

## 1. General.

1.1 In these terms and conditions:

- "Company" means Allgood plc its subsidiaries and agents
- "Goods" means the articles equipments and/or services to which this document relates and
- "Buyer" means the purchaser of Goods from the Company.

1.2 All orders are accepted and Goods supplied by the Company subject to these terms and conditions and except insofar as any exclusion or restriction of liability may be prohibited by statute all other conditions warranties and representations express or implied or statutory or otherwise except as to title are hereby excluded. No addition thereto or variation therefrom whether contained in the Buyer's order or otherwise shall apply unless agreed in writing by the Company.

### 2. Orders, Cancellations, Deliveries and Returns

2.1 All orders are subject to availability of Goods and to written acceptance by the Company on its acceptance of order form for the time being in use any prior acceptance by the Company being provisional only. 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 Buyer's commitments to the Company not being met.

2.2 Cancellation of any order or part thereof or rescheduling of deliveries by the Buyer will only be considered by the Company if made in writing. If any order is cancelled or rescheduled by the Company in the aforesaid circumstances or is cancelled or rescheduled by the Buyer then the Buyer shall indemnify the Company against all loss costs (including the cost of all labour and materials used and overheads incurred) damages charges and expenses arising out of the order and the cancellation or rescheduling thereof without prejudice to any other rights of the Company.

2.3 The Company may at its sole discretion accept returns of unwanted Goods.

Goods will only be considered for return if in the original undamaged and unopened packaging and will be subject to a re-stocking charge.

### 3. Prices

3.1 Except in respect of where the price is expressly stated to be fixed for a specific delivery period the Company reserves its right to alter its quotation or order prices in respect of the Goods by reference to the price ruling at the date of despatch of the Goods by any additional sum as may from time to time be necessary to cover increases in the costs of the materials and / or labour (or any other factor affecting the cost of production or delivery) which may occur between the date of contract and the date of despatch.

3.2 Where in a quotation or acceptance of order a price is expressly fixed for a specific delivery period and for any reason (except where the same is due to the fault of the Company) a supply is made under the quotation or order after the end of the said period the Company reserves the right in respect of such supply to charge the price ruling at the date of despatch of the Goods in like manner as in condition 3.1 above.

3.3 A quotation of the Company does not constitute an offer by the Company to supply the Goods and every acceptance of any quotation of the Company and every order by the Buyer in response to any quotation of the Company shall be deemed an offer by the Buyer to the Company and will not be binding on the Company until the Company has given its written confirmation of acceptance of such order.

3.4 A quotation which is stated to be for a fixed price shall be deemed to have been withdrawn in any event unless an order in respect thereof is placed for delivery within the period specified in the quotation.

### 4. Delivery

4.1 Where a quotation or acceptance of order specifies a delivery period but the Company is unable to complete delivery without further information of details from the Buyer and there is in the opinion of the Company a delay on the part of the Buyer in providing the information or details then the Company may if it wishes give notice extending the delivery period and without prejudice to the Company's rights to vary its prices under Condition 3 hereof.

4.2 Any date or period set out therein for the delivery of the Goods or any part of them shall not be of the essence of the contract and if the Company is prevented from delivering any Goods at the time provided for delivery by reasons of any cause outside its reasonable control including but not so as to limit the generality of the foregoing fire explosion plant breakdown interference by labour strikes or lockouts or nonavailability of transport or materials then the period for delivery shall be extended to such extent as shall be reasonable having regard to the circumstances.

### 5. Carriage

5.1 All prices stated or referred to in the Company's quotation or in the Company's acceptance of order exclude any carriage or packing charges which shall be paid by the Buyer.

### 6. Warranties and Claims

6.1 The Company will make every endeavour to supply goods suitable to the Buyer's requirements and accordingly if the Goods after inspection by the Company or its agents are accepted by the Company by reason of faulty material or workmanship as being unmerchantable at the time of supply or unfit for any specific purpose which has been made known to the Company prior to the making of the contract or as differing materially from their description or from any sample supplied the Company undertakes to replace such Goods or (at the option of the Company) to refund the purchase price or a fair proportion thereof. This undertaking by the Company is subject to and conditional upon the following provisions.

6.2 The Buyer must give notice in writing to the Company of any claim within 12 months of receipt of the Goods and within 14 days after the discovery of the claim.

6.3 Such replacement or refund by the Company shall be the absolute limit of the Company's liability to the Buyer in respect of any such Goods and any further claims including claims for consequential loss and damages are excluded.

