

STANDARD TERMS AND CONDITIONS

1. General

1.1 In these conditions; "Conditions" means these terms and conditions of sale; "Contract" means the contract for the sale of the Goods by CMR to the Customer incorporating these Conditions; "Customer" means the person or firm with whom CMR contracts for the sale of the Goods upon the terms of these Conditions; "Delivery" shall have the meaning given in clause 4; "Goods" means the products sold by CMR to the Customer pursuant to the Contract including any part or parts of them; "CMR " means CMR Electrical Limited; "Price" means the price to be paid by the Customer for the Goods. All headings are for ease of reference only and shall not affect the construction of these Conditions.

1.2 All orders are accepted and all contracts entered into by CMR on these Conditions which shall override and exclude any other terms stipulated or referred to by the Customer or by CMR unless specifically agreed to in writing by a director of CMR. For the avoidance of doubt, other agents and employees of CMR do not have any authority to alter or vary these Conditions.

1.3 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.

1.4 Any estimate or quotation given by or on behalf of CMR whether orally or in writing shall constitute an invitation to the Customer to place an order and thereby make an offer open to acceptance by CMR.

1.5 Purely for evidential purposes, acceptance of the Goods shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.

2. Prices

2.1 The price shall be the price current at the date of dispatch of the Goods which shall be the price stated at the time of the Contract subject to a variation to reflect any increase in cost to CMR which is due to any factor beyond the control of CMR (such as, without limitation, any increase in prices charged by suppliers to CMR, any foreign exchange fluctuation, increase in the cost of labour or materials, alterations of duties).

2.2 All prices stated are exclusive of VAT (which shall be due at the rate ruling at the date of VAT invoice) and carriage.

2.3 Prices quoted will be valid for a period of 60 days from the date of the written quotation.

3. Payment

3.1 Payment of the Price in full, carriage and VAT is due on the last working day of the month following the month in which the Goods are dispatched. Time for payment shall be of the essence.

3.2 If the customer fails to make any payment due to CMR under this agreement by the due date for payment (due date), then, without limiting CMR's remedies, the Customer shall pay

interest on the overdue amount at the rate of 4% per annum above HSBC Bank PLC's base lending rate from time to time.

4. Delivery

4.1 Delivery shall take place when the Goods leave the premises of CMR to an address provided by the Customer.

4.2 If in the opinion of CMR it is not practicable for CMR to deliver the Goods due to any act or omission on the part of or on behalf of the Customer including: the Customer failing upon request to provide a UK delivery address, appropriate instructions, necessary documentation, licences or authorisations; the Customer refusing to accept delivery of the Goods; or for any other reason whatsoever, then CMR may place the Goods into storage either at its own premises or elsewhere and Delivery shall be deemed to take place when the Goods are placed into such storage whereupon the Price of the Goods shall become immediately payable and the Customer shall become liable for all related costs and expenses including without limitation storage and insurance. CMR may at its discretion continue to store the Goods or sell the Goods to another party or parties and the exercise of this discretion shall be without prejudice to any other rights or remedies CMR may have against the Customer

4.3 All times and dates of delivery are approximate only and time of delivery shall not be of the essence and shall not be made of the essence by notice and CMR shall in no circumstances be liable to compensate the Customer in damages or otherwise for late delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising from late delivery.

4.4 The Customer shall not be entitled to reject the Goods by reason only of short delivery and the Customer shall pay for such Goods delivered to the Customer at the pro rata contract price

5. Inspection

5.1 The Customer must inspect the Goods as soon as practicable after receipt. Any discrepancy (including short delivery and failure to comply with description), defect or damage (which discrepancy, defect or damage would be apparent on reasonable examination) must be notified to CMR within 5 working days within receipt of the Goods. Any other discrepancy, defect or damage must be notified to CMR as soon as it is or ought reasonably to have been discovered, whichever the sooner. In the case of non receipt of the Goods, the Customer must notify CMR within 5 working days of CMR's invoice for the non-received Goods.

5.2 If the Customer fails to give notice as required by clause 5.1 the Goods shall be deemed to have been received and to be in all respects in accordance with the Contract and free from any discrepancies, defect or damage and the Customer shall be deemed to have accepted the Goods accordingly.

5.3 As regards this clause 5, time shall be of the essence.

6. Passing of title and risk

6.1 The property in the Goods shall not pass to the Customer until:

6.1.1 all sums (including sums pursuant to any contract or otherwise) due or owing to CMR shall have been paid in full without any deduction or deferment on account of any disputes or counterclaims whatsoever, or

6.1.2 the Goods are delivered to a third party following a sale by the Customer in the normal course of its business in which case property in the Goods shall be deemed to have passed to the Customer immediately prior to such a delivery.

