

## **TERMS AND CONDITIONS**

Goods shall remain the sole property of the Company as legal and equitable owner.

### **1 DEFINITIONS**

- (a) "COMPANY" means BRYANS LOCK SERVICES.LTD.
- (b) "BUYER" means the purchaser of the Goods from the Company.
- (c) "GOODS" means the articles, equipment or services to which this document relates.

### **2 GENERAL**

All orders are accepted and all contracts are made subject to the following terms and conditions provided that any special conditions in any quotation, estimate or contract shall prevail to the extent that they are inconsistent with the following terms and conditions.

- (a) If the Company's Terms and Conditions shall be at variance or inconsistent with any printed conditions attached to the Buyer's order then the Company's Terms and Conditions shall prevail and be effective.
- (b) A quotation which is stated to be for a fixed price shall deemed to have been withdrawn in any event unless an order in respect thereof is placed within the period stated in the quotation.

### **3 PRICES**

- (a) Except in respect of an estimate/quotation or acceptance of order where the price is expressly stated to be fixed for a specific delivery period, the Company reserves the right to alter the price in respect of the goods by reference to the price ruling at the date of dispatch of the goods, by any additional sum as may be necessary to cover the increases in cost of the goods (or any other factors affecting the cost of production or delivery) which may occur between the date of conclusion of the contract and the date of dispatch.
- (b) All estimates/quotations assume free access to all areas concerned and all work to be carried out in normal working hours in continuous visits to site.
- (c) Any variations required by the Buyer must be confirmed in writing and will be charged accordingly.
- (d) All carriage charges will be passed on to the Buyer at cost.
- (e) All prices are plus VAT at the current rate.

### **4 DELIVERY**

- (a) Any date or period set out for the delivery of Goods or any part of them shall not be of the essence of the contract and if the Company is prevented from delivering the Goods at the time provided for delivery by reason of any cause outside it's reasonable control then the date or period for delivery shall be extended by the duration of the occurrence.
- (b) The Company reserves the right to supply alternative Goods of similar quality and operation where necessary to fulfil this contract.

### **5 TERMS OF PAYMENT**

Where a Company credit account is held by the Buyer all invoices shall be paid within thirty days from the end of the month in which the Company invoices them, otherwise payment is due on completion. All invoices are nett and therefore no discount can be deducted.

- (a) All other invoices to be paid on completion of work.
- (b) The Company reserves the right to operate a minimum Invoice charge
- (c) The Company reserves the right to request stage payments.
- (d) The Company reserves the right to operate a 30% deposit payable with order.
- (e) The Company reserves the right in the event of none payment to charge interest at the statutory rate per annum from the date on which the account falls due and costs (and late payment charge where applicable) and to demand payment of all outstanding balances whether due or not. Parts of months to be counted as whole months for the purpose of calculation.

### **6 RESERVATION OF TITLE**

Until payment by the Buyer in full of the price and any other monies payable to the Company in respect of the Goods the

### **7 WARRANTIES AND CLAIMS**

- (a) Claims for short delivery of Goods must be made within seven working days of receipt of Goods and confirmed in writing to the Company.
- (b) Claims for none delivery of Goods must be made within seven working days of date of invoice and confirmed in writing to the Company.
- (c) Claims in respect of faults readily discernible on reasonable examination of the goods shall be made on the discovery of such faults but in any event within one month from the delivery of the Goods.

### **8 PASSING OF RISK**

The risk in the Goods shall pass to the Buyer when the Company delivers the Goods in accordance with the terms herein and the Company shall not be liable for the safety of the Goods thereafter.

### **9 BUYERS CANCELLATION OR ALTERATION OF ORDERS**

The Buyer shall not be entitled to cancel this contract or any part thereof (unless under the "Cancellation of contracts made in a Customers Home or place of Work Regulations 2008) except on such terms as to indemnify to the Company any cost incurred by the Company prior to such cancellation agreed in writing. The Company is not bound to agree to any such cancellation and may complete the contract not withstanding any such purported cancellation by the Buyer.

- (a) No variation in the terms of this contract shall bind either party unless such variation is made in writing and signed by the parties to be bound.  
If the Buyer wishes return any Goods otherwise than by reason of any defect and the Company at its discretion agrees to accept the return the Company shall be entitled to charge 15% of the Gross invoice price as a handling or cancellation charge.

### **10 LIMITATION OF LIABILITY**

Where Goods are designed to reduce the risk of loss, damage, and/or injury the Company does not represent or warrant that the Goods may not be neutralised, circumvented, or otherwise rendered ineffective and in such event no liability shall attach to the Company in respect of any loss, damage, and/or injury sustained by the Buyer howsoever caused.

- (a) The Company's aggregate liability in contract or tort for any and all matters (other than sub clause (b) below) arising out of or in the performance of this contract shall not exceed £5000.
- (b) Not withstanding any provision herein contained, nothing in these conditions shall exclude or restrict any liability of the Company for death or personal injury resulting from the negligence of the Company.
- (c) Whilst every care is taken when handling armour plate glass doors during work by the Company liability is excluded for any damage to such doors by any cause whatsoever.

### **11 FORCE MAJEURE**

Any failure of the Company to perform any of its obligations hereunder by reason of Force Majeure, or any cause beyond the reasonable control of the Company shall not be deemed to be breach of this agreement.

### **12 GOVERNING LAW**

This agreement shall in all respects be construed and governed by English law and nothing herein shall affect the statutory rights of the Buyer.

