



Trimec[®] Price List 2011



Product Family	ITEM NO.	ITEM DESCRIPTION	2011 List Price
ES100	110101-030	TRIMEC ES101-00-WR-TABS	£134.50
	110101-070	TRIMEC ES101-WR-TABS	£134.50
	110103-070	TRIMEC ES103-WR-TABS	£134.50
ES110	110111-060	TRIMEC ES111-WR-TABS	£145.10
	110111-150	TRIMEC ES111-00-WR-THAS	£159.18
	110111-160	TRIMEC ES111-WR-THAS	£159.18
	110111-190	TRIMEC ES111-00-WR-TABS	£145.10
	110112-060	TRIMEC ES112-WR-TABS	£145.10
	110112-140	TRIMEC ES112-WR-THAS	£159.18
	110113-060	TRIMEC ES113-WR-TABS	£145.10
	110113-140	TRIMEC ES113-WR-THAS	£159.18
	110114-060	TRIMEC ES114-WR-TABS	£145.10
ES150	110151-010	TRIMEC ES151-WR-T	£159.80
	110152-010	TRIMEC ES152-WR-T	£159.80
ES200	110201-000	TRIMEC ES201-T	£215.48
	110202-000	TRIMEC ES202-T	£215.48
	110203-000	TRIMEC ES203-T	£215.48
ES320	110321-030	TRIMEC ES321-TBBS-SECFX	£260.00
EL110	111301-000	TRIMEC EL111-T	£110.00
	111304-000	TRIMEC EL114-T	£110.00
ES2000	112001-000	TRIMEC ES2001-T	£279.12
	112002-000	TRIMEC ES2002-T	£279.12
ES2100	112100-000	TRIMEC ES2100-T	£295.00
	112100-010	TRIMEC ES2100-00-T	£295.00
	112100-020	TRIMEC ES2100-08-T	£295.00
ES2400	112401-000	TRIMEC ES2401-T	£295.81
ES2600	112601-000	TRIMEC ES2601-T	£486.00
	112603-000	TRIMEC ES2603-T	£486.00
ES3000	113101-000	TRIMEC ES3101-TBBS	£358.26
ES6000	116001-000	TRIMEC ES6001M-TFAS PTL	£795.25
	116001-010	TRIMEC ES6001S-TA	£400.00
	116002-000	TRIMEC ES6001M-TFAS PTO	£795.25
	116002-010	TRIMEC ES6002S-TA	£400.00
ES8000	118001-010	TRIMEC ES8001-TBAS	£512.10
	118002-010	TRIMEC ES8002-TBAS	£512.10
ES9000	119001-000	TRIMEC ES9000 PTO/PTL	£365.00
	119001-010	TRIMEC ES9000 PTO/PTL - NO LIP	£365.00
	119001-020	TRIMEC ES9000 PTO/PTL - 8MM EXT LIP	£365.00
	119001-060	TRIMEC ES9000 PTO/PTL - EXT LIP HOLES	£365.00

Carriage

Stock Items will be a scheduled for delivery within a 72 hour time frame.

A standard small order/carriage charge of £10.00 will apply for all orders under £100.00

Standard carriage over £100.00 is free of charge

Additional charges will apply for premium deliveries, please contact customers services for more details

