

IQ Security Limited - General Terms & Conditions of Sale

1. **General.** Unless otherwise agreed in writing, the following conditions shall apply to all tenders, orders, shipments, etc. IQ Security Limited therefore shall not be bound by any special conditions stated in the purchaser's orders, letter of acceptance or similar document.
2. **Orders.** An order placed with IQ Security Limited shall not be binding until acknowledged in writing by IQ Security Limited. Orders can be cancelled only with the consent of IQ Security Limited.
3. **Prices** shall be set in accordance with IQ Security Limited's UK price-list which is valid on the basis of Free-carrier (Incoterms 2010) Nazeing or Cophthorne, UK, and excludes value added taxes.
4. **Terms of payment.** Payment shall take place in accordance with the terms of payment stated on the invoice. On expiry of the date of payment IQ Security Limited shall be entitled to charge interest at the rate of 2% per month.
5. **Title To Goods.** Title to goods remain with IQ SECURITY LIMITED until payment has been received in full.
6. **Dispatch.** All shipments shall be at the expense and risk of the purchaser. Time of delivery shall be reckoned from the date of receipt of the order with all necessary information until the date of dispatch by IQ Security Limited. Detailed forwarding instructions shall be received prior to dispatch of the goods from the works. The time of delivery shall be quoted by IQ Security Limited as accurately as possible. Delivery within three weeks after the time of delivery stated in the acknowledgement of order shall in every respect be deemed prompt delivery.
7. **Delayed delivery.** IQ Security Limited disclaims all responsibility for delays resulting from non-delivery, errors in delivery or delayed delivery on the part of IQ Security Limited's normal supplier and sub-supplier, the action of authorities, strike, lock-out, production difficulties and similar factors with which IQ Security Limited has to contend, transport problems, force majeure, and any factor likely to impede delay or obstruct manufacture and delivery.
8. **Packaging** and packing shall be executed to the best of IQ Security Limited's ability with due reference to the mode of transport chosen by the purchaser. Unless otherwise agreed packing is included in the price.
9. **Complaints.** The purchaser shall be bound to inspect the goods immediately on arrival at their destination. Any defects discovered on examination, which is to be claimed against IQ SECURITY LIMITED, must be notified to IQ SECURITY LIMITED in writing within two (2) weeks of receipt of the goods. Return of goods may take place only with IQ SECURITY LIMITED's prior written consent.
10. **Inspection.** The goods shall be inspected and tested by IQ Security Limited before shipment. The purchaser shall be entitled to be present when the goods are inspected and tested. In the event that the purchaser wishes any inspection and / or test conducted other than those normally carried out by IQ Security Limited, such procedures shall be subject to the approval of IQ Security Limited. IQ Security Limited shall be entitled to charge for extra costs arising in connection with a special inspection requested by the purchaser. In the event that the purchaser is not present on the date fixed for the inspection or within the next seven (7) days, IQ Security Limited shall be entitled to carry out the inspection in the absence of the purchaser, and such inspection shall be deemed valid.
11. **Returned Items.** A 20% restocking charge will be made for items returned. Goods must be returned in perfect condition and suitable for resale.
12. **Liability.** In the event that during the period of 12 (twelve) months following delivery the goods appear to be defective, and it is proved that the defects are due to errors with the construction or manufacture of the delivery, or the materials employed, IQ Security Limited shall be bound to choose, upon receipt of the defective components/products, which must be returned, carriage-paid, to IQ Security Limited's address in UK:
 - To repair defective components
 - To exchange the defective product(s) by supplying a corresponding new product to the purchaser on the conditions of sale and delivery stated herein.
 - To credit the purchaser for the defective goods.
 - To grant the purchaser a reduction in the price paid for the goods.Products returned with no fault found will incur an evaluation fee of 20% of the product price.

No claim other than that which is based on the aforementioned obligations of IQ Security Limited, such as a claim for cancellation, partial reduction of payment, costs and expenses in connection with repairs, transport and compensation, shall be brought against IQ Security Limited, unless the purchaser can show that IQ Security Limited has displayed gross negligence.

IQ Security Limited shall not be liable for defects and shortcomings attributable to faulty treatment, transport, storage, assembly or other negligence on the part of the parties other than IQ Security Limited or to ordinary wear and tear. Should the goods be used more intensively than has been agreed or reasonably assumed at the establishment of the agreement, the guarantee period shall be reduced accordingly.
13. **Product liability.** IQ Security Limited shall be liable for personal injuries only where it can be shown that injury was caused by a fault or omission by IQ Security Limited or others for whom he is liable. IQ Security Limited shall not be liable for damage to real property or chattels. To the extent that IQ Security Limited may incur product liability in respect of a third party, the purchaser shall be bound to indemnify IQ Security Limited to the same extent as the liability of IQ Security Limited is limited in accordance with the two preceding paragraphs hereof. IQ Security Limited shall not be held liable for loss arising from damage for which the purchaser can obtain cover by contracting an insurance policy with an insurer. The liability of IQ Security Limited is limited in that compensation in no circumstances can exceed £ 500,000. IQ Security Limited shall, however, at no time be bound to pay compensation for consequential loss, loss of earnings or indirect loss.
14. **Product development.** IQ Security Limited reserves the right to modify the products without incurring an obligation to make a corresponding modification in products already supplied. IQ Security Limited reserves the right to modify specifications, data sheets, drawings, photographs, etc. and information contained therein. Information contained in the aforesaid material shall be regarded as general and typical and deviations from it shall not entitle the purchaser to bring any claim against IQ Security Limited, unless IQ Security Limited in each individual case has guaranteed the information in writing.
15. **All rights in respect of drawings and specifications** belong to IQ Security Limited.
16. **Jurisdiction.** The agreement shall be governed by and construed in accordance with English law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the agreement.

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