

Terms & Conditions of supply of goods & services.

Terms and conditions of outsourced supply, contracts & service providers point 1 to 16.0 inclusive.

January 2008

1.

Lockinextm will accept orders for goods bases on the conditions set out below.

Any variations must be presented to the company for consideration.

Only a written confirmation from the company, altering these terms, can become part of the contract to supply.

Interpretation

In these conditions the following words shall have the meanings set opposite them:

"Carrier" means and (unless the context requires otherwise) includes the carriers servants agents and any person or persons carrying goods on our behalf under any contract of carriage.

"Charges" mean our charges for supplying the goods.

"Confirmation of order" means when we confirm our acceptance of your order orally or in writing (whether electronically or otherwise) or when we effect delivery, whichever occurs first.

"Contract" means the contract made between you and us for the purchase of goods incorporating these conditions.

"Delivery" means our delivery of the goods to the address you have stipulated in the order or our notifying you that the goods are available for collection.

"Goods" means the articles(s) that we agree to supply to you pursuant to an order.

"Order" means your request for us to supply you with goods in consideration of the charges, which you make by requesting the goods that you require.

"We", "Us" or "Our" means Lockinextm

"You", "Your" means the person firm or corporation that places the order with us.

2. Orders

2.1 Any order you place with constitute an offer capable of acceptance by us. We will not be obliged to accept an order and we reserve the right to refuse an order without giving any reason.

2.2 You may cancel an order at any time until confirmation of order except that you may not at any time cancel any order of goods that are customised to meet you particular requirements.

2.3 Each order if accepted by us shall constitute a separate severable contract.

3. Charges

- 3.1 Unless expressed otherwise, our charges shall exclude delivery charges and VAT at the prevailing rate.
- 3.2 You agree to pay our charges within 30 days of the date of our invoice without deduction or set off.
If you fail to do so we may, with prejudice to any other right or remedy available to us, charge interest both before as well as after any judgement on any outstanding balance under section 69 of the county courts act 184 at the rate of 8% a year.
- 3.3 If you fail to pay us the charges in accordance with clause 3, we may, without prejudice to any other right or remedy available to us, either suspend any delivery or cancel any other contract between us. We can sue for the charges due for any goods that we have agreed to sell to you pursuant to a confirmation of order.
- 3.4 We reserve the right to increase at any time on notice to you if for any reason the price of the goods increases between the confirmation of order and delivery.
- 3.5 We reserve the right to ask you to pay the charges in advance of the delivery in any event.

4. Goods

- 4.1 All goods will be subject to availability and we reserve the right to modify the goods at any time or substitute them with goods of equivalent functionality without notice.

5. Delivery

- 5.1 Any indication we may give as to the time of delivery will be a good faith estimate only whilst we will use reasonable endeavours to effect delivery at the time we have estimated, time of delivery is not of the essence.
- 5.2 If it is not possible for us to effect delivery for whatever reason including but not limited to you being away or your premises being inaccessible, you will be liable to pay us an additional sum to cover our storage and administration charges.
- 5.3 We reserve the right to effect delivery by instalment in which case each instalment will be separate contract.
- 5.4 Subject to clause 2.2 above, should you wish to cancel or reschedule any order, you agree to give us as much notice (in writing) as is reasonably practicable and agree to pay our storage and administration charges in addition to the charges.
- 5.5 Subject to the other provisions in the conditions, we will not be liable to you for any loss (including but not limited to loss of profit), costs, damages and charges, expenses caused directly or indirectly by a delay in delivery (even if caused by our negligence)
- 5.6 Offloading materials is solely the responsibility of the purchaser or their agents. Unsuitable terrain, as ascertained by the operator of our vehicle/s or any sub contracted haulier does not constitute a failure of Lockinex UK Ltd to deliver. Site conditions must be roadworthy and a state of stable nature for vehicles to manoeuvre without damage or the risk of damage.

