

TERMS AND CONDITIONS:

1. Interpretation

In these conditions unless the context requires otherwise: 1.1 "the Buyer", "you" or "your" means the person, firm or company who purchases the Goods from the Company: 1.2 "the Company", 'we' or "us" means Sussex Installation Team LTD;

- . 1.3 "the Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company
- . 1.4 "the Goods" means any goods and/ or services agreed in the Contract to be supplied by the Company to the Buyer;: 1.5 "the Place of Delivery" means the place to which the Goods are to be delivered and/ or installed 1.6 "the Price" means the price for the "Goods" excluding carriage, installation, other required parts, packing, insurance and VAT (unless otherwise stated).

2. The Contract

- . 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- . 2.2 Subject to the Company's rights under clause 13 below any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing.

3. Delivery

- . 3.1 The Place of Delivery shall be the Buyer's premises unless another address is specified and agreed to by the Company. If we are providing an installation service, then a suitable size safe area should be provided by the Buyer with shelter if the weather is bad. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery. The Buyer will be responsible for all charges in relation to delivery of the Goods, including any parking charges or emission zone charges.
- . 3.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate only. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time.
- . 3.3 Subject to the other provisions of these Conditions, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract.

4. Returns 4.1 If the Goods are not used by the Buyer the Company may permit the Buyer to return the Goods provided that the Goods are returned unused within 30 days from the date of

delivery and the Goods are accompanied by a Goods Return Note (GRN) issued by the Company. Risk in the Goods will remain with the Buyer until the Goods are returned to the Company. The Buyer will be responsible for all costs incurred in relation to the return of the Goods and will indemnify the Company on a full indemnity basis for any costs or expenses incurred by the Company in relation to the return of the Goods (and credit will be less any restocking fee or any other charges the Company incurs). This excludes goods that have been installed as they are 100% non refundable.

5. Risk in and Ownership of the Goods

- . 5.1 Risk in the Goods shall pass to the Buyer on delivery, at the Buyers agreed Place of Delivery

- . 5.2 Title in the Goods shall pass to the Buyer when the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may 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:
 - . 5.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
 - . 5.3.2 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 identifiable as the Company's property;
 - . 5.3.3 not destroy or deface any identifying mark on the Goods or their packaging;
 - . 5.3.4 maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.
- . 5.4 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. If this means that the goods are removed from a vehicle, then the Seller is not responsible for any repair to the vehicle; where the vehicle has been modified to accept the goods. The cost to the Seller in removing the goods will be added to the outstanding amount that is payable to the Seller by the Buyer.
- . 5.5 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- . 5.6 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

6. Price

- . 6.1 The Price shall be the price set out on the date of delivery in the Company's price list.
- . 6.2 The Buyer shall pay such deposit as the Company shall direct.
- . 6.3 The Buyer shall pay to the Company as the Company shall direct any additional charges the Company may incur including (but not exclusively) any additional charge incurred for payment from the Buyer by credit card/debit card
- . 6.4 All prices quoted and invoiced are in GB Pounds and must be paid in full in GB Pounds, unless otherwise agreed in writing by Sussex Installation Team LTD.

7. Payment

- . 7.1 Subject to paragraph 6, full payment of the Price and VAT shall be due immediately upon delivery or as per credit agreed terms.

. 7.2 Payment shall not be deemed to have taken place until in receipt by the Company of cleared funds in full in GB Pounds, unless otherwise agreed in writing by Sussex Installation Team LTD

. 7.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above Bank of England base rate from time to time in force and shall accrue at such a rate after as well as before any judgment

8. Warranties

. 8.1 The Company warrants that the Goods we supply are of satisfactory quality for a period of 12 months from the original date that the buyer purchased the goods. We do not guarantee the Goods from break in or damage caused to the goods or the buyers vehicle as a result of a break in attempt (weather that be successful or not). We do not give any guarantees of the security of the buyer's vehicle(s) or the contents of the buyer's vehicle(s) regardless of the level of security products that we may have installed to the vehicle(s) and have no responsibility for financial loss to the buyer incurred by a break in (or break ins) or attempted break in(s) to their vehicle(s) or theft of their vehicle(s). Whilst we take reasonable care to clean away debris from your vehicle and apply treatment to cut metal, we do not assume the responsibility for any corrosion or warranty issue with the vehicle as a result of having our products fitted. Whilst we install electrical products using industry best practices where possible, we are not responsible for any warranty issue that you might have with the vehicle manufacturer or their representative as a result of our products being installed into your vehicle.

. 8.2 The Goods may have the benefit of a guarantee against manufacturing defects for a period of 12 months from the original date of purchase by the Buyer (see the specific guarantee accompanying each individual product that has been written and supplied by Sussex Installation Team LTD for full details of the guarantee of the respective product; which will form part of these terms and conditions).

. 9. Limitation of Liability

. 9.1 If we have supplied goods to be installed or any information to help assist you or a 3rd party with installation of goods to your vehicle, then whilst every effort has been made to ensure the accuracy of details and information provided Sussex Installation Team LTD gives no warranty in relation to the accuracy of the information and will accept no liability for any damaged caused by the use of the information. It is the sole responsibility of you or your 3rd party installer to check the suitability the product for vehicle and application, component parts of kit and accuracy of any supplied information before commencing installation.

. 9.2 The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the Price and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages.

10. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Conditions shall be suspended until it notifies the other party of the end of such event of Force Majeure.

11. Severance

If any part of these Conditions is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Conditions which will otherwise remain in full force and effect.

12. Whole Agreement

The Buyer acknowledge that this agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the Company or its employees or agents and has made its own independent

investigations into all matters relevant to it.

13. Third Party Rights

A person who is not a party to this agreement has no rights to enforce the terms of this agreement.

14. Amendments

- . 14.1 The Company reserves the right to amend these Conditions at any time.
- . 14.2 The Company will notify the Buyer of any changes to the Conditions in writing.
- . 14.3 If the Buyer does not approve of any changes to the Conditions and wishes to end this agreement he must do so in writing (sent by recorded delivery to the Company's registered office) within 30 days of receiving notice of the changes otherwise the changes will be deemed to be incorporated into and form part of these Conditions.

15. Proper Law

These Conditions shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.