

# TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS & SERVICES

These terms and conditions apply for all aspects of business carried out under the name of Sentinor Ltd. Sentinor Ltd reserves the right to update these terms and conditions of business without notice.



## 1. Definitions

In these terms and conditions the following definitions and interpretation shall apply; 'The Company' means Sentinor Ltd.

'The Client' means the person, firm or company who accepts a quotation or offer of the Company for the sale of the Goods, or whose order for the Goods is accepted by the Company

'The Goods' means the goods to be purchased by the Client, referred to in the relevant quotation or acceptance of order or invoice issued by the Company.

'The Services' means the Services to be provided to the Client as set out in relevant quotation or acceptance of order issued by the Company

'The Contract' means the contract between the Company and the Client for the sale and purchase of the Goods and/or Services under these conditions.

'These Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Client.

'Commencement Date' means the date for the commencement of the Services as set out in relevant quotation or acceptance of order issued by the Company

## 2. Application

2.1 In relation to the sale of the Goods and Services no terms or conditions other than these Conditions shall be binding on the Company unless expressly agreed by it in writing.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation

2.4 The Company reserves the right to accept or reject any order and no binding contract shall exist until the Client's order is accepted by the Company in writing.

## 3. The Goods

3.1 The specification for the Goods shall be those set out in the Company's quotation, specification and/or proposal, unless varied expressly in the Client's order and accepted in writing by the Company.

3.2 Where applicable the Client shall be responsible for ascertaining and informing the Company of all technical requirements at the time of acceptance of a quotation.

3.3 The Company reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Client's specification, which do not materially affect their quality or performance.

3.4 The Company reserves the right to accept or reject any order and no binding contract shall exist until the Client's order is accepted by the Company in writing.

## 4. The Services

4.1 With effect from the Commencement Date the Company shall, in consideration of the price being paid in accordance with the Terms of Payment, provide the services expressly identified in the quotation, specification and/or proposal or otherwise agreed in writing under this Contract.

4.2 The Company will use reasonable care and skill to perform the Services identified in quotation, specification and/or proposal or otherwise agreed under this Contract.

4.3 The Company shall use all reasonable endeavours to complete its obligations within the timescales set out in the Company's quotation or the Client's accepted order, but time will not be of the essence in the performance of these obligations.

## 5. Price

5.1 The price of the Goods and Services shall be the price listed in the quotation current at the date of acceptance of the Client's order or such other price as may be agreed in writing by the Company and the Client.

5.2 Any quotation issued by the Company will remain valid for 60 days from the date shown on the quotation. Where an order is received during the validity period, then the prices quoted will remain in force until shipment of the Goods, subject to the provisions of sub-clause 5.3 below. Outside the validity period, the Company reserves the right to vary prices quoted.

5.3 The Company reserves the right, by giving notice to the Client at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour or production), any change in delivery dates, quantities or specifications for the Goods and Services requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions

5.4 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in writing between the Company and the Client, all prices are exclusive of the Company's charges for packaging and transport.

5.5 The price is exclusive of any applicable value added tax, import/export duties, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Client shall be additionally liable to pay to the Company.

## 6. Terms of Payment

6.1 On approved accounts, all payments required to be made pursuant to the Contract by the Client shall be made strictly net 30 days of the date of the relevant invoice, without any set-off, withholding or deduction if the Client fails to make any payment on the due date then the Company shall charge the Client interest on a daily basis at an annual rate equal to the aggregate of 4% over the base rate of the Bank of England..

6.2 All payments shall be made to the Company as indicated on the invoice issued by the Company.

6.3 For non-approved accounts; pro forma payment or cash with order.

6.4 Payments for training are to be made 10 days prior to the date of the training.

## 7. Delivery

7.1 The delivery date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the delivery date upon giving reasonable notice to the Client.

7.2 For the purposes of this Contract delivery shall be deemed to be made the earlier of, when the goods are either despatched to the Client or made available to the Client if this has been agreed in writing.

7.3 If the Client fails to take delivery of the Goods or any part of them on the delivery date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Company shall be entitled upon given written notice to the Client to store or arrange for the storage of the Goods, delivery shall be deemed to have taken place.

7.4 Delays in shipment or delivery beyond the control of the Company shall not entitle the Client to cancel the order or any balance thereof and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

7.5 Each delivery or part delivery of an order is to be considered a separate Contract and failure on the part of the Company to make any delivery or part delivery shall not affect or vitiate the Contract as to other deliveries.

## 8. Defective, Damaged Goods and Goods Returned from Loan or Sale-or-Return

8.1 The Company will consider claims for shortage or pilferage only if both the Company and the carriers receive written notification within 3 business days of delivery. The packing and the contents should be retained for examination.

8.2 Clients should advise the Company within 3 business days of receipt of any damaged goods and return them complete and securely packaged in the original package, carriage paid and giving in writing the reasons for return.

8.3 No Goods may be returned to the Company without the prior agreement in writing of the Company. Any Goods returned which the Company is satisfied were supplied with defects of quality or condition shall either be replaced free of charge or, at the Company's sole discretion the Company shall refund or credit to the Client the price of such defective Goods but the Company shall have no further liability to the Client.

