



Standard Terms and Conditions

The Terms of Trade of SHERIFF TECHNOLOGIES LIMITED (hereinafter called "The Company" at Old Glassworks, Stepney Bank, Newcastle upon Tyne, NE1 2NP.

All orders, in whatever terms are accepted subject to the following conditions and no alterations shall apply unless specifically agreed in writing by a Director or Secretary of the "Company". Previous dealings with the "Company" by any "Customer" shall not vary or replace these terms or be deemed in any circumstances to do so.

Each provision of these terms is to be construed as a separate limitation applying and surviving even if for any reason one or more of the said provisions is held inapplicable or unreasonable in any circumstances.

In any interpretation of these conditions the word "goods" shall where applicable include, but not by way of limitation, any apparatus, services rendered or work done.

The Conditions:

Quotations and Purchase Orders

1. Quotations are valid for 30 days, but the "Company" reserves the right to increase quoted prices at any time (whether before or after the date of the "Company's" acceptance of an order) to cover:

- i) Circumstances beyond the "Company's" control including, but not by way of limitation, increases due to exchange rate fluctuations, rises in taxes and the cost of materials or transport.
- ii) Extra cost incurred as a result of the cancellation, alteration or rescheduling of orders due to the "Customers" instructions or lack of instructions.
- iii) Prices quoted do not include VAT. **All accounts are payable 30 days from date of invoice.**

You shall not construe our quotation as a binding offer. A contract shall arise only upon our written acceptance of your offer to purchase. Unless otherwise agreed, such contract shall be deemed to incorporate these conditions to the exclusion of your or any other conditions.

2. The "Company" reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the "Customers" commitments to the "Company" not being met. The acceptances of a cancellation of an order by the "Customer" shall not be at the discretion of the "Customer". If an order is cancelled in any of the circumstances set out above, then the "Customer" shall indemnify the "Company" against all loss, costs, damages, charges and expenses arising out of the order and the cancellation thereof.

3. Constant progress in design and construction means that descriptions in literature, illustrations and drawings may not always be accurate in detail. None of them therefore shall form part of any contract which may arise between us. The use of such literature, illustrations and drawings shall not constitute "a sale by description".

4. The "Company" shall remain the sole and absolute owner of the goods until such time as the agreed price of the goods shall have been paid in full to the "Company" by the "Customer".

5. The customers rights to possession of the goods shall cease if he commits any available act of bankruptcy or (being a Company) shall go to liquidation. The "Customer" agrees that the "Company" may for the purposes of recovery of its goods enter the premises of the "Customer" and repossess such goods.

Delivery and Acceptance of Goods

6. The "Company" shall not be liable for any loss or damage (whether direct or consequential) whatsoever arising from late delivery of goods or materials and the "Customer" shall not be entitled to treat the contract as repudiated by reason of any late delivery.

7. Goods shall be the risk of the "Customer" as soon as they are delivered by the "Company" to the vehicles of his carriers or his premises or otherwise to his order.

8. The "Customer" shall inspect the goods immediately on delivery thereof and shall within 7 days from such delivery give notice in writing to the "Company" of any damage or loss or shortage of goods, or of any matter or thing by reason whereof the "Customer" may allege that the goods are not in accordance with the contract or are defective in material or workmanship. If the "Customer" shall fail to give such notice the goods shall be conclusively proved to be in all respects in accordance with the contract and free from any defect which would be apparent on reasonable examination of the goods and the "Customer" shall be deemed to have accepted the goods accordingly



Warranty

9. Provided you have performed all your obligations hereunder, we will repair or replace, at our option, free of charge any Goods returned to our factory which are proved to our satisfaction, within **twelve months** after delivery, to be defective due to faulty design, materials or workmanship. We will not be responsible for any loss or damage whatsoever which you may suffer as a result of such defect and whether arising in contract or in tort, except to the extent required by statute.

10. This warranty is expressly in lieu of any other warranty whatsoever whether express or implied and in lieu of any other obligation or liability which we are to observe or have undertaken.

11. "Customer" may not reject the Goods if they fail to achieve the standard or specification promised for them unless:

- i) forthwith upon discovery of the failure the "Customer" gives the "Company" notice thereof in writing
- ii) The "Customer" has paid for them in full
- iii) The "Company" have had a reasonable opportunity of investigating the failure and have failed to ensure that the Goods comply with that standard or specification.

Liability

12. Limitation of Liability: The "Company's" liability (if any) whether in contract, tort or otherwise in respect of any defect in the goods, or for any breach of the agreement or of any duty owed to the "Customer" in connection therewith shall be further limited in the aggregate to the price of the goods in question.

13. Patent Right: The sale of any goods and the publication of any information or technical data relation to such goods does not imply freedom from patent or other protective rights in respect of any particular application of the goods.

14. Copyright in all drawings remains with the "Company". The "Customer" may not divulge any of them or any part of them to third parties without our written consent.

15. Force Majeure: The "Company" shall have no liability in respect of failure to deliver or perform or delay in delivery or performing any obligations under a contract due to any cause outside the reasonable control of the "Company" including but not limited to civil commotion's, strikes, lockout, war, fire, accidents, epidemics, governmental regulations or requirements, unavailability of materials or failure of original manufacture or supplier, carrier or subcontractor to deliver the goods and if the delay or failure has continued for a period of 3 months then either party may give notice in writing to the other determining the contract and on such determination the "Company" shall refund to the "Customer" any payment which the "Customer" has already made on account of the price of the goods after deduction of any payment due to the "Company"

15. Proper Law: Any contract between the "Company" and the "Customer" shall be governed by English law. Any dispute arising out of or in connection with these terms shall be determined by the English Courts.