



PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

CoreRFID Limited Terms and Conditions : May 2009

1. **Format of the Contract**

- 1.1 These terms of sale apply to all goods supplied by CoreRFID Limited, whose registered office is at CoreRFID Ltd, Dallam Court, Dallam Lane, Warrington, WA2 7LT registered in England and Wales No. 06269475 (the "Supplier", or "we", or "our"). These Conditions shall apply to all contracts for the sale of Goods by us to you to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under any purchase order, confirmation of order or similar document.
- 1.2 Our sales are directed exclusively at commercial enterprises. You represent to us and all suppliers of goods procured by us and that all purchases made by you will be made for purposes integral to your business and will be within the scope of your authority to conclude contracts on behalf of your business.
- 1.3 Any order placed by you for goods on our standard Order Form is an offer by you to purchase the goods selected on the Order Form. No contract exists between you and us for the sale of any goods until we have received your order and accepted it (which we may do at our discretion).
- 1.4 We will send you an order acknowledgement shortly after you place your order, notifying you that we have received your order. This acknowledgement is not notification that we have accepted your order.
- 1.5 If we accept your order, we will notify you by [email] [facsimile] [telephone] that we have accepted it prior to dispatch of the goods. If we cannot accept your order (for example (but without limitation) because the goods are found to be unavailable) we will notify you by [telephone or email].
- 1.6 In the event that, after we accept your order, we discover that the goods ordered are unavailable we reserve the right not to supply the goods ordered and to offer you a refund or alternative goods in accordance with conditions 2.2 to 2.4 below.

1.7 We have the right to terminate the contract if the price of the goods is not received from you in cleared funds (in accordance with condition 3.1).

1.8 The Supplier may change these terms of sale without notice to you in relation to future sales.

1.9 The contract shall not constitute a sale by description or sample.

2. **Description and price of the goods**

2.1 The description and price of the goods you order will be as shown on the Order Form to which these terms and conditions relate. All prices are exclusive of Value Added Tax unless otherwise stated on the Order Form.

2.2 If after acceptance of your order we discover within 14 days of such acceptance that all of the goods are unavailable, we may terminate the contract and refund or re-credit you within 7 working days for any sum that has been paid by you or debited from your credit card for those goods. In these circumstances, we will inform you as soon as possible.

2.3 If within 7 days of our acceptance of your order we discover that some but not all of the goods are unavailable, we will no longer supply those unavailable goods. In these circumstances we will contact you detailing the goods that are unavailable and offer you the option of cancelling the whole order or amending your order to substitute the unavailable items with alternative goods. If you have not cancelled the order within 14 days of receipt of such notice, we will deliver the available goods in accordance with condition 4 below. We will refund or re-credit you for any sum that has been paid by you or debited from your credit card in respect of the unavailable goods or cancelled order (if you have cancelled it).

2.4 Every effort is made to ensure that prices shown on the Order Form are accurate at the time you place your order. If within 14 days of accepting your order a pricing error is found in respect of any or all of the goods you have ordered, we will notify you as soon as possible detailing the incorrect priced goods and offering you the option of:

2.4.1 placing a new order at the correct price for those goods;

2.4.2 cancelling the whole of your order; or

2.4.3 cancelling your order for the incorrect priced goods and reconfirming your order for the correctly priced goods.

If, within 14 days of receipt of our notice to you, you have not responded by selecting one of the available options at conditions 2.4.1 to 2.4.3 above then:

- (a) if all of the goods you have ordered are found to be incorrectly priced, the entire order will be cancelled automatically and the Supplier will refund or re-credit you for any sum you have paid for those goods; or
- (b) if only some of the goods you have ordered are found to be Incorrect priced, our contract with you continues and we will deliver the correctly priced goods but we will not be obliged to supply you with the Incorrect priced goods. In these circumstances we will refund or re-credit you for any sum you have paid for the incorrect priced goods.

2.5 To avoid any doubt, where goods are unavailable and you order alternative goods from us, or where goods have been incorrectly priced and you subsequently order such goods at the correct price, these terms of sale shall apply to the order and the supply of the relevant goods, however the order is placed .

2.6 In addition to the price, you may be required to pay a delivery charge for the goods, details of which are set out on the Order Form.

