

# AVIRE Trading Ltd (the “Company”)

## Standard Terms & Conditions of Sale

All contracts of sale by the Company shall be on and subject to these Standard Terms & Conditions of Sale (the “Conditions”).

The “Customer” is the person, firm or company Purchasing the “Goods” from the Company

The “Goods” are the goods or services provided by the Company, details of which are set out on the reverse of these Conditions or related quotations, order acknowledgements, or invoices.

1.1 **INFORMATION ABOUT GOODS.** Any description, specification or drawing published by the Company in relation to the Goods shall not form part of any contract of sale by the Company.

1.2 The Customer in assessing whether the goods are reasonably fit for any particular purpose for which it is purchasing them has not relied on the skill or judgement of the Company.

2.1 **ORDERS.** No order shall be binding on The Company unless and until expressly accepted by The Company in writing.

2.2 No order given may be cancelled or amended unless agreed by The Company in writing.

3.1 **CONTRACT.** The Company shall sell and the Customer shall purchase the Goods in accordance with the written order of the Customer accepted by The Company in writing (the “Order”) and with these Conditions (together the “Contract”).

3.2 The Contract represents the entire understanding and supersedes any previous agreement between The Company and the Customer in relation to their subject matter.

3.3 The Contract shall not in any circumstances whatsoever be or be deemed to be affected by any previous dealings with the Company and any previous terms and/or conditions issued by the Company are superseded.

3.4 Where the order acceptance is on terms which vary from those set out in these Conditions, those terms shall prevail, but otherwise these Conditions shall be deemed to be part of the Contract.

4.1 **PRICE.** The Price payable for the Goods shall be the price agreed with the Company through a quotation and that is specified in the Order, provided that the price matches the quotation and is valid at time of order placement, that the Company may at any time before delivery, without notice, increase the Price.

4.2 The Price is exclusive of Value Added Tax and the Customer shall pay Value Added Tax in respect of the Price at the standard rate prevailing at the date of shipment, together with all other taxes, duties or imports arising in connection with the sale.

5.1 **PAYMENT.** Payment of the Price shall be made in the currency agreed with the Customer, at the office of the Company within the payment terms agreed with the Customer or if no payment term is established then full payment should be made prior to shipment. All payments shall be made in full without deduction in respect of any right of set-off or counter-claim or settlement discount.

5.2 If the Customer fails to make due payment under the Contract, the Company shall be entitled to interest at the rate of 4% above the base rate of HSBC Bank PLC from time to time on all outstanding sums from the date that payment fell due until payment is received.

5.3 If the Customer fails to make due payment under the Contract, the Company shall be entitled to treat the Contract as repudiated by the Customer.

5.4 The Company reserves the right to suspend delivery in respect of any order or orders from the Customer from time to time if any account is not paid when due.

6.1 **DELIVERY.** The Customer shall promptly, on request made at any time by the Company, provide the Company with any information or instruction it may require in order to supply the Goods.

6.2 Normal delivery terms are ex-works, despatch from Company works (where applicable) shall be deemed to be delivered to the Customer unless the Contract states otherwise.

6.3 Where the Contract provides that delivery is the Company’s responsibility:

6.3.1 Any delivery time indicated by the Company is an estimate only and not an essential term of the Contract;

6.3.2 The Company shall deliver the Goods to the agreed delivery address. Delivery shall be deemed to take place when the Goods arrive at the Delivery Address (before unloading);

6.3.3 The Company shall not be liable for any damage to, deterioration in, or partial loss of the Goods in transit if the matter should have been apparent on a reasonable examination on delivery, unless the Company receives written notice thereof from the Customer within 7 days of delivery; and

6.3.4 Where the Company has made part delivery of the Goods it will not be taken under any circumstances to have agreed to waive any lien or right of retention on the remainder of the Goods or to give up possession of the whole of the Goods unless expressly so agreed in writing.

6.4 Where Customer has rejected any of the Goods or notified any damage or deterioration under this clause, the Customer shall, if requested to do so by the Company, return the Goods to the Company within seven (7) days of such request.

