

Standard Terms & Conditions of Sale – SureWerx UK Limited

1. General

“Jackson Safety” and “Fall Safe”: “we”, “us” are trading names of SureWerx UK Limited, (“SW”) a limited liability company registered in UK and trading as Jackson Safety and Fall Safe, with a registered office located at C/O French Ludlam & Co Limited, 661 High Street, Kingswinford, West Midlands, DY6 8AL, UK. “Buyer”: The legal entity to whom we supply goods (collectively “Products”) of any kind. Except insofar as otherwise explicitly agreed in writing between SureWerx UK Limited and the Buyer, these Standard Terms & Conditions (the “Conditions”) will apply to all transactions between SW and the Buyer, whether this is done in writing, via the internet, electronically or verbally (each a “Contract”).

2. Shipment agreements

2.1 An agreement with SW to supply Products is only established when SW has confirmed in writing a Buyer purchase order within 8 days following its receipt. Any amendments must be confirmed in writing by SW.

2.2 Any purchase order not confirmed in writing by SW shall be null and void.

3. Terms of delivery and transportation

3.1 The method of transport shall be determined by SW if not specified by the Buyer. For certain destinations SW may require the buyer to arrange their own transportation on an ex-works basis, SW will make the Buyer aware of this in advance of any order being agreed. Any specific requirements of the Buyer on the transport and shipment will only be performed if the Buyer has declared that it will bear the additional costs.

4. Time of delivery

4.1 The periods stated for delivery are not binding and are only target dates. Failure to meet the requested time of delivery does not in any event, provide grounds for the cancellation of an order or agreement, nor does it entitle the Buyer to any kind of compensation. We explicitly reserve the right to deliver by instalments, each of which will qualify as partial sale. The delivery of an order by instalments cannot in any event justify the refusal to pay for the Products supplied. Any liability on the part of SW for failure or delay in delivery is hereby excluded.

5. Liability

5.1 In the event that the Products supplied are damaged or incomplete, or in the event of any error, missing piece or any other type of irregularity, the Buyer is obliged to refuse the Products on delivery or to only accept them subject to a written reservation. Every complaint relating to the Products as delivered must be sent to us in writing within 5 working days as from the receipt, with a reference to the bill of lading. After that period, the Products will be deemed to have been finally accepted by the Buyer. No goods may be returned without prior written permission from SW. Such permission will not in any way imply that the Products have been acknowledged by SW as being damaged. Goods being returned, in whatever way they are being sent, remain at the Buyer’s risk and will be sent to our warehouse, carriage free.

5.2 SW shall not be liable for or responsible for any defect or other claim which arises from (i) normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with standards of proper practice or normal usage conditions set out in the catalogues, manuals or handbooks supplied by SW, modification or alteration not authorized in writing by SW, or use in conjunction with a third party product, or (ii) Buyer’s negligence, or (iii) the breach of Buyer’s obligations under this Agreement.

6. Delivery and risks

6.1 Where goods travel on an ex works basis delivery is regarded as being complete on the moment of departure from our warehouse loading

dock. It is the Buyer’s responsibility to ensure adequate insurance is in place to cover the transit risk. The risk of loss, damage or destruction of the goods to be supplied by SW is borne by the Buyer from the moment that these goods are collected in accordance with this article.

6.2 Where SW arranges the transportation it is the Buyers responsibility to ensure that the goods are inspected upon receipt and that SW are notified of any shortages or damages within 24 hours, together with supporting photographic evidence. SW will not accept liability to make good any missing or damaged product if this is not the case.

7. Force majeure and hardship

7.1 All delivery and other obligations of SW will be suspended in the event of force majeure. In such cases, SW is only obliged to deliver or perform its obligations to the extent possible. ‘Force majeure’ includes the following, although this is not an exhaustive list: war, mobilization of troops, embargo, partial or complete strike, lock-out, riot, epidemics, natural disasters, import and export restrictions, machinery failure, staff sickness, fire, explosion, accidents of any kind and any cause hampering the normal supply by our suppliers of raw materials, fuels and inventory for our normal production, transportation or dispatch, as well as all similar circumstances affecting SW, its subcontractors or suppliers.

8. Re-sale

8.1 The Buyer may only re-sell the Products in their original packaging, without modification.

9. Payments

9.1 All amounts due to SW are payable within 30 days as from the invoice date, without discount, deduction or offset.

9.2 SW retains legal title to all Products until settlement has been received in full for the associated Sales Invoice. In the event of non-payment or insolvency SW, or its agents, reserve the right to enter the Buyers premises, without notice, to recover the Products.

10. Compliance with Laws

10.1 Buyer shall comply with all laws and regulations applicable to the storage, use, handling, installation, registration and labelling of all Products as from their delivery and the disposal of all wastes and residues (including packaging) resulting from your use of the Products.

11. Privacy

11.1 Buyer agrees that SW and entities related with it may collect, store and use Buyer data, including personal data, for the purpose of facilitating its marketing and sale of the Products, and Buyer hereby consents to such collection, storage and use of Buyer data by SW and entities related with it for these purposes.

12. Miscellaneous

12.1 Any provision in these Conditions which is void or inapplicable shall have no effect on the validity of the other provisions. Any invalid clause will be replaced by another one that is appropriate.

12.2 SW may carry out its obligations under the Contract through any agents or sub-contractors appointed by it in its absolute discretion.

13. Applicable law

13.1 All Contracts are deemed executed at the registered office of SW in UK and are governed by the laws of England and Wales. Any dispute concerning the interpretation, implementation and cancellation of the present agreement which cannot be settled amicably will be resolved exclusively by the Courts of England. SW may also introduce any proceedings before the courts of the residence of a debtor. The Vienna Sales Convention does not apply.