

Baldwin Boxall Communications Limited

Conditions of Sale and Service

(The buyer's attention is in particular drawn to the provisions of Condition 9.)

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Acknowledgement of Order Form: the form issued by the Company in acceptance of any order submitted to it by a proposed Buyer.

Buyer: the person, firm or company who purchases the Goods and/or Services from the Company.

Company: Baldwin Boxall Communications Limited, a company incorporated in England and Wales with company registered number 01657211 and with registered office at Wealden Industrial Estate, Farningham Road, Crowborough, East Sussex, TN6 2JR.

Conditions: these terms and conditions as amended from time to time in accordance with condition 2.2.

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods and/or Services, incorporating these conditions.

Delivery Point: the place where delivery of the Goods is to take place under condition 4.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Services: commissioning, installation, maintenance or training services provided by the Company in relation to the goods

1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. Words in the singular include the plural and in the plural include the singular. A reference to one gender includes a reference to the other gender. Condition headings do not affect the interpretation of these conditions

2. APPLICATION OF TERMS

2.1 Subject to condition 2.2 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.2 Buyer and the Company may agree that special conditions apply to the Contract as set out in the Acknowledgement of Order Form. Where there is a conflict between the special conditions and these conditions, the special conditions shall prevail. Save for the special conditions, any variation to these conditions and any representations about the Goods or the Services shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.3 Voice Alarm, Public Address and Loudspeaker Design: Baldwin Boxall build and supply control equipment based on the information provided which can include loudspeakers if ordered. Baldwin Boxall does not accept responsibility for the design and installation of the system, including loudspeakers, as this is the concern of the integrator/others. If required Baldwin Boxall will carry out the commissioning of the supplied control equipment (final termination at the rack and test only). Any STIPA (speech transmission for public address) testing or acoustic modelling required, is not a service which Baldwin Boxall offers. If these services are required Baldwin Boxall recommends that an acoustic consultant is employed by the system integrator at no cost to Baldwin Boxall.

3. ORDERS

3.1 Each order or acceptance of a quotation for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods and/or Services subject to these conditions. No order placed by the Buyer shall be deemed to be accepted by the Company until an Acknowledgement of Order Form is issued by the Company or (if earlier) the Company delivers the Goods and/or Services to the Buyer.

3.2 The Company reserves the right to cancel any Contract at any time by notice in writing.

3.3 The quantity and description of the Goods and/or Services shall be as set out in the Acknowledgement of Order Form. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample. A minimum order charge of £30.00 excluding delivery costs and V.A.T. shall apply to all orders except by prior agreement.

4. PRICE AND DELIVERY

4.1 Unless otherwise agreed by the Company in writing, the price for the Goods and/or Services shall be the price set out in the Company's price list published on the date of delivery or deemed delivery. The price for the Goods and/or Services shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance (each where applicable), all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods and/or Services. A minimum order charge of £30 will apply to all orders except by prior arrangement.

4.2 Unless otherwise agreed in writing by the Company, the Delivery Point shall be at the Company's place of business. The Buyer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery. In any event, delivery will be deemed to have taken place upon the Company notifying the Buyer that they are ready for delivery.

4.3 Any dates specified by the Company for delivery of the Goods and/or Services are intended to be an estimate and time for delivery shall not be made of the essence by notice.

4.4 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations

(a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence); (b) the Goods shall be deemed to have been delivered; and (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.5 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the goods received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary within one working day of receipt

4.6 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or Services (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days. The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

4.7 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

4.8 The Company acknowledges the fact that, on occasion, it is necessary to return unwanted goods. If returned within 30 days of delivery, in an unused condition and in original packaging, the Company will issue a refund, with the exception of a restocking fee. These fees are as follows: All Baldwin Boxall products at 15% of purchase price, all third party equipment at 20% of purchase price. Delivery charges will not be refunded. All items returned will be fully inspected and tested prior to the refund being issued

5. RISK/TITLE

5.1 The Goods are at the risk of the Buyer from the time of delivery.

5.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of (a) the Goods; and (b) all other sums which are or which become due to the Company from the Buyer on any account.

