

Terms and Conditions of Sale

1. Definitions

"Company" means Locking & Security Solutions Limited, Registered Office: 35 North Tyne Industrial Estate, Benton, Newcastle upon Tyne, Tyne & Wear, NE21 9SZ, United Kingdom.

"Buyer" means the person, firm or company who purchases Goods from the Company.

"Goods" means the articles supplied by the Company to the Buyer.

"Credit Customer" means a Buyer notified in writing by the Company that credit terms are available and not withdrawn.

"Warranty Period" means six (6) months from the date of the Company's invoice for the Goods, unless otherwise agreed in writing.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

2. Application of Conditions

These Conditions apply to all contracts for the sale of Goods by the Company and prevail over any terms proposed by the Buyer unless expressly agreed in writing by a duly authorised officer of the Company.

Any quotation or acknowledgement issued by the Company is an offer to sell only on these Conditions and is capable of acceptance only by the Buyer signifying agreement to these Conditions in writing.

Any variation of these Conditions is ineffective unless agreed in writing by a duly authorised officer of the Company.

3. Prices and Carriage

Unless otherwise agreed in writing, the price shall be the price in the Company's price list current at the date of delivery, or (if a specific quotation has been issued) the quoted price provided it is accepted within 30 days.

The Company may, by notice given up to seven (7) days before delivery, increase the price to reflect increases outside its reasonable control (including taxes, duties, foreign exchange fluctuations, and labour or material costs). If the Buyer reasonably regards the varied price as

too high compared with the price originally agreed, the Buyer may cancel the contract by written notice within three (3) days of receiving the notice of change.

Prices are exclusive of VAT, which shall be payable at the rate in force on the date of the VAT invoice.

For consignments with a net value of £180 or more (excluding VAT), the Company will pay the cost of normal road carriage to the Buyer's warehouse in the United Kingdom. If another form of transport or destination is stipulated by the Buyer or the net value is less than £180 (excluding VAT), carriage shall be paid by the Buyer.

4. Payment

For Credit Customers, payment is due on the last day of the month following the date of invoice.

All payments shall be in pounds sterling unless otherwise agreed in writing.

Interest on overdue sums accrues daily from the due date until payment, at five (5) percentage points above the Bank of England base rate from time to time. Interest shall accrue before and after judgment. The Company may recover reasonable costs of debt recovery in addition to interest.

If any payment is more than thirty (30) days overdue, the Company may suspend further deliveries and/or cancel any outstanding orders. Time for payment is of the essence.

The Company reserves the right to withhold Goods of a Credit Customer should the account of the Credit Customer be in excess of any agreed credit limit.

5. Delivery, Risk and Inspection

Delivery occurs when Goods are collected from the Company by the Buyer or its carrier, or by a carrier acting on the Company's behalf.

Any delivery date is the Company's best estimate, is not fixed and subject to change. The Company is not liable for any loss arising from failure to deliver promptly or at all.

The Buyer must notify the Company in writing of any shortages within three (3) working days of actual receipt, and in the case of total loss or non-delivery within the United Kingdom, within seven (7) days of the Company's or carrier's advice of dispatch.

The Buyer shall be deemed to have accepted the Goods at close of business on the second working day after delivery unless the Buyer has notified the Company of a valid rejection in accordance with these Conditions.

6. Cancellation, Returns and Refunds

If the Buyer cancels an order after processing or manufacturing has commenced, the Buyer shall pay a restocking charge equal to forty percent (40%) of the invoice price of the Goods. This charge is in addition to any other costs reasonably incurred by the Company because of the cancellation

No Goods conforming to the contract may be returned without the Company's prior written consent and issuance of a returns note number.

If the Company agrees to accept non-faulty Goods for return, they must be returned carriage-paid in their original packaging and in a resaleable condition. A handling charge equal to the greater of £10 or 40% of the invoice price will apply.

Where Goods are faulty or do not conform to the warranty in clause 7, the Company will repair or (at its option) replace them or refund the price; no handling charge will apply to the return of faulty Goods.

7. Warranty

The Company warrants that the Goods will materially conform to any description in the Company's specifications (subject to reasonable variation) and will be free from defects in design, materials and workmanship for the Warranty Period.

The Company's obligation is limited to repair or (at its option) replacement of Goods (or parts) that are delivered with, or develop, defects under normal and proper use within the Warranty Period.

