

TERMS & CONDITIONS OF SALE

1.0 Definitions

In these terms and conditions

1.1 "TMC SECURITY" 4 Skipton close, Corby, Northants NN18 0NS

1.2 "Buyer" shall mean the person, organisation, firm or company from whom orders are received.

1.3 "Products" shall mean the range of security equipment, other product accessories and components supplied by TMC SECURITY from time to time.

1.4 "Order" shall mean an order placed with TMC SECURITY at its premises.

2.0 Quotes

2.1 Quotes issued by TMC SECURITY shall not constitute a binding contract until acceptance by TMC SECURITY and the Buyer.

2.2 Orders, Acceptances and Cancellation

2.3 An order shall be accepted only upon and subject to the TMC SECURITY current terms and conditions of sale. The buyer understands and agrees that future orders are subject to TMC SECURITY Terms and Conditions. No other express terms, written or oral. Shall be incorporated into the contract. Unless confirmed in writing by a director of TMC SECURITY

3.2 No cancellation or amendment of any order will be accepted unless received by the Buyer in writing at least three days before the delivery date notified by TMC SECURITY to the Buyer.

3.3 No cancellation or amendment of an order will be accepted where Goods have been manufactured ordered or purchased by TMC SECURITY, to meet the Buyer's requirements or where a special price has been negotiated with the Buyer.

3.4 This does not affect any statutory rights the Buyer may have.

3.5 All prices quoted to the buyer are on the basis of full quantities specified by the buyer. TMC SECURITY reserves the right to revise prices in the event of alteration of the quantity of goods being ordered.

4.0 Price of Products

An order is accepted only on the condition that the prices of the products shall be those in force at the date of dispatch of the products. All prices and other sums payable by virtue of these terms and conditions are subject to

The addition of Value Added Tax or such other tax required to be paid by law at the rate for the time being in force. Prices are also exclusive of installation charges and carriage fare.

4.1 Where an estimate or quotation is given and is based on information supplied by the Buyer and that information is subsequently changed or proves to be incorrect, TMC SECURITY reserves the right to increase the price or cancel the order.

5.0 Product Specification

The Buyer shall, within 21 days. From and including the date of the delivery of the products, carry out, at its own expense. Tests to ensure that the products satisfies the buyer reference specification as set out in the delivery note, and shall notify TMC SECURITY in writing within such 21 day period of any failure of the products to meet the referenced product specification. If no such written notice is received by TMC SECURITY within such 21 days, the Buyer shall be

deemed to have accepted the products as satisfying the product specification. TMC SECURITY reserves the right to alter such specifications without prior notice to the customer and without liability on the part of TMC SECURITY and no warranties are given by TMC SECURITY in respect of such alterations.

6.0 Delivery

6.1 The Buyer shall. At the time of placing an order with TMC SECURITY specify, in writing, the dates, addresses and any general instructions for the delivery of the products.

6.2 TMC SECURITY shall use its best endeavors to supply and deliver the products in accordance with any such dates, addresses and any general instructions specified by the Buyer.

6.3 The Buyer shall pay reasonable delivery charges to TMC SECURITY such charges shall be published from time to time by TMC SECURITY

6.4 This does not affect any other rights or remedies TMC SECURITY may have.

7.0 Risk & Title

7.1 Risk in the products shall pass from TMC SECURITY to the Buyer on delivery of the products to the Buyer or the specified delivery address advised by the buyer.

7.2 The title of the products shall remain the property of TMC SECURITY until payments of all sums owing to TMC SECURITY on any products have been discharged in full.

7.3 The Buyer shall not interfere with any of TMC Security's distinguishing marks or labels attached to the products before the products have been paid for in full.

7.4 The Buyer shall store the products separately from any other goods until they become the Buyer's property or they are attached to or incorporated in other products or they are delivered to a Purchaser by the Buyer.