5.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as the Company's bailee; (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; (c) ensure that the goods are not installed at the Buyer's premises or otherwise; (d) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and (e) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

5.4 The Buyer's right to possession of the Goods shall terminate immediately if: (a) the Buyer has a bankruptcy order made against him or enters into liquidation (whether voluntary or compulsory); or (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or (c) the Buyer encumbers or in any way charges any of the Goods.

5.5 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to recover them.

5.6 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 5 shall remain in effect.

5.7 Once ownership of the Goods has passed to the Buyer in accordance with these conditions, the Buyer agrees that (a) any installation, commissioning or maintenance carried out by the Buyer in respect of such Goods shall be carried out with all reasonable skill and care; and (b) it will not install, commission, maintain or modify the Goods in any way that may adversely affect the good reputation of the Company

5.8 The Buyer shall bear the cost of collection, treatment, recovery and environmentally sound disposal of the Goods whether under WEEE regulations or otherwise. When supplied as B2B EEE the producer invokes regulation 12.2 and passes all WEEE obligations to the end user.

6. COMMISSIONING, INSTALLATION, MAINTENANCE AND TRAINING

6.1 In the event that the Contract includes Services, this condition 6 shall apply.

6.2 Where equipment and/or the Goods are stored on any premises prior to any Services being carried out in relation to such equipment and/or Goods, the Buyer shall ensure that the equipment and/or Goods are correctly stored and are in good condition.

6.3 The Buyer shall ensure that on the arrival of the Company's engineers at the premises: (a) the site is accessible, clear, level, and dry; (b) where floor or wall fixing is necessary, that there is no obstruction; (c) an electricity supply is available to allow power tools to be used; (d) sufficient working space is available to allow the engineers to carry out the Services; (e) the Company's engineers are provided with such equipment, facilities, and/or assistance as may reasonably be required to allow them to perform work in connection with the Services.

6.4 If upon arrival of the Company's engineers at the premises it becomes apparent that in order to fulfil the Company's obligations under the Contract additional work is required that has not been included within the Contract the Company reserves the right to impose an additional charge upon the Buyer in respect of such additional work.

6.5 Unless the Buyer provides the Company with no less than 7 days notice of any cancellation relating to any Services the Buyer shall be liable to the Company for the full price payable under the Contract for such Services.

6.6 Participation in training by any employee of the Buyer does not guarantee that such employee will successfully complete the training and that a certificate will be awarded. Such certificates are awarded at the sole discretion of the Company's instructors.

6.7 If the Company's engineers are unable to carry out the Services due to a failure by the Buyer to comply with the above conditions, then any further visits by the Company's engineers or instructors shall be chargeable in addition to any price payable under the Contract, and the Company may (at its sole discretion) charge the Buyer a cancellation fee in addition to any price payable under the Contract.

6.8 Where the company supplies commissioning services to the Customer, if a fault indicator displays on the commissioned system within a period of 90 days from the "handover date" (hereby defined as the date that handover documentation is issued to the customer), upon the fault being reported to the Company's Technical Support Department, the Company will endeavour to diagnose and resolve the fault through the following means:

- a) Remote technical support; or, where this does not resolve the issue,
 - b) Onsite engineer attendance
- Prior to the onsite engineer attendance, a zero-value purchase order is required to be supplied to the Company by the Customer. If on diagnosing the root cause of the fault it is found that the fault has been caused by either the equipment or commissioning services supplied by the Company, the subsequent rectification works will be provided by the Company free of charge. Where the diagnosis indicates that the fault has not been caused by either the equipment or commissioning services provided by the Company, the Company reserves the right to charge for the site visit at the applicable service rate.
- Any faults reported 90 days from the handover date that require onsite engineer attendance will be chargeable at the applicable service rate and a purchase order for this value will be required prior to the service being provided.

7. PAYMENT

7.1 Subject to condition 7.2, payment of the price for the Goods and/or Services is due within 30 days of the date of the invoice relating to the Contract. Payment shall be in pounds sterling unless otherwise agreed in writing. Time for payment shall be of the essence. No payment shall be deemed to have been received until the Company has received cleared funds.

7.2 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

7.3 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

7.4 If the Buyer fails to pay the Company any sum due pursuant to the Contract, then without limiting the Company's rights under Condition 10 the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis until payment is made, whether before or after any judgment. The Buyer shall pay the interest together with the overdue amount. Notwithstanding the foregoing, the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 in the alternative.

