

**THE SUPPLIER LIMITED**

- and -

**THE CUSTOMER**

---

---

**TERMS AND CONDITIONS  
FOR THE SALE OF GOODS**

---

---

## INDEX

1.	INTERPRETATION .....	3
1.1	Definitions .....	3
1.2	Interpretation .....	5
2.	GOODS .....	5
2.1	Goods.....	5
2.2	Statutory or Regulatory requirements .....	5
3.	PRICE .....	5
3.1	Price of the Goods .....	5
3.2	Pricing elements .....	5
3.3	Variation of Prices .....	6
4.	PAYMENT .....	6
4.1	Invoices.....	6
4.2	Payment of invoices .....	6
4.3	Late payment.....	6
4.4	Set off .....	6
4.5	Vat .....	7
5.	DELIVERY .....	7
5.1	Delivery.....	7
5.2	Delivery Location .....	7
5.3	Delivery by instalments .....	7
5.4	Delivery note .....	7
5.5	Supplier not liable for failure or delay.....	7
5.6	Customer failure to accept delivery .....	8
5.7	Failure to deliver.....	8
5.8	Supplier right to resell Goods .....	8
5.9	Wrong quantity of Goods .....	8
5.10	Instalments .....	9
	TITLE AND RISK .....	9
6.1	Risk.....	9
6.2	Title.....	9
6.3	Retention of title .....	9
6.4	Customer use of Goods in the ordinary course of business.....	10
6.5	Right to repossess Goods.....	10
7.	WARRANTY .....	10
7.1	Warranty.....	10
7.2	Non-compliant Goods.....	10
7.3	Replacement Goods .....	10
7.4	Supplier not liable for Customer default.....	10
7.5	No warranty.....	11
8.	OBLIGATIONS OF THE CUSTOMER.....	11
9.	LIABILITY.....	11

9.1	No exclusion .....	11
9.2	Exclusion of liability .....	12
9.3	Limitation on Supplier's liability .....	12
10.	CONFIDENTIALITY .....	12
10.1	Obligation of confidentiality .....	12
10.2	Term of confidentiality .....	12
11.	FORCE MAJEURE .....	12
11.1	No liability for Force Majeure event .....	12
11.2	Consequences of Force Majeure event.....	13
12.	TERMINATION.....	13
12.1	Termination events .....	13
12.2	Supplier's right to terminate .....	14
12.3	Consequences of termination .....	14
13.	GENERAL .....	14
13.1	Assignment and other dealings .....	14
13.2	Severability .....	15
13.3	Notices.....	15
13.4	Rights of Third Parties .....	15
13.5	Entire Agreement .....	15
13.6	Succession .....	15
13.7	Variation .....	15
13.8	Governing Law & Jurisdiction .....	15

**DEFINITIONS**

**THIS AGREEMENT** is made on the date a Customer purchase order is accepted by the Supplier Ltd.

**The Parties:-**

**Supplier:** who is a Company registered in England and Wales as CoreRFID Ltd whose offices are at West Lancashire Investment Centre, Maple View, White Moss Business Park, Skelmersdale, Lancashire England whose registration number is 069369475 and the

**Customer:** whose address details will be contained on their purchase which will form part of This Agreement

**1. INTERPRETATION**

**1.1 Definitions**

In these Conditions the following definitions apply:

“Business Day” means a day other than Saturday, Sunday and public holidays when banks in London generally are open for business;

“Confidential Information” means any commercial, financial or technical information, information relating to products, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to this Contract;

“Contract” means this agreement between the Supplier and the Customer for the sale and purchase of Goods incorporating these terms and conditions;

“Delivery Dates” means the dates for delivery of the Goods

“Delivery Location” means the address for delivery of the Goods as set out in contained on the Customer’s purchase order;

“Description”	means the description of the goods provided on the The Supplier website or the original manufacturers website or any technical information provided to the Customer by The Supplier Ltd
“Force Majeure”	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract;
“Goods”	means the goods and related accessories, spare parts and documentation and other deliverables set out in the Customer’s purchase order
“Intellectual Property Rights”	<p>means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case:</p> <ul style="list-style-type: none"> <li>(a) whether registered or not;</li> <li>(b) including any applications to protect or register such rights;</li> <li>(c) including all renewals and extensions of such rights or applications;</li> <li>(d) whether vested, contingent or future;</li> <li>(e) to which the Supplier is or may be entitled; and</li> <li>(f) in whichever part of the world existing;</li> </ul>
“Purchase Order”	means the Customers instruction to purchase goods under the terms of this Agreement and shall contain the Customer’s address, reference to the Goods being ordered, delivery address and any special delivery instructions

“Value Added Tax or VAT” means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

“Year” means a consecutive period of 12 months commencing on the date of this agreement and each consecutive period of 12 months thereafter.