Product Family	ITEM NO.	ITEM DESCRIPTION	2011 List Price
Dropbolts	188251-010	TRIMEC TB25SQ PTL DROPBOLT	£422.00
	188251-020	TRIMEC TB25SQS PTL DROPBOLT	£422.00
	188251-510	TRIMEC TB25KOSQ PTL DROPBOLT	£566.90
	188252-010	TRIMEC TB25SQ PTO DROPBOLT	£422.00
	188252-020	TRIMEC TB25SQS PTO DROPBOLT	£422.00
	188252-510	TRIMEC TB25KOSQ PTO DROPBOLT	£566.90
	188381-010	TRIMEC TB38SQ 12-24VDC PTL	£520.05
	188382-000	TRIMEC TB38SQ 12-24VDC PTO	£520.05
ES110 F/plates & Accessories	220200-518	TRIMEC Mounting Kit - ES100/110	£9.90
	210100-523	TRIMEC PL-ES1-TJAA	£39.50
	210100-527	TRIMEC PL-ES1-TGAS	£40.32
	210100-528	TRIMEC PL-ES1-TFAS	£40.32
	210100-530	TRIMEC PL-ES1-TBBS	£34.80
	219100-532	TRIMEC ES100 UK Sash SS Small Right	£50.50
	219100-534	TRIMEC ES100 UK Sash SS Small Left	£50.50
	219100-538	TRIMEC PL-ES1-TDAS RH	£50.50
ES2000 various	219100-539	TRIMEC PL-ES1-TEAS LH	£50.50
	210100-541	TRIMEC 13mm Rebate Plate for ES2000	£37.80
Extension Lips	220200-519	TRIMEC MTG Kit - ES2000/3000	£14.75
	220110-502	TRIMEC ES110 15MM Extension lip	£24.50
	220110-503	TRIMEC ES110 25MM Extension lip	£33.10
	220110-504	TRIMEC ES110 50MM Extension lip	£36.00
	220200-505	TRIMEC ES2100 25MM Extension lip	£33.10
Dropbolts/ES6000 Accessories	220200-506	TRIMEC ES2100 50MM Extension lip	£36.00
	220600-503	TRIMEC ES6000 Roller Striker Assembly	£40.50
	228250-000	EB25 SS SHORT STRIKE PLATE RH	£41.20
	228250-002	EB25 SS LONG STRIKE PLATE RH	£66.00
	228250-003	EB25 SS HOUSING (843-4---35)	£112.00
	228250-004	EB25 SS DRESS PLATE	£6.80
	228250-502	EB25KO SS HOUSING FOR BOLT	£112.00
	228250-503	EB25KO SS Housing for Long S/P	£116.00
	228250-504	EB25KO SS Dress Plate	£6.80
	228250-505	EB25KO SS LONG STRIKE PLATE SQ HOLE	£65.00
	228380-003	TRIMEC EB38 SS LONG STRIKE PLATE RH	£65.00
	228380-004	EB38 SS HOUSING	£96.20
	228380-005	EB38 SS DRESS PLATE	£6.80
Dropbolts/ ES8000 Mounting Kits	TB25-DPK	TRIMEC TB25 DRESS PLATE KIT	£11.95
	TB25KO-DPK	TRIMEC TB25KO DRESS PLATE KIT	£11.95
	TB25KO-SMHK	TRIMEC TB25KO SURFACE MOUNT KIT	£279.00
	TB25-SMHK	TRIMEC TB25 SURFACE MOUNT KIT	£262.80
	TB38-DPK	TRIMEC TB38 DRESS PLATE KIT	£13.00
	TB38-SMHK	TRIMEC TB38 SURFACE MOUNT KIT	£256.00
	218000-000	TRIMEC ES8000 GLASS DOOR KIT	£121.10

Please note: these conditions contain exclusion causes.

1. DEFINITIONS

In these conditions, the "seller" means Trimec® whose registered office is School Street, Willenhall, West Midlands WV13 3DU. Acting as an agent for and on behalf of ASSA ABLOY Limited (company number 2096505) whose registered office is School Street, Willenhall, West Midlands WV13 3PW.

The "purchaser" means the person, firm or company from whom an order is accepted by the seller.

"Contract" means the contract formed pursuant to condition 2a.

"Goods" means any goods supplied by the seller to the purchaser under the contract.

"Minimum carriage paid order value" means the minimum carriage paid order value as set out in the seller's price list in force at the date of the purchaser's order.

"Minimum invoice charge" means the minimum invoice charge as set out in the seller's price list in force at the date of the purchaser's order.

"Order acknowledgement" means the seller's written acknowledgement of the purchaser's order.

2. CONTRACT INFORMATION

a) The purchaser's order to the seller is an offer to enter into a contract to purchase goods from the seller on these conditions. Acceptance occurs and a contract is formed only upon the seller despatching to the purchaser its order acknowledgement. A quotation by the seller does not constitute an offer.

b) These conditions comprise only the terms and conditions upon which the seller will do business with the purchaser and shall prevail notwithstanding any terms and conditions contained in any purchase order, acceptance of estimate or quotation or other document proffered at any time by the purchaser or otherwise brought to the seller's attention by the purchaser.

c) No variation to these conditions shall be binding unless agreed in writing by the purchaser and a director on behalf of the seller.

d) The seller's employees and agents are not authorised to make any representations concerning the goods unless confirmed in writing by a director on behalf of the seller. In entering into the contract the purchaser acknowledges that it has not relied on any such representations which have not been confirmed in writing by a director on behalf of the seller.

