to equipment failure; late or non-delivery of goods or services; Insafe's negligence or that of its employees, agents and associates or any connection which may arise with the supply of goods or services.

### 18 WARRANTY

Goods and services supplied by Insafe are supplied with the following warranty:

- Upon receipt by Insafe of notice in writing on any alleged defect within 12 months from the date of delivery of goods, the company will replace or repair free of charge any item of the equipment requiring repair or replacement by reasons of defective material or workmanship.
- The warranty shall not apply to:
  - Any part damaged by fair wear and tear, neglect, maltreatment, improper use or storage.
  - Any item that has been altered, repaired or serviced during the warranty period other than by Insafe.

### 19 PREVAILING LAWS

Any contracts through the acceptance of these terms and conditions shall be governed by the Laws of England.

### 20 TERMS OF PAYMENT

Payment is due prior to order and attendance by either credit card, cheque or BACs. Where a credit account is held all Goods and Services supplied shall be paid within 30 days from the date they are invoiced. All monies become due if any in default.

**Chubbsafes**

Sole UK Distributor

CERTIFIED **GUNNEBO**® SERVICE PARTNER



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## STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

### 1 DEFINITIONS

1.1 In these Conditions the following words shall have the following meanings, unless the context requires otherwise:

**Buyer** means Insafe International Ltd (Company Number: 1861412), a company registered in England and Wales whose registered office is at 4th Floor, Westcombe House, 2-4 Mount Ephraim, Tunbridge Wells, Kent TN4 8AS;

**Conditions** mean these Standard Terms and Conditions for the Purchase of Goods and/or Services;

**Confidential Information** means any and all information provided by the Buyer to the Supplier under the Contract that is either (i) marked as being confidential (or in the case of verbal discussions is later confirmed in writing to be confidential) or (ii) information (however communicated) that is of a type that the Supplier could reasonably have been expected to know that the information was confidential;

**Contract** means any contract between the Buyer and the Supplier for the purchase of Goods and/or Services, comprising these Conditions, the Order and any documents attached to it;

**Control** means the ability of a person to direct the affairs of another whether by virtue of the ownership of shares, contracts or otherwise;

**Delivery Address** means such site to which the Goods are to be delivered and/or at which the Services are to be provided, as is specified in the Order or otherwise notified by the Buyer to the Supplier;

**Delivery Date** means the date(s) specified in the Order (or otherwise notified by the Buyer to the Supplier) on which the Goods are to be delivered and/or Services are to be performed under the Contract;

**Good Industry Practice** means that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled experienced and reputable provider of goods and/or services which are the same as or similar to the Goods and/or Services required under the Contract under the same or similar circumstances, using the best techniques and practices for any given process, seeking in good faith to comply with its contractual obligations, and complying with all applicable laws;

**Goods** mean any goods to be supplied to the Buyer by the Supplier in accordance with the Order (including any part or parts of them);

**Intellectual Property Rights** means any and all intellectual property rights protected under the law anywhere in the world; including without limitation, patents, designs, copyright, trademarks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether **now known or future**;

**Laws** means all statutory requirements and regulations, regulatory policies, adopted standards, guidelines or industry codes (whether legally binding or not) applicable in any jurisdiction, all international and intergovernmental agreements and conventions, and all import/export licences, clearances, permission or other consents necessary in any jurisdiction in relation to the supply of the Goods and/or the Services;

**Loss** means any and all loss, damage, penalties, costs and expenses (including without limitation legal expenses and disbursements) arising from any and all liabilities, obligations, awards, actions, claims and/or proceedings whatsoever and howsoever caused or arising;

**Order** means any order made by the Buyer for Goods and/or Services from the Supplier, incorporating these Conditions;

**Quotation** means the price offered by the Supplier to the Buyer for the supply of Goods and/or Services;

**Services** mean any services to be provided by the Supplier to the Buyer in accordance with the Order;

**Supplier** means the person(s), firm or company who supplies Goods and/or Services to the Buyer;

**Supplier Personnel** means any employee, officer, agent, representative and/or sub contractor engaged by the Supplier to provide the Services; and

**Working Day** means a day Monday to Friday which the Buyer is ordinarily open for business excluding any English bank holidays and statutory holidays.

