

**CRAFTSMAN QUALITY LOCKERS LIMITED**  
**Terms and Conditions of Sale**

1	<b>DEFINITIONS AND INTERPRETATION</b>	8	<b>SHORTAGES AND DEFECTIVE GOODS AND/OR SERVICES – LIMITATION OF LIABILITY</b>
1.1	In these Conditions these words have the following meanings- 'the Company' Craftsman Quality Lockers Limited, responsible for the supply of Goods and/or Services 'Consumer Protection Acts' the Consumer Protection Act 1987 or any similar legislation in any other country. 'the Contract' any Contract under which the Company sells Goods and/or provides Services to the Customer. 'the Customer' the individual, firm, company or other party with whom the Company Contracts. 'Goods' the whole or any part of the plant, materials, equipment or other Goods which the Company is to supply. 'the Relevant Date' the date referred to in Clause 5 hereof. 'Services' the whole or any part of the services which the Company is to supply or carry out including without prejudice the generality of the foregoing all works, design, repairs, supervisory services and works of erection or installation on site. 'supply' includes (but is not limited to) any supply under a Contract for sale. 'International Supply Contract' such a Contract as is described in Section 26(3) of the Unfair Contract Terms Act 1977.	8.1	The Customer will carefully examine the Goods on receipt and notify the Company and the carrier immediately of any damage, loss or shortage. Within three days of receipt or (in the case of total loss) of receipt of the invoice or other notification of despatch the Customer will give the Company and/or the carrier (if applicable) written confirmation of the damage, loss or shortage. Within fourteen days of request the Customer will provide authority for the Company's servants or agents to inspect any damaged Goods. The Company's liability if any will be limited to replacing or (at its option) repairing such Goods. The Company will have no liability for any consequential loss arising out of such damage, loss or shortage. 8.2 Save as otherwise provided in these conditions the Company's liability in respect of any defect in or failure of Goods supplied or default in work done (which expression shall without prejudice to its generality, include all work done in or in connection with the design, manufacture, treatment, testing, erection, installation, repair or servicing of any Goods) or in respect of breach of any representation or warranty given by the Company herein is limited to replacing or (at its option) repairing or paying for the repair or replacement of Goods which are found to be defective by reason of faulty or incorrect design, workmanship, parts or materials or default in work done and carrying out again any services which it has failed to perform properly in accordance with the Contract. 8.3 The Company's liability for any direct loss or damage sustained by the Customer as a result of any error in any weight, dimension, capacity, performance or other description or information which has formed a representation or is part of the Contract will not exceed the price of the Goods and/or Services in respect of which the description or information is incorrect. 8.4 The Company will only be liable to the Customer in respect of the matters set out in clauses 8.2 and 8.3 provided that 8.4.1 the Customer informs the Company of the defect or default as soon as is reasonably practicable and in any event the defect or default is notified to the Company within twelve months of the delivery of the Goods or completion of the Services and 8.4.2 authority is provided for the Company's servants or agents to inspect the same prior to any remedial work being carried out and 8.4.3 the Goods are not moved from the position in which they have been installed. 8.5 Save as provided in these Conditions the Company shall have no other or further liability in respect of any direct or consequential loss or damage sustained by the Customer arising from or in connection with any such defect, default or error as aforesaid. 8.6 Where the Company agrees to repair or replace Goods or carry out again any Services any time specified for delivery or performance under the Contract will be extended for such period as the Company may reasonably require. 8.7 Except for the terms implied in the Contract by section 12 of the Sale of Goods Act 1979 (and where the Customer is not dealing or holding himself out as dealing in the course of business, sections 13, 14 and 15 thereof) or section 2 of the Supply of Goods and Services Act 1982, all conditions, warranties and other terms, express or implied, statutory or otherwise, are expressly excluded, save insofar as they are contained in these conditions or otherwise expressly agreed by the Company in writing. If any legislation makes it unlawful to exclude or purport to exclude any term from the Contract this clause will not apply to such term. 8.8 Except in respect of death or personal injury and save as hereinafter provided the Company shall not be liable to the Customer for any damage or for any direct or consequential loss incurred by the Customer in consequence of any negligence on the part of the Company or negligence or willful default on the part of its servants or agents in or in connection with the supply of any Goods or in the carrying out of any work (which expression shall without prejudice to its generality, include all work done or in connection with the design, manufacture, testing, erection, installation, repair or servicing of any Goods) or in the preparation or provision of any information or advice.
