

(1) Introduction

01/07/2020

Please read these conditions of sale carefully.

You will be asked to expressly agree to these conditions of sale before you place an order for products or services.

(2) Interpretation

In these conditions of sale, "we" means Safe T System Holdings (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products or services (and "your" will be construed accordingly).

(3) Order process

The advertising of products and services constitutes an "invitation to treat"; and your order for products or services constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products and services from us, you will need to take the following steps: "(1) Agree with the salesman the precise product or service you require (2) we will then send you an order confirmation (at which point your order will become a binding contract) or (3) we will confirm by email that we are unable to meet your order."

We will not file a copy of these conditions of sale specifically in relation to your order. We may update the version of these conditions of sale from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these conditions of sale for your records.

The only language in which we provide these conditions of sale is English.

(4) Trademarks and products

Xit®, SnapXit®, HomeXit®, AngelXit®, GuardXit®, AutoXit®, and SensXit® are registered trademarks of Safe T Systems Holdings Limited.

SnapXit devices with part numbers A40, C40, C40S, S30A, S40A or H40A

Self-contained non-removable emergency egress tools comprising an anodised aluminium apparatus, tungsten alloy impact tip, fitting tape and removable security SnapTag (TAGY, TAGP or TAGC)

SnapInfo decals with prefix SVI, DVI, DTC, DTU, DPU, STU, SPU or STC

Single or double sided colour printed normal or photo-luminescent vinyl stickers displaying emergency exit information and instructions for use for the above devices.

SnapTag and **SnapLok** security seal replacements

Red, yellow or yellow photo-luminescent polypropylene security seals with a "twist to break" or a "pull to remove" action.

HomeXit devices with part number H40H. Self-contained non-removable emergency egress devices comprising an cataphoretic white aluminium apparatus, tungsten alloy impact tip, fitting tape and removable security SnapTag.

AngelXit personal rescue tools. Self-contained portable emergency egress devices comprising an anodised aluminium apparatus, tungsten alloy impact tip.

GuardXit personal rescue tools. Self-contained portable emergency egress devices comprising an anodised aluminium apparatus, tungsten alloy impact tip, with acrylic hand protector.

(5) Price and payment

Prices for products and services are quoted by our sales professionals. We will verify prices as part of our sale procedures so that a product or services correct price will be stated.

Payment must be made in accordance with the terms agreed with our salesman, which unless otherwise agreed, is at point of sale. Piece-part or on-off bulk purchases are also either pro-forma or 30 days from date of delivery for contracted monthly agreements. Late payments will be subject to interest at 8.5% per annum.

Prices for products and services are liable to change at any time, subject to any relevant contractual agreements.

(6) Your warranties

You warrant to us that:

- a) you are legally capable of entering binding contracts, and you have full authority, power and capacity to agree to these conditions of sale;
- b) the information provided in your order is accurate and complete;
- c) you will be able to accept delivery of the products and services;
- d) you are at least 18 years of age;
- e) installation will be carried out by you in accordance with the manufacturers installation specification;
- f) ongoing maintenance of our products will be carried out by you in accordance with the manufacturers maintenance suggestions; and,
- g) the glass is checked and approved by yourselves as fit for use in conjunction with our product(s).

(7) Warranty

Safe T Systems Holdings warrants its products are all hand checked and quality controlled and tested from a random sample of products from one or more batches. Safe T System Holdings provides a limited warranty of quality for the delivered item only to the person or entity that originally purchased the product from Safe T System Holdings or its authorized distributor or retailer.

(8) Delivery policy

All orders will be supplied EXW unless agreed otherwise. Under INCOTERMS 2020, EXW, DDU, DAP and DDP are options currently in use.

In any case, we cannot guarantee exact delivery times as these are often beyond our control.

(9) "Cooling off" period

You may cancel a contract to purchase a product or service at any time at least 7 days before the scheduled shipping date (subject to the limitations set out below).

If you cancel a contract or purchase order on this basis, you must inform us in writing.

(10) Statutory rights

Nothing in these conditions of sale affects your statutory rights including your right to receive a refund in respect of any items damaged in transit.

(11) Refunds

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation. There are no refunds for goods already delivered or collected.

(12) Limitations and exclusions of liability

Nothing in the conditions of sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit or exclude any liability of a party under Section 12, 13, 14 or 15 of the Sale of Goods Act 1979 or Part I of the Consumer Protection Act 1987; (d) limit any liability of a party in any way that is not permitted under applicable law; or (e) exclude any liability of a party that may not be excluded under applicable law. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the conditions of sale.

The limitations and exclusions of liability set out in this Section [and elsewhere in the conditions of sale]: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the conditions of sale or in relation to the subject matter of the conditions of sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be responsible for the glass substrate's type, manufacture quality, production process, testing procedures or homologation to the relevant automotive glass toughening standard(s).

We will not be liable to you in respect of any losses arising out of any event or series of events beyond our reasonable control

(13) General terms

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our privacy policy.

Contracts under these conditions of sale may only be varied by an instrument in writing signed by both you and us. We may revise these conditions of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these conditions of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these conditions of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these conditions of sale.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these conditions of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these conditions of sale, at any time – providing such action does not serve to reduce the guarantees benefiting you under these conditions of sale.

Each contract under these conditions of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section [11]: these conditions of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these conditions of sale have been made by or on behalf of the other party in relation to the purchase of products from our website.

These conditions of sale will be governed by and construed in accordance with Mauritian law, and the courts of Mauritius will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these conditions of sale.

(14) About us

Company name is: Safe T System Holdings Limited

Our registered office and principal trading address is: C/O Osiris Corporate Services, 5th Floor La Croisette, Grand Bay, 30517, Mauritius

Our Company registration number is: 129060