8.4 Goods provided on Loan or Sale-or-Return must be returned within the specified

period of the written agreement. The goods must be returned in the original packaging and in good condition and if found defective or damaged must be paid for in full. Costs of return are to be borne by the client.

## 9. Passing of Risk and Property

9.1 Risk of damage to or loss of the Goods shall pass to the Client;

- (i) In the case of Goods to be delivered, at the time of delivery
- (ii) In the case of Goods being installed by the Company, the time that the Company notified the Client that the installation is complete.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Client until the Company has received in cleared funds payment in full of the price of the Goods.

9.3 Until payment has been made to the Company in accordance with these Conditions and title in the Goods has passed to the Client, the Client shall be in possession of the Goods as bailee for the Company and the Client shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Company and shall insure the Goods against all reasonable risks.

9.4 The Company reserves the right to repossess any Goods in which the Company retains title without notice. The Client irrevocably authorises the Company to enter the Client's premises during normal business hours for the purpose of repossessing the Goods in which the Company retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 9.3.

## 10. Testing and Inspection

Any tests required by the Client other than those normally carried out by the Company and costs incurred by the Company in making these must previously be agreed separately in writing by the Company.

## 11. Cancellation or Variation

11.1 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in writing of the Company on the terms that the Client shall pay the Company in full for all loss (including profit), costs, damages, charges and expenses incurred by the Company as a result of cancellation.

11.2 In the event of the Client altering the requirements of the Contract after instructions have been received by the Company, the Company reserves the right to amend the delivery time and to charge for any costs incurred as a result of the alteration.

## 12. Liability

12.1 Except in respect of death or personal injury caused by the Company's negligence, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

12.2 The Client shall indemnify the Company against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Client, or its agent or employees.

12.3 Where the Client consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Client shall be joint and several obligations of such persons.

12.4 The Company shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control.

## 13. Guarantee

13.1 The Company guarantees the Goods against defects in material and workmanship for a period of twelve months from the date of despatch provided that:

- (i) the Client shall have notified the Company of any such defects and returned the Goods (at the Client's own risk and expense) to the Company within twelve months from the date of despatch.
- (ii) the Company's only obligation under such guarantee shall be, at its sole discretion, to repair or replace the defective item or to refund to the Client the purchase price paid in respect of that item.
- (iii) the Company shall be under no liability for any defect arising from fair wear and tear, or any wilful damage, negligence, failure to follow the Company's instructions (oral or in writing), misuse or alteration of the Goods without the

Company's approval, or any other act or omission on the part of the Client, its employees or agents or any third party.

13.2 In the case of any of the Goods that are supplied by the Company in the same state as that in which they were received by the Company from its own supplier, the Company will, at the option of the Client and as an alternative to the guarantee in sub-clause 13.1 above, make available to the Client the benefit of any conditions, warranties, undertakings and/or guarantees made or given to the Company by the Company's own supplier but the Client shall discharge all the Company's costs and expenses and pay the Company's reasonable administration charges for so doing.

## 14. Insolvency of Customers

If the Client shall:

- (i) suffer an Interim Order in respect of himself to be made under Section 252 of the Insolvency Act 1986 (or any statutory modification or replacement thereof for the time being in force);
- (ii) give notice to the Official Receiver or the Trustee of his estate of his intention to make such a proposal as is referred to in Section 253 of the Insolvency Act 1986;
- (iii) become indebted in circumstances that would entitle his creditors or any one or more of them to present a petition to the Court under Section 267 of the Insolvency Act 1986;
- (iv) present a Debtor's Petition to the Court under Section 272 of the Insolvency Act 1986 or;
- (v) suffer a criminal bankruptcy order to be made against him or, being a company, shall enter into liquidation (not being a voluntary liquidation for the purpose only of reconstruction or amalgamation) or have a receiver of its assets appointed,

then the whole of the purchase price of any Goods shall forthwith become due and payable and without prejudice to any other rights that may be available to it, the Company may suspend or cancel deliveries of the Goods or cease their manufacture.

## 15. Force Majeure

In the event that the Company is prevented from fulfilling its obligations under this Contract by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout then the Company shall not be deemed to be in breach of its obligations under this Contract. The Company will give notice of this to the Client and will take all reasonable steps to resume performance of its obligations.

## 16. Contract Notice

All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:

- (i) (in the case of communications to the Company) to its registered office or such changed address as shall be notified to the Client by the Company; or
- (ii) (in the case of the communications to the Client) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Client set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Client.

## 17. Waiver

No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision

## 18. Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

## 19. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 20. Intellectual Property

The Company retains the rights to all Intellectual Property in the Company's products.

## 21. Headings

The headings to these conditions do not form part of these terms and conditions of sale and shall not be taken into account in their interpretation.

## 22. Legal Construction

The Contract shall be construed as an English Contract and be governed by English Law and the Customer hereby irrevocably submits to the jurisdiction of the English Courts.