1. Interpretation

1.1 In these Conditions:

“Buyer” means any person, firm or company who accepts a Quotation of the Seller and whose order is accepted by the Seller in writing.

“Goods” means any goods supplied by the Seller or parts of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions.

“Sellers” means Fortress Interlocks Limited (registered in England under number 1312085) whose registered office is at 2 Inverclyde Drive, Wolverhampton, West Midlands, WV4 6FB, ENGLAND.

“Quotation” means any price quotation provided by an authorised representative to the Buyer whether written or otherwise.

“Sellers” includes any person, firm or company who accepts a Quotation of the Seller and whose order is accepted by the Seller in writing.

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

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

2. Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written order which is accepted by the Buyer which is accepted by the Seller subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions agreed in writing between the Buyer and the Seller.

2.2 Any typographical or other error or omission in any Sales Literature shall not affect the validity of any Contract to which it relates.

2.3 Any typographical or other error or omission in any Sales Literature shall not affect the validity of any Contract to which it relates.

3. Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller’s authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the technical description and/or drawings or specifications which shall remain the property of the Buyer.

3.3 The Buyer shall be responsible for and entirely at his own risk with regards to the choice, use and application of the Goods.

3.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use or substitution of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

3.5 The Seller shall be entitled to alter specifications at any time before the Goods are supplied for any reason of any cause beyond the Seller’s reasonable control or by reason of the Buyer or the Goods being required to meet any statutory or other requirements or where the Goods are to be supplied to the Seller’s specification.

3.6 All risk in the Goods shall pass to the Buyer when the Seller has tendered delivery of the Goods (or a part of the Goods) unless and until title to the Goods has passed to the Buyer.

3.7 If the Goods are sold for export from the United Kingdom the Seller’s published price list in effect at the time when the Seller has tendered delivery of the Goods shall apply and all applicable duties or other requirements or where the Goods are to be supplied to the Seller’s specification.

3.8 No order which has been accepted by the Seller may be cancelled by the Buyer without the Seller’s consent and then only if the Buyer shall pay to the Seller a sum equal to 25% of the price of the goods subject to clause 8 hereof.

3.9 The Seller shall be responsible for the correct delivery of the Goods subject to any order in accordance with the Technical Specification, which is the property of the Buyer.

3.10 All specification, drawings and particulars of weight and dimensions submitted by the Buyer shall not be responsible for any delay in delivery of the Goods howsoever caused. Time is of the essence of the contract and in the event of any delay in delivery of the Goods the Buyer may cancel the Contract without prejudice to any other rights or remedies available to the Seller.

4. Price of the goods

4.1 The price of the Goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller’s published price list current at the date of acceptance of the order but where the Goods are supplied for export from the United Kingdom the Seller’s quoted export price list shall apply. All prices quoted are valid for 30 days only or until otherwise accepted by the Buyer or if not accepted by the Buyer within 30 days from the date of the quotation the Seller reserves the right to increase the price of the Goods supplied or refuse to supply.

4.2 The Seller reserves the right to increase the price of the Goods at any time before delivery and to increase the price of the Goods at any time after delivery to reflect any increase in the cost of manufacture of materials or labour or for any other cause.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller and unless otherwise agreed in Writing between the Buyer and the Seller the quoted prices are given on an ex works basis and the Buyer agrees to deliver the Goods otherwise than at the Seller's premises the Buyer shall be liable to pay the Seller's charges for transport packaging and insurance.

4.4 The price is exclusive of any variable value added tax which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of payment

5.1 Subject to any specific terms agreed in Writing between the Buyer and the Seller the Buyer shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for delivery or as the case may be.

5.2 The Seller shall pay the price of the Goods within thirty days from the end of the month following date of invoice except where the Seller shall give notice to the Buyer of its intention to refuse payment which notice the Buyer shall give within thirty days of the service of the notice. The Seller shall not be entitled to refuse payment without the Buyer’s prior written consent.

