

Conditions of Sale

1. DEFINITIONS

"The Client" means the person whether corporate or not who has requested the supply of the goods or services described on the accompanying quotation or invoice.

"The premises" means the Client's site at or in which the goods are to be situated or at which the services are to be performed.

"The goods" means the goods the subject of and described in the accompanying quotation or invoice.

"The services" means the services the subject of and described in the accompanying quotation or invoice.

PART 1 – CONDITIONS RELATING TO ALL GOODS AND SERVICES

2. PRICE

Orders are accepted by Beveridge Locksmith Services 1998 Ltd on the basis that the prices for the goods and for the services are as described on the accompanying quotation or invoice.

3. PAYMENT

Payment for the goods and for the services shall be in cash, upon completion of supply of the goods or services or from despatch from Beveridge Locksmith Services 1998 Ltd factory or store, whichever first occurs or as may otherwise be agreed in writing with Beveridge Locksmith Services 1998 Ltd. There shall be no deduction, set off or retention made by the Client from the price.

4. PROVISION OF ACCESS FOR INSTALLATION (if applicable)

4.1 The Client shall provide for the purposes of installation at no cost to Beveridge Locksmith Services 1998 Ltd, all necessary power, lighting, unloading, hoisting and lifting facilities, labour, site preparation and employee amenities which comply with statutory requirements.

4.2 Upon Beveridge Locksmith Services 1998 Ltd delivering goods to the premises the Client shall ensure adequate safe storage facilities are provided for protection against theft and damage at no cost or risk to Beveridge Locksmith Services 1998 Ltd.

4.3 The Client acknowledges that it solely shall be responsible for arranging and providing convenient access for the goods through the premises to the proposed place of installation including access by way of stairs, lift or crane as the case may require.

4.4 If the Client fails to provide convenient access for any reason then Beveridge Locksmith Services 1998 Ltd may make a further charge to the Client to cover the additional costs it incurs arising from such failure as Beveridge Locksmith Services 1998 Ltd considers reasonable.

5. DELIVERY

5.1 If the Client is not in a position to accept or take delivery of the goods or services as scheduled the Client shall be responsible for storage charges and any additional charges caused thereby.

5.2 Where installation or supply of the goods or services is required of Beveridge Locksmith Services 1998 Ltd by the Client and installation or supply is required to be co-ordinated with other trades the Client shall provide Beveridge Locksmith Services 1998 Ltd with a schedule detailing all relevant information relating to installation or supply with sufficient time allowed for Beveridge Locksmith Services 1998 Ltd to meet delivery or supply dates.

5.3 The delivery or supply period shall be extended to cover delays caused by strikes, lockouts, prohibitions, non-availability of materials or any circumstances beyond Beveridge Locksmith Services 1998 Ltd control.

6. SETTING OF COMBINATION LOCKS

The Client acknowledges that when providing the goods and/or the services, Beveridge Locksmith Services 1998 Ltd will not be liable for any losses resulting from or attributed to the Client having requested Beveridge Locksmith Services 1998 Ltd assist in the setting of the combination of locks or locking devices.

7. INSTALLATION RISK

It is acknowledged by the Client that the proposed place of installation of the goods has been designated by the Client and that all risks, costs and liabilities arising from the installation of the goods at that proposed place of installation are those of the client. It is further acknowledged by the Client that neither Beveridge Locksmith Services 1998 Ltd nor any employee or agent of Beveridge Locksmith Services 1998 Ltd is competent or qualified to advise on the suitability of any proposed place of installation of the goods.

8. OWNERSHIP AND RISK

8.1 Property in the goods shall remain vested in Beveridge Locksmith Services 1998 Ltd until the contract has been completed and payment therefore has been made in full. If default is made by the Client in payment of the price or any progress claim by Beveridge Locksmith Services 1998 Ltd (if applicable) then Beveridge Locksmith Services 1998 Ltd shall have the right at its absolute discretion, and without further notice, to enter from time to time upon the premises and remove any of the goods, whether fixed or not, and Beveridge Locksmith Services 1998 Ltd reserves the full right to realise or dispose of such goods.

8.2 Notwithstanding the date of passing of property in the goods the risk of any loss or damage to the goods shall be borne by the Client from the date of delivery. The Client shall insure against such loss or damage however arising from the date of delivery until the date of payment or until the goods are removed by Beveridge Locksmith Services 1998 Ltd pursuant to clause 8.1.

9. PART II

CONDITIONS RELATING TO PART II GOODS AND SERVICES ONLY

The provisions of this Part II shall apply where the goods and/or services:

- 9.1 are required for the purposes of a business, as stated overleaf; or
- 9.2 are Category B goods and/or services; or
- 9.3 are acquired for a purpose listed overleaf;

10. WARRANTY

10.1 Beveridge Locksmith Services 1998 Ltd warrants that it shall repair or replace or reperform for a period of 6 months from the date of delivery to or installation of the goods in the premises or performance of the services (as may be required by the accompanying quotation or invoice), any part of the goods or the product of the services supplied on the terms of these conditions of sale which, in the unfettered opinion of Beveridge Locksmith Services 1998 Ltd and in Beveridge Locksmith Services 1998 Ltd absolute discretion, are defective in materials, workmanship or

performance AND have been (in the case of the goods) subject to normal and reasonable use by the Client AND have not been modified, repaired, or altered in any way whatsoever without the prior express written consent of Beveridge Locksmith Services 1998 Ltd to such modification, repair or alteration (the "Warranty").