7.5 If the Buyer sells the products to a Purchaser ownership of the goods will pass to the Buyer immediately before the products are delivered to the Buyer's Purchaser and the Purchaser shall hold the proceeds of the sale on trust

For TMC SECURITY in a separate bank account. TMC SECURITY may trace the process of the sale that the Buyer receives into any bank or any other account that the Buyer maintains. TMC SECURITY may also by written demand require the Buyer to assign to TMC SECURITY the Buyer's rights to recover the price from its Purchaser.

a) In consideration of TMC SECURITY agreeing to supply products to the Buyer and entering into this agreement with the Buyer, the Buyer hereby agrees absolutely to assign to TMC SECURITY the Buyer's right to recover from the purchaser the price of products supplied (by way of purported sale or otherwise) by the Buyer to the purchaser in respect of which products the Buyer has not paid TMC SECURITY in full at the time of the said supply to the purchaser.

b) No further action will be necessary by either TMC SECURITY or the buyer to convert this agreement to assign into an absolute assignment, which assignment will be deemed to come into effect simultaneously with the supply of any products by the buyer to the purchaser.

c) Nothing in these provisions shall prevent TMC SECURITY from recovering the price of products supplied to the Buyer directly from the Buyer at any time, save that where TMC SECURITY recovers the price from the purchaser by reason of the above assignment credit will be given to the buyer for any part of the price so recovered.

d) Nothing in these provisions shall be taken by way of implication or otherwise as conferring on the Buyer the right to sell or otherwise transfer possession of products supplied by TMC SECURITY to the buyer.

7.6 At no time must the buyer add labels to machines as warranty will be invalidated.

8.0 Payment

8.1 All credit customers must complete a 30 day credit application form which will TMC SECURITY will submit to Barclays Bank for credit approval. A credit line will only be offered on Barclay's approval.

8.2 TMC SECURITY shall render an invoice on delivery of the products to the Buyer. Payment for the products delivery charges and any taxes shall be due and payable by the Buyer to Barclays Bank Plc. Not later than 30 days from the date of invoice unless specifically agreed otherwise, and without the right of deduction or set off. Unless terms of credit have been agreed, all products supplied by TMC SECURITY must be pre-paid by the Buyer.

8.3 All 30 day account invoices are assigned to Barclays Bank Plc to shown payment must be made and whose receipt therefore is valid.

8.4 TMC Security's rights under the agreement will not be affected by any forbearance or concession made by

B.4 The Buyer shall immediately notify TMC SECURITY in writing in the event of the following.

- a) Change or alteration in your trading name.
- b) Change of banker.
- c) Any change of Directors, Principals and Partners.
- d) Change of your address or that of any Directors. Principals or Partners.

TMC SECURITY shall be at liberty at any time to vary or suspend any terms of credit or credit limit given to the Buyer.

9.0 Warranty

9.1 TMC SECURITY warrants that the products shall be free from defects in materials or workmanship. The period of such warranties shall be as set in the current price list. The warranty period shall commence on the date of dispatch of the products to the Buyer. Any alleged defects in the products must be notified in writing within 7 days of receipt of the products.

9.2 In the event of any established breach of warranty, TMC SECURITY shall repair or replace in its absolute discretion any defective products. The Buyer shall be liable for the delivery charges incurred in returning the defective products to TMC SECURITY, but shall not be liable for the cost of the repair or the replacement of the products to the Buyer.

9.3 Repairs undertaken by TMC SECURITY under the terms of its warranty are guaranteed for 30 days from the date of dispatch to the Buyer.

9.4 Where TMC SECURITY in its absolute discretion replaces any defective products, the warranty on such replacement products shall continue in effect for the remainder of the unexpired term of the warranty commencing from the date of Dispatch of the defective product. Replaced products become the property of TMC SECURITY

9.5 The warranty shall not cover any defect caused.

- (a) By fair wear and tear.
- (b) In whole or in part by the negligence of the buyer or a user.
- (c) By improper or unauthorized use of the products including any attempt to carry out repairs or modifications to the product.
- (d) By causes external to the products.