1.2 In these Conditions, unless a contrary intention appears:

1.2.1 References to the masculine include the feminine and to the singular include the plural, and vice versa as the context admits or requires.

1.2.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.2.3 Headings are for ease of reference only and shall not affect the interpretation or construction of these Conditions.

1.2.4 Any lists or examples following the word "including" shall be interpreted without limitation to the generality of the preceding words.

1.2.5 References to Clauses are, unless otherwise provided, references to Clauses of these Conditions.

1.2.6 Where there is any inconsistency between terms set out in the Order and the terms of these Conditions, the terms set out in the Order shall prevail to the extent of the inconsistency.

1.2.7 References to "writing" or "written" shall include facsimile and email.

### 2 APPLICATION OF CONDITIONS

2.1 These Conditions shall apply to all Contracts for the purchase of Goods and/or Services from the Supplier pursuant to each Order placed by the Buyer and are the only Conditions upon which the Buyer is prepared to deal with the Supplier.

2.2 No changes or variations to these Conditions or any Order shall be effective unless expressly agreed in writing and signed by a duly authorised officer for and on behalf of the Buyer.

2.3 The Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any Quotation, acknowledgement or acceptance of the Order, specification or similar document).

### 3 FORMATION OF CONTRACT

3.1 The Buyer will contact the Supplier (either verbally or in writing) to request a Quotation for the purchase of Goods and/or Services and the Supplier will supply the Buyer with a Quotation for the Goods and/or Services.

3.2 Each Quotation provided by the Supplier shall be deemed to be an offer by the Supplier to the Buyer to supply the Goods and/or Services on these Conditions.

3.3 No Quotation provided by the Supplier shall be deemed to be accepted by the Buyer until the Buyer places an Order with the Supplier.



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## T&C'S FOR THE PURCHASE OF GOODS AND/OR SERVICES continued...

- 3.4 When the Buyer places an Order by fax, post or by email, the placing of the Order by the Buyer shall be deemed to be acceptance by the Buyer for the provision of Goods and/or Services by the Supplier on these Conditions.
- 3.5 Where the Buyer places an Order by telephone, the Buyer will send a copy of the Order to the Supplier by fax, email or post within five (5) Working Days of placing the Order. The Contract shall be deemed to be made on receipt of the written Order from the Buyer.

### 4 PRICE

- 4.1 Unless otherwise agreed by the Buyer in writing:
- 4.1.1 the price and any additional expenses for the Goods and/or Services shall be as specified in the Order and will be exclusive of value added tax, but inclusive of any such other applicable duties, taxes and levies;
- 4.1.2 the price is inclusive of all storage, packing and packaging, delivery, insurance, loading and unloading, stacking, installation and commissioning (as applicable)
- 4.1.3 once an Order has been submitted by the Buyer the price for the Goods and/or Services shall be fixed, and no variation of the price or extra charges shall be accepted by the Buyer unless the same was expressly agreed between the parties in writing prior to delivery and/or performance.
- 4.2 The Buyer shall not be responsible for any expenses, charges or price other than those set out in the Order, unless otherwise agreed in writing prior to delivery and/or performance.

