

# IDENTIVUE LIMITED Terms and Conditions

## Definitions

- "Supplier" means Identivue Limited;
- "Customer" means the customer placing an order for Goods with Supplier;
- "Goods" means all equipment, software or services which are subject to the Customer's order which are to be supplied to the Customer by Supplier under these Conditions.

## Orders

- The supplier is bound by written orders only, verbal agreements or quotations which are not agreed in writing are not binding to the supplier. Only goods specified in writing shall be considered part of the agreement. Subsequent amendments of the order by the customer shall not exempt the customer from paying for goods and services provided or work in hand completed on the customer's order.
- All orders are accepted subject to the availability of Goods and to these conditions. No terms or conditions put forward by the Customer shall be binding on Supplier.
- The Customer accepts that these conditions and any specific details stated on its accepted order constitute the entire understanding between parties and supersede any prior promise, representation, undertaking or understanding of any kind.
- If the Customer requests a change or cancellation of an order Supplier reserves the right to reject the change or cancellation or accept it and charge 10% of the order value.
- No cancellation will be accepted in respect of orders for items not normally stocked by Supplier. Any such items would specifically be ordered for the Customer and will be held by Supplier at the Customer's risk and the Customer shall insure accordingly.

## Prices

- Unless otherwise expressly agreed in Writing, the Goods shall be sold and invoiced at Supplier's current prices at the date of despatch. Catalogues, web site, price lists, videos and other advertising material are provided for illustrative purposes only.
- Unless otherwise agreed in writing, prices do not include delivery and taxes (if any) and such costs shall be payable by and invoiced to the Customer.
- All quotations are valid only on the date given and all quotations and prices are based on details provided by the Customer and do not apply where the Customer alters the details on which such quotations and prices are based. Supplier reserves the right to charge for any omission or additional cost arising from the provision of inaccurate or insufficient information by the Customer and to revise prices to take into account increases in any costs of providing the Goods which occurs between the date of quotation and delivery.
- Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or document or information produced by Supplier shall be subject to correction without any liability on the part of Supplier.

## Delivery

- Delivery shall be at the Customer's premises or, if different, the place specified in the Customer's order. Dates and times quoted by Supplier are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the order or to claim damages.
- The Customer shall note any claim for short delivery and/or damage to components on the delivery schedule at the time of delivery and shall confirm such claims in Writing to Supplier within 7 days from the date of delivery. All Goods are deemed delivered and completed if such notice is not received within such period.

## Payment

- If the Customer is not an account holder approved in Writing by Supplier all invoices are payable on delivery or on installation day as stated on written quotation/ confirmation of the order. If the Customer is an approved account customer all invoices are payable in full within 30 days of the date of invoice.
- The Customer shall not be entitled to withhold payment of any amount due to Supplier in respect of any claim for damage to Goods or any alleged breach of contract by Supplier, nor shall the Customer be entitled to any right of set-off. Until the Customer has paid all sums owing to Supplier, Supplier may restrict use of software with a payment authorisation key.
- Without prejudice to Supplier's other rights if the Customer fails to pay any amount on the due date; Supplier shall have the right to cancel any contract made with the Customer and/or to suspend deliveries; Supplier reserves the right to charge interest on a daily basis on overdue amounts at the rate of 4% above the HSBC Bank base rate until payment; The Customer shall indemnify Supplier and keep it indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts; The whole of the balance then outstanding to Supplier by the Customer on any account whatsoever shall become immediately due and payable.
- Supplier reserves the right to require the Customer to pay Goods in advance and to recharge or refuse discount if the Customer fails to maintain credit account arrangements satisfactory to Supplier.

## Title

- Supplier shall retain full ownership of and title to all Goods delivered to the Customer or any part thereof unless and until the Customer has paid all sums owing to Supplier. Supplier transfers no title to or ownership in Goods comprising software (or any other software) to the Customer or any third party.
- The Customer will deliver up or have delivered up to Supplier Goods upon demand and Supplier may without limiting any other rights or remedies available to it at law in equity or by statute seize repossess and/or resell Goods at its discretion and in exercise of such rights. Supplier or the Supplier's nominated agent, may enter any premises in which it reasonably believes from time to time any Goods are located.
- The Customer shall take all due care (or ensure that all due care is taken) of the Goods and the Customer shall bear the sole liability for insurance of the Goods and shall indemnify Supplier for any loss whatsoever suffered or incurred by Supplier arising out of any failure to insure such Goods. Clean and (surge) protected power supply shall be provided to all hardware by customer.

## Liability

- Supplier shall not in any circumstances whatsoever be liable for indirect or consequential loss including but not limited to loss of profits loss of data or use and shall have no liability for any claim based upon the combination operation or use of any Goods with equipment data or programming not supplied by Supplier or based upon a modification of the Goods with equipment data or programming not supplied by Supplier or based upon a modification of the Goods.
- Clean and (surge) protected power supply shall be provided to all hardware by customer.
- Any action against Supplier must be brought no later than 12 months after the Customer becomes aware that a cause of action has arisen.

## Relationship

- The relationship between the Customer and Supplier shall be as buyer and seller and nothing contained herein shall be deemed to create a partnership or agency.

