

## **KS Entrance Systems Ltd. / Conditions of Sale**

1/ In these Conditions 'the Company' means KS Entrance Systems Limited, 'the Purchaser' means the purchaser of the goods which are subject of this contract and 'the Goods' means any goods agreed to be supplied to the Purchaser by the Company.

2/ These conditions are the only conditions to which this contract is subject. All other conditions whether contained or referred to in catalogues, brochures or other documents of the Company or whether submitted proposed or stipulated by the Purchaser in whatever form, whether written or oral, are hereby expressly waived and excluded.

3/ Any date named by the Company for delivery is intended as an estimate only and the Company shall not be liable for any loss or damage whether arising directly or indirectly from delay in delivery. The Company shall be entitled to deliver the goods by instalments and to invoice the Purchaser for each instalment. Carriage paid to any address in the United Kingdom, including Northern Ireland but excluding any islands off the coast of the United Kingdom mainland by the cheapest means.

4/ All prices are subject to alteration without previous notice and all orders are accepted subject to being invoiced at prices ruling at date of dispatch, otherwise agreed in writing between the Company and the Purchaser. All prices are exclusive of V.A.T.

5/ In no circumstances will the Company be responsible for loss of profits or any other losses or expenses, indirect, consequential or contingent attributable to defects in material or manufacture or otherwise.

6/ The goods shall be at the Purchaser's risk from the time of delivery to him or any carrier or agent on his behalf.

7/ In the event of any complaint that any goods delivered to the Purchaser do not comply with the order or are otherwise defective, either as regards material used or method of manufacture, then it is a condition precedent to the consideration by the Company of any such complaint that the purchaser shall (i) immediately and promptly notify the Company in writing of the nature of such complaint as soon as it comes to the notice of the customer and in any event not later than 14 days from the date of delivery of such goods to the customer and (ii) afford to the Company or its servants or agents all reasonable facilities for the inspection and testing of the goods complained of.

No claim whatsoever will be entertained by the Company unless the foregoing conditions are strictly complied with. Any such goods may in the sole option of the Company and in its sole discretion either (a) be replaced so as to comply with the order or (b) a cash allowance not exceeding the amount of the purchase price of such goods be made to the customer. In the event of replacement and redelivery the Purchaser shall be entitled to no further claim, deduction or allowance.

Except as far as the Company may at its own discretion and only with reference to one particular claim may decide otherwise, no claim will be accepted for any reason whatever in respect of defective goods after the goods are cut or processed or otherwise altered from the condition in which they were dispatched to the Purchaser.

Whilst the Company will use its reasonable endeavours to ensure that an exact match of colour and pattern is achieved in respect of different batches of material, variations do occur due to changes in the nature of the raw materials used in the manufacture of the material. No liability is therefore accepted by the Company in respect of any variations in colours and/or pattern between different batches of materials. The Purchaser should ensure that batches of material are not mixed and that materials required for any particular area is the subject of a single order.

8/ Defects in quality or delay in any delivery shall not be ground for cancellation of any remaining part of any order or contract unless agreed by the Purchaser or an authorized officer of the Company in writing at the time of the acceptance of the order.

9.1/ Ownership (meaning full legal and beneficial ownership) of the Goods will remain with the Company and will not pass to the Purchaser until the Company has received in full (in cash or cleared funds) all sums due to in respect of:

9.1.1 The Goods: and

9.1.2 All other sums which are or which become due to the Company from the Purchaser on any account.

9.2/ Until ownership of the Goods has passed to the Purchaser, the Purchaser must:

9.2.1 Hold the Goods on a fiduciary basis as the Company's bailee:

9.2.2 Store the Goods (at no cost to the Company) separate from all other Goods of the Purchaser or any third party in such a way that they remain readily identifiable as the Company's property:

9.2.3 Not to destroy, deface or obscure any identifying mark or packaging on or relating to the Goods: and

9.2.4 Maintain the Goods in a satisfactory condition.

9.3/ The Purchaser's right to possession of the Goods shall terminate immediately if:

9.3.1 The Purchaser has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate), convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction as amalgamation, or has a receiver and/or manager, administrator and/or administrative receiver appointed overall or substantially all of its assets or undertakings, or documents are filed with the court for the appointment of an administrator of the Purchaser or notice of intention to appoint an administrator is given by the Purchaser or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the insolvency act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser.

9.3.2 The Purchaser fails to pay its debts within the meaning of section 123 of the Insolvency Act 1986, fails to perform any of its obligations hereunder or ceases, or threatens to cease trading.

9.4/ The Company shall be entitled to recover payment for the Goods notwithstanding that payment for ownership of any of the Goods has not passed from the Company.

9.5/ The Purchaser grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Goods or maybe stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover them.

9.6/ Where the Company is unable to determine whether any Goods are the goods in respect of which the Purchaser's right to possession has terminated, the Purchaser will be deemed to have sold all the Goods of the kind sold by the Company to the Purchaser in the order in which they were invoiced to the Purchaser.

9.7/ On termination of these conditions, howsoever caused, the Company's (but not the Purchaser's) rights contained in this condition 9 will remain in effect.

10/ (a) Claims in respect of non-delivery of Goods must be notified to the Company in writing within 14 days of date of dispatch.  
(b) Claims in respect of Goods visibly damaged in transit must be notified both to the carrier and to the Company in writing not later than the third day following the date of delivery of such goods. Any documentation presented by the carrier at the time of delivery of visibly damaged goods must be signed-off as 'damaged'. Similar notification should be made of claims in respect of pilferage. Damage which is not readily visible at the time of delivery must be notified to the Company in writing not later than 14 days from the date of delivery of such goods. Claims will be entertained only if the material is still available for inspection at the address to which it was delivered by the Company and has not been moved from there in the intervening period.

11/ The Purchaser undertakes and agrees to bring fully to the notice of all persons whomever with whom they may at any time deal the terms of these Conditions of Sale.

12/ The Company will not undertake to credit in full any returned goods (irrespective of the reason for their return), unless the return has previously been agreed in writing by an authorized officer of the Company and is carried out with the Return procedure currently in force.

N.B. Failure to observe this procedure may result in all charges and administrative costs associated with the return of the goods being debited to the customer concerned.

13/ The construction, validity and performance of any contract shall be governed by the laws of England and all disputes which may arise out of or in connection with any contract shall be settled by arbitration in England in accordance with the provision of the Arbitration Act 1950 or any statutory modifications thereof for the time being in force.

14/ The Purchaser shall keep the Company indemnified against all costs, claims, demands, expenses, and liabilities of whatsoever nature made by third parties caused in whole or in part or arising out of any act or omission of the Purchaser in connection with the use, storage or fitting of the goods.

15/ Unless otherwise agreed by the Company in writing, payment of the price for the goods is subject to the following terms: payment in full is due at the end of the month following the date of the invoice.

16/ If any provision of these conditions is found in any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable then the remaining provisions of these conditions and the remainder of such provisions shall continue in full force and effect.

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