### 5 PAYMENT

- 5.1 The Supplier will submit invoices on completion of delivery of all the Goods and/or performance of all the Services. Where the Contract is for both Goods and Services the Supplier will invoice the Buyer on the later of delivery of the Goods or completion of the Services. Where the supplier delivers the Goods or performs the services in instalments the Supplier will invoice the Buyer on completion of the final instalment.
- 5.2 All invoices submitted for payment by the Buyer must clearly state the purchase order number as provided by the Buyer. The Buyer shall have the right to withhold payment of any invoices that do not specify a purchase order number and shall not be liable for delays in payment caused by the Supplier's failure to specify a purchase order number.
- 5.3 Unless agreed otherwise in writing, the Buyer shall pay for the Goods and/or Services within ninety (90) days of the end of the month during which the invoice was received. Time for payment shall not be of the essence for the purposes of the Contract.
- 5.4 Without prejudice to any other right or remedy, the Buyer shall have the right to withhold or deduct by way of set off or otherwise any monies due to the Buyer from the Supplier or for the Supplier's breach of any Contract against any monies owing at any time to the Supplier.
- 5.5 If there is any invoice which is in dispute (whether in whole or part), the Buyer shall be entitled to withhold payment of the relevant invoice in full. The parties shall enter into good faith discussions to resolve such dispute.
- 5.6 If the Buyer fails to make payment to the Supplier of any sums owed, the Supplier may charge interest to the Buyer on such sums at a rate of 2% (two per cent) above the base lending rate from time to time of Lloyds TSB per annum until such payment has been made. Interest shall not be payable on any unpaid sums under Clauses 5.2, 5.4 and 5.5 above.
- 5.7 Payment of the price for the Goods and/or Services shall not constitute acceptance by the Buyer of the Goods and/or Services.
- 5.8 The Supplier is not entitled to suspend deliveries of the Goods and/or provision of the Services as a result of any sums being outstanding.

### 6 DELIVERY AND/OR PERFORMANCE

- 6.1 The supply of the Goods and/or Services shall take place at the Delivery Address. Time shall be of the essence with regard to the Delivery Date.
- 6.2 Unless otherwise agreed in writing, deliveries of Goods shall only be accepted by the Buyer during normal business hours.
- 6.3 All Goods supplied shall be properly packaged and secured in such a manner as to reach the Delivery Address in a good condition.
- 6.4 With respect to supply of the Goods, unless otherwise agreed in writing the Supplier shall be responsible for the cost of carriage and insurance during transit and unloading, necessary official authorisation or documents, export and import licences and duties, and any applicable taxes and levies relating to delivery of the Goods.
- 6.5 The Supplier shall ensure that each delivery is accompanied by a delivery note detailing the purchase order number, date of Order, the number of packages and their contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 6.6 If the Goods are delivered before the Delivery Date, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge the Supplier for the insurance and storage of the Goods until the Delivery Date.
- 6.7 Upon delivery the Goods must be signed for by a representative of the Buyer, whose signature is evidence of the number of packages received only and is not evidence of the correct quantity of Goods received or that the Goods are in a good condition or of the correct quality.
- 6.8 Any acknowledgement signed by the Buyer that performance of the Services has been completed shall be without prejudice to the Buyer's rights under Clause 8 of these Conditions.
- 6.9 The Supplier shall inform the Buyer at the earliest opportunity of any anticipated delays in the delivery and/or performance of the Goods and/or Services under any Contract.

### 7 RISK AND TITLE

- 7.1 The Goods will be and shall remain at the Supplier's risk until such time as they are delivered to and have been accepted by the Buyer and are found to be in accordance with the requirements of the Contract. The Supplier shall at all times maintain a contract of insurance over the Goods with an insurance company of good repute and shall, on request from the Buyer, assign to the Buyer the benefits of such insurance.
- 7.2 Title in the Goods will pass to the Buyer on the earlier of:
- 7.2.1 delivery of the Goods, but without prejudice to the Buyer's right of rejection under these Conditions;
- 7.2.2 at the time of any advance or staged payment made by the Buyer, in which case the Supplier shall immediately and clearly label the Goods with the Buyer's name, purchase order number and Delivery Address so as to enable them to be easily identified as the Buyer's property.

### 8 INSPECTION

- 8.1 The Buyer shall not be deemed to have accepted the Goods and/or Services until it has had a reasonable period to inspect them following delivery and/or performance. The Buyer shall also have the right to reject the Goods and/or Services as if they had not been accepted within a reasonable period after any latent defect in the Goods and/or Services has become apparent.
- 8.2 Where damaged Goods are delivered to the Buyer, the Buyer shall notify the Supplier within a reasonable time from the Delivery Date. The Buyer may reject the damaged Goods and the following provisions shall apply:
- 8.2.1 the Supplier shall collect the damaged Goods from the Buyer at the Supplier's expense;



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**T&C'S FOR THE PURCHASE OF GOODS AND/OR SERVICES continued...**