3. PRICE

a) The price for the goods shall be as set out in the seller's price list in force at the date of the seller's despatch. The seller reserves the right to vary the price of the goods by any amount attributable to:

i) any variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any other costs of whatsoever nature between the date of the contract and the date of delivery or collection (as the case may be) of the goods and / or ii) a change in or delay or insufficiency of the purchaser's instructions.

b) The purchaser shall not be entitled to make any deduction from the price of goods in respect of any alleged rights to set off or counter-claims unless both the validity and the amounts thereof have been expressly acknowledged and admitted in writing by a director on behalf of the seller.

c) If, pursuant to the provisions of condition 5, the goods are to be delivered to an address within the United Kingdom, the price for the goods is inclusive of the costs of standard packaging and the costs of delivery to such address, subject to the minimum carriage paid order value at the date of the purchaser's order. Where the net price of the goods is less than the minimum carriage paid order value, a surcharge of 100% of the carriage costs will be payable by the purchaser in addition to the price for the goods.

d) Subject only to the provisions of condition 3c (above), unless otherwise agreed in writing by a director on behalf of the seller, the price of the goods is exclusive of the costs of packaging, freight, insurance, delivery charges and all applicable taxes, duties, tariffs and charges of any nature whatsoever imposed in any country or territory, either directly or indirectly, in respect of the sale or supply of the goods, or

payments for them. In particular, without prejudice to the generality of the foregoing, the price of the goods is exclusive of value added tax (VAT). All such additional costs shall be payable by the purchaser in addition to the price for the goods.

e) Where the price for goods is less than the minimum invoice charge at the date of the purchaser's order, the minimum invoice charge will be payable by the purchaser instead of the price of the goods (provided that, if all such goods are cut keys, the minimum invoice charge will not be imposed).

4. PAYMENT TERMS

a) Subject to satisfactory trade, bankers and other references which may be required by the seller, and where no other terms of payment have been specifically agreed in writing by a director on behalf of the seller, payment for the goods shall be due in cleared funds in £Sterling by the 25th day of the calendar month following the month of issue of the seller's invoice therefore. In the case of export orders only, unless otherwise specifically agreed in writing by a director on behalf of the seller, payment for export orders shall be by irrevocable letter of credit confirmed by a London clearing bank and issued under INCOTERMS 2000.

b) Time for payment of the price shall be the essence of the contract.

c) Failure by the purchaser to pay any sums owing to the seller under the contract or any other contract will result in all indebtedness of the purchaser to the seller becoming immediately due and payable.

d) The seller may at any time in its absolute discretion appropriate any payment made by the purchaser in respect of goods to such outstanding debt as the seller thinks fit, notwithstanding any purported appropriation to the contrary by the purchaser or the seller.

e) Without prejudice to any other rights or remedies of the seller whether hereunder or otherwise at law or in equity, late payment of any amount due to the seller shall entitle the seller to charge interest on such amount from the date on which payment became due until the date on which the seller receives payment in full of such amount (whether before or after judgement has been obtained by the seller against the purchaser) at the interest rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at the time interest becomes chargeable.

f) The purchaser shall indemnify and keep indemnified the seller from and against any and all charges, costs, expenses and other liabilities whatsoever and howsoever incurred by the seller or its agents as a result of any failure by the purchaser to make payment in accordance with the provisions contained in this condition 4, including (without limitation) any costs incurred by the seller or its agents in the collection of monies due to the seller.

g) Without prejudice to any other rights or remedies of the seller, whether hereunder or otherwise at law or in equity, the seller reserves the right at any time in its absolute discretion:

i) to suspend further deliveries; and / or ii) to cancel any allowance of further credit; and / or iii) to demand security for payment before continuing with an order or delivering goods or any installment; and / or iv) to cancel the contract and / or any other contract between the seller and the purchaser in the event of any payment not being made when due, or if the seller, in its sole discretion, has at any time concerns regarding the financial circumstances of the purchaser.