6.2 Until property in the Goods passes to the Customer the following shall apply

6.2.1 the Customer shall hold the Goods as bailee and trustee owing fiduciary duties to CMR;

6.2.2 the Customer shall safely store the Goods at no cost to CMR and shall ensure that the Goods are clearly identified as belonging to CMR. CMR shall be entitled to examine the Goods in storage at any time during the normal working hours of the Customer;

6.2.3 the Customer shall fully insure the Goods against any loss or damage whatsoever and any monies received from such insurance shall be held by the Customer on trust for CMR;

6.2.4 CMR shall be entitled without prior notice to repossess and resell the Goods if clause 7.1 applies or if any sum due to CMR from the Customer pursuant to any contract or otherwise is not paid in full after the due date for payment and agents and employees of CMR may enter, together with any vehicle which CMR considers necessary for the removal of the Goods, upon the premises of the Customer or any other premises or locations where the Goods may be located for the purpose of exercising its rights under this clause 6

6.3 If the Customer sells the Goods in the normal course of its business, proceeds of such sale, whenever any sum due from the Customer to CMR is outstanding pursuant to any contract or otherwise, shall be held by the Customer on trust for CMR.

6.4 CMR shall be entitled to maintain an action against the Customer for the Price notwithstanding that property in the Goods has not passed to the Customer.

6.5 The rights and remedies conferred on CMR by this clause 6 shall be in addition to and shall not in any way prejudice or limit any other rights of CMR 6.6 Risk in the Goods shall pass to the Customer upon Delivery.

7. Insolvency by the Customer and breach of contract by the Customer

7.1 This clause shall apply if any of the following events occur or in the opinion of CMR is likely to occur:

7.1.1 the Customer commits any breach of the Contract;

7.1.2 the Customer make any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

7.1.3 an encumbrance takes possession or a receiver is appointed to any of the property or assets of the Customer;

7.1.4 the Customer ceases or threatens to cease to carry on business or any part of its business.

7.2 If this clause 7 applies, without prejudice to any other rights or remedies available to CMR, CMR shall be entitled to cancel the Contract without any liability to the Customer and if the Goods have been delivered but not paid for in full the Price shall become immediately due and payable notwithstanding any prior arrangements to the contrary.

8. Liability

8.1 This clause sets out the entire financial liability of CMR (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of: (a) any breach of this agreement, including any deliberate breach of this agreement by CMR, or its employees, agents or subcontractors; (b) any use made or resale of the Goods by the Customer, or of any product incorporating any of the Goods; and (c) any representation or statement or (d) any tortious act or omission (including negligence) arising under or in connection with this agreement.

8.2 Nothing in these Conditions shall limit or exclude the liability of CMR for:

(a) death or personal injury resulting from negligence; or (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) breach of Section 2 of the Consumer Protection Act 1987.

8.3 Without prejudice to clause 8.2, CMR shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any: (a) loss of profit; or (b) loss of business opportunity; or (c) loss of business; or (d) loss of business opportunity; Or (e) loss of anticipated saving; or (f) loss or corruption of data or information; or (g) special, indirect or consequential damage or loss suffered by the other party that arises under or in connection with this agreement.

8.4 without prejudice to clause 8.2 or clause 8.3, CMR's total liability arising under or in connection with this agreement, whether arising in contract, tort, (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the Price or £7,500 whichever is the higher.

9. Warranty Terms and Conditions

The warranty is subject to the conditions described below. CMR Electrical Ltd is not obliged to notify any Buyer, or future Buyer, after a certain date about any possible amendments or the non-applicability of this limited warranty regarding the supplied products (hereinafter referred to as the 'Products').

9.1 Warranty period, In compliance with the provisions of CMR Electrical Ltd product comes with a warranty of one year from the date of invoicing.

9.2 Special conditions, The warranty only concerns products that are applied according to their ‘intended use’ or ‘normal use’, which means:

- Installed according to the installation manual, included in the packaging and available online on CMR Electrical Ltd website, AND
 - The conditions of use are consistent with the information on the Products and the packaging, AND
 - The ambient temperature never exceeds the operating temperature range as given on the product sheet, for example -20°C to +30°C, AND
 - The relative humidity never exceeds 80% RH, or never exceeds the IP code of the Product, if applicable, AND
 - Products are not subject to more than the BS EN regulation
 - The electrical installation in which the Product is used is not exposed to voltage fluctuations of more than +/- 10% of the network normal voltage.
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- Malfunctions as a consequence of basic causes, including but not limited to improper wiring or installation or operation beyond the specified usage limits, are not covered by this Warranty, and this Warranty is void for and does not apply to this type of malfunctions as a consequence of basic causes.
 - The Products have been purchased directly from CMR Electrical Ltd or through is approved distributors network.
 - Proof of Product purchase is available for inspection by CMR Electrical Ltd.

9.3 Limited warranty, CMR Electrical Ltd warrants that every Product be free of defects in material and production errors. When a Product does not function conform this warranty, CMR Electrical Ltd will provide a free replacement of the defective product with due observance to the applicable warranty policy and the conditions of the limited warranty as described below.