- 8.2.2 during the period between delivery of the Goods to the Buyer and collection by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the damaged Goods;
- 8.2.3 all sums payable by the Buyer in relation to the damaged Goods shall cease to become payable;
- 8.2.4 all sums paid by the Buyer in relation to the damaged Goods shall be repaid by the Supplier immediately;
- 8.3 Where there are shortages in the volume of Goods supplied the Buyer shall notify the Supplier and the following provisions shall apply:
- 8.3.1 all sums payable by the Buyer in relation to the missing Goods shall cease to become payable;
- 8.3.2 all sums paid by the Buyer in relation to the missing Goods shall be repaid by the Supplier immediately;
- 8.3.3 the Buyer shall be entitled to claim damages from the Supplier for any Loss caused to the Buyer as a result of the shortages.
- 8.4 As the Buyer's sole option (and without prejudice to any and all other remedies and rights available to the Buyer with respect to the Contract), the Supplier shall at the Supplier's expense immediately repair or replace damaged Goods or supply Goods which are missing, or the Buyer shall be entitled to cancel, without notice, the whole or any unexecuted part of the Contract and the rights referred to in Clause 11.5 shall apply.
- 8.5 Goods which are repaired or replaced shall be subject to these Conditions in the same manner as those originally delivered under the Contract. If the Supplier refuses to repair or replace the Goods within five (5) Working Days of the Buyer notifying the Supplier in writing, the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair or replace any Goods itself and the Supplier shall immediately reimburse the Buyer for any costs or expenses incurred.
- 8.6 Where there is an excess of Goods in relation to the Order the Buyer may reject the excess Goods by notice in writing to the Supplier and the following provisions shall apply:
- 8.6.1 the Supplier shall collect the excess Goods from the Buyer at the suppliers expense;
- 8.6.2 during the period between delivery of the Goods and collection by the Supplier, the Buyer shall not be liable for any loss or damage caused to the excess Goods;
- 8.6.3 no sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Buyer immediately.
- 8.7 The Buyer may, but is not obliged to, accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by the Buyer. For the avoidance of doubt acceptance of any excess Goods by the Buyer shall not set any precedent and shall not affect the Buyer's rights under Clause 8.6 under any other Contract.
- 8.8 Where the Supplier has not provided the Services (or any part thereof) in accordance with the terms of this Agreement the Buyer may, at its sole option (without prejudice to any and all other remedies and rights available to the Buyer with respect to the Contract):
- 8.8.1 require the Supplier promptly to re-perform the defective Services without additional charge to the Buyer; or
- 8.8.2 assess the cost of remedying the defective Services and deduct such cost from any price due to the Supplier; or
- 8.8.3 engage another person or organisation to carry out the defective Services, in whole or in part, and all additional expenditure properly incurred by the Buyer in having such defective Services carried out by a third party shall be recoverable by the Buyer from the original Supplier.
- 9 SUPPLIER'S OBLIGATIONS**
- 9.1 The Supplier shall, and shall procure that the Supplier Personnel shall, take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions in the course of performing the Supplier's obligations under the Contract.
- 9.2 The Supplier agrees to indemnify and to keep indemnified the Buyer against any and all Loss incurred by or which arises out of or in connection with the Supplier's breach of Clause 9.1.
- 9.3 The Supplier undertakes to permit the Buyer, or the Buyer's representative, to inspect and test the Goods at the Supplier's premises during the course of manufacture and when complete. No such inspection or test will relieve the Supplier of its obligations as set out in the Contract or at law.
- 10 SUPPLIER'S WARRANTIES**
- 10.1 The Supplier warrants, represents and undertakes that all Goods supplied to the Buyer under any Contract shall:
- 10.1.1 conform in all respects with the Order and (if applicable) any specification and/or any samples provided;
- 10.1.2 be of the highest quality of design, materials and workmanship and free from all defects;
- 10.1.3 be fit for the purpose for which they are purchased and any purpose represented by the Supplier;
- 10.1.4 comply with the metrics specified in the Order (including, without limitation, being of the volume, weight, length or other dimensions specified);
- 10.1.5 not in any way infringe the Intellectual Property Rights, Confidential Information, or contractual, employment, property or other rights of any third parties; and
- 10.1.6 conform with all Laws relating to the Goods.
- 10.2 The Supplier warrants, represents and undertakes that all Services provided to the Buyer under any Contract shall:
- 10.2.1 conform in all respects with the Order and (if applicable) any specification and/or any samples provided;
- 10.2.2 be performed with all due skill and care, in a good and workmanlike manner and in accordance with Good Industry Practice;
- 10.2.3 be performed by Supplier Personnel who have the qualifications, professional competence and experience to carry out the Services in accordance with Good Industry Practice, and are appropriately supervised during the provision of the Services;
- 10.2.4 not in any way infringe or violate any Intellectual Property Rights, Confidential Information, or contractual, employment, property or other rights of any third parties; and
- 10.2.5 conform with all Laws relating to the services
- 10.3 The Supplier warrants, represents and undertakes that:
- 10.3.1 it has full capacity and authority to enter into the Contract and that it has (or will obtain prior to commencement of supply) any necessary licences, consents and permits required of it for the supply of the Goods and/or performance of the Services; and
- 10.3.2 it has the necessary expertise to comply with the Contract and confirms the accuracy of all statements and representations made in respect of the Goods and/or Services prior to and during the Contract.
- 10.4 The Buyer's rights under these Conditions are in addition to any and all conditions, warranties and terms implied by law, custom, statute or otherwise.



