

GARRAN LOCKERS LIMITED Company Registration Number 3344995

(A) DEFINITIONS

In these conditions Garran Lockers Ltd is referred to as the "Company" and the person firm or company dealing with Garran shall be "The Customer".

(B) QUOTATIONS

Unless indicated to the company in the quotation, a quotation does not constitute an offer and may be withdrawn at any time before issue of an 'Order acknowledgement' or despatch of the goods whichever first occurs. A quotation shall lapse 30 days after the date of the quotation. The Company reserves the right to cancel an order, subsequent to an acknowledgement and before delivery of the goods.

(C) PRICES

- All prices exclude value added tax.
- Prices are subject to revision at all times in the event of any increase in costs, caused by circumstances beyond the Company's control.

(D) CREDIT TERMS

- Unless stipulated by the Company in writing payment for the goods and any services performed by the Company shall be made within 30 days of date of invoice.
- Time for making payment shall be of the essence of the contract and if payment of the goods or services or any part thereof shall remain unpaid, the Company reserves the right to discontinue manufacturing or to suspend deliveries until all monies due from the Customer to the Company are paid. Thereafter the Customer will be sent a Proforma invoice until such time as is deemed necessary.
- Interest will be charged on all sums due under or by way of damages for breach of contract at the rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time in force and shall be calculated and accrue on a day to day basis from the date upon which payment (whether before or after judgement has been obtained by the Company against the Customer).

(E) OWNERSHIP

- The goods shall remain the property of the Company until all sums due to the Company from the Customer, have been paid in full.
- The Customer shall be entitled to sell the goods in the ordinary course of his business.
- Subject to sub-condition(2) above such goods shall be at the Customer's risk and shall be kept safe in good condition and stored separately and clearly identifiable as the Company's property and all identifying marks kept intact and legible.
- The Customer's powers of use and sale of such goods shall terminate forthwith on notice from the Company if the Customer is in default of, any of its obligations under this or any other contract with the Company or if the Company has reasonable doubts as to the ability or willingness of the Customer to pay any sum to it on the due date.
- Upon termination of the Customer's powers of use and sale under this Condition, the Customer shall place all such goods in its possession or under its control at the Company's disposal and shall be deemed to irrevocably authorise the Company to enter upon any of the Customer's premises, with or without vehicles, for the purpose of removing such goods.
- The repossession of such goods shall be without prejudice to all or any of the Company's other rights against the Customer under the contract.

(F) LOSS OR DAMAGE IN TRANSIT

- The Company shall not be liable for any loss or damage to goods in transit, unless:
- Verbal notification of damaged goods, giving full notice of the loss or damage by the Customer to the Company is made within one day, followed by written notice within three days.
 - In the case of goods not delivered notification to be made within seven days of receipt by the Customer of the Company invoice.
 - Goods taken into storage by the Customer and declared to be damaged at a later date will only be replaced at the discretion of the Company.
 - The Company's liability for goods lost or damaged in transit shall in all circumstances be limited to (at the Company's option) repair or replacement of goods in question or refund of the invoice value of the same.

(G) DAMAGED OR DEFECTIVE GOODS

- The components of the goods are guaranteed by the Company to the Customer to be free from material defects for twelve months from receipt of same, subject to fair wear and tear but not in anyway due to misuse.
- The Customer must notify the Company in writing within 14 days after discovery of any "material defects" and shall permit the Company to inspect the same or, if the Company so requests, the Customer shall at its own expense and risk return the goods to the Company. If the Company accepts the Customers claim the Company refund to the Customer the costs of returning the goods to the Company for inspection.
- The Company's liability for defective goods is limited in all circumstances to (at the Company's option) repair or delivery of replacements or the refund of the invoice value to the Customer and the Customer shall accept such of the aforementioned remedies as the Company shall proffer as being fulfilment of the Company's obligations under the contract.
- 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 fullest extent permitted by law.
- The Company shall not be liable (whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty) or in any manner for consequential or indirect loss of whatever the nature suffered by the Customer or for special damages, loss of use (whether complete or partial) or loss of profit of any contract.
- Without prejudice to the generality of this clause:
All descriptions and illustrations contained in the Company's literature, price list or otherwise communicated to the Customer are intended merely to present a general idea of the goods described therein and nothing contained in any of them form any part of the contract for the sale and purchase of the goods.
Notwithstanding that a sample of the goods may have been exhibited to and inspected by the Customer, it is hereby agreed that such sample was so exhibited to and inspected solely to enable the Customer to judge for itself the quality of the goods and not so as to constitute a sale by example. The Company shall take the goods at its own risk as to their corresponding with the said sample or as to their quality, condition or sufficiency for any purpose.
- Nothing in this Condition shall be construed as limiting or excluding the Company's liability under part 1 of the Consumer Protection Act 1987 or for death or personal injury resulting from its negligence (as defined in section 1 of the Unfair Contract Terms Act 1977).