6.4 Whilst the Company warrants that any survey advice representation schedule or forecast given on the part of the Company from anything said or written in discussions or negotiations between the Company and the Buyer or their respective agents or by the Company to any other parties prior to the making of the contract is given in good faith and after due consideration of the facts before the Company the Company shall be under no legal liability whether in negligence or howsoever in respect thereof to the Buyer or any other person except to the extent to which there is a breach of this warranty.

6.5 No claim can be entertained for Goods short delivered or damaged in transit unless either (where this is possible) a receipt is given to the carrier detailing the shortage or damage at the time of delivery or notification of the shortage or damage is made to the Company within seven days from the delivery of Goods by the carrier.

6.6 No claim for non-delivery of the Goods can be entertained unless the Company is notified in writing within seven days from the date of its invoice for the said Goods.

6.7 Any guarantee or warranty for the Goods is subject to (a) the Company having received full payment for the Goods and (b) the Goods having been maintained and serviced in accordance with the manufacturer's recommendations and/or maintenance requirements.

### 7. Passing of risk

7.1 The risk in the Goods shall pass to the Buyer when the Company delivers the Goods in accordance with the terms hereof to the Buyer or other person to whom the Company has been authorised by the Buyer to deliver the Goods whether expressly or by implication and the Company shall not be liable for the destruction of the Goods thereafter and the Buyer shall insure and protect the Goods thereafter against such risk as may be commercially prudent.

### 8. Payment

8.1 Unless otherwise specifically agreed all invoices are payable against Proforma invoice or by a recognised Credit Card. All prices quoted are exclusive of Value Added Tax unless otherwise stated in writing and the Buyer shall in addition to the price of the Goods pay any Value Added Tax which may be payable.

8.2 If the Company agrees to allow the Buyer credit the Company may at any time at its sole discretion limit or cancel such credit and may require payment of all or any part of contract price for the Goods to be made in cash in advance of delivery or may require guarantees or other security to be provided and any payment or security so required shall be paid or furnished by the Buyer promptly upon such requirement

being notified to the Buyer. The Company shall be under no obligation to deliver the Goods or any part thereof unless and until the Buyer has complied with this condition and has discharged all its other obligations to the Company under the order and on any other account.

8.3 All Goods supplied on credit shall be paid for within 30 days from the end of the calendar month in which they are invoiced by the Company. If any settlement discount is offered by the Company then the same shall be deductible only if the Goods are paid for within the said period of 30 days and on no account shall discount be deductible from the Value Added Tax.

8.4 Payment of an account in full by the due date shall be a condition precedent to future deliveries under the same or any other contracts existing between the Company and the Buyer and the Company may suspend delivery thereof until this condition is satisfied.

8.5 If the Buyer fails to make payments for Goods supplied as aforesaid then without prejudice to any other rights the Company may have, the Company shall be entitled to exercise its statutory rights to claim interest and compensation for debt recovery costs under the current late payment legislation.

### 9. Property in Goods

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

(a) Property in the Goods shall remain with the Company.

(b) The Buyer shall hold the Goods as bailee for the Company and shall so store and protect them so that they shall at all times be identifiable as Goods of the Company provided that the Buyer may until the occurrence of any of the events specified in condition 10 below sell process or otherwise dispose of or deal with the Goods in ordinary course of its business.

### 10. Buyer's Default

10.1 If the Buyer shall default in or commit breach of any of its obligations to the Company or if the Buyer (or when the Buyer is a firm any partner in that firm) shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so or any application shall be made under any bankruptcy act for the time being in force for sequestration of his estate or a trust deed shall be granted by him on behalf of his creditors or the Buyer being an incorporated body if any resolution or petition to wind up its business shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver or manager of the Buyer's undertaking property or assets or any part thereof shall be appointed or if the Buyer shall be insolvent or shall be unable or be deemed unable or shall admit its inability to meet its commitments promptly as and when due or if any other event shall occur which in the Company's opinion gives ground for believing that the Buyer's ability to perform its obligations under any order may be impaired then and in any such event or the equivalent thereof in the Buyer's country of domicile the company may (without prejudice to any other right or remedy which it might have):

(a) forthwith determine all or any orders in whole or in part by notice in writing;

and/or

(b) repossess any of the Goods held by the Buyer in which property has not yet passed to the Buyer and for this purpose enter upon any premises of the Buyer and sever the same from any assets of the Buyer; and/or

(c) forthwith demand immediate payment of the contract price of the Goods and all other sums which may be outstanding to the Company on any account whereupon the same shall become immediately due and payable; and/or

(d) resell all or any of the Goods without further notice to the Buyer upon such terms and conditions as the Company may in its discretion determine.

### 11. Design

11.1 The Company reserves the right to alter modify or improve the design of any Goods without notification and Buyer's orders will be executed with current production.