## 1.2 **Interpretation**

Unless the context otherwise requires:

- 1.2.1 each gender includes the others;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to the Contract include these terms and conditions, and its schedules;
- 1.2.4 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.5 clause headings do not affect their interpretation;
- 1.2.6 general words are not limited by example; and
- 1.2.7 references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

## 2. **GOODS**

### 2.1 **Goods**

The Goods are described in the Description.

### 2.2 **Statutory or Regulatory requirements**

The Supplier reserves the right to amend the Description if required by any applicable statutory or regulatory requirements.

## 3. **PRICE**

### 3.1 **Price of the Goods**

The price for the Goods will be as set out in in the Customer’s purchase order or in default of such provision will be calculated in accordance with the Supplier's standard scale of charges in force on the date of the Contract.

### 3.2 **Pricing elements**

The price:

- 3.2.1 does not includes packaging, delivery etc., which will be charged in addition; and

3.2.2 does not include Value Added Tax which will be charged in addition at the then applicable rate.

### 3.3 **Variation of Prices**

The Supplier may, by giving notice to the Customer at any time before or after delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

3.3.1 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

3.3.2 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

## 4. **PAYMENT**

### 4.1 **Pro-forma Invoices**

The Supplier will invoice the customer for the full amount of the goods and as soon as payment has been received by the Supplier the goods will be delivered to the customer within the terms set out in section 5 of this agreement.

### 4.2 **Credit Invoices**

Where credit terms have been approved the Supplier may invoice the Customer or the Goods on or any time up to the completion of delivery.

### 4.3 **Payment of invoices**

The Customer will pay all invoices:

4.3.1 without deduction or set-off other than as required by law, in cleared funds within 30 days of date of each invoice, and

4.3.2 to the Supplier's nominated bank account.

### 4.4 **Late payment**

Where sums due hereunder are not paid in full by the due date:

4.4.1 The Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of Lloyds Bank PLC from time to time in force, and

4.4.2 interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

### 4.5 **Set off**

The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

4.6 **Vat**

VAT will be charged by the Supplier and paid by the Customer at the then applicable rate.

5. **DELIVERY**

5.1 **Delivery**

The Goods will be:

5.1.1 delivered by or for the Supplier to the Delivery Location on the Delivery Dates; or

5.1.2 made available for collection by the Customer at the The Supplier's, or carrier's as the case may be, premises set out in the Delivery Location. The Customer will collect the Goods on the Delivery Dates.

5.2 **Delivery Location**

The Goods will be deemed delivered:

5.2.1 if delivered by or for the Supplier under clause 5.1.1, on arrival of the Goods at the Delivery Location;

5.2.2 if collected by the Customer under clause 5.1.2, on completion of loading at the Supplier's, or carrier's as the case may be, premises.

5.3 **Delivery by instalments**

The Goods may be delivered by instalments if agreed by the between the Supplier and the Customer. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

5.4 **Delivery note**

Delivery of the Goods, or part thereof, will be accompanied by a delivery note stating:

5.4.1 the date of the Contract;

5.4.2 the relevant Customer and the Supplier details;

5.4.3 the product numbers and type and quantity of Goods in the consignment;

5.4.4 any special handling and other instructions;

5.4.5 The Supplier will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.

5.5 **The Supplier not liable for failure or delay**

The Supplier will not be liable for any delay in or failure of delivery caused by:

5.5.1 the Customer's failure to:

(i) make the Delivery Location available;

(ii) prepare the Delivery Location in accordance with the Supplier's instructions or as required for delivery and installation of the Goods; or

(iii) provide the Supplier with adequate instructions, for delivery and installation or otherwise relating to the Goods;

5.5.2 the Customer's failure to collect the Goods from the Supplier's premises; or

5.5.3 an event of Force Majeure.

#### 5.6 **Customer failure to accept delivery**

If the Customer fails to accept delivery of or collect the Goods as provided in clause 5.1 or on the Delivery dates:

5.6.1 delivery of the Goods will be deemed to have occurred at 9.00 am on the third Business Day following such date; and

5.6.2 The Supplier will store and insure the Goods pending delivery, and the Customer will pay all costs and expenses incurred (including insurance) by the Supplier in doing so.

