

Terms & Conditions of Sale

Note: These conditions contain exclusion clauses

1. DEFINITIONS

In these Conditions, 'the Seller' means RightAccess Ltd, Beresford House, Coleraine, BT52 1GE (company number 13542063) whose registered office is at 20-22 Wenlock Road, London, N1 7GU; '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 2(a), '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; 'Order Acknowledgement' means the Seller's written acknowledgement of the Purchaser's order.

2. CONTRACT FORMATION

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 the goods or an Order Acknowledgement. A quotation by the Seller does not constitute an offer.

b) These Conditions comprise the only terms and conditions upon which the Seller will do business with the Purchaser and shall prevail notwithstanding any terms or 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 the Seller's list price in force at the date of the Seller's despatch less any discount the Seller may grant to the Purchaser. 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 the Goods in respect of any alleged rights to set off or counterclaims 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 (except the Channel Islands when carriage is chargeable), the price for the Goods is inclusive of the costs of standard packaging and delivery to such address, subject to the Minimum Carriage Paid Order Value at the date of the Purchaser's order.

d) Subject only to the provisions of condition 3(c) 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. All such additional costs shall be payable by the Purchaser in addition to the price for the Goods.

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 pounds sterling by the 20th day of the calendar month following the month of issue of the Seller's invoice therefore.

b) Time for payment of the price shall be of 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 judgment 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 any 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 instalment; 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. DELIVERY AND RISK

a) Any period or date for delivery stated in the Purchaser's order or the Order Acknowledgment 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 to accept late delivery or to treat late delivery as a breach of contract.

b) The Seller may at its option deliver by instalments. 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 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 5(e), 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.

d) Where the Goods are ready for delivery or collection the Seller 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.

e) 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 by the Purchaser. If the Seller elects to treat the Contract as repudiated in accordance with this Condition (f) 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 7 days of arrival at the delivery point; or

bb) in the case of total loss, non-arrival is notified by the Purchaser to the Seller in writing within 14 days after the date on which the invoice for the goods is received.

b) The Purchaser shall inspect the Goods immediately upon receipt and shall subject to condition 6(c) below be deemed to have accepted the Goods as delivered unless the Purchaser notifies the Seller within 7 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 the Seller to investigate the Purchaser's complaint.

c) The Seller's liability for any lost or defective Goods notified to it under conditions 6(a) or (b) shall in all circumstances be limited to (at the Seller's option) the repair or 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 and 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 7(c) below, be used or sold by the Purchaser in the ordinary course of its business on the basis that the proceeds of sale shall be held in trust by the Purchaser for the Seller 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 7(b) above in all contracts entered into by the Purchaser for the sale of the retained goods or any of them.

d) The Purchaser's powers of use and sale of retained goods shall terminate:-

i) forthwith on notice from the Seller;

ii) automatically upon 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 a 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) to (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 purpose 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 7(b) above:

(i) the Purchaser shall place all the retained goods in its possession or 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 any 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

a) The Seller warrants that for a period of twelve months (or other period stated in the Seller's price list) from the date of delivery or collection of the Goods, pursuant to the provisions of condition 5 (the 'Warranty Period'), the Goods will be free from material defects arising from faulty materials and workmanship, other than defects:

i) drawn to the attention of the Purchaser or which were or ought to have been discovered on inspection of the Goods by the Purchaser at the time of receipt; or

ii) appearing after any person (other than the Seller) has made any alteration or addition to the Goods; or

iii) caused or aggravated by any act or omission on the part of any person other than the Seller, including (without limitation) use or storage of the Goods in a manner contrary to any written instructions of the Seller, faulty or improper handling, installation, maintenance or repair; or

iv) fair wear and tear, accident or neglect.

b) If the Purchaser becomes aware of a defect in the Goods during the Warranty Period, the Purchaser shall, within 14 days of discovering such defect, supply the Seller with written particulars of such defect and at the Seller's sole option either return the Goods to the Seller at the Purchaser's expense and risk or permit the Seller to inspect the same at the Purchaser's premises and shall use its best endeavours to provide to the Seller all necessary access and other reasonable facilities and all information, particulars and assistance required to enable the Seller to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

c) The Seller's liability for defective Goods under the warranty contained at Condition 8(a) is limited to, at the Seller's sole option, repairing or replacing such Goods (or parts thereof) or crediting the Purchaser's account to the invoice value for such Goods (or part thereof) and the Purchaser shall accept such of the aforementioned remedies as the Seller shall proffer as being fulfilment of the Seller's obligation under such warranty.

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 the negligence (as defined in Section 1 of the Unfair Contract Terms Act 1987) of the Seller, its officers, employees, agents and/ or subcontractors or for breach of Section 12 of the Sale of Goods Act 1979.

b) SUBJECT TO THE PROVISIONS OF CONDITION 9(a) 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 CIRCUMSTANCES, 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 THE GOODS AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS WHETHER EXPRESS OR IMPLIED BY LAW IN RESPECT OF THE SUPPLY OF THE 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 howsoever 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 any 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 OR ASSEMBLED TO PURCHASER'S SPECIFICATION

a) The Seller accepts no 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 AND 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 7(d)(ii); 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.

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 UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018) 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 UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 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 this 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. NORTHERN IRISH LAW AND JURISDICTION

The Contract shall be governed and construed in all respects by Northern Irish Law and the Purchaser agrees to submit to the exclusive jurisdiction of the Northern Irish 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 unenforceable or illegal by the courts of any jurisdiction to which it is subject then 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 to each other as their respective addresses for service and shall be served upon receipt by the intended recipient at such address.