8. Where the goods are sold under a consumer transaction (as defined by the Consumer Transaction (Restrictions on Statement) order 1976) the statutory rights of the Customer are not affected by the Conditions.

(H) CANCELLATION

- Cancellation of an order in whole or part will subject the Customer to liability for finished or partly finished products, material in process and the Company's cancellation costs with its suppliers and, at the Company's discretion, loss of profit by the Company on the contract.
- Cancellation to be made in writing by the Customer, after giving prior notification, stating reasons for said cancellation. The terms would then be discussed with the Customer based on the above Conditions.
- The Customer may not refuse delivery of goods made by the Company, providing the goods comply with Customer's order. Any goods incorrectly ordered by the Customer, may at the discretion of the Company be collected from the Customer by the Company at a cost of 35% of the goods ordered together with any costs in rectifying any damage that has since occurred.
Goods returned by the Customer on his own or hired transport will not be accepted by the Company without prior discussion.

(I) GOODS SUPPLIED TO THE CUSTOMER'S SPECIFICATION

- Where goods have been supplied to the Customer's design or specification no guarantee or warranty is given by the Company as to the practicality, efficiency or otherwise of the goods. The Customer shall at all times ensure that the Company has in its possession details of all requirements necessary for the manufacture of non-standard goods. No claim made on the Company for any omission or error by the Customer will be entertained.
- The Customer shall be liable for all drawings, specifications and instructions issued to the Company with orders or pursuant to the contract and shall indemnify and keep indemnified the Company against all loss directly arising out of any error in or omission from such drawings specifications and instructions and all costs, demands and expenses whatsoever in respect of the infringement or potential infringement of any third party right arising out of the Company's use of such drawings, specifications or instructions.

(J) DELIVERY

- Delivery shall take place and risk of damage to or loss of goods shall pass to the Customer.
 - In the case of goods to be delivered which are stored at the Company's premises at the time when the Company notifies the Customer that the goods are available for collection; or
 - In the case of goods to be delivered which are stored, otherwise than at the Company's premises at the time of arrival of the goods at the designated place or, if the Customer or his agent wrongfully fails to take delivery of the goods at the time when the Company has tendered delivery of the goods.
- Delivery dates are estimates only. Time of delivery is not of the essence of the contract. The Company shall endeavour to deliver the goods by the stated delivery date but may suspend or delay delivery and shall not be liable for any loss whatsoever in the event of late delivery or non delivery of goods and instalments. The Customer shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract.

(K) FORCE MAJEURE

The Company shall not be liable to the Customer if it is unable to carry out any provisions of the contract for any reason beyond its control including (but without limitation) Act of God, Legalisation, War, Civil Commotion, Fire, Flood, Drought, failure of power supply, lockup, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute or owing to any inability to procure parts required for the performance of the contract.

(L) NOTICES

Any notice under these conditions shall be properly given if in writing and sent by first class post, telex or facsimile to the address of the intended recipient as stated in the contract or to such address as the Company and the Customer shall from time to time notify to each other as their respective addresses and shall be deemed served in the case of postal notice on the expiry of 48 hours from the time of posting, in the case of telex, on the recording of the "answer back" code on the sender's machine and in the case of facsimile on the expiry of 15 minutes from completion of transmission by the sender.

(M) COURT PROCEEDINGS

- The Law of England and Wales shall govern the construction and operating of the contract and the Customer agrees to submit to the non exclusive jurisdiction of the Courts of England and Wales.
- Each of these Conditions and each paragraph hereof shall be construed as a separate condition. Should any provision hereof be found to be invalid or unenforceable or an unreasonable restriction of the Company's liability then such provision shall apply with such modification as may be necessary to make it valid and effective.

(N) THE CUSTOMERS CONDITIONS

These conditions shall be the only conditions applying to the contract between the Company and the Customer.

(O) EXPORT

- Payment will be in Pounds Sterling (UK). The Customer will establish and maintain in favour of the Company an irrevocable and confirmed letter of credit with a UK clearing bank payable on the drafts drawn at sight upon presentation to the bank by the Company of a certified copy of the Company's invoice. Such letter of credit shall be established at least 30 days prior to anticipated shipment date and shall cover the full price of the goods (including applicable taxes) and such letter Of credit shall be divisible. All bank charges and other expenses in relation to the letter of credit shall be for the Customer's account.
- The Customer 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 therein.
- The goods will be sold F. O. B., C. I. F. or C+F at the option of the Company and the Company will be under no obligation to give notice under section 32(3) Sales of Goods Act 1979.