

SCAN-X SECURITY TERMS AND CONDITIONS FOR THE SALE OF GOODS

1 Interpretation

1.1 In these Terms:

"Buyer" means the person(s) whose order for the Goods is accepted by the Seller either orally or in Writing;

"Contract" means the contract for the sale and purchase of the Goods;

"Goods" means any goods manufactured and/or supplied by the Seller in accordance with these Terms;

"Price" means the price to be paid by the Buyer to the Seller in accordance with the provisions of clause 4.

"Seller" means Scan-X Security Limited (registered in England under company registration number 07199141);

"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 Buyer and the Seller;

"Writing" and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

"Delivery Date" means the date agreed in writing including via e-mail between the Buyer and Seller upon the Seller receiving a formal order from the Buyer.

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

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Buyer's order, whether Written or oral, (if accepted by the Seller), subject to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller either orally or in Writing.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer, within a sufficient time, to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quality and description of the Goods and any specification for them shall be as set out in the Seller's quotation.

3.4 The Seller will supply the Goods to the specification and the Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, changes which do not materially affect their quality or performance.

3.5 The Seller shall deliver the Goods to the Buyer at the Delivery Location on the Delivery Date during the Buyer's usual business hours. The delivery date and time will be outlined on the Customer PO and accepted by the suppliers Order acceptance form.

3.6 For the avoidance of doubt, delivery date is the date agreed in writing including via e-mail between the Buyer and Seller upon the Seller receiving a formal order from the Buyer

3.7 If the Goods are not delivered on the Delivery Date, or does not comply with the undertakings set out in Clause 3 then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Buyer may exercise any one or more of the following remedies:

(a) To terminate the agreement;

(b) To reject the Goods (in whole or in part) and return it to the Seller at the Seller's own risk and expense;

(c) To require the Seller to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

4 Terms of payment

4.1 The Buyer shall pay the Price by cheque, BACS or cash, within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the Price of the Goods, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time for payment of the Price shall be of the essence of the Contract.

4.2 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the Price of the Goods on the date of despatch to or collection by the Buyer.

4.3 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

4.3.1 cancel the contract or suspend any further deliveries to the Buyer;

4.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

4.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 2 per cent per annum above the 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 purpose of calculating interest).

5 Risk and property

5.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery by the Seller to the address stipulated, or, at the time of collection of the Goods by the Buyer

5.2 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these terms, the property in the goods shall not pass to the buyer until the seller has in cash or cleared funds payment in full of the price of the goods.

5.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identifiable as the Seller's property.

5.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

5.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

6 General

6.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office (if applicable) 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.

6.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

6.3 If any provision of either these Terms and Conditions or Contract are 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 Terms and Conditions or the Contract and the remainder of the provision in question shall not be affected.

6.4 The Provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to any Contract and a person who is not a party to the Contract shall have no right under that Act to enforce any term of the Contract.

6.5 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts, in relation to any claim or matter arising out of the Contract.

6.6 These Terms and Conditions together with the documents referred to herein set out the entire agreement between the parties in connection with the transaction contemplated by the Terms and Conditions.