

# Terms and Conditions of Supply

Orders are only accepted subject to the Trading Conditions of Security Buying Group Ltd (hereinafter called the "Supplier"). Purchasers of Supplier goods will, on accepting delivery, be deemed to have agreed that any printed conditions on their order or other documents shall only be binding where they are not at variance with these terms and conditions. Any buyer who objects to these terms below must, prior to delivery of goods, inform the Supplier of the objections in writing whereupon the order shall be deemed to be cancelled unless any proposed variation is accepted in writing by a Director of the Supplier.

**1. PRICES.** Prices charged for orders will, unless otherwise specified, be those ruling at the date of acceptance of that order. Quantity rates may apply once to each individual order and each delivery. Orders and deliveries may not be aggregated to obtain quantity rates. Prices quoted are exclusive of Value Added Tax. All prices quoted and charged are subject to payment being made within these terms. In the event of payment being overdue by 30 days or more then such prices are liable to re-calculation at the Supplier's pricing ruled in its price list current at the end of 30 days.

**2. ORDERS.** All orders shall be subject to the Purchaser being credit worthy, as determined by the Supplier. An order is only formerly accepted by the Supplier when a delivery date for the order is confirmed and communicated to the Purchaser. From time to time, upon request by the Supplier, the Purchaser shall furnish the Supplier with such financial information requested by the Supplier as will enable the Supplier to evaluate the Purchaser's financial status.

**3. SHIPMENT.** Shipment will only be made by the method of the Supplier's choice, unless otherwise agreed. Shipment will be made to any one of the Purchaser's permanent addresses. Every effort will be made to effect delivery on the delivery date communicated, or to any programme of dates agreed. However, no guarantee of delivery dates can be given and time of delivery is not of the essence of the contract. Failure to deliver on the communicated date shall not invalidate the contract or any remaining or outstanding deliveries.

**4. PAYMENT.** All monies are due to be paid not later than 30 days from the end of the month following the date of invoice, unless otherwise agreed in writing. Payments shall become immediately due upon commencement of any proceedings or any commission of any act in which the Purchaser's insolvency is involved.

**5. TITLE TO GOODS.** Until the Supplier has been paid in full for goods comprised in the order or in any other sales contract between the Supplier and the Purchaser or until title to goods is in terms relinquished to the Purchaser by the Supplier by writing under the personal hand of a / the Director of the Supplier;

- The goods comprised in the order remain the Supplier's property and the Supplier reserves the right to dispose of the goods as the Supplier sees fit.
- The Supplier may repossess (and for this purpose follow or trace) the goods at any time from the Purchaser, if in his possession, if the Supplier considers the amount outstanding is in excess of the credit limit and overdue for payment. The Supplier, its servants and agents may enter the Purchaser's premises where the Supplier has reason to believe any of the goods are situated.
- The Purchaser as bailee undertakes to keep the goods safe and in good order and condition and clearly identified as the Supplier's property.
- Should the Purchaser have passed the goods or any part of them to a third party (or have incorporated them in work for a third party) this will be deemed to have been done as the Supplier's agent only and any sums received by the Purchaser in respect of such goods or such work shall be held in trust for the supplier until all sums due to the Supplier are discharged.
- Upon commission of any act of bankruptcy by an individual Purchaser the immediate repossession of the goods shall forthwith, automatically, revert to the Supplier.
- All costs (including legal fees) occasioned in the recovery of goods shall be paid by the Purchaser.

**6. WARRANTY.** A warranty applies only to the Purchaser from the Supplier and where the goods are covered by a warranty. The warranty period for goods is 3 years, except for fully functional domes and recording equipment hard drives where the warranty is 1 year. The terms of such warranty shall be deemed to be part of these conditions. The Supplier warrants all goods to be free from defects in material and workmanship under normal use, provided the products have been installed and operated in accordance with the instruction manual. The commencement date for all warranties is the date of delivery to the Purchaser from the Supplier. The Supplier makes no other warranty, express or implicit, with respect to the goods, their marketability, quality or fitness for any particular use or purpose. In particular, but without prejudice, to the general provisions of these conditions no responsibility is assumed for incidental or consequential damage by reason of any warranty express or implied.