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### 11 LIABILITY

- 11.1 Nothing in these Conditions excludes or limits either party's liability for death or personal injury caused by its negligence, any liability for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.
- 11.2 The Supplier agrees to indemnify the Buyer in full against the following:
- 11.2.1 any and all Loss which the Buyer may incur from the Supplier's breach of any of its obligations under the Contract;
- 11.2.2 any and all claims made against the Buyer arising out of the acts and/or omissions of the Supplier and/or the Supplier Personnel.
- 11.2.3 any and all third party claims for infringement of Intellectual Property Right in the Goods and/or Services supplied by the Supplier.
- 11.2.4 the Supplier shall be responsible for paying the Supplier Personnel and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the Services. The Supplier agrees to indemnify and to keep the Buyer indemnified in respect of any claims that may be made against the Buyer by HM Revenue and Customs and any other relevant authorities in respect of tax demands or National Insurance or similar contributions relating to the provision of the Services by the Supplier.
- 11.3 The Supplier shall, and shall procure that the Supplier Personnel shall, comply with all applicable statutes, rules and regulations in providing the Services, and the Supplier shall indemnify and keep indemnified and hold harmless the Buyer against any Loss arising out of any failure to do so.
- 11.4 Where the Buyer cancels the whole or part of a Contract in accordance with Clause 8.4:
- 11.4.1 all sums payable by the Buyer in relation to the whole or part of the Contract cancelled shall cease to become payable; and
- 11.4.2 all sums paid by the Buyer in relation to the whole or part of the Contract cancelled shall be repaid by the Supplier immediately.
- 11.5 The Buyer shall be entitled to recover any and all Loss (including loss of profit) caused as a result of the Supplier's failure to deliver the Goods and/or perform the Services or as a result of the cancellation of the whole or part of the Contract.

### 12 INSURANCE

- 12.1 The Supplier shall obtain and maintain in force during the Contract adequate and suitable insurance with a reputable insurance company to cover its liabilities under the Contract (including product liability insurance, professional indemnity insurance in relation to the Services, public liability insurance and employer's liability insurance cover) and shall supply to the Buyer on its reasonable request, certificates to prove that the Supplier has appropriate and valid insurance. The Supplier shall be liable under all provisions of these Conditions and the Contract whether or not it complies with this Clause 12.

