

All orders are accepted by Macs Automated Bollard Systems subject to the Terms and Conditions of Sale set out below:

1. 1. General

All orders for products and services are accepted by Macs Automated Bollard Systems Limited ('Macs') subject to these terms and conditions of sale. No other terms will apply to the supply of products and services by Macs unless agreed in writing by an authorised signatory of Macs or expressly stated otherwise in these terms and conditions of sale.

All descriptions of the products and services contained on the Macs website or otherwise communicated to the Customer are approximate only and shall not form any part of the contract between Macs and the Customer. Macs shall not be liable to the Customer for any errors or omissions in its catalogue. The advertising of products and services on the Macs website is not an offer capable of acceptance, it merely constitutes an invitation by Macs for the Customer to make an offer to purchase products and services.

These terms and conditions of sale do not apply to export transactions, to which separate terms and conditions of sale apply. Macs is a business-to-business supplier.

The Macs website is intended for use by business customers and not by consumers or private individuals. Notwithstanding the foregoing, nothing in these terms and conditions of sale shall affect the statutory rights of a Customer who deals as a consumer.

2. 2. Prices

The prices of the products and services are as set out by Macs at the date of despatch of the ordered products or the date of provision of the ordered services. Customer is informed that prices and products in the printed hard copy catalogue are subject to change. Products which are not stocked by Macs will be sold at the prices set out in the relevant quotation supplied by Macs. All prices exclude VAT, which Macs will add at the rate applicable at the date of order despatch. Macs reserves the right to change prices without prior notice at any time.

3. 3. Ordering

Macs reserves the right to decline to trade with any company or person. In addition, Macs may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by telephone or facsimile within a reasonable period of receipt by Macs of the order.

Macs executes orders to the Customer's requirements, and does not substitute one product for another unless requested by the Customer, or unless the product has been superseded by the latest version. To the extent that orders cannot be fulfilled completely from stock, the unfulfilled balance will (at the Customer's option) either be put on back order to be fulfilled when Macs next has available stock or be cancelled.

4. 4. Delivery

Macs will aim to deliver products in accordance with the Customer's order. The Customer's delivery options, and the prices for them, will be notified to the Customer at the time of order. Delivery prices apply per order, irrespective of the number of products ordered. Delivery will be made to the Customer's usual business address, unless otherwise agreed in writing.

Times and dates for delivery quoted by Macs' employees are approximate only and Macs shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence. Delivery of products marked in the catalogue as requiring special handling may (because of the nature of the products) take up to 72 hours after acceptance of the Customer's order.

If any delivery is late, the Customer must notify Macs, and Macs will endeavour to ascertain if the product has been delivered or the expected delivery time of the product to the Customer. Macs may also, at its discretion, refund the total delivery charge to the Customer. If a revised delivery time is not acceptable Macs may also, at

its discretion, offer an alternative delivery option. These are the Customer's exclusive remedies for late delivery.

5. 5. Inspection, Delivery Delays and Non-Delivery

The Customer must inspect the products as soon as is reasonably possible after delivery and shall, within 72 hours of the date of delivery or, in the case of clause iv, the due date for delivery, give notice to Macs in detail of:

- i. Any defect in the product that is apparent on reasonable examination. In this case Macs shall, at Macs' discretion, replace the products or refund the purchase price. In any event the Customer must refuse parcels delivered to it in a damaged condition;
- ii. Any shortfall in products delivered. In this case Macs shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products;
- iii. Any delivery of products not in accordance with the order. In this case Macs shall, at Macs' discretion, replace the products or refund the purchase price;
- iv. Any non-delivery of the products (in which case the time limit is within 10 days of the estimated despatch date). In this case Macs shall deliver the undelivered products or refund the price of the undelivered products.

If the Customer fails to give any such notice, the products shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the Customer shall be deemed to have accepted the products accordingly. Macs' record of the products despatched (including the quantity) shall be conclusive evidence of the products received by the Customer, unless proved otherwise by the Customer.

The remedies set out above are the Customer's exclusive remedies for non-delivery or short delivery of products, or for apparent defects in the products or delivery of products not in accordance with the order. Macs shall not be liable for any losses, consequential or otherwise, or for costs (including legal costs), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgments or otherwise arising from these circumstances.

6. 6. Payment

If Macs has not granted credit to the Customer, payment terms are cash with order.

Credit terms (subject to satisfactory references and at Macs' absolute discretion) are available. If credit has been granted, the Customer shall pay the price of the product or service by the 20th day of the month following the month in which the products are despatched. All payments must be made without any set-off, deduction or counterclaim.

If any sum is not paid on the due date for payment then, without prejudice to any other right or remedy:

- i. all sums then outstanding from the Customer will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date, and
- ii. Macs may apply a compensation charge as an estimate of administrative and other wasted costs incurred by Macs to the Customer of £40 for outstanding sums up to £999.99: £70 for outstanding sums between £1,000 and £9,999.99 and £100 for outstanding sums of £10,000 or more; and
- iii. Macs may also charge the Customer interest from the due date until payment is made in full (both before and after any judgement) on the amount unpaid at a rate which is 8 per cent per annum above the Bank of England base rate as set at 31 December for the period 1 January to 30 June inclusive in the following year and as set at 30 June for the period 1 July to 31 December inclusive, compounded monthly.