## Warranty

- The Customer acknowledges that Supplier is not the manufacturer of the Hardware Goods. Supplier will pass on to the Customer such unexpired warranties it receives from the manufacturer of the Goods as are capable of transfer and Supplier's liability shall be limited to such guarantee as it may receive from the manufacturer. In particular no warranty is given in respect of the documentation or Goods or services not provided by Supplier. Supplier offers a warranty on Goods assembled by Supplier from component parts and details of such warranty will be provided on request.
- The Customer acknowledges that software products are by their nature susceptible to imperfections in operation and no warranty is given in respect thereof.
- Supplier's obligations and liabilities in respect of the Goods shall be limited to those set out expressly herein and Supplier specifically excludes but without limitation the implied conditions of satisfactory quality and fitness for any particular use or purpose. Supplier shall have no liability whatsoever in respect of any advice and/or information which may be given to the Customer by Supplier relating to Goods, configuration or otherwise.
- The Customer shall ensure that any warranty and maintenance service performed on Goods is performed by a qualified representative authorised by the manufacturer to offer warranty and maintenance on those Goods.
- Except in respect of death or personal injury of any person caused by Supplier's negligence and without prejudice to Clause 23 to 25 Supplier's liability in respect of any defects in or failure of Goods or for the loss or damage attributable thereto or to the negligence of its employees in connection with the performance of their duties hereunder, shall be limited to the making good by replacement or repair of such Goods which upon inspection by Supplier appear to be defective and in any event Supplier's maximum aggregate liability arising in respect of the supply of Goods or services shall be limited to the original VAT exclusive price for such Goods or services.

## Returns and Trade in Offers

- All Goods shall be deemed accepted unless rejected by notice in Writing to Supplier within 7 days of delivery or collection of the Goods. Any such notice shall give detailed reasons for such rejection.
- Any payment, credit or refund following return of such rejected Goods to the Customer shall only be given once the same has been received by Supplier from the manufacturer, Supplier or insurer as the case may be. A 20% restock fee will be charged for Goods returned for refund anytime after the 7 days following the original delivery or collection of the Goods by the Customer.
- Before returning any Goods which have been rejected in accordance with Clause 32 the Customer shall comply with Supplier's returns procedure and in particular but without limitation shall obtain from Supplier a designated return merchandise authorisation (RMA) number and which shall be affixed by the Customer to the packaging of the Goods to be returned in a prominent position. The issue of an RMA number is solely for administrative purposes and shall not be taken as an admission of any fault and/or liability whatsoever on the part of Supplier in relation to the Goods being returned.
- No Goods shall be returned without Supplier's prior approval and Supplier reserves the right to repair Goods rather than accept their return.
- If Supplier has agreed to accept the return of Goods other than for the purpose of carrying out any other repair or replacement, the Goods must be returned in their original packaging and in a clean resalable condition failing which Supplier will refuse to accept the same and the Customer shall remain liable for the price thereof.
- Where Goods are returned in connection with a trade-in offer from the manufacturer Supplier will accept such Goods as agent for the Customer at the Customer's risk and expense.

## Product Changes

- Supplier will use its reasonable endeavours to inform the Customer of any alterations made by the manufacturer to the specification of Goods.
- Supplier shall be entitled to substitute an alternate product of equivalent functionality at the same price or to cancel any orders for Goods that have been declared 'end of life' by the manufacturer.

## Trademarks, Patents and Copyrights

- The Customer recognises the manufacturer's ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights.
- The Customer will take no action to violate, obliterate, remove, alter, conceal or misuse any such marks, trade name or copyright notice.
- The Customer will promptly notify Supplier if it becomes aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to Supplier and/or the manufacturer in connection with any resultant proceedings.

## Software Licensing

- (a) Supplier shall grant to the Customer only such rights in connection with any Goods that are software and the copyright and other intellectual property rights relating thereto as it shall be licensed to grant pursuant to the terms upon which the owner licenses Supplier thereof. The Customer shall only be entitled to sub-licence such software to its end user customers using the standard form license supplied by Supplier. Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.  
(b) Customer may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. Customer may not decompile, reverse engineer, disassemble, or otherwise modify in any shape the operating system used to run system without the express prior written authorisation of Supplier.  
(c) Customer may not sell, rent, lease, transfer or sub licence the Software. Customer may not modify the Software or create derivative works based upon the Software.

## Severability

- If and to the extent that any provision or any part of these Conditions is deemed to be illegal void or unenforceable for any reason then such provision or part thereof (as the case may be) shall be deemed to be severed from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain in full force and effect.
- In particular, should any limitation of Supplier's liability contained in these Conditions be held to be illegal void or unenforceable under any applicable statute or rule of law it shall to that extent only be deemed severed here from, but, if Supplier thereby becomes liable for any loss or damage, such liability shall be subject to all other relevant limitations contained in these Conditions.

## Configuration

- Supplier will configure and install Goods to the specification provided by the Customer at the time of order at such rates as it notifies to the Customer from time to time.
- Supplier will use reasonable care and skill in performing such installation/configuration and will perform such services within a reasonable time.
- In the event Customer changes the specification for such installation, supplier reserves right to require payment for implementing such changes at rates notified to Customer from time to time.

## General

- All Goods are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety systems or in nuclear applications and aviation applications.
- The Customer may not assign or transfer any of its rights, duties and obligations without the written consent of Supplier.
- No variation to these Conditions shall be binding unless agreed in Writing by an authorised Director of Supplier.
- No waiver by Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

## Force Majeure

- Supplier shall not be liable to the Customer on any account whatsoever in the event that Supplier is prevented from fulfilling its obligations hereunder due in whole or in part to an event of force majeure which expression shall mean: act of God, fire, flood, storm, power failure, reduction of power supplies, mechanical failure or lack shortage of materials or stock or any circumstance beyond the reasonable control of Supplier; and Supplier or any other party or any action taken by Supplier in connection therewith or in consequence or furtherance thereof.
- In such event Supplier may at its option either suspend performance or cancel the contract in question or so much of it as remains unperformed without liability for any loss without prejudice to Supplier's rights to receive payment of the price of all Goods previously delivered.

## Law

- These conditions shall be construed according to the laws of England and the Customer and Supplier submit to the non-exclusive jurisdiction of the English Courts in connection with any dispute or proceedings arising out of any contract incorporating these Conditions.