

Extra Vision Security – Terms & Conditions – effective 01/11/08

1. General

- 1.1 These Conditions shall supersede all earlier conditions of Extra Vision Security.
- 1.2 These Conditions shall take precedence over any conditions of the Customer and shall not be varied without the written consent of a director of Extra Vision Security.

2. Definitions

- 2.1 "Extra Vision Security" means Extra Vision Security of Apartado 139, Les Encebras, 03650, Pinoso, Alicante, Spain.
- 2.2 "Customer" means the person, firm or company buying or agreeing to buy goods and services from Extra Vision Security.
- 2.3 "Price Paid" means the price paid by the Customer for the Product excluding carriage and any credit surcharge. The Price Paid is stated on the Order Confirmation.
- 2.4 "Order Confirmation" means the acknowledgment of the Customer's order sent to the Customer by Extra Vision Security.
- 2.5 "Product" means any products supplied by Extra Vision Security.

3. Prices and Ordering

- 3.1 Unless otherwise stated all prices are exclusive of value added tax, delivery, insurance and installation.
- 3.2 The price payable by the Customer will be the price current at the date of the order.
- 3.3 Reservation of Products does not constitute an order and is not binding on either party.
- 3.4 Orders are accepted by writing, internet or telephone. Orders are only binding when Extra Vision Security accepts payment in full for the order and the customer receives payment confirmation in writing.
- 3.5 Acceptance of your order and the completion of the contract between you and us will take place on despatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.
- 3.6 Errors and omissions are excepted. Images are for illustration purposes only.

4. Payment

- 4.1 Payment is due on demand and in any event must be made within 30 days of the invoice date.
- 4.2 Extra Vision Security may charge interest on overdue accounts at the rate of 2% per month calculated on a daily basis until actual payment is received and cleared.

5. Delivery

- 5.1 Any delivery date stated is only a warranty by Extra Vision Security to use reasonable endeavours to effect delivery by that date. No liability will be accepted by Extra Vision Security for failure to meet a stated delivery date.
- 5.2 Products supplied by Extra Vision Security are delivered at the risk of Extra Vision Security. Customers must make a claim for damage or loss of goods in writing:-
 - 5.2.1 if a Product is damaged, within 72 hours of delivery; and
 - 5.2.2 if a Product has been lost or is short, within 48 hours of delivery.
- 5.3 If payment is made by credit or debit card, delivery will be made to the statement address of the cardholder unless otherwise agreed in advance, suitable proof may be required as proof we are acting under the genuine cardholders' instructions.

6. Consumer Rights

- 6.1 If you are a consumer (a private person buying for their personal use) then you may cancel your purchase at any time within 7 days of receipt and we will give you a refund of the Price Paid. You must inform Extra Vision Security in writing and return the Products to us immediately in the same condition you received them, at your own cost and risk.
- 6.2 If a system has been assembled by Extra Vision Security to the consumer's specification, or the consumer has assembled or tried to assemble any of the goods, then clause 6.1 does not apply.
- 6.3 If a customer wishes to return Products not covered by clause 6.1 then such Products will be accepted at the discretion of Extra Vision Security. The customer must obtain a RMA number from Extra Vision Security and quote this when returning the goods. The customer will be credited with the current market price.

7. Guarantee

- 7.1 If within 12 months of being delivered a defect in any Product is discovered which is directly due to faulty goods or workmanship, or if a valid claim is made under 5.2 above, then Extra Vision Security shall at its option repair or replace the Product free of charge for labour and materials.
- 7.2 A Product covered by a direct warranty from the manufacturer is not covered by this guarantee. The Customer will receive a warranty direct from the manufacturer and should claim under this warranty.
- 7.3 The Customer should return the Product in its original packaging to Extra Vision Security at the address above. Prior authorisation must be obtained for any returns by contacting Extra Vision Security customer services and obtaining a RMA number, which must be quoted in any correspondence.
- 7.4 If any item is returned which is found not to be faulty by our technicians, then a charge will be made for return carriage insurance and administration.
- 7.5 This clause does not affect your statutory rights.

8. Limitation of Liability

- 8.1 Extra Vision Security accepts liability for any private property loss or damage, death or personal injury caused directly by the negligence or deliberate misconduct of Extra Vision Security or its employees. Except for death or personal injury, this liability shall be limited to the lesser of 250,000 euros or the Price Paid.
- 8.2 Extra Vision Security shall not be liable for any financial consequential indirect or other losses suffered by the Customer or any third party whether such loss arises in contract or tort or in any other way.

9. Uncontrollable Events and Delays

- 9.1 In case of delays caused by circumstances beyond the control of Extra Vision Security or its suppliers, Extra Vision Security shall have the right to either suspend delivery or to cancel the contract without liability.
- 9.2 Examples of Uncontrollable Events are (by way of example and not limited to) strike, lockout, riot, revolution, war, epidemic, working difficulties, transportation difficulties, fire and failure of suppliers or official regulations.

10. Customers Obligations

- 10.1 You are responsible for your own choice of Product and the suitability for any particular purpose. You must ensure that any Products are compatible.
- 10.2 Images are for illustration purposes only.
- 10.3 Specifications are correct as per manufacturer information.
- 10.4 You must provide reasonable courtesy information and co-operation to Extra Vision Security.

11. Risk and Title

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- 11.1 Until full payment has been received by Extra Vision Security for all Products whatsoever, supplied at any time by Extra Vision Security to the Customer:-
- 11.1.1 property of the Products shall remain in Extra Vision Security
 - 11.1.2 the Customer shall store the Products in such a way that they can be readily identified as being the property of Extra Vision Security, and at all times in accordance with Extra Vision Security recommendations.
 - 11.1.3 subject to 11.1.4 and 11.1.5 below the Customer shall be at liberty in its own name (but not on behalf of or in the name of Extra Vision Security) to sell the Products in the ordinary course of business, on the basis that any proceeds of sale shall be the property of and be held on trust for Extra Vision Security.
 - 11.1.4 Extra Vision Security may at any time suspend or revoke the Customers power of sale by notice in writing to the Customer if the Customer is in default for longer than 14 days in payment of any sum whatsoever due to Extra Vision Security or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the Customer is dishonoured on presentation of payment.
 - 11.1.5 the Customer's power of sale will automatically determine if a Receiver is appointed over any of the assets or the undertaking of the Consumer or a winding up order is made against the Consumer or the Consumer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or causes a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 - 11.1.6 upon revocation of the power of sale under clauses 11.1.4 and 11.1.5 above the Customer shall place the Products at the disposal of Extra Vision Security, who shall be entitled to enter upon any premises of the Customer for the purposes of removing the Products for the premises.
 - 11.1.7 the risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest of other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

12. Marketing Emails

- 12.1 'Marketing Emails' refers to any promotional email communication. The information transmitted in these emails is intended only for the person(s) or entity to which it is addressed and may contain proprietary, confidential and/or privileged material. If you receive an email in error, please contact the sender. Although the emails and any attachments are believed to be free of any virus, it is the responsibility of the recipient to ensure that they are virus free and no responsibility is accepted by the sender for any loss or damage arising in any way from the receipt or use thereof. Errors or omissions are excepted. Images are used for illustration purposes only. Prices valid for the indicated time period only. Offer pricing only available on the online store.

13. Miscellaneous

- 13.1 If any part of these Terms and Conditions are found to be invalid or unenforceable by a court the rest are unaffected.