2.7 Grade A Goods are "Factory Reconditioned" to the Manufacturers original specification. All goods supplied are 30 day high street store (30 days) returned products. With grade A stock there is always a chance that there may be a minor cosmetic mark, considering the price however these are considered to be very minor and will not affect performance of the product.

3. **Payment**

3.1 Payment for the goods and delivery charges can be made by any method shown on the Order Form. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.

3.2 There will be no delivery until cleared funds are received unless we have agreed credit facilities with you.

3.3 Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

3.4 Without prejudice to any other rights we may have, we are entitled to charge interest at 2% above the then Current Base Rate of Lloyds Bank Plc on overdue payments of the price of the goods.

4. **Delivery**

4.1 The goods you order will be delivered to the address you give when you place your order, except that some deliveries are not made outside the United Kingdom. In respect of deliveries outside of the United Kingdom clause 4.9 shall apply.

4.2 Orders placed before 12.00 pm on a working day will be processed that day and will be delivered as per the requested delivery option provided no additional securities checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)

4.3 If delivery cannot be made to your address for reasons under the Supplier's control the Supplier will inform you as soon as possible.

4.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:

4.4.1 Store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or

4.4.2 sell the goods at the best readily obtainable price and either (a), where you have not already paid for the goods in question, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods or (b), where you have already paid for the goods in question, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

4.5 If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. On exercising your right to cancel you shall be required to return the goods to the Supplier. Should you fail to return the goods, the Supplier reserves the right to deduct any direct costs incurred by the Supplier in retrieving the goods as a result of such failure.

4.5.1 Please note that goods made to your personal requirements or specifications (i.e.

to your bespoke or specific sizes) are not covered by 4.5 Your statutory rights remain un-effected.

4.6 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you of any delay as soon as possible and will give you the option of cancelling your order at this point.

4.6.1 Please note that goods made to your personal requirements or specifications (i.e. to your bespoke or specific sizes) are not covered by 4.6 Your statutory rights remain un-effected.

4.7 Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

4.8 Any delivery time specified shall in any event be extended by any period or periods during which the manufacture or delivery of the goods or other work in connection with the contract is delayed due to:-

4.8.1 Fire, explosion, flood, storm or accident;

4.8.2 Sabotage, strikes (official and unofficial), riot, acts of war, (whether war be declared or not) or civil commotion;

4.8.3 shortage of labour, power of materials, delays by our suppliers, plant breakdowns, technical difficulties connected with the manufacture of adaptation of the goods to your specification;

4.8.4 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

4.8.5 Import or export regulations or embargoes

or in any event or circumstances beyond our control

4.9 In respect of sale of goods to purchasers outside of the United Kingdom the following provisions will apply:-

- 4.9.1 You shall promptly obtain all necessary import licenses, clearances and other consents necessary for the purchase of the goods. The Supplier shall promptly upon request supply all documents reasonably required by you for this purpose
- 4.9.2 the goods shall be delivered to you at the Supplier's address. The risk in the goods shall pass to you upon such delivery taking place.
- 4.9.3 the Supplier shall arrange for carriage of the goods to your address. The costs of carriage and any insurance which you reasonably directs the Supplier to incur shall be reimbursed by you without any set-off or other withholding whatever and shall be due on the date for payment of the Price. The carrier shall be deemed to be your agent

5. **Risk/Title**

- 5.1 The goods are at your risk from the time of delivery.
- 5.2 Ownership of the goods shall not pass to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 5.2.1 The goods, and
 - 5.2.2 All other sums which are or which become due to the Supplier from you on any account.
- 5.3 The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier.
- 5.4 Until ownership of the goods has passed to you, you must:
 - 5.4.1 Store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Supplier's property;
 - 5.4.2 Not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier; and

- 5.4.3 Hold the proceeds of the insurance referred to in condition 5.4.2 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 5.5 Your right to possession of the goods shall terminate immediately if:
- 5.5.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
 - 5.5.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or
 - 5.5.3 you encumber or in any way charge any of the goods.
6. **Cancellation by us**
- 6.1 We reserve the right to cancel the contract between us if:
- 6.1.1 We have insufficient stock to deliver the goods you have ordered (2.3);
 - 6.1.2 We do not deliver to your areas; or
 - 6.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers (2.4).
- 6.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

7. **Warranty**

7.1 All new goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply (unless otherwise stated). If new goods develop a defect during the 12 month warranty period, you should follow the Supplier's Returns procedure (see condition 11 below). In the event of a valid claim for a defect in the new goods, where clauses 7.4 or 7.5 do not apply, the Supplier will (at its option) either:

7.1.1 Replace those goods, if the Supplier has available the same goods at the same price;

7.1.2 Repair those goods; or

7.1.3 refund or re-credit you the sum you have paid for the relevant goods within 30 days of the date that the relevant goods are returned in accordance with the Supplier's Returns procedure (see condition 11 below).