11.2 Where Goods are ordered in accordance with the designs drawings and specifications or samples furnished by the Buyer or compiled on behalf and approved by the Buyer the Buyer shall indemnify the Company against all liability or alleged liability in respect of any infringement of intellectual property rights of third parties arising out of the manufacture sale or use of such Goods and against all claims demands proceedings damage costs and expenses arising in respect of such liability or alleged liability.

### 12. Installation and site works

12.1 Any reference to "Installation" only refers to quotations where installation has been expressly stated to be included in a hardware set and only refers to hardware doors. All other doors and Goods are to be fitted by others, unless otherwise stated.

12.2 All prices quoted are subject to confirmation following receipt of full door and frame details and full site survey. If as a result of the survey or on receipt of full details additional equipment is required additional charges will be made. It is the responsibility of the Buyer to ensure that all information is made available to the Company at the appropriate time.

12.3 All prices quoted are on the basis that the Company will be permitted continuous and uninterrupted working and full, unrestricted access to all areas during the installation and are based on site works being carried out in one continuous visit during normal working hours between Monday and Friday only.

12.4 In the event of any delay or disruption to the installation works the Company shall be entitled to reasonable extension of time for completion and the extra cost of any weekend shift out of hours working return visit or waiting time caused by or executed at request of the Buyer or to rectify delays caused by the Buyer shall be added to the price at the Company's surcharge rate plus any additional travel costs.

12.5 Preparatory and other work to be carried out and goods to be supplied and/or services or attendances to be provided by the Buyer its servants or agents or by third parties shall be executed to the Company's satisfaction Delivery and Installation

12.6 All Delivery and/or installation times and periods are estimates only and will be confirmed upon receipt of order and all necessary manufacturing details.

12.7 Following receipt of an order, the Company requires notice in writing from the Buyer a minimum of 4 weeks before commencement of installation to allow works to be scheduled.

12.8 For installation the Company must be contacted at time of electrical first fix to enable containment details to be discussed.

12.9 Not less than 5 working days before commencement of the installation the Buyer shall provide to the Company a signed Site Ready Sheet. The Company reserves the right not to attend site until a signed Site Ready Sheet has been provided and notice has been given under condition 11.7 above.

12.10 The Buyer is to provide vehicular access and parking on site free of charge. Any additional costs incurred by the Company for parking will be passed on as an additional charge.

12.11 In the event that the Company is not permitted to complete the commissioning and demonstration of the system in the same visit as the installation the cost of returning to site to complete the commissioning and/or demonstration at a later date will be an additional charge.

12.12 Until the commissioning and demonstration has been completed the equipment must not be used and the system should be immobilised to prevent it being operated. No liability will be accepted for loss or damage caused to the Goods or injury to persons by unauthorised use. Call-outs to site due to misuse or vandalism will be chargeable.

### Warranty

12.13 Electrical door products carry a twelve month warranty other than where damage is caused by misuse abuse lack of maintenance or adjustment of the door.

### Electrical Requirements

12.14 The Buyer shall provide the following facilities free of charge:-

a) Connection to a fire alarm system (if required) will require 1 pair of normally open volt free contacts with optional relay contacts to be supplied terminating at each drive unit location by the Fire Alarm Contractor.

b) Any concealed containment (inc. draw wires). Cabling to activation devices will be otherwise fitted by the Company in white plastic surface mini trunking at a distance deemed to be reasonable by the Company.

c) Where access controls or locking mechanisms are to be supplied by others, the Buyer must provide a clearly marked pair of contacts adjacent to the control unit to allow final connection at the time of installation. If the

Company is required to undertake additional control cabling to these devices or additional visits then extra charges will be levied.

For automatic doors:-

d) 1no. live 240volt 5amp switched fused spur to each opening leaf positioned within 1 metre above the door operator location subject to site conditions.

e) Power to the fused spur, at the time of installation, to allow set up, test and commissioning of equipment.

### Builders Work

12.15 The price quoted is based on installation by the Company within a prepared structural opening with finished floor level in position prior to our agreed site commencement date. Openings must be true and plumb to allow commissioning of door leaves. An adequate solid vertical surface, above the door, for fixing our automatic opening equipment must be provided and builder's work details can be supplied by the Company if requested.

12.16 Where the quotation includes Second Fix and Commissioning of the specified equipment all containment drilling and cutting into doors and/or frames shall be completed by others free of charge. The Company will take reasonable steps to avoid causing damage to door frames walls and the like but all making good and redecorating will be carried out by others at no cost to the Company.