5. CONTRACT INFORMATION

a) Any period or date for delivery stated in the purchaser's order or the order acknowledgement or elsewhere is an estimate only and the seller will not be liable to the purchaser for any loss or damage sustained by the purchaser as a result of the seller's failure to comply with such delivery periods or dates. The purchaser shall not be entitled to refuse or accept late delivery or to treat late delivery as a breach of contract.

b) The seller may at its option deliver by installments. Neither failure on the seller's part to make any delivery (or part delivery) in accordance with the contract, nor any claim by the purchaser in respect of such delivery (or part delivery) shall entitle the purchaser to reject the balance of the goods.

c) In respect of export sales, unless otherwise agreed in writing by a director on behalf of the seller, goods shall be delivered Ex Works Willenhall (as such term is defined in INCOTERMS 2000) and accordingly delivery shall take place and risk in the goods shall pass from the seller to the purchaser when the goods are placed at the purchaser's disposal at the seller's premises at Willenhall.

d) In all other cases, delivery shall take place and risk in the goods shall pass from the seller to the purchaser: i) if the purchaser's order specifies that the purchaser will collect the goods from the seller's premises, on the earlier of the seller handing the goods to the purchaser or its agent at the seller's premises, or (provided that the seller has not repudiated the contract in accordance with the provisions of condition 5e), the eighth day following notification by the seller to the purchaser that the goods are ready for collection: or ii) if the purchaser's order specifies that the seller will deliver the goods to an address within the United Kingdom, upon the goods leaving the seller's premises.

e) Where the goods are ready for delivery or collection the company may agree to postpone the date of delivery or collection at the request of the purchaser provided that the purchaser pays the full price of the goods to the seller immediately. The seller may, at its option, either store the goods itself or have them stored by a third party on such terms as it in its absolute discretion thinks fit. The cost of storage and any additional transportation will be added to and shall form part of the price.

f) If the purchaser fails to accept delivery of the goods or if the purchaser fails to collect the goods on the seventh day following notification of readiness for despatch or if a director of the seller does not agree in writing on behalf of the seller to postpone the date of delivery or collection, the seller shall be entitled at its option and with no liability to the purchaser to treat the contract as repudiated in accordance with this condition 5f, it shall (without prejudice to its rights and remedies in respect of such repudiation) be entitled to sell the goods and retain the proceeds of the sale.

6. LOSS OR DAMAGE IN TRANSIT AND INSPECTION

a) The seller shall not be liable for loss or damage to goods in transit unless:

i) the seller has agreed to effect delivery to a place other than the seller's premises, and ii) the loss or damage occurs prior to arrival at the delivery point: and either aa) the damage or shortage is notified by the purchaser to the seller in writing within seven days of arrival at the delivery point; or bb) in case of total loss, non-arrival is notified by the purchaser to the seller in writing within seven days after the date on which the carrier arrived at the agreed delivery point or, in the case of goods shipped by sea, within seven days of the despatch of the advice note.

b) The purchaser shall inspect the goods immediately upon receipt and shall subject to condition 6c, below be deemed to have accepted the goods as delivered unless the purchaser notifies the seller within seven days of receipt of any alleged defect or lack of conformity with the contract and the purchaser preserves the goods intact as delivered for inspection by the seller or its authorised representatives and, if required to do so by the seller, permits the seller or its authorised representatives to attend at the purchaser's premises or other nominated premises and / or return the goods to the seller, to enable to seller to investigate the purchaser's complaint.

c) The seller's liability for any lost or defective goods notified to it under conditions 6a or b, shall in all circumstances be limited to (at the seller's option) the repair, replacement or credit to the purchaser of the invoice value of the goods in question.

