



**Suppliers of Specialist Communication  
Cabling and Components.**

Tel: 08450940244 Fax:0845 0940255  
Email: sales@securiflex.co.uk

## ***Conditions of Sale:***

**This form must be signed by an authorized signatory  
and return with the account application.**

### **1. General**

Orders are accepted on condition that the following conditions of sale be accepted by the customer to the exclusion of the customers conditions and any other conditions of sale or purchase, and that in the event of resale the customer undertakes the responsibility of ensuring that the ultimate purchaser is also fully acquainted with and accepts the said conditions. No terms or conditions (whether contained in the customers official purchase order or otherwise) shall be binding on Securiflex other than those set out herein, unless expressly agreed otherwise by Securiflex in writing.

### **2. Basis of Sale Quotations**

2.1. Securiflex employees or agents are not authorised to make any representations concerning the goods unless confirmed by Securiflex in writing. In entering into the contract the customer acknowledges that it does not rely on, and waves any claim for breach of, any such representations which are not so confirmed. Any advice or recommendation given by Securiflex or its employees or agents as to the storage, application or use of the goods which is not confirmed in writing by Securiflex is followed or acted upon entirely at the customers own risk, and accordingly Securiflex shall not be liable for any such advice or recommendation which is not so confirmed.

2.2 Quotations are generally valid for a period of 10 days from the date of issue unless otherwise extended by Securiflex in writing in extenuating circumstances however, Securiflex reserves the right to withdraw its offer. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Securiflex shall be subject to correction without any liability on the part of Securiflex

### **3. Prices**

Prices quoted are ex works. Carriage (where applicable), insurance, packaging and any other costs (if any) will be charged as extra.

Increases (if any) suffered by Securiflex may give rise to an increase in the price charged to the customer over and above that contained in any quotation. All prices quoted are exclusive of VAT.

### **4 Information supplied and product requirements.**

When supplying goods, every endeavor is made to meet the requirements of the customer as specified by them. No responsibility is accepted as to the suitability of the goods unless recording in writing. Information about the products is supplied in good faith.

Securiflex will not be responsible nor accept liability for the damage of any kind sustained directly or indirectly by any person using such information. In the event of any

disagreement or dispute regarding the supply of product/s judged by the customer to be unsuitable or not as to that which was ordered or expected. No liability will be accepted by Securiflex and no resulting claim considered. Except in respect of death or personal injury caused by Securiflex negligence, Securiflex shall not be liable to the customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims consequential compensation whatsoever (and whether caused by the negligence of Securiflex its employees nor agents or otherwise) which arise out of or in connection with the supply of the goods or their use of resale by the customer, except as expressly provided in these conditions.

### **5. Delivery loss or damage in transit**

The responsibility for any goods delivered passes to the customer at the point of delivery at the agreed destination and when the goods passes to the customer at the time when the goods leave the premises of Securiflex or 10 days after notification to the customer that the goods are available for collection whichever is the earlier. No responsibility is accepted by Securiflex for repair replacement or loss outside these circumstances. Any complaints made within these terms should be made within 24 hours of the receipt of goods.

### **6. Delivery times stated**

Delivery times quoted are made in good faith and responsibility for liability will not be accepted by Securiflex should be agreed delivery date or deadline by passed or missed. When goods are delivered in installments or against schedules, each delivery shall constitute a separate contract.

6.2. If Securiflex fails to deliver the goods for any reason other than any cause beyond Securiflex reasonable control or the customer fault, and SecuriFlex is accordingly liable to the customer, Securiflex shall be limited to the excess (if any) of the cost to the customer (in cheapest available market) or similar goods to replace those not delivered over the price of the good.

### **7. Quantities / Packing**

Controls of these procedures is strict and shortages are most unlikely. Should doubt arise about the quantity received against that which was shown on the documents or expected, then a report should be lodged at the point of delivery. Should the condition of the packaging give doubt as to the validity of the claim then Securiflex may not accept liability. Stated drum lengths may vary and Securiflex reserves the right to deliver 10% above or below the quantity ordered and invoiced.

### **8. Returnable Packaging**

Where cable is supplied on returnable drums the customer shall undertake to return these to Securiflex at its cost and within the time agreed.

### **9. Return of Unwanted Goods**

Where goods are returned without justification to Securiflex, or the customer fails to give Securiflex adequate delivery instructions then a handling charge will be made.

### **10. Designer Specification & Alterations**

Should a design alter, or a specification change on any product ordered by the customer during the period between the order being placed and its subsequent delivery, Securiflex reserves the right to supply a product which in its opinion is appropriate to that which was originally ordered.

### **11. Cancellation of Order**

Any order canceled by the customer, be it written or verbal, may result in a charge being levied by Securiflex.

## 12. Warranties and Liability

12.1. Subject to the conditions set out below, Securiflex warrants that the goods will correspond with their specification and the time of delivery and the time of delivery and will be free from defects in material and workmanship.

12.2. The above warranty is given by Securiflex subject to the following conditions:

12.2.1. Securiflex shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

12.2.2. Securiflex shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, Failure to follow Securiflex instructions (whether oral or writing), misuse or alteration or repair of the goods without Securiflex approval.

12.2.3. Securiflex shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment.

12.2.4. The above warranty does not extend to parts, materials or equipment not manufactured by Securiflex in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Securiflex.

## 13. Terms of Payment

13.1. Payment must be made net within 30 days month end of invoice. Where special arrangements have not been agreed. Securiflex reserves the right to levy an interest charge at its discretion for non-payment after that period, should it be deemed necessary.

13.2. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the customer until Securiflex has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by Securiflex to the customer for which payment is then due.

13.3. Until such time as the property in the goods passes to the customer, the customer shall hold the goods at Securiflex fiduciary agent and bailee, and shall keep the goods separate from those of the customer and third parties and properly stored, protected and insured and identified as Securiflex property. Until that time the customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Securiflex for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

13.4. Until such time as the property in the goods passes to the customer (and provided the goods are still in existence and have not been resold). Securiflex shall be entitled at any time to require the customer to deliver up the goods to Securiflex and, if the customer fails to do so forthwith, to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.

13.5. The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of Securiflex, but if the customer does so, all the monies owing by the customer to Securiflex shall (without prejudice to any other right or remedy of Securiflex forthwith become due and payable.

## 13. Force Majeure

Without prejudice to any other provision of this agreement Securiflex shall not be liable for any delay in or failure to perform any of its obligations herein, if the delay or failure is due to causes beyond Securiflex normal control.

## 14. Proper Law

These conditions and all contract to which they apply shall in all respects be governed by and construed in accordance with the law of England shall have exclusive jurisdiction to determine any dispute arising hereunder.

I fully understand and except the conditions of trading and agree to abide by them.

**Signed:**

**Print:**

**Date:**

**Company:**

**Title:**

**These Terms and Conditions Must be  
Signed and Returned with Account  
Application Form to:**

Securiflex Ltd, Unit 20, Golding Barn  
Industrial Estate, Small Dole,  
West Sussex, BN5 9XH