#### 5.7 **Failure to deliver**

If the Supplier fails to deliver the Goods for any reason, then The Supplier may immediately agree a revised delivery date with the Customer and the parties shall be bound by the terms of the Contract. If the Supplier fails to deliver the Goods then its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the similar market at the least expensive price available, less the price of the Goods and in any event not exceeding the amount as set out in clause 9. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

#### 5.8 **The Supplier right to resell Goods**

If ten Business Days following the due date for delivery or collection or after the day on which The Supplier notified the Customer that the Goods are ready for delivery, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods. The Supplier will:

5.8.1 deduct reasonable storage charges at the Supplier's then-applicable rate and reasonable costs of resale; and

5.8.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the price paid by the Customer for the Goods.

#### 5.9 **Wrong quantity of Goods**

The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 10% less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

**5.10 Instalments**

The Supplier may deliver the Goods by instalments in accordance with the Purchase Order or a Schedule agreed in writing with the Customer, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

**6. TITLE AND RISK**

**6.1 Risk**

Risk in the Goods will pass to the Customer on completion of delivery or when the Goods are transferred to the carrier under clause 5.1.

**6.2 Title**

Title to the Goods will pass to the Customer once the Supplier has received payment in full for the Goods.

**6.3 Retention of title**

Until title to the Goods has passed to the Customer, the Customer will:

- 6.3.1 hold the Goods as bailee for the Supplier;
- 6.3.2 store the Goods separately from all other material in the Customer's possession;
- 6.3.3 take all reasonable care of the Goods and keep them in reasonable condition;
- 6.3.4 insure the Goods:
  - (i) with a reputable insurer;
  - (ii) from the date of delivery;
  - (iii) against all risks;
  - (iv) for an amount at least equal to the price;
  - (v) noting the Supplier's interest on the policy;
- 6.3.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
- 6.3.6 not remove or alter any mark on or packaging of the Goods;
- 6.3.7 inform the Supplier as soon as possible if it becomes subject to any of the events set out in clause 12.1; and
- 6.3.8 provide the Supplier such information concerning the Goods as the Supplier may request from time to time.

#### 6.4 **Customer use of Goods in the ordinary course of business**

Notwithstanding clause 6.3, the Customer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 12.1 is or is likely to occur.

#### 6.5 **Right to repossess Goods**

If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clause 12.1, the Supplier may:

6.5.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and

6.5.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

### 7. **WARRANTY**

#### 7.1 **Warranty**

The Supplier warrants that, for a period of 12 months from delivery (the **Warranty Period**), the Goods will:

7.1.1 conform in all material respects with the Description;

7.1.2 be free from material defects in design, material and workmanship; and

7.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979, as amended.

#### 7.2 **Non-compliant Goods**

The Supplier will, at its option, repair, replace or refund the price of defective Goods, provided that and subject to clause 7

7.2.1 the Customer informs the Supplier in writing during the Warranty Period and promptly on discovery that some or all of the Goods do not comply with clause 7.1;

7.2.2 the Customer gives the Supplier a reasonable opportunity to examine the defective Goods; and

7.2.3 the Customer returns the defective Goods to the Supplier at the Supplier's expense.

#### 7.3 **Replacement Goods**

The Contract will apply to any Goods repaired or replaced under clause 7.2.

#### 7.4 **Supplier not liable for Customer default**

The Supplier will not be liable for any failure of the Goods to comply with clause 7.1:

- 7.4.1 where such failure arises by reason of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions;
- 7.4.2 to the extent caused by the Customer's failure to comply with the Supplier's oral or written instructions as to:
- (i) storage, installation, commissioning, use or maintenance of the Goods, or;
  - (ii) good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods;
- 7.4.3 to the extent caused by the Supplier following any design, drawing or Specification or requirement of the Customer in relation to the Goods;
- 7.4.4 where the Customer repairs or alters any Goods without the Supplier's prior written consent; or
- 7.4.5 where the Customer uses any of the Goods after notifying the Supplier that it does not comply with clause 7.1; and
- 7.4.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

**7.5 No warranty**

Except as specifically set out in this clause 7 the Supplier gives no warranty in relation to the Goods and in particular, the conditions implied by ss 13–15 of the Sale of Goods Act 1979 are expressly excluded.

**8. OBLIGATIONS OF THE CUSTOMER**

The Customer will:

- 8.1.1 ensure that the contents of any order are complete and accurate;
- 8.1.2 ensure that the Supplier is provided with full, complete and accurate information relating to the performance of the Goods on or before the date of this Contract; and
- 8.1.3 co-operate fully with the Supplier in relation to delivery or collection of the Goods.

