

# Fort Knox Security Ltd

## Standard terms and conditions

### Please read carefully

#### STANDARD TERMS AND CONDITIONS

The following terms and conditions govern your use of the Fort Knox Security Ltd services and the materials available therein ("Materials"):

#### 1. DEFINITIONS

The following words shall mean:

- \* Buyer: Buyer
- \* Conditions: the terms and conditions set out in this document
- \* Contract: any contract between the Buyer and Fort Knox Security Ltd for the sale and purchase of the Goods or services.
- \* Delivery Point: the place at which the Buyer collects the Goods
- \* Goods: the goods or services that the Buyer agrees to purchase from Fort Knox Security Ltd
- \* Price: the price for the goods excluding carriage, packing, VAT and insurance shall be the price set out in the Fort Knox Security Ltd current price or set out in the written estimate provided at the date on which an order is made
- \* Seller: Fort Knox Security Ltd or address of Fort Knox Security Ltd
- \* Working Day: Monday to Friday excluding bank and other public holidays

#### 2. APPLICATION OF TERMS

- \* The Contract shall be on these Conditions to the exclusion of any other terms and conditions.
- \* Any order for Goods from the Buyer shall be deemed to be an offer to purchase the Goods subject to these Conditions.
- \* No terms or conditions endorsed upon, delivered with or contained in any Seller's/Sellers' purchase order, confirmation of order, specification or other document shall form part of the Contract. The Conditions shall not be varied unless any agreement to vary is recorded in writing and signed by the Seller and Buyer.
- \* No order placed by the Buyer will be accepted by the Seller until he/she/it/they have/has sent to the Buyer acknowledgement and acceptance of the order. Upon the Seller sending the acknowledgement and acceptance of the order, the Seller and the Buyer will have a binding contract between them.
- \* The Buyer warrants that all the details in the order are complete and accurate.
- \* The Conditions shall apply to the sale of all Goods. Save as has been specifically provided for in the Conditions, any representations relating to the Goods shall not be effective unless expressly agreed in writing and signed by both the Seller and the Buyer.

#### 3. THE GOODS

- \* The Buyer acknowledges that they have entered into the Contract as a result of their inspection or knowledge of the Goods and not in reliance upon any description given by the Seller.
- \* All drawings, descriptive matter, specifications and advertising issued by the Seller are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract.

#### 4. COLLECTION OF THE GOODS

- \* Unless otherwise agreed in writing by the Seller, he/she/it/they shall make the Goods available for collection at place.
- \* The Buyer shall collect the Goods within 10 Working Days of the Seller giving notice to the Buyer that the Goods are ready to be collected.
- \* Any date specified by the Seller for collection of the Goods is intended to be an estimate and time for collection is not and shall not be made of the essence of the contract. If no date is so specified, delivery shall be within a reasonable time.
- \* The Seller shall not be liable for any loss (including any loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in making the Goods (even if caused by his/her/its/their negligence).
- \* If the Seller fails to make the Goods available for collection by any estimated date for collection or if no estimated date for collection is given, within a reasonable time, the Buyer may terminate or rescind the Contract upon giving notice to Seller for delivery days notice.

#### 5. TITLE AND RISK

- \* Title and ownership to the Goods shall not pass from the Seller to the Buyer until the Seller has received the Price in full together with all other sums payable by the Buyer to the Seller.
- \* Until title and ownership in the Goods has passed, the Buyer shall hold the Goods and each of them as bailey on behalf of the Seller and on a fiduciary basis retain the Goods separate from his/her/its/their other merchandise and possessions; and keep the Goods identifiably separate.
- \* The Goods shall be at the risk of the Seller up until he/she/it/they give/gives notice that the Goods are available for collection and thereafter they shall be at the risk of the Buyer.

