Terms & Conditions of Sale (Subject to Change)

1. GENERAL - The Terms and Conditions of sale outlined herein (hereina er referred to as "the Contract") shall apply to the sale by Allegion Safety & Security Solutions Ltd (hereinafter referred to as "the Company") to the person, firm or company to whom the Company's offer is made (hereina er referred to as "the Purchaser") of products, equipment and parts relating thereto (hereina er referred to as "the Equipment"). Unless otherwise agreed in writing by the Company it shall be understood that the company proceeding with any work shall be in accordance with the terms and conditions outlined herein. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ANY TERMS PUT FORWARD BY THE PURCHASER, UNLESS THE COMPANY AGREED TO THEM EXPRESSLY IN WRITING. NO CONDUCT BY THE COMPANY SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE OF ANY TERMS PUT FORWARD BY THE PURCHASER. Unless otherwise agreed between the parties, the Terms of Payment are net cash within 30 days of invoice and prices charged will be those ruling at the ate of despatch.
The Company reserves the right to charge interest at 5% over the Base Rate, from time to time, of Barclays Bank Plc on all overdue accounts, such interest shall accrue on a day to day basis.
If payment is agreed to be made by installments, in the event of default in payment of any one installment, all other sums payable under the Contract shall become due. If any clause of this Contract is held by any competent authority to be invalid or unenforceable in whole or in whole or in part, the other clauses of this Contract and the remainder of the clause in question shall not be affected thereby.

2. TITLE

a. Until one payment in full has been made of all sums due to the Company under the Contract (or in the case of the Company accepting any cheque, bill of exchange or promissory note, until the same has been honoured) the property in the Equipment supplied by the Company, even if affixed to other goods of the Purchaser or a third party, shall remain in the Company.

b. The Purchaser shall be at liberty to sell the goods as principal in the ordinary course of business, however the proceeds of any such sale and the benefit of any such contract of sale shall be the property of the Company and held in trust for the Company absolutely, provided always that the Company may by written notice terminate the Purchaser's power of sale at any time if it appears to the Company that the Purchaser may go or threatens to go into receivership or liquidation and at any time a er the termination of the power of sale, the Company may repossess the Equipment. If necessary the Company shall have the right to enter on to the Purchaser's premises to recover the Equipment or any part of it.

3. RISK - Not withstanding that the property in the Equipment may not have passed to the Purchaser as provided in Condition 2 hereof, the risk in the Equipment shall pass to the Purchaser at the time of the first tender of delivery to the Purchaser, his agent or carrier.

4. ASSIGNMENT - Neither party shall assign or transfer the Contract without the prior written consent of the other party. The Company shall however, be permitted to assign or transfer without the prior written consent of the Purchaser the Company's right to receive all or any portion of the payment due from the Purchaser under the Contract.

5. DELIVERY - Delivery dates shall be quoted by the Company. Such dates shall be interpreted as estimated and in no event shall such dates be construed as falling within the meaning of "time is of the essence".
Without prejudice the Company shall not be liable for loss, damage, detention or delay due to war, riots, civil insurrection or acts of the common enemy, fire, flood, strikes or other labour difficulties, including the Company's own plants, acts or omissions of the Purchaser, embargo, transport shortage, damage or delay in transportation, inability to obtain necessary labour or materials from usual sources, faulty forgings or castings, or other causes whatsoever beyond reasonable control of the Company.
In the event of delay in performance due to any such cause the date of delivery of time for completion will be adjusted to reflect the actual length of time lost by reason of such delay to properly reflect the delay. The Purchaser's acceptance of Equipment shall constitute a waiver of any claims for delay.

6. ACCEPTANCE OF THE GOODS BY THE CUSTOMER - Without prejudice to the provision of Condition 10 the Customer shall be deemed to have accepted the Goods as being in accordance with the Contract unless within 14 working days of receipt of the Goods the Customer notifies the Company in writing of any defect in materials or workmanship or failure to comply with designs. drawings, specifications or other data supplied by the Customer or any failure of the Goods to conform with the Contract which would be apparent upon such inspection and testing of the Goods as it is reasonable for the Customer to undertake within 14 working days.

7. TAXES - All prices are exclusive of taxes (including without limitation any value added sales or similar tax), port rates, transportation, insurance, custom dues, licence fees or other charges.

8. SET OFF'S - Neither the Purchaser nor any affiliated company or assignee shall have the right to claim compensation or to set off any claims against any amounts which become payable to the Company under this Contract or otherwise.

9. PATENTS - The Company shall defend any action or proceedings brought against the Purchaser and shall pay any adverse judgement entered therein so far as such action or proceeding is based upon a claim that the use of the Equipment thereof manufactured by the Company and furnished under this Contract constitutes infringement of any patent of a country where the Equipment is sold, or of a country where the Company is aware at the date of the sale that the Equipment will be used, providing the Company is promptly notified in writing and given authority, information and assistance for defence of same, and the Company shall, as its option, procure for the Purchaser the right to continue to use said Equipment or modify it so that it becomes non-infringing, or replace the same with non-infringing equipment, or remove said equipment and refund the purchase price. The foregoing shall not be construed to include any agreement by the Company to accept any liability whatsoever in respect of patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The foregoing states the entire liability of the Company with regard to patent infringement which is limited by Condition 11 hereof.

10. WARRANTY - Unless a longer warranty period is agreed in writing between the Company and the Purchaser, the Company warranty that the Equipment manufactured by it and delivered hereunder, will be free of defects in materials and workmanship for a period of six (6) months from the date of shipment. Should any failure to conform to this Warranty be reported in writing to the Company within said period, the Company shall at its option, correct such nonconformity, by suitable repair to such Equipment or by furnishing a replacement part Ex-works, provided the Purchaser has properly stored, installed, maintained and operated such Equipment in accordance with good industrial practices and has complied with the specific recommendations of the Company. Accessories or equipment furnished by the Company, but manufactured by others shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser. The Company shall not be liable for any repairs, replacements or adjustments to the Equipment or any costs of labour performed by the Purchaser or others without the Company's prior written approval. The effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's Warranty.
Performance warranties are limited to those specifically stated within the Company's proposal. Unless responsibilities for meeting such performance warranties are limited to specific shop or field tests, the Company's obligation shall be to correct in the manner and for the period of time provided above. THE COMPANY EXCLUDES ALL OTHER CONDITIONS, WARRANTIES OR REPRESENTATIONS OF ALL KINDS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (EXCEPT THAT OF TITLE) INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS RELATING TO SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. Corrections by the Company of non-conformities whether patent or latent, in the manner and for the period of time provided above shall constitute fulfillment of all liabilities for the Company for such non-conformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment.

11. LIMITATION OF LIABILITY - THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE AND THE TOTAL LIABILITY OF THE COMPANY WITH RESPECT TO THIS CONTRACT OR THE EQUIPMENT AND SERVICES FURNISHED HEREUNDER, IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF UNIT OF THE EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED.
THE COMPANY AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT, OR ANY BREACH HEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT SUPPLIED HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS, REVENUE OR INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OF CLAIMS OF THE PURCHASER OR CUSTOMERS OF THE PURCHASER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

12. GOVERNING LAW - The rights and obligations of the Purchaser and the Company shall be governed and construed in accordance with the Laws of England and the Purchaser submits to the non-exclusive jurisdiction of the English Courts.

13. EXECUTION - The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The Contract when so approved, shall supersede all previous communications either oral or written.