**7. CLAIMS.** Claims may be made subject to the Purchaser;

- Examining the goods on their delivery for any obvious damage or shortage and reporting any damage or short delivery in writing to the Supplier and the carrier within five days of the delivery date.
- Reporting non-delivery by telephone (and confirmed in writing) to the Supplier within 10 days of the invoice date or expected delivery date. If the Purchaser fails

to give notice or to report in accordance with these terms or shall deal with goods in any manner or if there shall be any conduct by the Purchaser inconsistent with rejection of the Goods, then the Goods of the quality specified in the contract shall be deemed to have been delivered to the Purchaser. No claim or rejection, properly made pursuant to these Conditions of Supply in respect of any part delivery of Goods shall be a ground for cancellation of the contract or order.

**8. RETURNS.** Returns for credit are only permitted after the Supplier has provided a Returns Authorisation (RA) number. Such returns must be sent to the Supplier with freight paid in an unused condition. A re-stocking charge of up to 15% will be applied to all returns. A higher rate may apply if the return requires re-packaging. Returns on products over 3 years old will not be accepted. No software on which seals have been broken can be returned for credit. Please note Software Licenses are non-returnable.

**9. RIGHT OF CANCELLATION.** Rights of cancellation of the Supplier will become operable if the Purchaser should fail to meet his obligations as they fall due for any reason or if any distress or execution shall be levied upon the Purchaser's property or if the Purchaser shall commit an act of bankruptcy or being a limited company any resolution or petition to wind-up its business shall be passed or presented (excepting winding-up for the purposes of reconstruction) or if a receiver of such company's undertaking property or assets shall be reimbursed for any fair and reasonable costs occasioned due to such cancellation.

**10. LIABILITY.** The Supplier shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of profits, loss of goodwill, damage to trading relationships and financial loss. The Supplier's liability in respect of all other losses shall be limited to the invoiced value of the relevant order.

**11. FORCE MAJEURE.** The Supplier shall not be responsible or liable for its failure to perform its obligations, if such failure is beyond the control of the Supplier, whether caused by acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver goods by usual modes of transportation, fire, flood, war, embargo, strikes, labour disputes, explosions, riots, of Laws, rule regulations, restrictions or orders of any Governmental authority, or any other cause, other than financial, beyond the control of the Supplier and its suppliers.

**12. RELATIONSHIPS.** Relationship is that of the Supplier and Purchaser, and neither the Supplier or the Purchaser nor any of their employees, customers or agents shall be deemed to be the representative, agent or employee of the other for any purpose whatsoever, nor shall any of them have any right or authority to assume or create an obligation of any kind or nature, express or implied, on behalf of the other, nor to accept service of any legal process addressed to or intended for the other, not to pledge the other's credit. The Purchaser warrants and represents that there is no legal impediment preventing acceptance of these terms and conditions of supply and that the acceptance of these has been duly authorised and that the obligations do not conflict with or violate any terms or conditions of any other agreement or commitment by the Purchaser.

**13. ARBITRATION.** Arbitration in the event of any dispute not settled by the parties shall be submitted in London in accordance with and subject to the provisions of the Arbitration Act 1950 (or any amendment or re-enactment thereof) currently in accordance with English Law including statute law.

**14. ADVANCED REPLACEMENTS AND REPAIRS.** Advanced replacements only apply on products which are no older than 3 months of the invoice date. Repairs only apply on products which are no older than their warranty period of 1 or 3 years.

**15. ERRORS AND OMISSIONS.** The Supplier makes every effort to ensure that all prices and descriptions quoted in printed form and on its website are correct and accurate. In the case of an error or omission, the Supplier will be entitled to rescind the contract, notwithstanding that it has already accepted the Purchaser's order, and the Supplier's liability in that event will be limited to the return of any money the Purchaser has paid in respect of that order.

I am a responsible director of the company listed below.  
I have read and accept these terms and conditions of supply.

Company	<input type="text"/>
Signature and date	<input type="text"/> DD / MM / YY
Print name	<input type="text"/>
Position	<input type="text"/>