5.3 If the Buyer fails to make any payment on the due date then without prejudice to any other rights or remedies available to the Seller the Seller shall be entitled to:

5.4.1 cancel the Contract or suspend any further deliveries to the Buyer.

5.4.2 appropriate any payment made by the Buyer to such of the Goods (or any part of the Goods) as shall at any time be supplied under any contract between the Buyer and the Seller.

5.4.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 3% per cent per annum above Lloyds TSB Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the calculation of interest in accordance with the rights expressly herein set out the Seller shall have the right to have the benefit at all times should the Buyer desire from time to time of the Commercial Debts (Interest) Act 1989).

6. Delivery

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller’s premises at any time after the Seller has notified the Buyer that the Goods are ready for delivery or as the case may be.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall be liable to pay the Buyer for the price of the Goods howsoever caused Time is of the essence of the contract and in the event of any delay in delivery of the Goods the Buyer may cancel the Contract without prejudice to any other rights or remedies available to the Seller.

6.3 The Seller shall be obliged to deliver in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 If the Seller fails to deliver the Goods for any reason other than that caused by the Seller’s reasonable control or the Buyer’s fault then the Seller shall be liable to the Buyer for the loss or damage incurred by the Buyer in respect of the Goods so lost or damaged with the loss or damage including loss of profit costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of cancellation.

6.5 If the Seller fails to deliver or varies or cancels a Quotation or return a Sales Literature without notice or without any liability on the part of the Seller. The Seller accepts no liability for any inaccuracy or misleading statements made in the Seller’s Sales Literature.

6.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory, EU, International or other requirements or where the Goods are to be supplied to the Seller’s specification or any other cause of any cause beyond the Buyer’s reasonable control or by reason of the Buyer or the Goods being required to meet any statutory or other requirements or where the Goods are to be supplied to the Seller’s specification.

6.7 The Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time is of the essence of the contract and in the event of any delay in delivery of the Goods the Buyer may cancel the Contract without prejudice to any other rights or remedies available to the Seller.

6.8 The Seller shall store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or transport or other charges, expenses and losses resulting therefrom (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of delivery.

6.9 The Seller shall not be liable to the Buyer for any delay in delivery of the Goods if the Buyer fails to take delivery of the Goods in time when the Seller has tendered delivery of the Goods.

7. Risk and property

7.1 If the Goods are to be passed to or by the Buyer the Seller shall be responsible for the Goods until delivery to the Buyer.

7.2 If the Goods are to be delivered to the Buyer’s premises at the time when the Seller notifies the Buyer that the Goods are available for collection or delivery all risk in the Goods shall pass to the Buyer when the Seller’s premises at the time of delivery or if the Buyer fails to take delivery of the Goods the time when the Seller has tendered delivery of the Goods.

7.3 The Buyer shall store the Goods in such manner that the Goods shall not be passed to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
7.3 Until such time as the property in the Goods passes to the Buyer the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and identified as the Seller's property but shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and all property produced from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured

7.4 The property in the Goods shall pass to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to comply with the Seller's request to deliver up the Goods the Buyer shall be liable to the Seller to forthwith become due and payable

8. Warranties and liability

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification for a period of twelve months from the date of delivery

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design, specification supplied by the Seller or the Buyer's instructions (whether oral or in writing)

8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear or will damage negligence abnormal working conditions failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Seller's approval

8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty given to the Buyer in respect of the Goods) if the fault or defect in the Goods or its cause or the manner in which the fault or defect occurred or the fault or defect was found in cleared funds by the due date for payment

8.2.4 the Seller shall not be liable for any defect in the Goods arising from any parts materials or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller

8.3 Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions

8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or non-conformity of the Goods shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) with a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such damage or expense the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract

8.6 Where any valid claim in respect of any of the Goods which is based on any defect or any failure to comply with the Seller's specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods (or the part in question if free of charge or at the Seller's sole option to compensate the Buyer accordingly) but the Seller shall have no further liability to the Buyer in respect of any claim or any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

AND THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 8

8.7 Any act or omission on the part of the Seller or its employees agents or sub-contractors to the Buyer in respect of:

(i) any breach of its contractual obligations arising under the Contract

(ii) any representation statement or tortious act or omission including negligence arising under or in connection with the Contract

8.8 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control.