#### 6. PAYMENT

- \* All invoices are payable without discount of any kind in Pounds Sterling within 14 days of the date of the invoice and in no circumstances may the Buyer make any deduction or withhold payment for any reason at all.
- \* o satisfactory quality within the meaning of the sale of goods act 1979; and o reasonably fit for their purpose.
- \* If any of the Goods do not conform with the warranty in condition, the Seller shall collect the Goods and may:
  - o carry out repairs to the Goods;
  - o replace the Goods or any defective part; or
  - o refund the price of such Goods.
- \* The Seller shall deliver any repaired or replacement Goods to the Buyer's premises. The Seller's liability for breach of warranty as set out in clause 8 shall be limited to complying with condition and shall not have further liability.

#### 8. LIMITED WARRANTY

- \* Fort Knox Security Ltd represents and warrants that it has the right and authority to make the supply and fitting of automatic gates and access control and CCTV systems available pursuant to these General Terms and Conditions.
- \* All services and materials are provided on an "As Is", "As Available" basis and Fort Knox Security Ltd and each third party supplier of materials expressly disclaim all warranties, including the warranties of merchantability and fitness for a particular purpose.

#### 9. LIMITATION OF LIABILITY

- \* The Seller shall not have any liability to the Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Seller or in any other way out of or in connection with the performance or purported performance of or failure to perform the contract except:
  - \* for death or personal injury resulting from the Seller's negligence; and
  - \* as expressly stated in these conditions.
- \* The Seller shall not be liable for any defect arising from any design or specification provided or made by the Seller or if any adjustments, alterations or other work has been done to the Goods by any person except the Seller or his/her/its/their authorized agent.
- \* The Seller shall not be liable where any Goods are lost or damaged in transit. All claims by the Buyer shall be made against the carrier.

#### 10. WEBSITE ACCESS

- \* Materials and features may be added to or withdrawn from www.fortknoxsecurity.ltd.uk and the Services otherwise changed without notice.

12. CONTRIBUTION TO Fort Knox Security Ltd Of www.fortknoxsecurity.ltd.uk  
Fort Knox Security Ltd reserve the right to use photographs of any gates made or supplied by or modified by the company (including any text, photographs, graphics, video or audio) you agree to grant Fort Knox Security Ltd a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the Fort Knox Security Ltd Privacy Policy. If you do not want to grant to FortKnox Security Ltd the rights set out above, please state this in writing before entering in to the contract.

#### 13. ASSIGNMENT

- \* The Seller may sub-contract the performance of any of its obligations under the Agreement to any parent, subsidiary or associated Company but the sub-contracting shall not relieve it of any liability under the Contract.
- \* The Seller and the Buyer shall not assign, delegate or otherwise deal with all or any of their rights and obligations under the Contract.

#### 14. FORCE MAJEURE

- \* If the performance of the Contract or any obligation under it is prevented, restricted, or interfered with by reason of circumstances beyond the reasonable control of the Seller and he/she/it/they gives prompt notice to the Buyer, the Seller shall be excused from the performance to the extent of the prevention, restriction, or interference, but the Seller shall use his/her/its/their best endeavors to avoid or remove the causes of non-performance and shall continue performance under the contract with the utmost dispatch whenever the causes are removed or diminished.

#### 15. GENERAL

- \* If there is any conflict between these terms and specific terms appearing elsewhere (including local house rules) then the latter shall prevail.
- \* Each right or remedy that the Seller and the Buyer has under the Contract is without prejudice to any other right or remedy that may exist.
- \* In the event that any provision of the Contract is declared by any judicial or other competent authority to be void, void able, illegal, or otherwise unenforceable or if an indication to that effect is received by either the Buyer or the Seller from any competent authority, the Buyer and the Seller shall amend that provision in such reasonable manner as achieves the intention without illegality.
- \* If the Seller or the Buyer:
  - \* fails or delays to exercise any right or remedy, it shall not operate as a waiver of it; and
  - \* partially exercises any right or remedy, neither of them shall be precluded from further exercising the right, remedy or other power.
- \* Any waiver of a breach of any provision of the Contract shall not:
  - \* be deemed to be a waiver of any subsequent breach or default; and
  - \* affect the other terms of the Contract.
- \* If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable. These terms shall be governed by and interpreted in accordance with the law.

