



CAMLOCK TERMS AND CONDITIONS

1 Basis of contract

- 1.1 These terms and conditions as amended from time to time in accordance with clause 12.7 ("**Conditions**") apply to the contract ("**Contract**") between Camlock Systems Limited registered in England and Wales with company number 1323911 ("**Camlock**") and the business purchasing goods from Camlock ("**Customer**") and shall apply to any goods ordered under the contract or any part of them ("**Goods**") to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Customer's order for the supply of Goods ("**Order**") constitutes an offer by the Customer to purchase Goods in accordance with these Conditions. Orders should be placed through Camlock's website or by email. An Order shall only be deemed to be accepted when Camlock issues written acceptance of the Order or despatches the Goods, at which point and on which date the Contract shall come into existence. Following acceptance of an Order by Camlock, the Customer may not cancel or vary the Order without Camlock's written agreement.
- 1.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Camlock which is not set out in the Contract. Any samples or descriptions of the Goods are solely for giving an approximate idea of the Goods. They shall not form part of the Contract or have any contractual force.
- 1.4 Goods may be purchased as alterations to existing designs or as bespoke products (together "**Bespoke Goods**") or as off the shelf-products. The specification and any relevant plans or drawings ("**Specification**") for any off the shelf Goods will be provided by Camlock. For Orders of Bespoke Goods, the Specification will be agreed between Camlock and the Customer (and Camlock may charge such design fees as are agreed between the parties)
- 1.5 The Customer shall ensure that the terms of the Order and any Specifications for Bespoke Goods are complete and accurate.

2 Specification

To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer:

- 2.1 The Customer shall indemnify Camlock against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Camlock in connection with any claim made against Camlock for actual or alleged infringement of a third party's rights (including but not limited to IPR as defined in clause 7) arising out of or in connection with Camlock's use of the Specification.
- 2.2 Camlock reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 2.3 Camlock shall, upon agreeing the Specification (if requested in writing by the Customer) provide a prototype of the relevant Goods for approval by the Customer as materially complying with the Specification. The Customer shall notify Camlock in writing within 10 Business Days (being any weekday, other than a public holiday in England, when banks in London are open for business) of receipt of the prototype if it is accepted or if any amendments are required to ensure the prototype materially complies with the Specification. If the Customer fails to notify Camlock prior to the first scheduled delivery of the Goods, it shall be deemed to have accepted the prototype.

3 Delivery of Goods

- 3.1 Camlock shall deliver the Goods to (or, if agreed, the Customer shall collect the Goods from) the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Camlock notifies the Customer that the Goods are ready. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location, except where the Goods are to be collected from Camlock's premises, in which case delivery shall be completed on completion of loading of the Goods at collection.
- 3.2 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Camlock shall not be liable for any failure to or delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Camlock with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If Camlock fails to deliver any Goods, its liability shall be limited to refunding the Fees paid for them or delivering those Goods at a later date.
- 3.3 Camlock may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4 Quality of Goods

- 4.1 Camlock warrants that on delivery, and for a period of 12 months from the date of delivery ("**warranty period**"), the Goods shall:
 - 4.1.1 conform in all material respects with their description and any applicable Specification;
 - 4.1.2 be free from material defects in design, material and workmanship; and

- 4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 4.1.4 Subject to clause 4.2, Camlock shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
 - 4.1.5 the Customer gives notice in writing that some or all of the Goods do not comply with the warranty set out in clause 4.1:
 - 4.1.5.1 in the case of a defect that is apparent on normal visual inspection, within 3 Business Days of Delivery; or
 - 4.1.5.2 in the case of a latent defect, during the warranty period within 3 Business Days of discovery;
- 4.1.6 Camlock is given a reasonable opportunity of examining such Goods; and
- 4.1.7 the Customer (if asked to do so by Camlock) returns such Goods to Camlock's place of business in the original packaging where possible and otherwise in compliance with Camlock's postage and packaging requirements.

- 4.2 Camlock shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if:
 - 4.2.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.1.4;
 - 4.2.2 the defect arises because the Customer failed to follow good trade practice or Camlock's oral or written instructions in relation to the Goods;
 - 4.2.3 the defect arises as a result of Camlock following any drawing, design or Specification supplied by the Customer;
 - 4.2.4 the Customer alters or repairs such Goods without the written consent of Camlock;
 - 4.2.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 4.2.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 4.3 Except as provided in this clause 4, Camlock shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.4 Where Goods are provided which use combination keys or number codes, Camlock takes all reasonable steps to ensure that the keys or codes programmed into the Goods are secure, it does not warrant that any keys or codes are exclusive to the Goods into which they are programmed, as they may be (by chance) replicated in other Goods using combination keys or number codes.
- 4.5 These Conditions shall apply to any repaired or replacement Goods supplied by Camlock under clause 4.1.4.

