

# Terms and conditions

## 1) General

- A. Every contract of sale or installation of our goods is subject to these conditions unless otherwise stated expressly agreed by us in writing.
- B. All other conditions and warranties, whether implied by common law or trade usage or expressed by you in your conditions or order or otherwise are hereby excluded
- C. No contract shall exist between us until a written order based upon our quotation has been received from you and has been accepted by us in writing.
- D. Except as expressly provided in these conditions, we shall not be liable for direct or indirect loss or damage to persons or property howsoever arising from the sale or installation of our goods or any defect in them.
- E. Any contract between us shall be governed by the Law of England.
- F. All orders placed by the Buyer and accepted by the Seller are subject to these terms and conditions of sale, which are complete and exhaustive and override any other terms, conditions and provisions purporting to refer to the goods. All other forms, conditions, warranties, guarantees and representations (express or implied), are hereby expressly excluded. These terms and conditions of sale are not capable of being varied, supplemented, qualified or interpreted by reference to any prior course of dealing between the parties.

## 2) Price

- A. If after the date of contract, the cost to us of any labour, materials, supplies or carriage is increased, or we incur an increase in costs because of a change in statutory obligations, we may make a corresponding increase in our prices to you.
- B. Our price to you may also be increased if any work has to be suspended or altered because of your instructions or lack of the following installations site facilities:-
  - A door opening prepared strictly in accordance with details supplied by us.
  - Clear access to the site.
  - Storage facilities for the goods and our installation equipment.
  - Adequate lighting, and electricity.

## 3) Title in the Goods

This condition will take precedence over any subsequent "Title" condition imposed by you.

- A. Title in the goods will not pass to you until all sums of money, howsoever arising, due to us by you have been paid in full.
- B. Until property in the goods passes to you, the goods, howsoever situated, shall remain our exclusive property and shall be recoverable by us in part re-payment of any outstanding indebtedness by you to us.
- C. The ownership of the goods shall remain with the Seller which reserves the right to dispose of the goods until payment in full for all the goods has been received by the Seller in accordance with the terms of this contract, or until such time as the Buyer sells the goods by way of bona fide sale at full market value. If such payment is overdue in part or in whole the Seller may, without prejudice to any of its other rights, enter upon the Buyer's premises by its servants or agents and recover the goods for disposal as the Seller thinks fit. Payment of the contract sum shall become due immediately upon the commencement of any act or proceedings concerning the Buyer's solvency.

## 4) Delay

- A. We will use every reasonable effort to despatch goods or carry out installation work within any time agreed with you.
- B. If Seller doesn't manufacture and deliver articles in the given term of this Contract, except Force Majeure circumstances will pay to Customer 0.02% delay fee of the whole price of order for every dilatory day.
- C. We will reserve the right to extend lead time or return it to the factory if product will not meet our quality standards. We will provide picture evidence where possible if such issue arises.
- D. The seller will not take any responsibility for any damages or losses caused due to the delay of goods that have arisen due to the late orders from the supply chain. The seller will inform of any delays that arise within the factory.

## 5) Terms of Payment

- A. Where we are not installing goods, the price, including any carriage, insurance and freight charges, will be invoiced on ,or before, delivery.
- B. Payment terms for orders under £7,000.00 are 50% deposit 50% prior installation.
- C. Standard payment terms above £7000.00 are (50%) on manufacture, 40% prior delivery and 10 % on completion .
- D. If delivery is deferred beyond the contract date at your request, we will render our account on the contract date for the value of work done.
- E. We reserve the right to charge interest on overdue accounts at the rate of 8% plus Bank of England base rate per calendar month pro rata.

## 6) Guarantee

- A. We will repair or, at our option, replace any goods sold by use to you which are:-
  - Shown to our reasonable satisfaction to have become defective within 12 months from the date of supply or, if installed by us, within 12 months from the date of completion of installation and
  - Where practicable, returned to us carriage paid immediately the defect is discovered
- B. "Defective" goods are those which under correct usage, do not function properly because of a fault in materials, workmanship, design or installation.
- C. When goods are returned to us and on our inspection are found to not be defective, we make a reasonable charge for inspection and handling, and you will pay the cost of return carriage.
- D. Please note specific products and their components may have additional extended warranties and terms.
- E. The seller will not be responsible for any damages or losses while the product is being corrected under the warranty terms.