Following notification of a defect, the Buyer shall provide access, information and assistance reasonably required by the Company to verify the defect and perform its warranty obligations.

The warranty does not apply to defects caused by unauthorised alteration, improper storage or use, installation, maintenance or repair contrary to the Company's written instructions or for purposes for which the Goods were not designed.

Replacement Goods are warranted for the longer of (i) the unexpired balance of the original Warranty Period or (ii) half of the original Warranty Period.

Except as expressly set out in this clause and save for terms that cannot be excluded at law, all other warranties and conditions (whether statutory or implied) are excluded to the fullest extent permitted by law.

8. Title (Retention of Title)

Title to the Goods remains with the Company until payment in full has been received for them (and any other sums due) notwithstanding that risk has passed to the Buyer.

While title remains with the Company, the Buyer shall store the Goods separately, identify them as the Company's property, keep them insured and hold insurance proceeds on trust for the Company.

The Buyer's right to possession ceases if payment is overdue or if the Buyer becomes insolvent, is declared bankrupt, proposes any composition with creditors, or has a receiver, administrator or liquidator appointed.

Upon cessation of the Buyer's right to possession, the Buyer shall at its expense make the Goods available and permit the Company to enter any premises to repossess or inspect them. The Company is granted an irrevocable licence for this purpose.

Nothing in this clause prevents the Buyer from selling the Goods in the ordinary course of its business.

9. Liability

The Company is not liable for loss of profit, loss of revenue, loss of goodwill, or any indirect or consequential loss or damage, whether arising in contract, tort (including negligence) or otherwise.

Nothing in these Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded at law.

Subject to the preceding sentence, the Company's total aggregate liability arising out of or in connection with any contract shall not exceed the price paid (or payable) for the Goods giving rise to the claim.

10. Specifications and Intellectual Property

The specification and design of the Goods (including all intellectual property rights) remain the Company's property and must not be disclosed or used without the Company's consent except to the extent they are in the public domain.

Where specifications or designs are supplied by the Buyer, the Buyer is responsible for their accuracy and warrants that their use for manufacture, processing, assembly or supply will not infringe any third-party rights. The Company is not liable for defects arising from such Buyer-provided specifications or designs.

Specifications and designs provided by the Company for quotation purposes are approximate only and subject to change to comply with safety or statutory requirements or where changes do not materially affect quality or fitness for purpose.

11. Compliance and Data Protection

Each party shall comply with applicable laws and regulations. To the extent either party processes personal data of the other in connection with the contract, it shall do so in compliance with the UK GDPR and the Data Protection Act 2018, using such data only for contract performance and retaining it no longer than necessary.

12. Health and Safety

The Buyer shall follow all information and advice given by the Company relating to the safe installation, use and handling of the Goods and shall indemnify the Company against claims arising from unsafe installation or use by the Buyer.

13. Force Majeure

Neither party is liable for delay or failure in performing its obligations (other than payment obligations) due to events beyond its reasonable control, including acts of God, war, strike, pandemics, cyber-attack, government restrictions, lock-out, industrial action, failure or delay of suppliers, fire, flood, tempest, drought or other events beyond reasonable control.

14. Notices

Notices must be in writing and sent by: (a) prepaid first class post or recorded delivery to the recipient's registered office or principal place of business (deemed received on the second Business Day after posting); or (b) email to the correct email address of the recipient (deemed received on the first Business Day after transmission).

15. Assignment

The Buyer may not assign, transfer or deal in any manner with any of its rights or obligations under the contract without the Company's prior written consent. The Company may assign its rights or subcontract its obligations in whole or in part.

16. Entire Agreement and Variation

These Conditions, together with the Company's quotation and order acknowledgement, constitute the entire agreement between the parties and supersede all prior discussions and understandings. Each party acknowledges that it has not relied on any statement not set out in the contract. Variation must be in writing and signed by both parties.

17. Severance and Waiver

If any provision is or becomes invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or severed if such modification is not possible, without affecting the remaining provisions.

A failure or delay by either party to exercise any right or remedy does not operate as a waiver of that or any other right or remedy.

18. Governing Law and Jurisdiction

These Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

19. Business Customers

These Conditions are intended for use with business customers. Where the Buyer is a consumer, nothing in these Conditions affects the Buyer's statutory rights.

January 2026