1.2	Reference to clauses (except where the context otherwise requires) are references to the clauses set out below.	9	<b>RETENTION OF TITLE</b>
1.3	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.	9.1	The following provisions shall apply to all Contracts relating to Goods which under the Contract the Company agrees to supply to the Customer. No termination of the Contract shall prejudice limit or extinguish the Company's rights under this clause. Upon delivery of the Goods the Customer shall hold the Goods solely as bailee for the Company and the Goods shall remain the property of the Company until such time as the Customer shall have paid to the Company the full purchase price of the Goods and Services supplied under the Contract and under any other Contract between the Company and the Customer. Until such time as the Company shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the Company's employees and agents with appropriate transport may enter upon the Customer's premises and any other location where the Goods are situated. 9.2 The Customer is hereby granted a licence by the Company to incorporate the Goods in any other products. 9.3 The Customer is hereby licensed to sell on the Goods and any products incorporating any of them. 9.4 The Customer shall, immediately upon receipt of the proceeds of sale, and whether or not payment has become due under Clause 5 hereof, remit to the Company the full purchase price of the Goods sold on less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company. 9.5 The Customer shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to it, in the event of any loss or damage occurring while the Goods remain the property of the Company the Customer shall immediately on receipt of the insurance monies remit to the Company the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company. 9.6 The licences granted under sub-paragraphs 9.2 and 9.3 above shall be terminable forthwith at any time upon notice by the Company to the Customer.
2	<b>CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS</b>	10	<b>RISK IN THE GOODS</b>
2.1	No order in pursuance of a quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company. Any order may be subject to a site survey made by the Company's technical staff and the Company reserves the right to amend any designs following a site survey. Any extra costs or expenses arising from such amendments shall be the responsibility of and paid for by the Customer and shall be added to the Contract price. 2.2 The Contract will be subject to these Conditions. Except as provided in clause 2.3 no representative or agent of the Company has authority to agree any term or make any representation which is inconsistent with these Conditions or to enter into any Contract except on the basis of them. 2.3 The Company will not be bound by any term or representation inconsistent with these Conditions unless otherwise agreed in writing by the Company. The words, "unless otherwise agreed in writing by the Company" in these Conditions means unless otherwise agreed in writing and signed by an authorised signatory of the Company. A list of authorised signatories is available from the Company upon request. 2.4 Unless otherwise agreed in writing by the Company these Conditions will override any terms or conditions stipulated or referred to by the Customer in his order or pre-Contract negotiations. 2.5 Any illustrations, descriptions, performance schedules or specifications contained in the Company's catalogue samples, price lists or other advertising or sales material are intended merely to present a general picture of the Goods and/or Services and will not form a representation or be part of the Contract unless otherwise agreed in writing by the Company. Where the Company has not acknowledged the Customer's order in writing, these conditions will apply to the Contract provided the Customer has had prior notice of them. 2.6 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time. 2.7 THE COMPANY ACCEPTS NO RESPONSIBILITY TO ENSURE THAT THE PREMISES UPON WHICH GOODS ARE TO BE INSTALLED ARE ADEQUATE TO WITHSTAND THE LOADS IMPOSED AND THE CUSTOMER IS DEEMED TO WARRANT THAT THE STRUCTURAL AND OTHER PARTS OF THE PREMISES ARE IN SUCH STRONG AND FIT CONDITION THAT THE SERVICES CAN BE CARRIED OUT SAFELY AND ARE SUITABLE FOR THE COMPANY'S GOODS AND SERVICES AND FOR CARRYING THE LOADS DISTRIBUTED. 2.8 In the case of Goods not manufactured or designed by the Company the Customer gives no assurance or guarantee whatsoever that the sale or use of the Goods will not infringe patent copyright or other industrial or intellectual property rights of any third party.	10.1	Except for International Supply Contracts and unless otherwise agreed in writing by the Company, the risk in the Goods will pass to the Customer on the Relevant Date or, if delivery is postponed at the Customer's request, when the Goods are ready for despatch.