8.8.1 Force majeure events shall include but not be limited to the following:

8.8.2 Act of God explosion fire accident

8.8.3 war or threat of war sabotage insurrection civil disturbance or requisition

8.8.4 acts of state or internationaleparties or organizations or trade disputes (whether involving employees of the Seller or of a third party)

8.8.5 difficulties in obtaining raw materials fuel parts or machinery

8.8.6 power failure or breakdown in the machinery

9. Indemnity

9.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent copyright design mark or other industrial or intellectual property rights of any other person then unless the claim arises from the use of any drawing or specification supplied by the Buyer the Seller shall indemnify the Buyer against all loss damages costs and expenses awarded against or incurred by the Buyer in connection with the claim (or paid or agreed to be paid by the Buyer in settlement of the claim) provided that the Buyer shall:

9.1.1 give full control of any proceedings or negotiations in connection with any such claim

9.1.2 use the Seller all reasonable assistance for the purposes of any such proceedings or negotiations

9.1.3 except pursuant to a final award the Buyer shall not pay or accept any such claim or compromise any such proceedings without the consent of the Seller

9.1.4 the Seller shall make any payments which the Buyer may make in pursuance of any such proceedings

9.1.5 the Seller shall be entitled to the benefit of and the Buyer shall accordingly account to the Buyer in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld)

9.1.6 without prejudice to any duty of the Buyer at common law the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss damages costs or expenses for which the Seller is liable to indemnify the Buyer under this clause

10. Insolvency of buyer

10.1 This clause applies if:

10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or

10.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer or

10.1.3 the Buyer ceases or threatens to cease to carry on business or

10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

10.2 If this clause applies then without prejudice to any other right or remedy available to the Seller the Seller may at any time by notice to the Buyer terminate the Contract and pursuant to any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

11. Export terms

11.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is entered into. Unless the Contract otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions but if there is any conflict between the provisions of Incoterms and these Conditions the latter shall prevail

11.2 Where the Goods are supplied for export from the United Kingdom the provisions of this clause 11 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions

11.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon

11.4 Unless otherwise agreed in Writing between the Buyer and the Seller the Goods shall be delivered free-on-board the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979

11.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods and for the payment for such testing and inspection if the Buyer fails to do so the Seller shall be entitled to deduct from any sums under any such policy or cover (which the Buyer shall use its best endeavours to obtain) any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

12. General

12.1 These Conditions are governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts
13 ANTI-BRIBERY CLAUSE -

13.1 The Buyer will
13.1.1 Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
13.1.1.a Local and national laws in the territories in which it operates.
13.1.1.d The UN Convention Against Corruption.
13.1.2 Comply with the Halma p.l.c. Group Code of Conduct relating to bribery and corruption which may be found on the Halma website (www.halma.com).
13.1.3 Have in place its own policies and procedures to ensure compliance with this Clause.
13.1.4 Ensure that all parties with which it is associated or who are providing goods or services in connection with any contract governed by these Terms (including subcontractors, agents, consultants and other Intermediaries) are aware of and comply with the requirements of this Clause.
13.1.5 Maintain complete and accurate records of all transactions and payments related to any contract governed by these Terms and, on reasonable request, disclose details of those transactions and payments to the Company.
13.1.6 On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause.
13.1.7 Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.
13.1.8 The Buyer will indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Company against all costs, expenses and losses that the Company incurs or suffers as a result of any breach by The Buyer of any of its obligations under this Clause. This indemnity will not apply to any fine levied on the Company as a result of the Company's criminal liability.
13.1.9 If the Buyer breaches Clauses 13.1 and 13.2 above the Company shall have the right to terminate any contract governed by these Terms without notice and with immediate effect and will be in no way liable to The Buyer in respect of such termination for payment of damages or any other form of compensation.