

**Safelab Systems Ltd Terms for the Manufacture,
Supply and Installation of Goods**

1.0 Interpretation

1.1 In these Terms:-

“COMPANY” means Safelab Systems Ltd

“CUSTOMER” means the person who or body corporate which accepts the company’s Written quotation for the sale of the goods or whose Written order is accepted by the Company.

“CONTRACT” means the contract for the manufacture, supply and installation of the Goods.

“GOODS” means the Goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Terms.

“TERMS” means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Company and the Customer.

“WRITING” and any similar expression includes facsimile transmission and comparable means of communication, but not electronic mail.

1.2 A reference in these Conditions to a provision of a statute shall be construed as a reference to a provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not effect their interpretation.

2.0 Formation of Contract

2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with the Company’s Written quotation (if accepted by the Customer) or the Customer’s Written order (if accepted by the Company) subject in either case to these Terms, which shall govern the Contract to the exclusion (to the extent that such terms are inconsistent with the Terms herein set out) of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer. Acceptance shall be deemed to have occurred upon the first happening of either the Customer accepting the Company’s quotation in Writing, the Customer placing an order in Writing pursuant to the Company’s quotation, or delivery of the Goods.

2.2 The Customer may not assign the Contract without the express written consent of the Company.

2.3 No variations to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Company and Customer.

2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted on entirely at the Customer’s own risk, and accordingly the company shall not be liable for such advice or recommendation which is not so confirmed.

3.0 Specification & Orders

3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company’s authorised representative.

3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving the Company any necessary information and drawings relating to the Goods within a sufficient time to enable the Company to perform the contract in accordance with its Terms.

3.3 The quantity, quality and description of the Goods and any specification for them shall be set out in the Company’s quotation (if accepted by the Customer) or the Customer’s order (if accepted by the Company).

3.4 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, where the Goods are to be supplied to the Customer’s specification, which do not materially affect their quality or performance.

3.5 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the costs of any labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4.0 Price

4.1 The price of the Goods shall be the Company’s quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company’s published pricelist current at the date of acceptance of the order. All prices quoted are valid for 60 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.

4.2 The Company reserves the right, by giving Written notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the price of materials, parts, labour, changes in work, delivery dates, quantities or specifications for the goods requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 The price is exclusive of any applicable Value Added Tax or other duty, which the Customer shall be additionally liable to pay to the Company.

5.0 Payment

- 5.1 Subject to any special terms agreed in Writing between the Customer and the Company, the Company may invoice the Customer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 5.2 The Company's invoices to the Customer shall be due for payment by the Customer within 14 days of the date of the Company's invoice, and the final date for payment of the Company's invoices by the Customer shall be 30 days from the date of the Company's invoice. The time of payment of the price shall be of the essence of the Contract.
- 5.3 If the Customer fails to make payment by the final date for payment then, without limiting any right or remedy available to the Company, the Company may:-
 - 5.3.1 Cancel the Contract or suspend any further deliveries to the Customer;
 - 5.3.2 Appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit;
 - 5.3.3 Charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 6% per annum above Bank of England base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).

6.0 Delivery

- 6.1 Unless otherwise agreed in Writing between the Customer and the Company, delivery of the Goods shall be made by the Company delivering the same to the Customer's premises.
- 6.2 Any dates quoted by the Company for the delivery of the Goods are approximate only and the Company shall not be liable for any delay in the delivery of the goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 6.3 If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.4 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may:-
 - 6.4.1 Store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - 6.4.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

7.0 Risk & Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the property of the Company, but the Customer may use the Goods in the ordinary course of its business. Until such time as the property in the Goods passes to the Customer, the Company may at any time require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, the Company shall be entitled to repossess and dismantle (without being liable for any damage caused by so doing) and use or sell all or any of the Goods and, for the purpose of determining what, if any, Goods are held by the Customer and inspecting them, to enter any premises of the Customer.

8.0 Warranties & Liabilities

- 8.1 Subject to the following provisions the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of their initial use or twelve months from delivery, whichever is the first to expire.
- 8.2 The above warranty is given by the Company subject to the following conditions:-
 - 8.2.1 The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;

- 8.2.2 The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval.
- 8.2.3 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the final date for payment.
- 8.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier to the Company.
- 8.3 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 A claim by the Customer which is based on any defect in the quality, quantity or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 24 hours from the date of delivery or (where the defect or failure is not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure, but within six months in any event.
- 8.5 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company may replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) in which case the Company shall have no further liability to the Customer.
- 8.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for loss of profit or for any indirect, special or consequential loss or damage, costs or expenses whatsoever (whether caused by negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use by the Customer and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.
- 8.7 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, for delay or failure due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:-
- 8.7.1 Act of God, explosion, flood, tempest, fire or accident;
- 8.7.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 8.7.3 Acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 8.7.4 Import or export regulations or embargos;
- 8.7.5 Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 8.7.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 8.7.7 Power failure or breakdown in machinery.

9.0 Intellectual Property & Indemnity

- 9.1 The copyright in all drawings, models, specifications and other documents and information prepared by or on behalf of the Company in connection with the Goods ("the documents") shall remain vested in the Company but, subject to the Customer having duly discharged his obligation to pay all monies due under the Contract, the Customer shall have an irrevocable royalty-free licence to copy and use the documents but such use shall not include a licence to reproduce the designs contained in them for any extension or addition to the Goods, nor does the Customer's license permit use of the documents by third parties. The Company shall not be liable for any use by the Customer of any of the documents for any purpose other than that for which the same were originally prepared by or on behalf of the Customer.
- 9.2 If a claim is made against the Customer that the Goods infringe or that their use infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by the Customer, the Company shall indemnify the Customer against all loss, damages, costs and expenses awarded or incurred by the Customer in connection with the claim or paid or agreed to be paid by the Customer in settlement of the claim, provided that:-
- 9.2.1 The Company is given full control of any proceedings or negotiations in connection with the claim;
- 9.2.2 The Customer shall give the Company all reasonable assistance for the purpose of any such proceedings or negotiations;
- 9.2.3 Except pursuant to a final award, the Customer shall not pay or accept the claim or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld);
- 9.2.4 The Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);

- 9.2.5 The Company shall be entitled to the benefit of, and the Customer shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Customer which are payable by, or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- 9.2.6 Without limiting any duty of the Customer at common law, the Company may require the Customer to take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Customer under this clause.

10.0 *Insolvency of Customer*

10.1 This clause 10 applies if:-

- 10.1.1 The Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 10.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 10.1.3 The Customer ceases or threatens to cease, to carry on business; or
- 10.1.4 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

10.2 If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract, or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11.0 *General*

- 11.1 The Company may sub-contract the performance of the Contract in whole or in part.
- 11.2 A notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.3 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision whatever.
- 11.4 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 11.5 Any dispute arising under or in connection with the Contract or the sale of the Goods may be referred to adjudication by an adjudicator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators, in accordance with the Scheme for Construction Contracts (England & Wales) Regulations 1998.
- 11.6 The Contract shall be governed by the laws of England and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.