



Alvin Industrial Limited
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Terms & Conditions of supply point 1 to 14.7 inclusive.

January 2008

1. Alvin Industrial Ltd will accept orders for goods 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 carrier's servant's agents and any person or persons carrying Goods on our behalf under any contract of carriage. "Charges" means our charges for supplying and 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 article(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" "our" means Alvin Industrial Limited. "You", "your" means the person firm or corporation that places an Order with us.

2. Orders

2.1 Any order you place will 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 your 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 do so we may, without prejudice to any other right or remedy available to us, charge interest both before as well as after any Judgment 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 the Charges 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 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 all 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 your 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 a 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 these 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).

6. Title and Risk

6.1. Risk of damage to or loss of Goods shall pass to you on 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 on a fiduciary basis as 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 keep 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 effected 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 a sale. Your right to possession of the Goods shall terminate immediately if:

6.5.1. you make a voluntary arrangement under Part 1 of the Insolvency Act 1986, or make or propose any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or

6.5.2. You are the subject of an administration 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 made 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 (by whatever name called) equivalent or similar to any event or process mentioned in this clause 6.5.

6.6. You grant us, our agents and employees an irrevocable licence at any time to enter any 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. Rejection/Return

8.1 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 visible 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 packaging and you have not marked either the Goods or their packaging.

8.3. The goods must be returned to our 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 respect of the returned Goods. Deliveries must be checked within 3 hours of signature. Any discrepancies must be notified in writing within this period.

Should a particular delivery/order be of a large size with many components, a 24 hr period may be granted. This must be applied for in writing and confirmed in writing by Alvin Industrial Ltd.

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

9. Unused

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 event beyond our 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 circumstances.

11. Assignment

11.1. You may not assign charge 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 Charges 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 off against such sums any outstanding Charges as you may owe us.

13. Limitation of Liability

13.1. Our liability for death or personal injury as a result of our negligence or the negligence of our employees shall not be limited.

13.2. Our total liability to you for a breach of the Conditions or for negligence in the course of supplying Goods to you shall be limited to the repair or replacement of any Goods 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 13.1 and 13.2 above, we will not be liable for the following loss or damage howsoever caused even if it is 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 (other than direct physical damage to your tangible property) 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 supersede any earlier arrangements or understandings, promises or agreements made between the parties in respect of the Goods.

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 breach 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 afforded any rights under these Conditions.