



STANDARD TERMS AND CONDITIONS (01)16

Definitions

"The Company" means Arnel Limited.

"The Customer" means the person, firm or company ordering or buying the goods from the Company.

"The Goods" means the Goods specified overleaf or in any other documents to which these conditions apply.

These conditions shall apply to and be incorporated into every agreement between the Company and the Customer under which the Company supplies goods or services at the request of the Customer.

No Contract in respect of the goods between the Company and the Customer's order has been accepted by the Company.

These conditions shall take precedence over any conditions stipulated in any communication or document of the Customer and shall not be varied without the express written consent of the Company.

Any Quotation and contact resulting there from shall in all respects be governed by and construed in accordance with English Law and the Courts of England shall have jurisdiction to hear all disputes arising in connections with the agreement.

Product Descriptions

Product descriptions are subject to alteration without notice and are not binding.

Price

Unless otherwise specifically stated, any prices quoted by the Company are inclusive of packaging but exclusive of value added tax (which shall be payable without deduction and shall be calculated on the cash discounted value of each invoice) and/or any other taxes; carriage and insurance and any release certification necessary.

Prices quoted are current at the time of quotation and are valid for the stated validity period therefrom; if delivery occurs outside the day validity period of the quotation the Company reserves the right to alter the price payable by the Customer according to the price ruling on the date of dispatch.

Where agreed call-offs are not adhered to by the Customer the company reserves the right to amend the price structure in accordance with the quantities delivered.

Payment of Accounts

Credit terms are subject to acceptance of an application to open an account and validation of trade references and are strictly 30 days net from date of invoice unless otherwise agreed in writing. Please note, we understand and will exercise our statutory right to claim interest (currently 8% over BOE base rate per annum) and compensation for administrative costs under the late payment legislation, as amended August 2002 if we are not paid according to our credit terms. Payment for the goods shall be made by the Customer on or before the date fixed in accordance with the terms agreed between the Company and Customer. Late payments will immediately place a customer account on hold.

Quotations

All offers, written or verbal are valid for 30 days, unless otherwise specified. The right is reserved to amend any accidental errors.

Minimum Order Value

There is no minimum order requirement.

Retention and Passing of Title

The risk in the Goods shall pass to the Customer on dispatch but until the Company have received settlement in full for the Goods shall remain the ownership and property of the Company and the Company have the right without prejudice to the obligation of the Customer to pay the price to recover the Goods and for the purposes thereof the Company or the Company's nominated agent may enter upon the premises of or occupied by the Customer or third party without the consent of the third party.

Delivery and Handling

A handling/delivery charge at the rate applicable (dependant of weight) on the date of dispatch will apply to any consignment, unless previous arrangements have been made.

Delivery of Goods

Stock items (subject to availability) are usually dispatched within 48 hours of receipt of order. Non stock items and custom builds are usually dispatched within 7 working days of receipt of order. Dispatch dates are confirmed and detailed on all sales order confirmations. All goods are delivered next day by an Express Courier service of the Company's choosing, unless previous arrangements have been made.

Loss and Damage in Transit or Non Delivery

All risks in respect of the Goods during transit shall be assumed by the courier service(s) employed by the Company. The Company shall not be held liable for any consequence of late delivery howsoever caused. Claims must be made verbally within 2 working days and confirmed in writing within 7 days. If evident upon receipt of consignment, the carrier's delivery document should be endorsed accordingly. Goods and packaging should be retained for inspection.

Frustration (Force Majeure)

If the Company is prevented at any time from performing any contractual obligation or if any loss, damage, injury or delay in delivery is occasioned by or due to any cause beyond the Company's control including but without prejudice to the generality of the foregoing expression the commission of any criminal act, shortage of Goods, act of war, civil commotion, accident, industrial action, Act of God, or any restriction imposed by local municipal or government authority (including Customs Authorities) whether British or Foreign, the Company shall be entitled forthwith to determine the contract and be discharged from all liabilities whatsoever to the Customer and the Company shall not be liable for any such loss, damage, injury, or delay as aforesaid.

Returns

No Goods will be accepted back by the Company without a Company issued RMA Number. It is the Customer's responsibility to make sure suitable replacement equipment is available in the event of the goods failing. The Company will issue advanced replacements against failed goods under terms of the **Arnel Advanced Replacement Policy** only.

Guarantee

All Goods supplied by the Company are covered by a minimum 1 year Return to Factory (RTF) warranty. A 3 year RTF warranty offered on all Evigilo systems and AC Series IP Cameras, unless otherwise stated in the current Product Specification document presented on the Company website. Items repaired by the Company are provided with a 1 year RTF warranty.

The term may be varied from time to time in writing. This warranty does not cover physical or wilful damage or that resulting from failure to follow the correct installation instructions.

The Company's liability in respect of the Goods shall be limited to the replacement of faulty Goods or the issue of a credit note in respect thereof or in the granting of a refund or equivalent compensatory measures as the Company considers appropriate and at its discretion.

Goods returned must be in the original packaging and in a clean reusable condition. The Company shall not be liable for loss or damage sustained to Goods in transit from the Customer or the Company.

The Customer shall not be liable in contract, tort or otherwise for any injury, damage or loss resulting from defects or from anything done or omitted in connection with the Goods or from any work done in connection therewith.

While the Company make every effort to ensure that the Goods sold are of merchantable quality, these products are sold on the understanding that the Company cannot be held responsible for any losses caused by the failure of these products to function as the manufacturer intended, or their failure to be delivered within a reasonable time from placement of your order.