### 13 TERMINATION

- 13.1 The Buyer may terminate the Contract for any reason by providing seven (7) days' prior written notice to the Supplier.
- 13.2 The Buyer may terminate the Contract with immediate effect from the date of service of written notice to the Supplier if:
- 13.2.1 the Supplier (or the Supplier Personnel) commits a material and/or persistent breach of any of their obligations under the Contract and (if the breach is capable of remedy) the Supplier fails to remedy it within

the time reasonably permitted as stated in any notice in writing provided by the Buyer;

- 13.2.2 the Supplier (or the Supplier Personnel) commits any act which brings or is likely to bring the Buyer into disrepute or which damages or is likely to damage its interests;
- 13.2.3 the Supplier undergoes a change of Control;
- 13.2.4 the Supplier suspends, or threatens to suspend, payment of its debts or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
- 13.2.5 the Supplier is, or is reasonably considered by the Buyer to be, unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986 (on the basis that the words "it is proved to the satisfaction of the court that" are deemed omitted from sections 123(1)(e) and 123(2) of that Act);
- 13.2.6 the Supplier makes, or proposes to make, any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
- 13.2.7 the Supplier is, or proposes to become, the subject of a bankruptcy or winding up petition or order, or a notice of intention to appoint an administrator is given or an administrator or receiver is appointed in respect of the Supplier;
- 13.2.8 the Supplier suffers actions analogous to those described in Clauses 13.2.4 to 13.2.7 in any jurisdiction.
- 13.2.9 the Buyer, acting reasonably, has serious doubts as to the Supplier's solvency;
- 13.2.10 any distraint is levied against the Supplier or its property by any third party and is not discharged within a reasonable period of time; or
- 13.2.11 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 13.3 On termination of the Contract for any reason the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

### 14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 All Intellectual Property Rights produced from or arising as a result of the performance of the Contract are hereby assigned by the Supplier to the Buyer and shall become the absolute property of the Buyer. The Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments or the making of agreements with third parties.
- 14.2 The Buyer shall retain ownership in any Intellectual Property Rights in any specification for Goods and/or Services which the Supplier is supplying in accordance with the Buyer's specification. The Supplier agrees not to use any Intellectual Property Rights belonging to the Buyer without the Buyer's express prior written consent.

### 15 CONFIDENTIALITY

- 15.1 The Supplier shall, and shall procure that the Supplier Personnel shall, keep secret and not disclose any Confidential Information in relation to the Buyer except information which is already in the public domain other than as a result of a breach by the Supplier of this Clause 15.
- 15.2 This Clause 15 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.



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**16 ASSIGNMENT**

- 16.1 The Supplier shall not be entitled to assign, transfer, sub-contract or dispose of its rights or obligations under the Contract without the Buyer's prior written consent.
- 16.2 The Buyer may assign the Contract or any part of it to any person, firm or company.

**17 FORCE MAJEURE**

- 17.1 The Buyer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

**18 GENERAL**

- 18.1 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.2 The Contract (incorporating these Conditions and the Order and any documents attached to it) contains the entire agreement between the parties in respect of the supply of Goods and/or Services to the Buyer by the Supplier. The Contract replaces any previous agreement or understanding between the parties.
- 18.3 The Supplier expressly acknowledges and agrees that in entering into the Contract it is not relying on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
- 18.4 Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer whether under the Contract or not.
- 18.5 If any provision of the Contract 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 provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 18.6 Any waiver by the Buyer of any breach or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 18.7 The Supplier is engaged as an independent contractor. Nothing in the Contract shall be construed as establishing or implying any agency, partnership or corporate relationship or relationship of employee and employer between the parties, or to authorise either party to act as the agent of the other, and neither party shall have the authority to act in the name of or otherwise to bind the other in any way (including to making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.8 Any notice to be given under the Contract by either party to the other may be served by facsimile, personal service or by post to the address of the other party given in the Order.
- 18.9 Any such notice shall be deemed to have been served:
  - 18.9.1 if delivered by hand, at the time of delivery; or
  - 18.9.2 if posted, at the expiration of forty eight (48) hours after the envelope containing the same shall have been put in the post; or
  - 18.9.3 if sent by facsimile transmission to the recipient's current head office number, upon the sender's receipt of a confirmed transmission report for the transmission regarding the date time and transmission of all pages provided that a copy of the facsimile transmission is sent by first class recorded delivery post to the registered office of the party to be served with such notice on the same day,
  - 18.9.4 provided that such service occurs within normal working hours of the receiving party, otherwise such notice shall be deemed to have been served on the next Working Day.
- 18.10 The Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.



CERTIFIED **GUNNEBO**® SERVICE PARTNER