9.6 The buyer shall have no claim for loss of profits or contracts or consequential loss which may be suffered by the buyer or by any third party arising out of such breach of warranty.

9.7 Failure by the customer to settle accounts rendered for goods supplied will render the warranty null & void.

9.8 Returns Procedure

a) The customer shall be responsible for the cost of carriage and insurance in respect of all goods returned by the buyer to TMC SECURITY for repair, replacement or credit which goods will be at the risk of the buyer until actual receipt there of TMC SECURITY.

b) TMC SECURITY will not accept returned goods for repair, replacement or credit unless such a return has been agreed in advance by it and the goods are received in stock condition, original packaging and clearly marked with the appropriate "Returns Materials Authorization" number issued by TMC SECURITY at the time of the intent to return the goods is notified to it together with a full description of any alleged defect.

c) Any notification of return dead on arrival (DOA) goods must be made no later than 21 days from the date of invoice.

d) TMC SECURITY reserves the right to determine whether returned goods will be repaired, replaced or credited under absolute discretion of TMC SECURITY

e) TMC SECURITY reserves the right to levy a surcharge of 25% of the value of the goods to the buyer in the event of returned goods being found to be in working order in accordance with the specifications of the order

f) TMC SECURITY reserves the right to replace goods with product(s) considered by TMC SECURITY to be equal specifications to the goods being replaced.

g) Notwithstanding, TMC SECURITY will not be liable to any claim of value greater than the goods.

10. Storage

In the event that written dates, addresses and general instructions for delivery of the products are not notified to TMC SECURITY at the time of placing the order, TMC SECURITY shall be entitled to store the products and the buyer shall be liable for the reasonable cost of such storage.

11. Design Changes

TMC SECURITY reserves the right to supply products with design and specification changes as technological development may require without prior notice.

12. Intellectual Property

The Buyer shall promptly notify TMC SECURITY of any claim received by the Buyer alleging an infringement of patent or other intellectual property rights of a third party. TMC SECURITY will refer such matters forthwith to the manufacturer of the products. The Buyer shall co-operate with TMC SECURITY. In defending any patent or other right claimed in respect of the products and the Buyer shall execute all such documents and do all things as TMC SECURITY may require pursuant thereto. TMC SECURITY shall not be liable to the Buyer in respect of any patent infringement or claim based upon the use of products or a part thereof modified for use in connection with equipment or devices not supplied by TMC SECURITY or in a manner for which the products were not designed. Liability is further limited to use of the products in countries for which patent protection has been obtained.

13. Force Majeure

TMC SECURITY shall not be liable for any failure to supply and/or deliver products for any incomplete supply or delivery or for any damage to or defect in the products caused by strikes, lockouts, labour disturbances, Acts of God or any reason beyond TMC SECURITY control including any act or default of TMC SECURITY own suppliers, the Buyer or third parties.

14 Representations

No agent of TMC SECURITY has authority to make oral representations prior to or after placing an order. Nor, subject to Clause 2.1 has any agent of TMC SECURITY

Authority to vary or modify the terms and conditions herein unless confirmed in writing by a director of TMC SECURITY

15 Termination

TMC SECURITY may immediately terminate this contract and claim damages from the Buyer if the Buyer:

(a) Does not or not in time or not properly fulfil its obligations under this contract.

(b) suffers distress or execution to be levied against it, makes or proposes to make any arrangement with its creditors, becomes bankrupt or, being a company, goes into liquidation (other than voluntary liquidation for the purposes of re-organisation), or Receivership or have an administrative receiver appointed.

16 Health & Safety

The buyer shall take all reasonable steps to ensure that goods are used in accordance with any relevant information or advice which TMC SECURITY may make available to the buyer including without limitation drawing the buyer attention to TMC SECURITY company's instructions and warnings relating to the safe and proper use of the product.

17. Assigned invoices

Where an invoice has been assigned to a third party, any terms and conditions applied by the assignee shall be in addition and not supercede the terms and conditions of TMC SECURITY

18. Governing Law

These terms and conditions shall in all respects be construed under the Law of England.