3	<b>CUSTOMERS SPECIFICATION AND LIABILITY</b>	11	<b>INSTALLATION AND OTHER SERVICES</b>
3.1	If Goods are made or Services carried out to a specification, instruction or design supplied by the Customer or any third party on behalf of the Customer then 3.1.1 the suitability and accuracy of that specification, instruction or design will be the Customer's responsibility and 3.1.2 the Customer will indemnify the Company against any infringement of any patent, design right, registered design, trademark, trade name, copyright or other intellectual property right and any loss, damage or expense it may incur because of any such infringement or alleged infringement in any country and 3.1.3 the Customer will indemnify the Company against any loss, damage or expense in respect of any liability arising under the Consumer Protection Acts by reason of the specification or design of the Goods and/or Services. 3.2 Where the Goods are to be supplied or Services carried out to the Customer's specification the Company reserves the right to make any changes in the specification of the Goods including some or all of the component parts thereon or Services which do not materially affect the quality or performance of the Goods and/or Services.	11.1	If under the Contract the installation or servicing of the Goods or any other Goods is to be carried out by or under the supervision of the Company, the Customer warrants that it will lay all necessary foundations and make all preparations to the site which the Company deems necessary by such date as may be specified in the Contract or as may be reasonably required by the Company, the Customer further warrants that it will provide suitable access to and possession of the site and any information and facilities required to enable the Company to perform its obligations. 11.2 The Customer will ensure that the Company's employees and agents are able to carry out their work with continuity and without hindrance and any expense incurred by the Company as result of the Customer's failure to do so will be charged extra. 11.3 On completion of the Contract all surplus materials supplied by the Company shall unless otherwise agreed in writing by the Company remain the property of and be removed from the site by the Company. Until such surplus materials are removed the Customer shall take reasonable precautions for the safe custody thereof. 11.4 The Company will indemnify the Customer in respect of any direct damage to property caused in the course of installation, servicing or repair by the negligence of the Company or the negligence or willful default of its servants or agents provided that the Company's liability hereunder shall not exceed the price payable under the Contract. 11.5 The Company reserves the right to sub-contract the installation of the Goods or the performance of any other Services required under the Contract. 11.6 The Customer warrants that it will at all times provide a safe working environment for the Company's employees, agents and sub-contractors and will comply with all statutory or other regulations and codes of practice in connection therewith and will indemnify the Company in respect of any loss incurred by the Company due to the Customer's breach of such warranty. 11.7 The Customer shall insure to the full value thereof and provide adequate protection for all machinery and equipment of the Company, and all plant, machinery, materials and the Goods on site during the course of the installation and until removal against all loss or damage howsoever caused otherwise than by reason of the neglect or default of the Company its employees or agents.
4	<b>PRICES</b>	12	<b>SAFETY</b>
4.1	Unless otherwise agreed in writing by the Company the Company's quotations for the Goods and/or Services are provisional and may be altered at any time for any reason. 4.2 Unless otherwise agreed in writing by the Company, prices charged will be those current at the time of delivery of the Goods or completion of the Services, and the Company may increase its prices at any time to take account of any increase in the cost to the Company of purchasing any Goods or materials or manufacturing, working on or supplying the Goods and/or Services. The Company may increase its prices at any time to take account of any error or inadequacy in any specification, instruction or design provided by the Customer or any modification carried out by the Company at the Customer's request or for work to be carried out other than during the normal working hours of the Company. 4.3 All prices quoted are exclusive of VAT and the Customer shall pay any and all duties, taxes or other government charges payable in respect of the Goods and/or Services.	12.1	The Customer warrants that it will pass on to all third parties to whom it may supply the Goods or who may be affected by the use of the Goods all information as to the use and safe handling of the Goods which have been supplied with the Goods whether or not such information has been supplied by the Company. 12.2 The Customer will indemnify and keep indemnified the Company against any loss, damage, claims, expenses or liabilities arising as a consequence of the Customer's failure to comply with its obligations in sub-clauses or arising out of any claims made against the Company pursuant to the Consumer Protection Acts which arise wholly or in part from the Customer's failure to comply with obligations on its part to be performed whether pursuant to the Contract or the general law.