#### 16. INTELLECTUAL PROPERTY

- \* The names, images and logos identifying Fort Knox Security Ltd, or third parties and their products and services are subject to copyright, design rights and trade marks of the Fort Knox Security Ltd and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of Fort Knox Security Ltd or any other third party.

#### 17. MISCELLANEOUS

- \* These General Terms and Conditions, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by Fort Knox Security Ltd immediately upon notice.
- \* Fort Knox Security Ltd may terminate the subscription for access to the website www.fortknoxsecurity.ltd.uk The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. Fort Knox Security Ltd may suspend or discontinue providing the Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.
- \* Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Services by the provider thereof. Notices shall be deemed to have been properly given on the date posted, if mailed; on the date first made available, if displayed in the Services; or on the date received, if delivered in any other manner. Notices to the provider of the Services should be sent to your account representative.
- \* The failure of the provider of the Services or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- \* The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Services without the prior written consent of the provider of the Online Services.
- \* These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the UK.
- \* Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

#### 18. SPECIFIC TERMS

- Estimates give for work undertaken are given in good faith. If, after instruction to commence, it is discovered that alterations to the original cost are necessary, the company reserves the right to make amendments to the estimate. All work carried out that is over and above that originally specified in the estimate is chargeable. This specifically applies to cases where the buyer has requested extras either at or after the time of installation of the system. Additional charges may be applied for extra work caused directly or indirectly by the buyer or any person, company or subcontractor other than Fort Knox Security Ltd through delays, amendments or changes.
- All materials supplied by the company but not required for a specific job remain the property of the company. Specifications given for a job may be changed by the company if the company elects that a different specification would better suit the installation. This may give rise to increased cost to the buyer.
- Only estimates written or electronic are valid for any recourse. No estimate given verbally is valid.

#### 19. NOTICES

- \* Any notice to be given under the Contract shall be:
  - o delivered personally;
  - o sent by first class prepaid recorded delivery or registered post; or
  - o by fax.
- \* A notice shall be deemed and served as follows:
  - o if personally delivered, at the time of delivery;
  - o if posted, within 48 hours of posting or in the case of airmail seven days after the envelope was delivered into the custody of the postal authorities; and
  - o if sent by fax, the time of transmission.

#### 20. HEALTH AND SAFETY

- It is the responsibility of the buyer to provide a safe and healthy environment for staff of Fort Knox Security whilst they are on site. The requirements of the company include but are not restricted to the following:
  - Sanitary services including drinking water, traffic restrictions whilst working in or around roads and driveways, children, those needing special care and animals to be kept away at all times.
  - Gates and barriers for vehicle use should at no time be used by pedestrians.
- The company is in no way responsible for any damage or injury or loss, directly or indirectly caused by gates or any other equipment whether supplied, installed, modified or maintained by the company or any other company.

#### 21. SECURITY

- The company is in no way responsible for the security of any of the property of the buyer. The buyer should be aware of the fact that gates, grilles or any of the security systems supplied, installed, maintained or modified by the company can only act as a deterrent and can never be 100% secure against any person determined to gain access.

#### 22. LEGISLATION

- It is the responsibility of the buyer to be aware of any special permission needed allow the installation of gates, rails, cameras etc... This relates to local planning permission, rights of way, disabled access rights and any other special permission not listed here.

#### 23. OTHER INFORMATION

- Gates will be fitted to open towards the property as standard.
- Cable runs will be taken by the easiest route above ground and on the surface of walls.
- Gates opening speed may not be adjustable.

#### 24. GARANTTEE

- Systems installed as new are covered by a warantee period of one year from date of invoice.
- After the first year manufacturers warantee is honoured on a parts only basis, labour will be charged on replacing warantee parts if the system is over a year old.
- Warantee does not cover repairs to gates or automation. Reconditioned equipment is covered by a 90 day warantee. Warantee is subject to the system being serviced at the recommended intervals.