TERMS & CONDITIONS

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1. TERMS & CONDITIONS
1.1 "the Company" shall mean Tagit Ltd.
1.2 "the Purchaser" shall mean any person or organisation that buys or agrees to buy products and/or services provided by the Company.
1.3 "Company's IPRs" shall mean those Intellectual Property Rights subsisting in any materials (including but not limited to all artwork, designs, documents, specifications, confidential records, product samples, computer software and other information) created or developed by the Company in the provision of the Products to the Purchaser save that it shall not include any of the Purchaser's IPRs to the extent that such rights are incorporated into those materials developed or created by the Company
1.4 "Confidential Information" shall mean information in whatever form (including, without limitation, in written, visual or electronic form) relating to the business, products, services, affairs and finances of the Company or the Purchaser for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of that party or any of its suppliers, clients, customers, agents, distributors whether or not such information is marked confidential..
1.5 "Conditions" means the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Company.
1.4 "Delivery date" means the date specified by the Company when the products are to be delivered.
1.6 "Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
1.7 "Purchaser's IPRs" shall mean those Intellectual Property Right subsisting in any materials (including but not limited to artwork, designs, drawings, specifications or product samples) provided by the Purchaser to the Company from time to time.
1.8 "Products" mean the products or services (including any instalment of the products, part of the products or the services) which the Company is to supply to the Purchaser in accordance with these conditions.
1.9 "Price" means the price of the products excluding carriage, packing, insurance and VAT unless otherwise agreed in writing by a Director of the Company.
1.10 "Consumer" shall bear the meaning ascribed in section 12 Unfair Contract Terms Act 1977.
2. GENERAL
The acceptance of the Company's tender or quotation to supply products or services implies the acceptance by the Purchaser of these terms and conditions and no terms and conditions inconsistent with them shall form part of the contract between the Company and the Purchaser unless specifically agreed in writing by a Director of the Company.
3. VALIDITY
3.1 Unless previously withdrawn, the Company's tender or quotation shall remain open for the period stated therein or, if no period is stated, for a period of 30 (thirty) days only from the date thereof. In any event the Company's tender or quotation shall be subject to re-confirmation by the Company at the time it is accepted by the Purchaser.
3.2 Any quotation or estimate given by the Company to the Purchaser is an indication given in good faith and shall not become binding upon the Company unless subsequently confirmed by the Company to the Purchaser in writing.
4. ACCEPTANCE
4.1 If requested by the Company the Purchaser must accept the Company's tender or quotation in writing and such acceptance must be accompanied by sufficient information to enable the Company to process the Purchaser's order.
4.2 The Company reserves the right to make any changes to the specification of products or services to be provided by the Company at any time after submission of the Company's tender or quotation.
4.3 The Company also reserves the right (by giving notice to the Purchaser at any time before delivery of the products or performance of the services) to increase the price of the products or services to reflect any increase in cost, to the Company in supplying such products or performing such services which is due to any factor beyond control of the Company. (Such as (but without limitation) any foreign currency fluctuations, alteration of duties, increases in the cost of labour, materials or other costs of manufacture or service provision, any changes in delivery dates, quantities, or specifications for the products or services which are requested by the Purchaser, any delay caused by any instructions of the Purchaser or failure of the Purchaser to give adequate information or instructions).
5. LIMIT OF CONTRACT
5.1 The quantity, quality and description of any specification for the products or services to be provided by the Company shall be those set out in the Company's quotation only.
5.2 The Company's employees or agents are not authorised to make or give (and the Purchaser must not rely on) any representation or advice or recommendations concerning the products (and their use, storage and application), or the service which are not specifically confirmed in writing by a Director of the Company.
6. DRAWINGS, DESIGNS ETC
6.1 The description and illustrations of the products and services contained in the Company's catalogues, price lists and any other advertising material are intended to present a general view of the products and services provided by the Company only and do not form part of the contract between the Company and the Purchaser.
6.2 All specifications, drawings, price lists, and particulars of dimensions, weights, colours and imprints submitted with the Company's quotations or tenders are approximate only (and any typographical, clerical or other error or omission shall be subject to correction without any liability on the part of the Company).
6.3 The Purchaser shall be responsible for ensuring the accuracy of any specification or requirements for the products and/or services specified by the Purchaser.
6.4 The Purchaser shall be responsible for the products being suitable in every way for the purpose for which it intends to use the products and (except where a Director of the Company otherwise agrees in writing), no warranty condition or representation is given by the Company as to the fitness of the products for any particular purpose.
6.5 Tagit Ltd reserves the right to charge a design fee which will be refunded or discounted if the product design is ordered from Tagit Ltd.
6.6 Tagit Ltd reserves the right to charge an express design fee in the event of designs being utilized in whole or part by third parties.
7. PERFORMANCE
7.1 The Company shall not be liable for any failure by the products to attain any performance criteria quoted by the Company unless a Director of the Company has specifically guaranteed such performance criteria in writing, (which guarantee shall be subject to any tolerance specified or agreed to by the Company and subject to agreement on the amount of liquidated damages available in the event of breach of guarantee).
7.2 If the performance criteria actually attained by any products are outside any rejection limits expressly provided for in the contract between the Company and the Purchaser, the Purchaser shall be entitled to reject those products PROVIDED that before the Purchaser becomes entitled to claim liquidated damages or reject the products the Company shall be given reasonable time and opportunity to rectify or replace them.
7.3 The Purchaser shall be deemed to have accepted and assumed responsibility for the products or services, which the Purchaser has specifically stipulated, are sufficient and suitable for the Purchaser's purposes in any event.
8. LIABILITY FOR DELAY
8.1 Any date quoted for delivery of the products or performance of the services are approximate only and the Company shall not be liable for any delay in the delivery of such products or the provision of such services nor shall such a delay constitute the ground for the cancellation of the contract between the Company and the Purchaser.