5	<b>PAYMENT</b>	13	<b>DESCRIPTIONS, DRAWINGS, DATA, CONFIDENTIAL INFORMATION</b>
5.1	For the purpose of these Conditions the Relevant Date means the date on which either 5.1.1 the Company despatches any consignment of the Goods or 5.1.2 the Customer takes delivery of any consignment of the Goods at the Company's premises or 5.1.3 the Customer defaults in its obligations under clause 6.1 whichever shall first occur or 5.1.4 (in the case of Services) the Services or any part thereof are carried out. 5.2 Unless otherwise agreed in writing by the Company (and subject to sub-clause 5.3), full payment will be made by the Customer in cash not later than thirty days after the Relevant Date PROVIDED THAT if the Company and the Customer shall have agreed a Schedule for the payment of interim and final payments the Customer shall make payment in accordance with such Schedule. Any sums the payment of which are conditional on the issue of an Architect's Certificate payments shall be made by the Customer within 14 days of the date of issue of such Certificate. 5.3 Where the Company has agreed to install Goods and has agreed in writing that payment for the Goods and/or Services or any part thereof is related to acceptance of the same by the Customer then unless otherwise agreed in writing by the Company the use of any part of the Goods by the Customer shall constitute acceptance of that part of the Goods and the installation thereof and payment for that part of the Goods and installation shall become due in accordance with the agreed Contract terms. 5.4 Time for payment will be of the essence of the Contract notwithstanding that property in the Goods has not passed to the Customer. 5.5 Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at 4% above Barclays Bank plc base rate from time to time. For the purpose of clause 7.2 and 9 the full purchase price of the Goods and/or Services will include any interest payable under this clause. 5.6 Non-payment on a due date will entitle the Company to demand payment of all outstanding balances whether due or not and/or cancel all outstanding orders without prejudice to any other rights it may have. 5.7 The Customer will not be entitled to withhold payment of any invoice by reason of any right of set-off or any claim or dispute with the Company unless such right or claim is agreed by the Company in writing. 5.8 Without prejudice to any other rights it may have the Company will have the right to suspend performance of its obligations if it reasonably believes that the Customer will not make payment in accordance with this clause.	13.1	All drawings, documents and other information supplied by or on behalf of the Company are supplied upon the express condition that the Customer will not without the prior written consent of the Company 13.1.1 give away, lend, exhibit or sell the same or extracts or copies thereof. 13.1.2 use them in any way except for the purposes of installing or operating the Goods for which they are issued. 13.2 Copyright and all other intellectual property rights in all drawings, documents and other information prepared and/or supplied by the Company shall vest in and remain the property of the Company.