6.5 The Company will endeavour to deliver the equipment by the date, specified time for delivery shall not be of the essence and the Company shall not be liable for any damages whatsoever resulting from delay in delivery howsoever caused. 6.6 If the Customer fails to take or accept delivery of the Goods within three (3) Business Days of The Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or The Company’s failure to comply with its obligations under these Conditions:

6.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Customer that the Goods were ready; and

6.6.2 The Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

7. **RISK.** All risk in the Goods shall pass to the Customer on delivery.

8.1 **TITLE --- RETENTION OF TITLE.** Notwithstanding delivery the property in the Goods shall remain in the Company and shall not pass to the Customer until The Company has received payment in full in respect of the Company’s Goods, including but not limited to Value Added Tax, interest owed or accrued. 8.2 During such time as the property in the Goods remains in The Company, the Customer in possession of the Goods shall hold the Goods as bailee of The Company and shall have power to deal with the Goods in normal course of its business.

9.1 **INTELLECTUAL PROPERTY** All patent, design, trademark, copyright and other industrial or intellectual property rights of The Company of whatever nature in respect of the Goods, any of their constituent parts, their packaging or other material supplied with the Goods shall remain the absolute property of and vested in The Company.

9.2 The Customer shall indemnify and keep indemnified The Company against any and all loss, damage, claims costs and expenses whatsoever suffered or incurred by The Company in connection with any infringement of any patent, design, trademark, service mark, copyright or other industrial or intellectual property right of any other person in connection with The Company’s use or application in relation to the Goods or possession of any material or information or instruction supplied by the Customer in relation to the Goods.

10.1 **WARRANTY.** The Company warrants that save only as provided in the Conditions, the Goods will on delivery correspond with the Company’s specifications in respect of them current at the time of delivery.

10.2 Should any parts or components manufactured by the Company be broken or become defective within the warranty period (see clause 10.5) from the date of delivery the Company undertakes to replace or repair the same free of charge provided that:

10.2.1 The Company is satisfied that the breakage of or defect in the said parts was due to a defect in workmanship or materials;

10.2.2 Written notice of the breakage or defect is given to the Company within seven (7) days of the discovery of said breakage or defect;

10.2.3 The Company is satisfied that each of the said parts has been properly maintained by The Customer and has not been operated beyond the limits of rated capacity and normal usage;

10.2.4 The said part or parts shall have been supplied by The Company direct to The Customer or are parts of equipment so supplied;

10.2.5 Each broken or defective part is upon request by The Company immediately returned, carriage paid, to The Company; and

10.2.6 The Company shall not be liable for the cost of removal of the broken or defective part or the cost of fitting the new or repaired part; and 10.2.7 The product has not been tampered with, opened or repaired by an unauthorised person for inspection, testing or any other reason.

10.3 Any part supplied or repaired by The Company in accordance with clause 10 hereof shall be delivered by The Company, carriage paid, to the Customer

10.4 These provisions are in lieu of any implied conditions, guarantees or warranties whatsoever, and whether statutory or otherwise, as to the equipment, all of which are hereby expressly excluded.

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10.5 The warranty period for the products supplied are as follows:

10.5.1 Displays and accessories – 12 months from time of installation or 18 months from time of delivery, whichever is sooner;

10.5.2 Emergency Telephones and accessories – 24 months from time of installation or 30 months from time of delivery, whichever is sooner

10.5.3 L---Class and M---Class Light Curtains – 12 months from time of installation or 18 months from time of delivery, whichever is sooner;

10.5.4 Panachrome, Pana40+, and E---Series Light Curtains – 24 months from time of installation or 30 months from time of delivery whichever is sooner; and

10.5.5 All other products not specifically stated above - 12 months from time of installation or 18 months from time of delivery, whichever is sooner

10.6 No return of product shall be accepted by the Company without a Return Material Authorisation (RMA) number which shall be issued at the Company’s sole discretion. Product returned without authorization may be subject to delay in handling or returned to the Customer, at the Customer’s expense. The Company shall not be responsible for material returned unless returned with a valid RMA number. All items returned shall be packaged with at least the equivalent of the original packing method and material. The Company reserves the right to issue credit for defective materials where availability makes replacement impractical. All products found not defective shall be returned to the Customer, transportation charges included. The Company cannot accept billing for packing, inspection or labour charges in connection with any return. All claims for shortages, damage or errors must be made within seven (7) days of receipt of shipment. No claims will be honoured thereafter. There will be a 25% restock charge on all returns for credit. Product that has failed during the warranty period will be evaluated to determine the cause of failure. Returned products that fail published in specification (allowing for normal wear) as a result of a manufacturing error or defect will be repaired or replaced under the terms of warranty. Failures that result from causes not covered by warranty may be subject to a minimum evaluation or repair charge. Products that have exceeded the warranty period (see clause 10.5) will be subject to a minimum evaluation or repair charge.