**9. LIABILITY**

**9.1 No exclusion**

The Supplier does not exclude its liability:

- 9.1.1 for death or personal injury caused by its negligence; or

- 9.1.2 for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982; or
- 9.1.3 for defective products under the Consumer Protection Act 1987; or
- 9.1.4 for fraud or fraudulent misrepresentation.

9.2 **Exclusion of liability**

Subject to clause 9.1, each of the parties shall under no circumstances whatever be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

9.3 **Limitation on Supplier's liability**

Subject to 9.1, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price paid by the Customer for the Goods.

10. **CONFIDENTIALITY**

10.1 **Obligation of confidentiality**

Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:

- 10.1.1 any information which was in the public domain at the date of this Contract;
- 10.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 10.1.3 any information which is independently developed by the other party without using information supplied by the first party; or
- 10.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

10.2 **Term of confidentiality**

This clause 10 will remain in force for a period of two years after termination of the Contract.

11. **FORCE MAJEURE**

11.1 **No liability for Force Majeure event**

A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

11.1.1 promptly notifies the other of the Force Majeure event and its expected duration;  
and

11.1.2 uses reasonable endeavours to minimise the effects of that event.

## 11.2 **Consequences of Force Majeure event**

If, due to Force Majeure, a party:

11.2.1 is or will be unable to perform a material obligation; or

11.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 60 days then the parties will, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

## 12. **TERMINATION**

### 12.1 **Termination events**

The Contract may be terminated forthwith at any time by the Supplier on written notice to the Customer if:

12.1.1 the Customer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or if capable of remedy is not remedied within 15 days of written notice to do so;

12.1.2 the Customer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;

12.1.3 the Customer (a) negotiates with its creditors for rescheduling of its debts, (b) makes a proposal to or compounds with its creditors in respect of its debts, or (c) makes an application to court for protection from its creditors generally;

12.1.4 the Customer passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other;

12.1.5 a receiver or administrative receiver may be or is appointed in relation to the Customer or any of its assets;

12.1.6 any creditor of the Customer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Customer's assets, and such attachment or process is not discharged within 14 days;

12.1.7 the Customer takes or suffers any action similar to any of the above in any jurisdiction;

12.1.8 there is a material change in the management, ownership or control of the Customer;

12.1.9 the Customer suspends trading, ceases to carry on business, or threatens to do either;

12.1.10 the Customer, (being an individual) dies or ceases to be capable of managing his own affairs; or

12.1.11 the Customer, (being an individual) is the subject of a bankruptcy petition or order; or

12.1.12 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

12.1.13 the Customer is subject to an event of Force Majeure under clause 11.

## 12.2 **Supplier's right to terminate**

In addition to its rights under clause 12.1 the Supplier may terminate this Contract at any time immediately on written notice to the Customer if the Customer has failed to pay any amount due under the Contract on the due date.

## 12.3 **Consequences of termination**

On termination of the Contract for any reason:

12.3.1 the Customer will immediately pay all invoices of the Supplier then outstanding and not disputed in good faith;

12.3.2 the Supplier will, within seven Business Days, invoice the Customer for all Goods delivered or provided but not yet invoiced and the Customer will pay such invoice within a further fifteen Business Days (unless the invoice is disputed in good faith);

12.3.3 Customer will forthwith return any materials of the Supplier then in its possession or control; if it fails to do so, the Supplier may enter onto any premises owned by or under the control of the Customer and take possession of them;

12.3.4 the accrued rights and liabilities of the parties will not be affected; and

12.3.5 any clause which expressly or by implication are to survive termination will do so.

## 13. **GENERAL**

### 13.1 **Assignment and other dealings**

13.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract; and

13.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

### 13.2 **Severability**

If any part of the Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Contract and the remaining provisions of the Contract will otherwise remain in full force.

### 13.3 **Notices**

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Contract. They may be given, and will be deemed received:

13.3.1 by first-class post: two Business Days after posting;

13.3.2 by airmail: seven Business Day after posting;

13.3.3 by hand: on delivery;

13.3.4 by facsimile: on receipt of a successful transmission report from the correct number;  
and

13.3.5 by e-mail: on receipt of a delivery or read receipt mail from the correct address.

13.3.6 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

### 13.4 **Rights of Third Parties**

This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

### 13.5 **Entire Agreement**

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

### 13.6 **Succession**

The Contract will bind and benefit each party's successors and personal representatives.

### 13.7 **Variation**

Except as set out in the Contract, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

### 13.8 **Governing Law & Jurisdiction**

13.8.1 The Contract will be governed by the law of England and Wales.

13.8.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.