7. RETENTION OF TITLE

a) Until the seller has received payment in full of all sums owed to it on any account by the purchaser, whether arising out of the contract or any other contract, legal, beneficial title to the goods shall remain in the seller: such goods are referred to in this condition 7 as "retained goods".

b) Retained goods: i) shall be at the purchaser's risk, insured by the purchaser from the date on which risk in such retained goods passes from the seller to the purchaser in accordance with the provisions of condition 5, at its own expense for their full replacement value against all usual risks; and kept safe in good condition and stored separately and clearly identifiable as the seller's property and with all identifying marks intact and legible: and ii) may, subject to condition 7c, below, be used or sold by the purchaser in the ordinary course of its business on the basis that the proceeds of the sale shall be held in trust by the purchaser for the absolutely.

c) The purchaser's rights under this condition 7 shall be conditional upon the purchaser including a retention of title condition substantially in the form of that contained at condition 7b above, in all contracts entered into by the purchaser for the sale of the retained goods or any of them.

d) The purchaser's power of use and sale of retained goods shall terminate:

i) forthwith on notice from the seller:

ii) automatically on the occurrence of any of the following:

aa) the presentation of a petition or the convening of a meeting for the purpose of considering a resolution for the winding up or dissolution of, the passing of any resolution for its winding up, or the making of a winding up order against, or order for the dissolution of the purchaser;

bb) the appointment of a receiver, administrative receiver, receiver and manager, sequestrator or similar officer over all or any of the assets or undertaking of the purchaser or the presentation of a petition for an administration order, or the making of an administration order in relation to the purchaser;

cc) the proposal of, application for, or entry into of, a compromise or arrangement or voluntary arrangement, or any other scheme, composition or arrangement in satisfaction or composition of any of its debts or other arrangement for the benefit of its creditors generally, by the purchaser with any of its creditors (or any class of them) or any of its members (or any class of them) or if the purchaser takes any action in relation to any of the same;

dd) the taking by any creditor secured or otherwise of possession of, or the levying of distress or enforcement of some other process upon, all or part of the property, assets or undertaking of the purchaser;

ee) the deemed inability of the purchaser to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986 (as applicable);

ff) the purchaser ceasing to carry on the whole or substantial part of its business;

gg) the purchaser suspending payment of debts or being unable or omitting to pay its debts as they fall due; or hh) the occurrence of an event or circumstance in relation to the purchaser similar to any of those referred to in aa - gg above in any jurisdiction other than England and Wales.

e) The seller may, at any time on giving prior notice, enter the premises of the purchaser or of any third party where the retained goods are stored for the purposes of inspecting retained goods and identifying them as the seller's property and the purchaser irrevocably authorises the seller to enter upon such premises for that purpose.

f) Upon termination of the purchaser's power of sale and use under condition 7b above: i) the purchaser shall place all the retained goods in its possession under its control at the seller's disposal and shall be deemed irrevocably to authorise the seller to enter upon any of the purchaser's premises, with or without vehicles, for the purpose of removing such goods; and ii) the seller shall be entitled at its option to: aa) cancel all or part of any orders for goods placed with it by the purchaser and not yet delivered (whether or not accepted or whether or not under the contract or any other contract); and / or

bb) to deal direct with any customers of the purchaser in which case any proceeds of any sale to such customers shall belong to the seller absolutely.

g) The repossession of retained goods by the seller in accordance with this condition 7 shall be without prejudice to all or any of the seller's other rights against the purchaser under the contract whether hereunder, at law or in equity.

8. WARRANTY

ASSA ABLOY UK ("ASSA ABLOY") warrants its Trimec® branded products against defects in workmanship and materials subject to the exclusions set out in this Warranty for a period of 5 years from the date of manufacture. If, within this Warranty period the Trimec® product is found to be defective, and none of the exclusions set out in this Warranty apply, ASSA ABLOY will supply the same or equivalent product free of charge. This is the only remedy granted by ASSA ABLOY under this Warranty.

Exclusions

This Warranty does not cover:

1. Damage to or malfunction or failure of the Trimec® product caused or contributed to by:

- a) improper installation or failure to follow fitting instructions;
- b) improper maintenance;

- c) fair wear and tear
- d) any modification or repair which has not been authorised by ASSA ABLOY;
- e) use of substitute or replacement parts other than the genuine ASSA ABLOY parts or

2. The cost of

- a) removal and/or replacement of the Trimec® product;
- b) freight and/or travelling time;
- c) any modification or repairs to the Trimec® product, unless authorised by ASSA ABLOY.

3. Personal injury, property damage or economic loss, however caused.

This Warranty is in addition to and not in substitution for any rights of the purchaser under the Trade Practices Act and state or Territory legislation.