7. 7. Risk and Ownership

Risk of loss of or damage to the products shall pass to the Customer on delivery. Ownership of all products supplied shall not pass to the Customer until full payment of the purchase price of the goods and of all other amounts owing to Macs has been made (in cash or cleared funds). If the Customer is late in paying any sum to Macs, then Macs shall be entitled to the immediate return of all products where the ownership has not passed to the Customer. The Customer authorises Macs and its agents to recover the products, and to enter any premises

of the Customer for that purpose. Demand for or recovery of the products by Macs shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the products or Macs' right to sue for the whole of the price.

8. 8. Product and Availability Information

Macs reserves the right, without prior notice, to discontinue any product or to make design changes as part of its continuous programme of product improvement, or to assist product availability, and such changes may take place during the life of any Macs catalogue.

Unless otherwise confirmed, nothing in any Macs catalogue is to be taken as a representation of the source of origin, manufacture, or production of the products or any part of them.

9. 9. Warranty

For products purchased from Macs: Macs warrants that if any product is defective, it will replace or repair the product or refund the purchase price. This warranty is subject to a claim being made in writing to Macs within 12 months of the original date of despatch, or such other longer period as may be indicated by Macs for specific products from time to time in writing.

For services purchased from Macs: Macs warrants that if any service is defective, it will, at its option, either re-provide the service or supply to the Customer free of charge a substitute product in place of the defectively serviced product. This warranty is subject to a claim being made in writing to Macs within 12 months of the date of delivery of service, or such other periods as may be indicated by Macs for specific services from time to time in writing.

These warranties shall not apply to any defect which arises from improper use, failure to follow the product instructions, or any repair or modification made without the consent of Macs. The Customer must return or dispose of the products, in accordance with Macs' instructions and suitably packaged. All orders are accepted by Macs subject to the Terms and Conditions of Sale set out below:

The Customer must contact Macs to notify Macs of the return of any products prior to returning any products and obtain a returns number, which is to be quoted on all paperwork. Returned products must be accompanied by an advice note stating the original invoice number in respect of the products and the nature of any claimed defect.

Returns must be sent to:
Macs Automated Bollard Systems Ltd
Unit 8.1b Tameside Business Park
Windmill Lane
Denton
Manchester
M34 3QS

Tel: 0161 320 6462
Fax: 0161 320 6463

- Shipping costs are always paid by the sender
- Returns in carriage forward are systematically refused
- Packaging must be able to resist the hazards of transport
- All material damaged during transit will be considered as being not covered by warranty
- All parcels presented in bad condition by the carrier will be refused by our reception

Where the Customer returns products otherwise than in accordance with these warranty provisions, Macs may refuse such products and return them to the Customer at the cost of the Customer.

Any products which are replaced by Macs shall become the property of Macs. Title to replacement products shall pass to the Customer on delivery, and the period of the replacement product's warranty shall be the unexpired period of the defective product's warranty.

The remedies set out above shall be Macs' sole liability and the Customer's sole remedy for any breach of warranty and in respect of the supply or non-supply of products and/or services.

The Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in ordering products and/or services (unless such untrue statement was made knowing that it was untrue) other than any remedy it may have set out expressly in these terms and conditions of sale. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill). Macs will not be liable to the Customer for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on Macs by operation of law. The Customer acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.

10. 10. Limitations of Use

Products sold by Macs are not recommended or authorised for use in life support, surgical implantation, nuclear or aircraft applications or for any use or application in which the failure of a single component could cause substantial harm to persons or property.

11. 11. Liability

Macs shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information (including through the Macs technical helpline) whether or not due to its negligence or that of its employees, agents or sub-contractors.

Macs shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, all as may result from, or be connected with: (i) any express or implied terms of the contract between Macs and the Customer, or of any order accepted by Macs; (ii) any duty of any kind imposed on Macs by law arising out of or in relation to the contract between Macs and the Customer or order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale.

If, notwithstanding any other provisions in these terms and conditions of sale including without limitation clauses 9, 10 and 11 any liability attaches to Macs, Macs' liability to the Customer arising out of or in connection with these terms and conditions of sale or any order whether in contract, tort or otherwise in respect of one or more of (i) any express or implied terms of the contract between Macs and the Customer, or of any order accepted by Macs; (ii) any duty of any kind imposed on Macs by law arising out of or in relation to the contract between Macs and the Customer or the order; (iii) any defect in the products or services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions of sale shall be limited in the aggregate to £100,000 or the total value of the order, whichever is greater.

Nothing in these terms and conditions of sale (including without limitation this clause 11) shall exclude or limit the liability of Macs for death or personal injury caused by the negligence of Macs or its employees, agents or sub-contractors, or for fraud.