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## 7) Advice/Testing

- A. Although we make an effort to ensure that any advice given to you concerning the delivery, installation, suitability and use of our goods is sound, we do not accept any liability for any use that may be made of it.
- B. Any tests of the goods or any part thereof undertaken by the Seller at the request or on the instruction of the Buyer shall be at the expense of the latter who shall reimburse the Seller at the cost thereof in accordance with the payment clause of the contract.
- C. Please note that while some of our products are PAS 24 compliant they may not be so in the configuration that is quoted. You need to check with your building regulation approval body that this is acceptable as Secure House Ltd cannot take responsibility for Part Q compliance issues due to the nature of the regulations and testing constraints.

## 8) Drawings

- A. Any drawings, dimensions, descriptions and illustrations contained in our advertising material or otherwise submitted to you are merely intended to provide a general idea of the goods, and do not form part of any contract unless otherwise agreed.
- B. Any drawings or specifications concerning the goods submitted to you shall be treated as strictly confidential by you and shall be returned to us immediately on request. You may, however, use them in quotations which you may make to your prospective customers.

## 9) Changes

If after the date of contact, improvements are made in the design or construction of our goods, we may incorporate these without reference to you provided that:-

- A. The quality of the altered goods is no less than the contract goods.
- B. Delivery is not delayed.
- C. The price is not altered

## 10) Risk

- A. Where we are not installing the goods, delivery is ex our works, and all risk then passes to you. At your request and expense, we can, however, arrange carriage, insurance and freight.
- B. Where we are installing, all risks pass to you on completion of the installation

## 11) Installation

Where the terms of the quotation include to be undertaken by us on your premises, or on a third party's premises, you shall indemnify us against all liability for breach of duty imposed (whether by statute, order, regulation, bye-law or common law) upon the occupier of the premises, or upon the employer of persons employed on the premises in respect of:-

- A. The conditions of the premises
- B. The means of access to any place of work
- C. The suitability and condition of any plant, equipment or appliance used in the premises and not provided by us that this indemnity shall not extend to liability directly resulting from the act of default of any person employed by us.
- D. Customer must inform fitters about the electric devices, pipes and all other mechanisms that are installed in the articles mounting place before mounting works have started. Seller doesn't take responsibilities for the damaged communications during the mounting works.
- E. The Seller shall not be liable for damage in transit, shortage of delivery or loss of goods in transit unless in the case of the damage in transit or shortage of delivery, a separate notice in writing is given to the carrier and to the Seller within 3 days of receipt of goods and in the case of loss of goods, notice in writing is given to the carrier and to the seller and a complete claim in writing is made within 14 days of the date of dispatch. Where goods are accepted from the carrier without being checked or where the Buyer collects the goods from the Seller, the Seller will accept no claim for either loss or damage.

## 12) Damage

- A. Every care is taken to avoid unnecessary damage. Although the customer accepts and acknowledges the normal problems, which can occur when building works, are affected to property. The company will not undertake to make good fittings, furnishing, decorations or walls. Or any other parts of the premises and will not be liable for any damage caused by electricity or fire.

## 13) Clerical Error

The seller makes every effort to ensure the accuracy of the information published in its quotations, catalogs and on its website. The documents and graphics published may contain technical inaccuracies or typographical errors. All such documents and graphics are provided "as-is" without warranty of any kind. The Seller shall not be bound by any clerical or arithmetical errors occurring in any tender, invoice or statement of account issued by it.

## 14) Cooling off period

Once you entered into the contract you have 14 days to cancel the contract under the Consumer Contracts Regulations. The 14 days start on the day you agree to go ahead with the service and pay the deposit. After the 14 days period you may be charged a one off cancellation fee of £500.00 + any other costs associated with the contract including site measurements and administration costs.