5 Title and risk

- 5.1 The risk in the Goods shall pass to the Customer on completion of delivery. Title to the Goods shall not pass to the Customer until Camlock has received payment in full for the Goods and any other goods that Camlock has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 5.2 Until title to the Goods has passed to the Customer, the Customer shall store the Goods separately from all other Goods held by it so as to identify them as Camlock's property, maintain them in satisfactory condition and keep them insured against all risks for their full price, and notify Camlock if it becomes subject to any of the events listed in clause 9.1.2.
- 5.3 Notwithstanding clause 5.1, and subject to clause 5.4, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Camlock receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 5.3.1 it does so as principal and not as Camlock's agent; and
 - 5.3.2 title to the Goods shall pass from Camlock to the Customer immediately before the time at which resale by the Customer occurs.
- 5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1.2 or materially breaches the Contract, then, without limiting its other rights or remedies, Camlock may enter upon any land or premises where the Goods may be located and the Customer shall provide such access and assistance as are necessary for Camlock to recover possession of them.

6 Charges and payment

- 6.1 The price for Goods shall be the price set out in the Order or agreed in writing between the parties or, if no price is quoted, Camlock's standard prices as at the date of delivery. All sums payable under the Contract ("**Fees**") are exclusive of all VAT and other applicable taxes, and the Fees for the Goods exclude the costs and charges of packaging, insurance and transport of the Goods, all of which shall be paid by the Customer at the applicable rates.
- 6.2 Camlock reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Camlock that is due to:

- 6.2.1 any factor beyond the control of Camlock (including increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 6.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 6.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Camlock adequate or accurate information or instructions in respect of the Goods.
- 6.3 Payment for the Goods and all applicable charges shall be in advance, unless otherwise agreed between the parties. Where payment is not in advance, Camlock shall invoice the Customer on acceptance of the Order or (if agreed between the parties) following delivery of the Goods, and the Customer shall pay each invoice submitted by Camlock on or before the last day of the month following the one in which the invoice is dated (or such other period as is agreed between the parties) in full and in cleared funds. Time for payment shall be of the essence of the Contract.
- 6.4 If the Customer fails to make any payment due to Camlock under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above National Westminster Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Camlock may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Camlock to the Customer.
- 7 Intellectual property rights**
- All patents, rights to inventions, copyright and related rights, trade marks, goodwill and the right to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how), and all other intellectual property rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world ("IPR") in or arising out of or in connection with the Goods or any design services provided by Camlock shall be owned by Camlock.
- 8 Confidentiality**
- A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 9 Termination for Cause**
- 9.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- 9.1.2 the other party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party, or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;
- 9.1.3 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.2; or
- 9.1.4 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 9.2 Without limiting its other rights or remedies, Camlock may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 Without limiting its other rights or remedies, Camlock may suspend all further deliveries of Goods under the Contract or any other contract between the Customer and Camlock if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.1.2, or Camlock reasonably believes that the Customer is about to become subject to any of them.
- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to Camlock all of Camlock's outstanding unpaid invoices and interest and, in respect of Goods delivered but for which no invoice has yet been submitted, Camlock shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 9.5 Termination shall not affect the accrued rights and remedies of the parties as at termination, and clauses which expressly or by implication have effect after termination shall continue in full force and effect (including but not limited to clauses 2.1, 8 and 10).
- 10 Limitation of liability**
- 10.1 Nothing in these Conditions shall limit or exclude Camlock's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or restricted.
- 10.2 Subject to clause 10.1:
- 10.2.1 Camlock shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 10.2.2 Camlock's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the fees paid under the Contract.
- 10.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11 Force majeure**
- 11.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Camlock including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Camlock or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 11.2 Camlock shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents Camlock from providing any of the Goods for more than 16 weeks, Camlock shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 12 General**
- 12.1 **Assignment.** Camlock may at any time assign, subcontract or deal in any other manner with all or any of its rights and/or obligations under the Contract. The Customer shall not, without Camlock's written consent, assign, or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.2 **Notice.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand, first-class post or other next Business Day delivery service at its registered office or its email address (as notified to the other party) and shall be deemed to have been received on the next Business Day after sending (except in relation to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution).
- 12.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 12.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 12.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 12.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Camlock.
- 12.8 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law and the parties agree that the courts of England and Wales will have exclusive jurisdiction to settle such disputes or claims.