12. 12. Cancellations and Returns

The Customer may not cancel orders once accepted by Macs. Macs may, at its discretion and in writing, allow an order to be cancelled subject to Macs recovering from the Customer the costs incurred by Macs. In the event of cancellation of part of any order only, Macs may invoice the Customer any difference in selling price per unit applicable to the quantity actually despatched up to the time of cancellation compared to the quantity ordered.

The Customer may only return products to Macs, and receive a credit or refund and on the following conditions:

- i. The Customer must contact Macs prior to the return of any products and obtain the prior consent of Macs and obtain a returns number (to be quoted on all returned paperwork);
- ii. Return must be made within 30 days of the date of delivery (as stated on the delivery documentation). Products must be returned to Macs in their original condition and packaging and in a condition which will enable them to be immediately fit for re-sale. Products must be returned to Macs adequately packed and despatched freight prepaid, clearly labelled to: CUSTOMER RETURNS DEPARTMENT, Macs Automated Bollard Systems Ltd, Unit 8.1b Tameside Business Park, Windmill Lane, Denton, Manchester, M34 3QS.
- iii. The Customer must follow any specific instructions which appear on the Macs website or with any product regarding its return to Macs;
- iv. The Customer must quote the invoice details or the Macs reference number, otherwise any credit given for the returned products will be based upon the lowest sales price; and
- v. For products returned due to Customer error or no longer required and returned in accordance with (i) - (iii) above a handling charge will be applied. The handling charge for returns which are made in accordance with the returns policy set out in Macs' current terms and conditions of sale is 20% of the invoice value. The handling charge for returns which are not made in accordance with Macs' returns policy will be the actual cost of reprocessing (subject to a minimum 20% of the invoice value).

Where the Customer returns products to Macs not in accordance with (i) - (iii) above (for example, after 30-days from the date of despatch or in an unfit state) Macs will refuse delivery and return the products at the Customer's expense or may apply a handling charge which relates to the actual cost of reprocessing.

Macs accepts no responsibility for any loss of or damage to products in transit from Customer to Macs or for any items received by Macs with them.

13. 13. Services

REPAIRS: The REPAIR service is subject to the availability of parts and is only available if the product has not suffered excessive physical or electrical damage and is free from modifications (other than modifications detailed in the literature supplied with the product). Any instructions set out in the repair information/questionnaire supplied with the product in question must be complied with. Macs may at its absolute discretion either repair the product or replace it with a substitute product.

14. 14. Force Majeure

A force majeure event is any event beyond the reasonable control of Macs (including strikes, traffic congestion, the downtime of any external line, or Macs' inability to procure services, materials or articles required for the performance of the contract except at enhanced prices). If Macs is prevented or restricted from carrying out all or any of its obligations under these terms and conditions of sale by reason of any force majeure event, then Macs shall be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than fourteen days, Macs may cancel the affected order or cancel the whole or any part of these terms and conditions of sale, without any liability to the Customer.

15. 15. Rights in the Catalogue

The Customer acknowledges that Macs and its licensors own the intellectual property rights in the Macs website, the Macs catalogues, the catalogue content and the stock numbers, and that their whole or partial reproduction without Macs' prior written consent is prohibited.

16. 16. Anti-Bribery

Supplier shall (and shall procure that persons associated with it or other persons who are providing goods or services in connection with this agreement shall) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (the Relevant Requirements) and shall:

- not (directly or indirectly) induce any employee, agent or subcontractor of Macs to make any concession to or confer any benefit on the Supplier, refrain or withhold from doing any act, in return for any gift, money, or other inducement;
- not do or omit to do any act that will cause or lead Macs to be in breach of any of the Relevant Requirements
- promptly report to Macs any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of this agreement
- have and maintain in place throughout the term of this agreement its own policies and procedures, including, but not limited to, adequate procedures to ensure compliance with the Relevant Requirements and shall promptly supply copies of or provide access to such policies on request from Macs.

Supplier is informed that Macs employees are not permitted to:

- accept gifts of more than token value, loans, excessive entertainment or other substantial favours from any company or individual that does business with Macs or seeks to do so;
- solicit gifts or other favours from any company or individual that does business with Macs, or seeks to do so

Entertainment is acceptable only if it has a justifiable business purpose. It should be of a reasonable nature and such that Macs' employees, agents or contractors, can reciprocate.

Financial restrictions on gifts and entertainment are contained in Macs' Anti-Bribery Policy and further details are available on request.

Any breach of this clause 16 shall be a material breach of this agreement which is incapable of remedy.

17. 17. Law and Jurisdiction

The contract between Macs and the Customer based on these terms and conditions of sale as applicable to each Customer order shall be governed by and interpreted in accordance with English Law and the Customer submits to the non-exclusive jurisdiction of the High Court of Justice in England, but Macs may enforce the contract in any court of competent jurisdiction.

Registered office: Macs Automated Bollard Systems Ltd, Rutland House, 90-92 Baxter Avenue, Southend on Sea, Essex, SS2 6HZ, tel: 0161 3206462, Fax: 0161 3206463. Registered No. 6765066. VAT Registration No. GB 944 2577 05.