9. LIMITS OF LIABILITY

a) Nothing in these conditions shall be interpreted as excluding or restricting the seller's liability under part 1 of the Consumer Protection Act 1987 or for death or personal injury resulting from negligence (as defined in section 1 of the Unfair Contract Terms Act 1987) of the seller, its officers, employees, agents and / or sub-contractors or for breach of section 12 of the Sale Of Goods Act 1979.

b) Subject to the provisions of condition 9a above, the seller's total liability to the purchaser for all claims arising out of or in connection with the contract (whether under law of contract, tort (including without limitation, negligence) or otherwise) shall not exceed the price paid for the goods by the purchaser under the contract.

c) The seller shall, in no circumstance, be liable, whether by way of indemnity or by reason of breach of contract, tort (including without limitation, negligence) breach of statutory duty or otherwise for: i) special damages; or ii) loss of profit, loss of income, loss of goodwill, loss of use or any other economic loss; or iii) any loss arising from any claim against the purchaser by any third party; or iv) any consequential or indirect loss, damage or expense of any kind howsoever caused or arising.

d) Save as provided in these conditions, the seller shall not be under any liability to the purchaser (whether in contract, tort (including, without limitation, negligence), breach of statutory duty, or otherwise) for any loss or damage resulting from the supply of goods and all warranties, conditions and representations whether express or implied by law in respect of the supply of goods (including, without limitation as to the quality or fitness for any particular purpose of the goods) are excluded to the fullest extent permitted at law.

e) The purchaser acknowledges that all specifications and details in catalogues, quotations and the order acknowledgement or any similar documents or by word of mouth and all forecasts of performances, however given, are approximate only and do not form part of the contract and that the seller shall be under no liability to the purchaser in respect thereof.

10. INSURANCE

The purchaser agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and can effect at more economic rates than the seller such appropriate insurance cover and the purchaser therefore acknowledges that it is reasonable for the seller to sell the goods and to set the price thereof on the basis of the exclusions and limitations of liability and the indemnities set out in these conditions. The purchaser agrees that it will be responsible for effecting insurance cover as above mentioned as may be appropriate to its business and property including (but not limited to) any required insurance cover in respect of any loss or damage, of whatsoever kind or however caused, whether by reason of the negligence of the seller or otherwise to premises, plant or other physical property and the seller shall have no liability in respect of such loss or damage.

11. INDEMNITY - THIRD PARTY CLAIMS

The purchaser shall indemnify and keep indemnified the seller from and against any and all actions, claims, costs, losses, damages, demands, expenses (including, without limitation legal fees and expenses on a solicitor own client basis) and other liabilities arising out of any defect in the goods (including without limitation all liabilities incurred under the Consumer Protection Act 1987) to the extent occasioned or contributed to or resulting from any act or omission of the purchaser its servants, agents, sub-contractors or persons under its control.

12. FORCE MAJEURE

The seller reserves the right to suspend, delay or cancel the performance of the contract or any part thereof where the seller is prevented or hindered from performing the same due to any cause beyond its reasonable control and the seller shall not be liable for any failure or delay in the performance of its obligations (or any of them) or for the suspension or cancellation of the contract.

13. INFRINGEMENT OF THIRD PARTY RIGHTS

The purchaser shall promptly inform the seller of any threat, claim or allegation of which the purchaser becomes aware that the goods (or any of them) infringe the intellectual property or other rights of any person and shall, if so required by the seller, at the seller's expense, take all reasonable steps to enable the seller to defend any such threat, claim or allegation.

14. CONFIDENTIAL INFORMATION

The purchaser shall treat all drawings, procedures, instructions, documents and other information of any kind whatsoever supplied by the seller to the purchaser as strictly confidential (except to the extent that any such information is available in the public domain) and shall not without the prior written consent of a director for and on behalf of the seller, disclose or part with possession of any such documents or information or extracts therefrom or copies thereof or use any such documents or information otherwise than in connection with the goods to which they relate.