6	<b>DELIVERY AND/OR COMPLETION OF SERVICES</b>	14	<b>PLANNING, PERMISSION, LICENCES, REGULATIONS, BYE-LAWS</b>
6.1	Unless otherwise agreed in writing by the Company the Customer will take delivery of the Goods at the nearest convenient unloading point to the Customer's works or appropriate site and the Customer shall be responsible for notifying the Company of any restriction of access such as weight, width, height or unloading hours. The Company shall have the sole right to determine to the relevant unloading point. The Customer will give the Company all necessary instructions and approvals for delivery upon the Company's request thereon. The Customer will be responsible for any costs arising due to its delay, off-loading will be at the Customer's risk and expense. 6.2 If the Contract is an International Supply Contract it will be deemed to incorporate the latest edition of 'Incoterms' current at the date of the Contract. If there is any inconsistency between 'Incoterms' and any express term of the Contract the latter will prevail. The Company will be under no obligation to give the Customer the notice specified in Section 32(3) of the Sale of Goods Act 1979. 6.3 The Company will try to deliver the Goods or complete the Services by any agreed date or within any agreed period but such dates or periods are estimates only given in good faith and the Company will not be liable for any failure to deliver or complete by such dates or within such periods. Time for delivery will not be of the essence of the Contract and will also be conditional upon receipt of final instructions for delivery being received promptly and all necessary information or approvals by the Customer being provided forthwith upon request. The Goods may be delivered by the Company in advance of any agreed date upon giving reasonable notice to the Customer. Dates quoted for delivery of orders not requiring installation refer to dates on which Goods will arrive on site. 6.4 If the Company is delayed or prevented from delivering the Goods or carrying out the Services due to war, terrorist action, governmental or parliamentary restrictions, strike, lock-outs, fire, floods, explosions, labour disturbances, trade disputes, damage to or destruction of the Goods, breakdown of machinery, shortages of labour or of raw materials or Act of God or due to any other cause beyond the reasonable control of the Company, the Company may cancel or suspend the Customer's order without incurring any liability for loss or damage. 6.5 The Company will try to comply with reasonable requests by the Customer for postponement of delivery but shall not be under any obligation to do so. Where delivery is postponed otherwise than due to the Company's default the Customer shall pay all costs and expenses of delay including a reasonable charge for storage and transportation. 6.6 Unless otherwise agreed in writing by the Company any packaging is intended to provide adequate protection only throughout normal conditions of transit of usual duration.	14.1	No responsibility is accepted by the Company for failure to comply with any building regulations, statutory or other regulation or local bye-law affecting the siting, use, operation or construction of the Goods. All consents and approvals required shall be obtained by the Customer unless the Company agrees in writing to obtain the same on behalf of the Customer. In the event that the Customer instructs the Company to proceed prior to obtaining the necessary consents of approvals the Customer will accept full responsibility for the Company proceeding and will indemnify the Company against any liability, claim, loss, penalty, costs or damage it may suffer as a result thereof. 14.2 All fees and charges made by any person or authority in connection with regulations or the passing of plans will be payable by the Customer.
7	<b>CANCELLATION OR DEFERMENT</b>	15	<b>CONSUMER SALES</b>
7.1	The Company may defer any deliveries of Goods or performance of Services or treat the Contract as determined if the Customer fails to make any payment when it becomes due or enters into any composition or arrangement with its creditors or has a winding-up order made against it or has an administrative receiver or administrator appointed or passes a resolution for winding-up or a Court makes an order to that effect or if the Customer breaches any of these Conditions. 7.2 Clause 7.1 is without prejudice to the Company's right to the full purchase price for the Goods and/or Services and damages for any loss suffered in consequence of the determination of the Contract. 7.3 Cancellation by the Customer will only be accepted at the discretion of the Company. Acceptance of the cancellation will only be binding on the Company if in writing and signed by a director. Any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting from the cancellation will be paid by the Customer to the Company forthwith.	15.1	Where the Goods are sold or the Services supplied by the Company under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Customer are not affected by these conditions.
8	<b>GENERAL</b>	16	<b>GENERAL</b>
8.1	These Conditions and the Contract are governed by English Law and the parties agree to submit to the jurisdiction of the English Courts in the event of any dispute. 8.2 The headings in these Conditions are inserted for convenience only. They are not to affect their interpretation or construction. 8.3 If any provision of these Conditions is or becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected. 8.4 Failure by the Company to enforce strict compliance with these Conditions by the Customer will not constitute a waiver of any of the Conditions.	16.1	These Conditions and the Contract are governed by English Law and the parties agree to submit to the jurisdiction of the English Courts in the event of any dispute. 16.2 The headings in these Conditions are inserted for convenience only. They are not to affect their interpretation or construction. 16.3 If any provision of these Conditions is or becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected. 16.4 Failure by the Company to enforce strict compliance with these Conditions by the Customer will not constitute a waiver of any of the Conditions.