10.2 The Warranty is given conditionally on:

10.2.1 the Client returning to Beveridge Locksmith Services 1998 Ltd at a site nominated by Beveridge Locksmith Services 1998 Ltd all or any of the goods or the product of services which, in the unfettered opinion of Beveridge Locksmith Services 1998 Ltd and in Beveridge Locksmith Services 1998 Ltd absolute discretion, are not repairable in the Client's premises; and

10.2.2 the Client paying Beveridge Locksmith Services 1998 Ltd or any other person nominated by Beveridge Locksmith Services 1998 Ltd all or any removal, freight and installation costs which Beveridge Locksmith Services 1998 Ltd in its unfettered opinion and absolute discretion, believes are required to be incurred in carrying out, any repair or replacement under the Warranty.

11. NO DUTY OF CARE

Beveridge Locksmith Services 1998 Ltd, its employees and agents undertake no duty of care in contract, tort (including, to the fullest extent permissible by law, any duty based on any statutory or regulatory provision) or otherwise, the Client or any other user of the goods or the recipient of the services.

12. NO REPRESENTATIONS

The Client and any other user of the goods must take appropriate expert advice on all matters relating to the goods and/or the services and rely solely on their own judgment and such expert advice. Beveridge Locksmith Services 1998 Ltd, its employees and agents do not make any warranties or representations of any kind whatsoever in relation to the goods and/or services other than those contained in clause 10 of these conditions of sale, and without limitation, Beveridge Locksmith Services 1998 Ltd, its employees and agents make no representations or warranties relating to the use in any way of the goods or to the suitability of any proposed place of installation of the goods.

13. LIMITATION OF LIABILITY

Under no circumstances does Beveridge Locksmith Services 1998 Ltd, its employees and agents accept liability of any kind whatsoever, whether in contract, tort (including negligence), for breach of any statutory or regulatory duty (to the fullest extent permitted by law), or otherwise, to the Client or any other user of the goods or recipient of the services for any loss or damage whatsoever, whether direct, indirect or consequential and whether physical or economic or otherwise, arising as a result of:

- 13.1 the installation or use in any way, or failure or partial failure of the goods; or
- 13.2 acts or omissions of Beveridge Locksmith Services 1998 Ltd agents and employee which are not expressly authorised by Beveridge Locksmith Services 1998 Ltd; or
- 13.3 performance or non performance of the services; or
- 13.4 Beveridge Locksmith Services 1998 Ltd, its employees and agents setting or failing to set any combination lock forming part of the goods, it being the Client's sole responsibility to set such combination.

14. SEVERABILITY

Each exclusion in this Part II and each protection given to Beveridge Locksmith Services 1998 Ltd, its employees and agents by this Part II is to be construed as a separate exclusion applying and surviving even if for any reason any of the provisions are held inapplicable in any circumstances.

15. PART III

CONDITIONS RELATING TO PART III GOODS AND SERVICES

The provisions of this Part III shall apply where the goods and/or services:

- 15.1 are not acquired for the purposes of a business, as stated overleaf; and
- 15.2 are Category A goods and/or services; and
- 15.3 are not acquired for a purpose listed overleaf.

16. WARRANTY

16.1 Beveridge Locksmith Services 1998 Ltd hereby warrants that it shall repair or replace or reperform for a period of 12 months from the date of delivery to or installation of the goods in the premises or performance of the services (as may be required by the accompanying quotation or invoice), any part of the goods or product of the services supplied on the terms of these conditions of sale.

16.2 The Client acknowledges that Beveridge Locksmith Services 1998 Ltd shall have no liability to repair or replace goods or the product of the services which have been modified, repaired or altered in any way whatsoever without the prior express written consent of Beveridge Locksmith Services 1998 Ltd to such modification, repair or alteration.

16.3 The Client shall return to Beveridge Locksmith Services 1998 Ltd at a site nominated by Beveridge Locksmith Services 1998 Ltd all or any of the goods or product of the services which, in the opinion of Beveridge Locksmith Services 1998 Ltd and in Beveridge Locksmith Services 1998 Ltd absolute discretion, are not repairable in the Client's premises.

17. EXPERT ADVICE

The Client and any other users of the goods or the services must take appropriate expert advice on all matters relating to the goods and/or the services and rely solely on their own judgement and such expert advice.

18. LIMITATION OF LIABILITY

Under no circumstances does Beveridge Locksmith Services 1998 Ltd, its employees and agents accept liability of any kind whatsoever, whether in contract, tort (including negligence), for breach of any statutory or regulatory duty (to the fullest extent permitted by law), or otherwise, the Client or any other user of the goods or recipient of the services for any loss or damage whatsoever, whether direct or consequential and whether physical or economic or otherwise, arising as a result of acts or omissions of Beveridge Locksmith Services 1998 Ltd agent and employees which are not, expressly authorised by Beveridge Locksmith Services 1998 Ltd.

19. SEVERABILITY

Each exclusion in this Part III and each protection given to Beveridge Locksmith Services 1998 Ltd, its employees and agents by any of the provisions in Part III is to be construed as a separate exclusion applying and surviving even if for any reason any of the provisions are held inapplicable in any circumstances