

## CONDITIONS OF SALE

(Please read carefully and return signed and dated to the fax number overleaf)

1. All business undertaken by Safes (UK) Ltd, Units 11/12 Ellesmere Business Park, Oswestry Road, Ellesmere (herein after called "the Company" is transacted subject to the conditions herein after set out each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers. No agent, representative or employee of the Company, save only a Director of the Company in writing, has authority to alter or vary these conditions
2. The price of the goods sold by the Company shall be the price set down in the column marked "Unit Price" on the face of the invoice, or the ruling price for the invoiced goods at the date of loading for despatch (herein after called "the despatched price") whichever is the greater. If the despatched price exceeds the invoice price, the Company shall give to the customer four clear days notice of the despatch price prior to the date of loading for despatch by sending the same by pre-paid post to the customer. Such notice shall be deemed to have been given on the next business day following the day of posting by the Company. The customer may by notice received by Company before the goods are loaded for despatch cancel the whole or any part of any orders affected by the increase in price, and such case no rights or liabilities shall attached to either party in respect of the orders or part thereof so cancelled. The price for services supplied by the Company shall be the Company's standard price for such services as at the date when such services are completed. Notwithstanding, as above the Company will not accept cancellation of any order for a non-standard product (on other words a product either indicated as such, a special order, or a product not included in the Company's printed recommended retail price list for the time being in force).
3. Dates quoted by the Company for delivery of goods are estimates only and are not guaranteed nor will they be a condition of any order and the making of a delivery by the Company later than the quoted date shall not constitute a breach of contract.
4. The Company will not accept any responsibility for loss, damage or delays arising from any strike, lock out, cessation of labour, transport delays, perils of the sea, of war or war like activities, terrorist activity, government interference or control of any cause of contingency beyond the Company's control however caused, whether of the same nature of the preceding causes or otherwise.
5. Any claim for short or non-delivery must be made to the Company in writing within 14 days of the invoice. Failure to make such a claim within the time specified will preclude the customer from making or set-off against the Company in respect of non-delivery of any of the invoiced goods and the invoice shall be and remain due and payable. In case any claim shall lie against the Company for non-delivery or short delivery of goods howsoever caused the Company shall not be liable for more than the invoice value of the items in question nor for any indirect or consequential loss or damage.
6. Any item (herein after called "the defective item") alleged to be defective either through faulty manufacture design or bad workmanship or by reason of damage in transit from the Company to the customers' designated place of delivery shall be reported in writing to the Company within 5 days of discovery of such defect and in any event within 30 days of the date of delivery such report giving details of the alleged defect. Failure to make such a report will preclude the customer from making any claim or set-off (save in respect of any damage by way of death or personal injury resulting from the negligence of the Company) arising out of such alleged defect. The Company undertakes where a report is made as herein before provided to make good or replace (at its option) any defect. The Company undertakes where a report is made as herein before provided to make good or replace (at its option) any defective item provided always that it shall in no case be liable (save in respect of any damage by way of death or personal injury resulting from the negligence of the Company) far more than the invoice value of the said defective item or for any indirect or consequential loss or damage arising from the carrying out of any services by the Company.
7. The Company shall not be liable (save in respect of any damage by way of death or personal injury resulting from the negligence of the Company) for any indirect or consequential loss or damage arising from the carrying out of any services by the Company.
8. The Company will charge for collection and redelivery of all goods alleged to be damaged or defective and on investigation found by the Company not to so.
9. Without prejudice to the rights of the parties hereto if a contract shall be discharged by frustration if after any contract has been partly performed by the Company the Company for any reason refused further to perform the said contract the customer shall nevertheless be liable to pay to the Company the price of any goods hitherto delivered or of any services hitherto rendered pursuant to the said contract and the price of the services so rendered shall be calculated upon a quantum merit basis.
10. Risk in the goods passes to the customer on delivery  
Property in the goods shall not pass to the customer until the customer has paid their price in full and discharged all other current obligations of the customer to the Company whether in respect of the goods or otherwise.  
Until property in the goods passes the customer holds them as bailee for the Company and must store them separately from all other goods whether of the customer or of and other person and keep them identifiable as the Company's goods  
If payment of the price is overdue (time being of the essence for this purpose) or if the customer becomes insolvent or commences winding-up or commits an act of bankruptcy or has a receiver or administrator appointed the Company may forthwith repossess the goods and for the purpose may enter any premises owned or occupied by the customer  
If the customer sells the goods before property in them has passes such sales shall be made by the customer as fiduciary agent on behalf of the Company and the customer will keep the proceeds of sale separate from the customer's own money on trust for the Company. Notwithstanding such agency, the customer shall have no authority to bind the Company and shall, as between the customer and buyers from the customer, act as principal
11. Save in the case of bankruptcy or winding-up (other than a member's voluntary winding-up or a winding-up for the purpose of reconstruction or Amalgamation) of the customer, the customer shall have no right to set-off monies due to be from the Company to or to the order of the customer to the Company for the goods purchased or services rendered under these terms

**I agree to accept the above terms & conditions      Signed.....      Date.....**