7.2 Wherever possible, previously used or owned goods ("Used Goods") will be highlighted as being so used on the [Supplier's website][Order Form] at the time you place your order. All Used Goods supplied by the Supplier are warranted free from defects for 90 days from the date of supply (unless otherwise stated). If Used Goods develop a defect during the 90 day warranty period, you should follow the Supplier's Returns procedure (see condition 11 below). In the event of a valid claim for a defect in the Used Goods, the Supplier will (at its option) either:

7.2.1 Replace those Used Good(s), if the Supplier has available the same Used Goods(s) at the same price;

7.2.2 Repair the Used Good(s); or

7.2.3 refund or re-credit you the sum you have paid for the relevant Used Good(s) within 30 days of the date that the relevant Used Good(s) are returned in accordance with the Supplier's Returns procedure (see condition 11 below).

7.3 The warranties in conditions 7.1 and 7.2 above do not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than in accordance with its intended use, failure to follow the manufacturer's or Supplier's instructions, or any alteration or repair carried out without the Suppliers prior written approval.

- 7.4 If the goods supplied to you are damaged in transit, you should notify the Supplier in writing within 3 working days of receipt of the goods and return the goods to us in accordance with our returns policy (see condition 11 below). Once we have verified the fault, we will issue you with (at your discretion) a replacement or full refund via your original payment method and reimburse your reasonable return carriage costs. This does not affect your rights under clauses 7.1, 7.2 and 7.5.
- 7.5 If the goods supplied to you are faulty or incomplete on arrival (whether or not they were damaged in transit), you must notify us within 28 calendar days (please note that for our business customers, this is 14 calendar days) of receipt of the goods and return the goods to us in accordance with our returns policy (see condition 11 below). Once we have verified the fault, we will issue you with (at your discretion) a replacement or full refund via your original payment method and reimburse your reasonable return carriage costs. This does not affect your rights under clauses 7.1 and 7.2.
- 7.6 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier in writing, as soon as possible, but in any event within 14 days of the date you discovered or ought to have discovered the damage, defect or complaint.

8. **Limitation of Liability**

- 8.1 Subject to 8.2 below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:
- 8.1.1 There is no breach of a legal duty owed to you by the Supplier or by its employees or agents;
- 8.1.2 Such loss or damage is not a reasonably foreseeable result of any such breach;
- 8.1.3 Any increase in loss or damage resulting from breach by you of any term of this contract.
- 8.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.
- 8.3 The Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement including but not limited to:

8.3.1 loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings or loss of revenue even when advised of the possibility; or

8.3.2 any indirect or consequential losses, liabilities or costs.

8.4 The aggregate liability of the Supplier (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the goods in question.

9. **Data Protection**

9.1 The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorized access to information supplied by you.

10. **Images**

10.1 Product images are for illustrative purposes only and may differ from the actual product.

11. **Returns**

11.1 For all details of the Supplier's returns policy and procedures please click the link below:

<http://www.corefid.com>

11.2 In particular, please note that any items returned to us which you claim to be faulty or incomplete are checked and verified by our technicians. Any returned items that are found not to be faulty or incomplete will be returned to you and we shall be entitled to charge you for the return carriage costs via your original payment method. In the event that your credit card has expired, or is declined we will hold the item(s) until full payment has been made for the return carriage.

11.3 Any items that you return to us are at your own risk, therefore we strongly advise all our customers to take reasonable care when returning any items to us for example, by ensuring the goods are correctly addressed, adequately packaged, and carried by a reputable carrier.

12. **Representations**

12.1 No statement description information warrant condition or recommendation contained in our website or made verbally by any of our agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

13. **Force Majeure**

13.1 We shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing obtaining or delivering the goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.

14. **Headings**

14.1 The headings in these conditions are intended for reference only and shall not affect their construction.

15. **Governing Law and Jurisdiction**

15.1 These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.

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