6. Title and Risk

- 6.1 Risk of damage to goods or load of goods shall pass to you on the delivery.
- 6.2 Title in the goods shall not pass to you until we have received in full (in cash or cleared funds) all the charges and all the other sums which are or which become due to us from you on any account.
- 6.3 Until ownership of the goods has passed to you, you must:
- 6.3.1 Hold the goods in a fiduciary basis our Bailee;
 - 6.3.2 Store the goods (at no cost to us) separately from all other goods in such a way that they remain readily identifiable as our property;
 - 6.3.3 Not destroy, Deface or obscure any identifying mark of packaging on or relating to the goods;
 - 6.3.4 Maintain the goods in a satisfactory condition and kept them insured on our behalf for their full price against all risks to our reasonable satisfaction.
- On request you shall produce the policy of insurance to us, and;

- 6.3.5 Hold the proceeds of the insurance referred to in condition 6.3.4 on trust for us and not mix them with any other money, nor pay the proceeds into any overdrawn bank account.
- 6.4 You may resell the goods before ownership has passed to you solely on the following conditions:
- 6.4.1 Any sale shall be affected in the ordinary course of your business at full market value and you shall hold such part of the proceeds of sale as represent the amount owed by you to us on behalf of us and you shall account to us accordingly; and,
- 6.4.2 Any such sale shall be a sale of our property and you shall deal as our agent when making such sale. Your right to possession of the goods shall terminate immediately if:
- 6.5.1 You make a voluntary agreement under part 1 of the insolvency act 1986, make or propose any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or
- 6.5.2 You are subject to an administrative receivership order under the insolvency Act 1986; or
- 6.5.3 You shall enter into administrative receivership; or
- 6.5.4 You are the subject of a resolution for voluntary winding up otherwise than for the purpose of amalgamation or reconstruction when solvent; or
- 6.5.5 You have a winding up order against you; or
- 6.5.6 You are unable to pay your debts within the meaning of section 123 of the insolvency Act 1986;
- 6.5.7 You have an encumbrancer taking possession of any of your assets;
- 6.5.8 You cease or threaten to cease to exist
- 6.5.9 In relation to you there occurs in any jurisdiction any event or process mentioned in the clause 6.5
- 6.6 You grant us, our agents and employees an irrevocable licence at any time to enter premises where the goods are or may be stored in order to inspect them, or, where your right to possession have terminated, to recover them.

7. Quality

- 7.1 We warrant that (subject to the other provisions in these conditions) the goods will be of satisfactory quality.
- 7.2 All warranties, conditions and other terms implied by statute or common law (except as to title) are, subject to 7.1 above, expressly excluded.

8. Goods.

8.1 Rejection/ Return

If on delivery the goods appear to be visibly damaged you must notify the carrier immediately that you will not accept delivery otherwise you will forfeit your right to reject the goods for viable damage.

8.2 If the goods are no longer required, ordered in error, you may return the goods provided that:

8.2.1 You advise in writing within 24 hours of delivery

8.2.2 The goods are undamaged, unused, in their original packing and you have not marked either the goods or their packaging.

8.3 The goods must be returned to the warehouse within 2 working days of the return notification you had sent. All costs associated with returning the goods are to be borne by yourselves.

8.4 Should you reject and return the goods in accordance with 8.2, we reserve the right to charge a "restocking fee" which will be an amount equivalent to 25% of the price payable by you in the respect of the returned goods.

8.5 If you fail to comply with either 8.1 or 8.2, you will be deemed to have accepted the goods.

9. Product literature

9.1 Whilst every effort has been made to ensure the accuracy of the information contained in our brochures, Lockinex UK Ltd cannot be held responsible for any errors or omissions. The company reserves the right to alter or withdraw products and product literature without prior notice. Lockinex UK Ltd accepts no responsibility for loss or damage arising from the improper use of their products.

10. Force Majeure

10.1 We will not be liable for any failure to effect delivery of the whole or part of any order due to an event beyond our reasonable control. If delivery is delayed due to an even beyond or reasonable control we will notify you promptly of the reason for such a delay and you agree to give us such an extension to effect delivery as is reasonable in the circumstance.

11. Assignment

11.1 You may not assign, change or transfer any of your rights or obligations under any contract without our prior written consent.