9.4 Conditions;

- CMR Electrical Ltd warranty applies only to the Buyer. If a Product under warranty is returned by Buyer in compliance with section 3 and within the applicable warranty period as described in the warranty agreement and after investigation CMR Electrical Ltd decides with certainty that Product does not fulfil these requirements, CMR Electrical Ltd will, at its choice, repair or replace the Product or its defective part, or refund the purchase price to the Buyer.
 - For the sake of clarity, ‘repair or replace the Product or its defective part’ does not include removal or installation work, costs or expenses which include but are not limited to labour costs or expenses.
 - The warranty doesn’t take in account consequences, material and/or immaterial, following a defect of CMR Electrical Ltd products.
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- If CMR Electrical Ltd decides to replace the product and this is not possible as it is no longer in production or available, CMR Electrical Ltd can refund the Buyer

or replace the Product with a comparable product (with possible minor deviations in design and product specifications).

- No agent, distributor, or dealer is authorized to modify, adapt, or extend these warranty conditions.
- This warranty only applies if the Product is wired and installed correctly and is used within the electrical values, operating range, and ambient conditions as indicated in the specifications, application guidelines, BS EN standards or other documents provided with the Product
- CMR Electrical Ltd will facilitate the technical solution of problems.
- This warranty does not apply to damage or breach of contract as a consequence of force majeure or abuse, incorrect use, abnormal use, or use in violation of an applicable standard, code, or user instructions, which include but are not limited to, as set out in the most recent security industry- and/or electrical standards for the region(s) concerned.
- This warranty is void if any person has performed or applied repairs or adjustments to the Product, which CMR Electrical Ltd has not duly authorized in writing. CMR Electrical Ltd retains the right to take the final decision regarding the validity of a repair claim.
- If requested by CMR Electrical Ltd, non-compliant or defective Products become property of CMR Electrical Ltd after replacement.

9.5 Warranty claims, The mentioned warranty period is under the condition of access to the Product or system by a CMR Electrical Ltd representative to verify possible non-conformance. Claims under warranty must be reported and returned to CMR Electrical Ltd Quality Department within 30 days from the date of detection, as mentioned in the return form which can be found on the website [www.CMR Electrical Ltd.co.uk](http://www.CMR-Electrical-Ltd.co.uk) and need to specify at least the following information (additional information can be requested):

- Details of the defective Products
- Installation date, invoice date
- Detailed problem description
- Photos (and videos if possible) of defective product.

CMR Electrical Ltd can charge Client for returned Products that are found not to be defective or non-conforming, in addition to shipping, test, and handling costs associated therewith.

9.6 No implied or other warranties;

- The warranties and remedies included in this warranty contain the only warranty given by CMR Electrical Ltd with regard to the Products and are in lieu of all other warranties, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, which warranties are hereby rejected.
- If CMR Electrical Ltd has repaired or replaced a Product no new warranty period will commence, but the remainder of the original warranty period will continue to apply.
- These conditions set out CMR Electrical Ltd.'s entire liability and obligation to Buyer and the sole and exclusive remedy of Buyer related to defective or non-conforming Products delivered to Buyer by CMR Electrical Ltd, regardless whether this damage is based on a warranty not explicitly mentioned in these conditions, tort, contract, or other legal theory, even if CMR Electrical Ltd has been advised or is aware of these defects.

9.7 Limitations and conditions, This is a limited warranty, which excludes, among others: installation, provide access to products (scaffolding, elevators, etc.) and special, incidental, and consequential damage (such as loss of revenue/profits, damage to property or other costs not previously mentioned), and is further defined by the limitations and conditions set out in the relevant warranty agreement and these conditions.

- CMR Electrical Ltd representatives will be granted access to the defective Product, system, or application if requested, to verify possible non-conformance.
- CMR Electrical Ltd shall not be liable for power supply conditions, which include voltage peaks, mains bourn harmonics, overvoltage/undervoltage, and ripple current control systems that exceed indicated product limits and limits as defined in the relevant delivery norms
- CMR Electrical Ltd shall not be liable for expenses (whether or not by or of third parties) which have been made by Buyer without having notified CMR Electrical Ltd of the defective Products and without CMR Electrical Ltd written permission to make expenses.

10. Rights of third parties

The parties to this Contract do not intend that any term of this Contract shall be enforceable by any person that is not a party to it

11. Force Majeure

11.1 Insofar as the performance by CMR of the Contract may be affected by any cause whatsoever beyond the reasonable control of CMR (including, but not limited to, strikes, unavailability of materials or transport, fire, weather conditions, decision or acts of any government or other authority) CMR may elect at its absolute discretion: to terminate the Contract; or, to perform the Contract within a reasonable time after the termination of such events or circumstances.

11.2 If CMR makes an election under clause 11.1 the Customer shall accept the Goods or such part of them as are delivered notwithstanding any delay.

12. Cancellation

CMR may cancel this Contract at any time before Delivery by giving notice in writing to the Customer. On giving such notice CMR shall be liable to repay to the Customer any sums paid in respect of the Price. CMR shall not be liable for any loss or damage whatsoever arising from such cancellation.

13. Assignment

Rights under this Contract are not assignable by the Customer but may be freely assigned by CMR

14. Law

These Conditions shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.