8. QUALITY

8.1 In the event that the Contract includes Services, the Company shall use reasonable skill and care in the performance of those Services.

8.2 In the event that the Contract includes Goods of which the Company is not the manufacturer, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company in respect of those Goods.

8.3 The Company warrants that from 17th May 2022 (subject to the other provisions of these conditions) on delivery, and for a period of 7 years unless otherwise stated) from the date of delivery, the Goods shall: (a) be of satisfactory quality within the meaning of the Consumer Act 2015; and (b) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing. (For Goods delivered before 17th May 2022 the period of warranty is 5 years in accordance with our Terms & Conditions at the time.) For the avoidance of doubt Goods shall not include Services unless otherwise stated. This Condition shall not apply to any third party manufactured or branded products, including batteries, loudspeakers and BVOCDA which shall be subject to the relevant manufacturer's warranty of one year unless otherwise stated.

8.4 The Company shall not be liable for a breach of any of the warranties in condition 8.3 unless: (a) the Buyer gives written notice of the defect to the Company; and (b) if the defect is as a result of damage in transit, the Buyer gives written notice to both the Company and the carrier (in each case stating the date the Goods were received and the delivery note number of the consignment) within 24 hours of the time when the Buyer discovers or ought to have discovered the defect; and (c) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there. If, following such inspection and testing, the Company finds such Goods to be free from defects, the Buyer shall reimburse the Company for its reasonable costs incurred in testing the Goods and/or returning the goods to the Buyer.

8.5 The Company shall not be liable for a breach of any of the warranties in condition 8.3 if: (a) the Buyer makes any further use of such Goods after giving such notice; or

(b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or (c) the Buyer alters or repairs such Goods without the written consent of the Company; or (d) the Goods have been installed or commissioned by persons other than employees of or persons appointed by the Company unless such installation is later commissioned by the Company.

8.6 Subject to condition 8.4 and condition 8.5, if any of the Goods do not conform with any of the warranties in condition 8.3 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company.

8.7 If the Company complies with condition 8.6 it shall have no further liability for a breach of any of the warranties in condition 8.3 in respect of such Goods.

8.8 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 7 year period for Goods delivered on 17th May 2022 or later (For Goods delivered before 17th May 2022 the period of warranty is 5 years in accordance with our Terms & Conditions at the time.)

8.9 Any internal spare supplied outside of the warranty period of the system to which it is a part of, will be subject to a 1 year warranty from the date of sale.

8.10 Any goods subject to chargeable repair outside of the warranty period will be subject to a 1 year warranty from the date of repair.

8.11 Any goods that have been announced as 'obsolete' by the Company will be subject to a warranty period of the earlier of i) 7 years from the date of sale; or ii) The date that support for the product ends, as announced by the Company.

9. LIMITATION OF LIABILITY

9.1 Subject to conditions 4 and 8, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (a) any breach of these conditions; (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law (Consumer Act 2015) are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these conditions excludes or limits the liability of the Company: for death or personal injury caused by the Company's negligence; or under section 2(3), Consumer Protection Act 1987; or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

9.4 Subject to conditions 9.2 and 9.3: (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and (b) the Company shall not be liable to the Buyer or end user for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10. TERMINATION AND SUSPENSION

10.1 The Supplier may suspend delivery of the Goods or provision of the Services or may terminate the Contract with immediate effect by giving written notice to the Buyer if: (a) the Buyer fails to pay any sum by the due date; (b) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due; (c) the Buyer commences negotiations with all or any class of creditors with a view to rescheduling any of its debt; (d) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets or; (e) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (f) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.

10.2 On termination of the Contract for any reason the buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

10.4 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. GENERAL

11.1 These conditions shall be governed by the laws of England and Wales and the courts of England shall have exclusive jurisdiction.

11.2 The Customer may not assign the contract to another party. The company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.3 If any provision of these conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these conditions and the remainder of such provision shall continue in full force and effect.

11.4 Failure or delay by the Company in enforcing or partially enforcing any provision of these conditions shall not be construed as a waiver of any of its rights under these conditions.

11.5 The parties to the Contract do not intend that any of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.