11.2 We may assign and/or sub-contract any contract at any time on notice to you.

12. Suspension and Termination

12.1 We may, in our absolute discretion, suspend any delivery and/or terminate any contract immediately on notice to you if;

12.1.1 You pass a resolution for winding up (except for amalgamation or reconstruction of a solvent company) or if a court makes an order to that effect or if you have a receiver or administrator appointed over all or any of your assets or business, or if you cease or threaten to cease to carry on business.

12.1.2 You are in material breach of any of these conditions

12.1.3 We are unable to effect delivery due to an event beyond our reasonable control.

12.2 Termination of any contract between us shall not affect your liability to pay us (without deduction or set off) such as changes as are due for goods for which we have effected delivery. If on termination of any contract, we owe you any sums, we reserve the right to set against such sums any outstanding charges you owe to us.

13. Limitation of Liability

13.2 Our total Liability to you for a breach of the conditions or for negligence in the course of supplying goods or services shall be limited to the repair or replacement of any goods/services giving rise to your claim.

Or at our option an amount equivalent to the charges (or proportion of the charges) that you have paid us for goods giving rise to your claim.

13.3 Except as set out in clause 13.2, we will not be liable for the following loss or damage howsoever caused even if it foreseeable by us: loss of profits, business, revenue, goodwill, anticipated savings, data, corruption of data, whether sustained by you or a third party and/or special, indirect or consequential loss whether suffered by you or another third party.

14.1 These conditions constitute the entire agreement between you and us in respect of the goods and services & supersede an earlier arrangements or understandings, promises or agreements made between the parties in respect of the goods or services.

14.2 You acknowledge that in instructing us to supply the goods, you do not do so on the basis of any representation, warranty or any provision not expressly contained within these conditions.

14.3 Any failure by us to enforce a breach of the conditions by you shall not be deemed to be a waiver of any subsequent of these conditions that you may make.

14.4 If at any time any one or more of these conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining conditions, which shall continue in full force and effect.

14.5 Nothing in this agreement shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

14.6 These conditions shall be governed exclusively by English law and you and we agree to submit exclusively to the jurisdiction of the English courts.

14.7 You and we agree that no third party shall be affected by any rights under these conditions.

15. Suppliers

15.1 Suppliers of goods, contracted labour or service providers to Lockinex UK Ltd will indemnify Lockinex UK Ltd from any third party claims and or harm.

15.2 Sensitive data must not be shared in anyway with any other third party unless confirmed in writing by an officer of the company.

15.3 Failure to comply with this condition will negate and void any contact, order or other instruction issued by the company. The company will have express rights to terminate all dealings. Acceptance of instructions, orders or contracts whether signed by a company official, electronically confirmed or verbal, will deem the suppliers acceptance of this clause.

15.4 Goods deemed faulty by Lockinex UK Ltd will be rejected and quarantined by the company for a maximum of 7 days. The supplier has the option to inspect the goods on our premises or collect them at their expense.

15.5 Goods that have been shipped to other locations, that are deemed faulty, will be inspected by Lockinex UK Ltd at the said site. Should specialist inspectors be required to attend the supplier will be given the option to attend themselves and/or employ their own specialist. Lockinex UK Ltd will retain the right to employ its own specialist.

15.6 Goods/services deemed faulty after inspection will be rejected. Lockinex UK Ltd will decide whether the services of the supplier are terminated. The supplier will be responsible for all reasonable costs incurred by Lockinex UK Ltd in its investigations.

15.7 Should the supplier require the goods to be inspected at their premises all costs incurred in removing said goods and transportation of the same is to be born by the supplier.

15.8 Should expert opinion show that the goods are not faulty, Lockinex UK Ltd will incur the costs involved of the same.

15.9 Lockinex UK Ltd reserve the right to "off set" any costs incurred against any monies owed to the supplier irrespective of the nature of the debt.

16.0 Independent Third party involvement will be born equally by both parties.

Upon conclusion, the cost of the third party involvement will be appointed to the losing party.