11.1 **LIABILITY.** The implied terms in the Sale of Goods Act 1979 are excluded in respect of Customer’s dealing otherwise than as consumer, except the implied terms about title.

11.2 Save only as provided in these Conditions, The Company shall not be liable for any defect in the Goods caused by the manufacture of the Goods in accordance with any material, information or instruction supplied or provided by the Customer. The Customer shall indemnify and keep indemnified The Company against any and all loss, damage, claims, costs and expenses suffered or incurred by The Company in connection with any such defect.

11.3 Save only as provided in these Conditions, The Company shall not in any event be liable for any special, indirect or consequential loss, damage, costs or claims including but not limited to loss or damage resulting from negligence and loss of profit or revenue.

11.4 The Company’s aggregate liability to the Customer in respect of any and all causes of action arising at any time in connection with the Goods, the Contract or its other subject---matter shall not exceed 125% of the price of the defective goods, which is the sum the Customer agrees is reasonable.

11.5 These Conditions shall not exclude, restrict or limit any liability, the exclusion, restriction or limitation of, which is for the time being prohibited by legislation or any right or remedy in respect of any such liability.

11.6 Each of the exclusions, restrictions and limitations of The Company’s liability in these Conditions shall be separate and severable from every other such exclusion, restriction or limitation. If a court or competent jurisdiction finds any such exclusions, restrictions and limitations to be un---enforceable to any extent the exclusions, restrictions and limitations shall save to such extent remain in full force and effect.

12.1 **USE AND SAFETY** The Goods are designed only for use in accordance with the Company’s operating and maintenance instructions in relation to the Goods at the time of delivery. The Company warns that use, repair or adaptation of the Goods in any other manner may result in damage to the Goods or other property and/or affect the safety of the Goods.

12.2 No undertaking is given by The Company that the Goods will not infringe the Letters Patent or any other industrial property rights of any third party and the Customer accepts the Goods on this understanding and agrees not to pursue any claim against the Company and to hold The Company harmless in respect of any alleged or actual infringement of such third party rights.

12.3 Save only as provided in these Conditions, The Company shall not be liable for any loss or damage caused wholly or partly by the fitment to the Goods of any part, accessory or item of equipment which has not been manufactured or approved by the Company or by misuse of the Goods or failure to follow operating or maintenance instructions supplied by The Company. The Customer shall indemnify and keep indemnified the Company against any and all claims whatsoever in respect of any such loss or damage.

13.1 **GOODS PURCHASED FOR RESALE** In respect of any goods which are purchased by the Customer for resale, the Customer shall not apply its own trade or other marks to the Goods or their packaging without the written consent of the Company.

13.2 In respect of any Goods which are purchased by the Customer for resale, the Customer shall not alter or interfere with the Goods and shall comply with all applicable legislative and other requirements and standards and The Company’s instructions in relation to the storage, handling and safety of the Goods. The Customer shall indemnify and keep indemnified the Company against any and all losses, damages, claims, costs and expenses suffered or incurred by The Company arising from any failure by the Customer to comply with this clause.

14.1 **DEFAULT AND TERMINATION.** If any of the events specified in clause 14.2 occurs all monies accrued owing under the Contract shall become immediately due and payable and The Company shall be entitled at any time thereafter to terminate the Contract and any other contract between the Company and the Customer by notice and/or to suspend further deliveries of Goods the subject of any or all such contracts.