12.17 The Buyer shall be responsible without charge to the Company for:

(i) off-loading;

(ii) provision maintenance erection and dismantling of any necessary scaffolding staging towers access equipment etc and provision of any necessary mobile cranes hoists and the like and should it be a requirement for the Company to provide any Working at Height equipment then extra charges will be levied.

(iii) builder's or civil work including excavation cutting away and making good including to any damage to decorative finishes in the work area and any decoration required after installation;

(iv) any removal dismantling and reinstatement of existing structure and equipment including doors frames and screens and removal of any redundant items etc from the job site;

(v) provision of power light fire fighting equipment temporary screen or enclosures first aid facilities site huts store huts messing facilities toilets etc;

(vi) connections of main services to the installed goods;

(vii) waiting time multiple visits to site and interrupted working by other trades;

(viii) providing an adequate facility to the Company for indoor storage of Goods in close proximity to installation area.

### Set-up and Training

12.18 Prices for Set-up and Training are based on a single visit for both Set Up and Training for the Access Control system. Training will be carried out during the system Set-Up stage. Should this not be possible an additional charge will be levied for subsequent days.

12.19 All equipment must be installed and operating on factory default and software and programming devices must be available prior to Training commencing.

12.20 For computer based systems the Buyer must provide a computer for the Company's use to enable installation of software and subsequent programming of equipment.

12.21 All relevant information must be provided by the Buyer at time of system Set-Up to enable a fully operational system. Information required will include Names, Access Levels, Time Periods and the like.

12.22 In the event that the Company is required to change the system from factory default to a unique default, in advance of the full Set-Up of the system, an additional charge will be levied.

12.23 If the Buyer requires databases to be installed on its IT network then an appropriate IT representative of the Buyer must be present.

12.24 The Company cannot accept liability should any conflict of programmes occur on a Buyer's computer.

### Safety Information

12.25 To comply with Health and Safety requirements it may be necessary for the Buyer to provide an alternative means of entry / exit to the building to be used whilst work is being carried out.

12.26 The Company will supply door safety signage in respect of the installation work. The Company accepts no liability for any loss damage or injury that may occur as a result of the unauthorised removal of door signage by others.

12.27 For automatic doors, the Buyer must ensure that on completion of the installation, daily safety and operational checks are carried out by suitably trained personnel.

12.28 The Buyer must also ensure that periodic safety checks are carried out to ensure that the equipment remains in good working order.

### Additional Requirements

12.29 In the event that the Company's operatives are required to attend a Site Induction course of more than 1 hour additional charges may be levied.

12.30 Any plant or equipment provided by the Company in relation to the performance of the Company's obligations is provided exclusively for the use of the Company or its agents or employees and any other persons using such plant or equipment do so at the Buyer's risk. The Buyer indemnifies the Company against any claim made against the Company in respect of the use of such plant or equipment and for making good any damage so caused.

### 13. Limitation of liability

13.1 It is expressly stipulated that in the event of any claim on any ground being made by the Buyer against the Company in respect of the Goods or any matter arising from or in relation to the order relating thereto the liability of the Company shall be limited (in respect of each claim or series of connected claims) to the invoice value of the Goods and under no circumstances shall the Company be liable for loss of profit or any consequential loss howsoever arising.

13.2 In the event that any provision of these Terms and Conditions are deemed invalid or unenforceable in any jurisdiction, all other provisions will remain in full force and effect and the affected provision will be modified only to the extent of such invalidity or unenforceability in that jurisdiction and shall otherwise remain in full force and effect. These Terms and Conditions will remain in full force and effect in any jurisdiction without such restriction.

### 14. Data Protection

14.1 By submitting information to the Company, the Buyer (and each individual as applicable) consents to such information being processed by the Company in accordance with the Data Protection Act 1998 ("DPA").

14.2 The Buyer consents to the Company using such information as follows:-

(a) To supply Goods as requested by the Buyer including such transfer of the information to employees, agents and third parties as required for this purpose;

(b) For the Company's internal administration purposes including the transfer between departments divisions of companies within the Company;

(c) To market the Company's Goods to the Buyer (and each individual as applicable);

(d) To transfer ownership of the information on sale or merger of all or any part of the Company;

(e) To process the information to obtain legal advice, comply with legal requirements protect the Company's rights and property and the safety of the Company's employees clients suppliers and others.

### 15. Law Applicable

15.1 Each order and these terms and conditions shall be governed by and construed in all respects in accordance with the laws of England.

### 16. Waiver

16.1 Failure or delay by the Company to enforce any of its rights against the Buyer shall not be construed as a waiver of such rights.

### 17. Relaxation

17.1 These terms and conditions of sale enable the Company to maintain a cost effective service to the Buyer. Relaxation of any of them may be available for an agreed consideration.