15. GOODS MANUFACTURED TO THE PURCHASER'S SPECIFICATION

a) The seller accepts responsibility for the accuracy of information, specifications, instructions and / or drawings ("information") supplied by the purchaser.

b) The purchaser shall indemnify and keep indemnified the seller from and against all actions, costs, expenses (including without limitation legal costs on a solicitor own client basis), proceedings, losses, damages and other liabilities arising (whether directly or indirectly) out of: i) any error in or omission from any information; and / or ii) any threats, claims or allegations that any information or the use thereof infringes any person's intellectual property or other rights; and / or iii) any threats, claims or allegations that any information or the use thereof breaches the provisions of any statute, statutory instrument or regulation or other law of any applicable country or territory; and / or iv) the seller's use of or reliance upon any information, including without limitation any claim made against the seller by any person as a result thereof.

16. HEALTH & SAFETY

The Purchaser agrees to pay due regard to any information or advice relating to the use of the goods which the seller may at any time furnish to it and agrees that before the goods are used it will, if requested by the seller, furnish the seller with a written undertaking to take any steps which the seller may specify with a view to ensuring that the goods will be safe and without risk to health when used.

17. CANCELLATION AND AMENDMENT

a) No cancellation or amendment to the contract shall be binding on the seller unless agreed in writing by a director on behalf of the seller and on the strict condition that all and any costs and expenses incurred by the seller up to the time of the cancellation or arising out of the amendment and all loss of profits and all other loss, damage, costs, charges and other expenses resulting to the seller by reason of such cancellation or amendment will be reimbursed by the purchaser to the seller forthwith.

b) Without prejudice to any other rights and remedies which the seller may have whether hereunder or otherwise at law or in equity, the seller shall have the right to cancel the contract or any other contract with the purchaser; i) if the purchaser commits any breach of the contract or any other contract with the seller; ii) on the occurrence of an insolvency event in respect of the purchaser as set out in condition 7dii; and / or iii) if the seller has any reason to doubt the credit worthiness of the purchaser.

18. ASSIGNMENT

The purchaser shall not assign, or otherwise transfer all or any of its rights, interests or obligations under the contract without the prior written consent of a director on behalf of the seller.

19. WAIVER

No waiver of any of the seller's rights under the contract shall be effective unless in writing signed by a director on behalf of the seller. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the seller's right in relation to different circumstances or the reoccurrence of similar circumstances.

20. DESIGN ALTERATIONS AND SUBSTITUTION OF GOODS

a) The seller shall be entitled at any time to alter or change the design or finish of its products as published in the seller's catalogues subject to reasonable prior notice of any such alteration or change being given to the purchaser.

b) Should any materials or parts or products required for completion of the contract be unavailable for the performance of the contract, the seller reserves the right to supply substitutes reasonably deemed by the seller to be suitable for the intended purpose of the goods as understood by the seller. Such substitutes shall be accepted by the purchaser in full and final satisfaction and performance of the seller's obligations in that regard.

21. RIGHTS OF THIRD PARTIES

The seller and the purchaser do not intend that any term of these conditions should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person who is not a party to the contract.

22. DATA PROTECTION

The seller reserves the right to obtain, hold or otherwise process personal data (as such term is defined in the Data Protection Act 1998) relating to the purchaser or any partner, director or other officer of the purchaser (the "data") for the purpose of carrying out the seller's business and any associated activities.

The data will be held securely and in accordance with the provisions of the Data Protection Act 1998 and may be shared with, disclosed to and / or processed by other companies within the seller's group, credit reference agencies, banks, credit insurers and other organisations which the seller nominates.

The purchaser will ensure that any individuals who may be affected by the provisions of condition 22 are informed. Unless any individual writes to the seller objecting to the seller processing his or her personal data for any purpose, it shall be deemed that the individual is aware of and has given his or her consent to the

processing.

23. ENGLISH LAW AND JURISDICTION

The contract shall be governed and construed in all respects by English law and the purchaser agrees to submit to the exclusive jurisdiction of the English Courts.

24. HEADINGS

a) The headings of these conditions do not form part of the conditions and shall not affect the interpretation thereof.

b) Each of the conditions and each paragraph hereof shall be construed as a separate condition. Should any provision hereof be found to be invalid or enforceable or illegal by the courts of any jurisdiction to which it is subject then to such provision shall be severed from these conditions.

25. NOTICES

Notice under these conditions shall be properly given if in writing and sent by registered post to the address of the intended recipient as stated in the contract or to such address as the purchaser and seller may from time to time notify each other as their respective addresses for service and shall be served upon receipt by the intended recipient at such address.



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