14.2 The events referred to in clause 14.1 are:

14.2.1 The Customer makes default in or commits a breach of the Contract;

14.2.2 Any distress or execution is levied upon the Customer’s property or assets;

14.2.3 The Customer makes or offers or proposes to make any arrangement or composition with its creditors, any resolution or petition to wind up the Customer is passed or presented, any petition for an administration order in respect of the Customer is presented, a petition for a bankruptcy order is made against the Customer, or a receiver or manager of the Customer’s undertaking, property or assets or any part thereof is appointed; or

14.2.4 The Customer fails to provide any letter of credit, bill of exchange or other security requested by the Company.

15. **FORCE MAJEURE** Should The Company be prevented from or hindered or delayed in performing any of its obligations under the Contract by reason of strike, lock---out or trade dispute, acts of national or local government or other authority, Act of God, storm, tempest, fire, flood, explosion, accident, theft, civil disturbance, insurrection or war or by any other causes whatsoever beyond The Company’s reasonable control then the Contract may be suspended and/or cancelled (whether or not while suspended) by The Company without notice and the Company shall have no liability in relation to any failure by it caused by such prevention, hindrance or delay, or any such delay, suspension or cancellation.

16.0 **ETHICAL BUSINESS PRACTICES, ANTI-BRIBERY AND ANTI-CORRUPTION.** The Company and their parent company Halma plc., take a proactive stance on integrity in business and the codes of conduct and policies that support the maintenance of a strong relationship.

16.1 The Customer will:

16.1.1 Comply with all applicable laws, regulations, codes and sanctions relating to ethical business practices, anti---bribery and anti---corruption including, but not limited to:

16.1.1.1 Local and national laws in the territories in which it operates.

16.1.1.2 The UK Bribery Act 2010.

16.1.1.3 The US Foreign Corrupt Practices Act 1977.

16.1.1.4 The UN Convention against Corruption.

16.1.1.5 The UK Modern Slavery Act 2015

16.1.2 Comply with the Halma plc. “Group Code of Conduct relating to bribery and corruption” which may be found on the Halma website ([www.halma.com](http://www.halma.com)).

16.1.3 Have in place, its own policies and procedures to ensure compliance with this clause.

16.1.4 Ensure that all parties with which it is associated or who are providing goods or services in connection with this Agreement (including sub---contractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this clause.

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16.1.5 Maintain complete and accurate records of all transactions and payments related to this Agreement and, on reasonable request, disclose details of those transactions and payments to the Company.

16.1.6 On reasonable request confirm in writing to The Company that it has complied with the requirements of this clause and, if so requested, allow the Company to verify this compliance by way of an audit of its records.

16.1.7 Immediately inform The Company if it suspects or becomes aware of any breach of this clause by one of its employees, sub-contractors, agents, consultants or other intermediaries and provide detailed information about the breach.

16.2 The Customer will indemnify, keep indemnified and hold harmless (on a full indemnity basis) The Company against all costs, expenses and losses that The Company incurs or suffers as a result of any breach by The Customer of any of its obligations under this clause. This indemnity will not apply to any fine levied on The Company as a result of the Company's criminal liability.

16.3 If the Customer breaches this clause The Company shall have the right to terminate without notice and with immediate effect and will be in no way liable to The Customer in respect of such termination for payment of damages or any other form of compensation.

17.1 **GENERAL** Each of the rights and remedies conferred on The Company by these Conditions shall be in addition and without prejudice to any other right or remedy which The Company may have under these Conditions or otherwise and in particular to any right to payment of all sums due or to become due in respect of the Goods.

17.2 No failure by the Company to enforce any of its rights under The Contract, or delay by The Company in enforcing any such rights, whether or not after knowledge of any breach of the Customer, shall constitute waiver thereof.

17.3 If any of these clauses shall be held unenforceable, the remaining clauses shall not be prejudiced thereby and shall continue in full force and effect.

17.4 Save only as provided in these Conditions time shall not be or be deemed to be of the essence of the Contract.

17.5 The Contract shall be personal to the Customer and the Customer shall not assign any of its rights under the Contract without the prior written consent of The Company.

17.6 Any notice under the Contract shall be given by letter, email or by telex, facsimile transmission or cable.

17.7 Any reference in these Conditions to any provision of legislation shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. Words in the singular include the plural and vice versa. The headings in these Conditions are for convenience only and shall not affect their interpretation.

17.8 The Contract shall be governed by and construed in all respects in accordance with English law and the Customer shall submit to the jurisdiction of the Supreme Court of Justice in England in respect of any matters which may arise in connection with the Contract unless otherwise agreed in writing with The Customer.

17.9 The Contract represents the entire understanding between the parties and supersedes any previous agreement between The Company and the Customer in relation to the subject matter.