



GENERAL TERMS AND CONDITIONS:

- All safes remain the property of Blue Eagle Safes (hereafter "BES") until fully paid
- It is the Buyer's responsibility to ensure that he is satisfied with the specifications of the safe and that the safe complies with all requirements as required by the Buyer. BES is under no liability to guarantee any specification or requirement of a product sold to the Buyer.
- It is the Buyer's responsibility to ensure that he/she receives at least two keys per lock. BES does not take responsibility for missing or misplaced keys.
- Custom built safes require a 50% non refundable deposit at placing of order, and have a lead time of 3 weeks or other lead time mutually agreed upon. In the event that the lead time is exceeded, BES are exempted from paying any penalties or interest or any other costs that may arise due to the delay, including but not limited to costs for the storage of ammunition or firearms or alternative arrangements for the storage thereof.
- It is the Buyer's responsibility to familiarise himself with the general terms and conditions, warranties and liability and price terms and conditions.

WARRANTIES AND LIABILITY

- 1.1 BES warrants the product will be free from defects in material and workmanship for 3 months from delivery or collection, as applicable
- 1.2 The above warranty is given by the company subject to the following conditions:
 - 1.2.1 BES shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working and storage conditions, failure to follow BES's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without BES's approval;
 - 1.2.2 BES shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Product has not been paid by the due date for payment;
 - 1.2.3 the above warranty does not extend to spare parts or equipment not manufactured by BES, in respect of which the Buyer shall only be entitled to the benefit of the warranty as is given by the manufacturer to BES.

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- 1.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Repairs shall (whether or not delivery is refused by the Buyer) be notified to BES within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify BES accordingly, the Buyer shall not be entitled to reject the Goods and BES shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Product had been delivered correctly and without material error.
- 1.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Repairs is notified to BES in accordance with these Conditions, BES shall be entitled, at BES's sole discretion, to fulfill its obligations under the warranty in clause 8.1, in respect of any defect in the quality or conditions of the Repairs by repairing the goods (or the relevant part of the goods) free of charge or refunding to the Buyer the price of the goods (or a proportionate part of the price), but BES shall have no further liability to the Buyer.
- 1.5 The Buyer shall be entitled to the benefit of the warranty in clause 1.1 which constitutes BES's entire liability in respect of the goods. All other terms, conditions, warranties or other undertakings, whether express or implied by statute, common law, trade usage, custom or otherwise are excluded from and by these Conditions.
- 1.6 Except in respect of death or personal injury caused by BES's negligence, BES shall not be liable to the Buyer:
- 1.6.1 by reason of any representation (unless fraudulent);
- 1.6.2 in respect of any loss or damage of whatever kind, including (without limitation) to premises or other tangible property (whether arising by reason of the negligence of BES, its employees or agents or otherwise); or
- 1.6.3 for any indirect, special or Consequential Loss or damage or other claims for compensation whatsoever (whether arising by reason of the negligence of BES, its employees or agents or otherwise) arising out of or in connection with the Services (including any delay in supplying or failure to supply the Services) or use or resale of the Goods by the Buyer. In the event of legal liability being established BES shall not be liable to pay damages arising from the aforementioned loss or damage. For the purposes of this condition "Consequential Loss" means economic loss or indirect loss or damage of the Buyer including, without limitation, any damage to its business, any loss of anticipated profits, damage to reputation or goodwill, loss of expected future business, damages, costs or expenses payable to any third party or any other indirect losses.
- 1.7 In the event of legal liability being established against BES, Buyer's sole rights of redress against BES shall be limited to the payment of any claim or claims for damages the total of which will in no circumstances exceed the price paid for the Goods.

1.8 BES shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of BES's obligations in relation to the Repairs, if the delay or failure was due to any cause beyond BES's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond BES's reasonable control:

1.8.1 act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition;

1.8.2 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes;

1.8.3 strikes, lock-outs or other Industrial actions or trade disputes (whether involving employees of BES or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery

PRICE OF THE GOODS

2.1 The price of the Goods shall be BES's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by BES without giving notice.

2.2 BES reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Services to reflect any increase in the cost to BES which is due to any factor beyond the control of BES, any change in delivery dates, or specification for the Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give BES adequate information or instructions.

2.3 Unless otherwise agreed in Writing between the Buyer and BES, all prices are given by BES on an ex works basis, and where BES agrees to deliver the Goods otherwise than at BES's premises, the Buyer shall be liable to pay BES's charges for transport, packaging and insurance.

2.4 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to BES.

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