8.2 The products may be delivered or the services performed by the Company in advance of the quoted delivery date subject to the Company giving reasonable notice to the Purchaser.
8.3 If the Company fails to deliver the products or perform the services for any reason other than any cause beyond the Company's control or due to the Purchaser's default, as a result of which the Company is liable to the Purchaser, the Company's liability to the Purchaser shall be limited to the excess (if any) over the price of the products and/or services to be provided by the Company of the cost to the Purchaser (in the cheapest available market) obtaining of similar products or services.
8.4 If the Purchaser fails to take delivery of the products or fails to give the Company adequate delivery instructions (without prejudice to any other right or remedy available to the Company) the Company may store such products until actual delivery and charge to the Purchaser for storage and insurance thereof or sell the products at the best price reasonably attainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for any excess over the contract price or charge the Purchaser for any shortfall below the contract price.
9. VARIATIONS
9.1 In the event of variations or suspension of work on the products and/or services upon instruction from the Purchaser (or in the absence of instructions from the Purchaser) the contract price shall be increased to cover any extra expense incurred by the Company.
10. DELIVERY
10.1 Unless otherwise agreed in writing all products are priced "ex-works" and delivery shall be made at the Company's premises.
10.2 Where the Company agrees to deliver the products otherwise than at the Company's premises the Purchaser shall be liable to pay the Company's charges for carriage, packaging and insurance.
10.3 The Purchaser shall be responsible for supplying to the Company all necessary information, final instructions and approvals to enable the Company to make delivery and the actual date of delivery shall depend on the supply of such information and instructions.
10.4 If the price for the products includes carriage, packaging and insurance the Company will replace free of charge products damaged in transit provided that the Company and the carriers receive written notification of the damage caused within three days of delivery, but not otherwise.
10.5 Where the products are to be delivered in installments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the installments in accordance with these conditions or the terms of the contract between the Company and the Purchaser or any claim by the Purchaser in respect of any one or more of the installments shall not entitle the Purchaser to treat the contract as a whole as repudiated.
11. PRICE, PAYMENT AND INTEREST
11.1 The price for the products or services shall be the price quoted by the Company. All prices quoted shall be valid for up to 30 (thirty) days only after which time they may be altered by the Company without giving notice. All prices quoted are exclusive of any applicable Value Added Tax, which the Purchaser shall pay in addition.
11.2 The price quoted by the Company for specially designed products will be based on the cost of origination, materials, labour and compliance with statutory obligations prevailing at the date of quotation and if between the date of quotation and delivery of products such costs shall increase, the Company shall be entitled to increase the contract price accordingly.
11.3 Unless other wise agreed in writing between the Company and the Purchaser all prices quoted by the Company are on an "ex-works basis" and where the Company agrees to deliver the products other than at the Company's premises, the Purchaser shall be liable to pay the Company's charges for transport, packaging and insurance.
11.4 Unless otherwise agreed in writing between a Director of the Company and the Purchaser the Company shall be entitled to invoice the Purchaser for the price of the products and/or services on or at any time after delivery of the products and/or provision of the services. If the products are to be collected by the Purchaser and the Purchaser fails to take delivery of the products, the Company shall be entitled to invoice the Purchaser thereof at any time after the Company has notified the Purchaser that the products are ready for collection.
11.5 The Purchaser shall pay the price of the products and/or services supplied without deduction by the date or dates referred to in the Company's tender or quotation (or in absence of reference thereto within 30 days of the date of the Company's invoice) whether or not delivery has taken place and whether or not ownership of the products has passed to the Purchaser. Time for payment of the price shall be of the essence of the contract.
11.6 If the Purchaser fails to make payment for the products and/or services on the due date (without prejudice to any other right or remedy available to the Company) the Company shall be entitled:-
11.6.1 to cancel the contract or suspend further deliveries to the Purchaser as it sees fit,
11.6.2 to appropriate any payment already made by the Purchaser to such of the products/services as the Company sees fit. (notwithstanding any purported appropriation by the Purchaser). And
11.6.3 to charge the Purchaser interest (both before and after any judgment) on the amount unpaid at the rate 2% over the prevailing national base rate until payment in full is made, (a part of a month being treated as a full month for the purpose of calculating interest).
12. DEFECTS AFTER DELIVERY
12.1 Except as expressly provided in these terms and conditions and except where the products are sold to persons dealing as a "consumer" all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
12.2 Any claim by the Purchaser based on any defect in the quality or condition of the products or their failure to correspond with specification shall be notified to the Company within 14 days after delivery of products to the Purchaser.
12.3 If any valid claim concerning any defect in the quality or condition of the products or their failure to correspond to specification is notified and accepted by the Company, the Company shall be entitled to replace the products free of charge or (at the Company's sole discretion) refund the Purchaser the price of the products (or a proportionate part of the price) but the Company shall have no further liability to the Purchaser.
12.4 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Purchaser in respect of any alleged representation or implied warranty, condition or other term or any duty at common law or under the express terms of the contract between the Company and the Purchaser for any consequential loss or damage (whether for loss of profit or otherwise) costs and expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Company, its employees, agents, distributors or otherwise) which arise out of or in connection with the supply of the products and/or services and the use or resale of the products by the Purchaser.
13. FORCE MAJEURE
The Company shall not be liable to the Purchaser nor be deemed to be in breach of contract by reason of any delay in performing or failure to perform any of the Company's obligations in relation to the products or the services if the delay or failure is due to any cause beyond the Company's control.
14. PROPERTY AND RISK
14.1 Risk of damage to or loss of the products shall pass to the Purchaser at the time the Company notifies the Purchaser that the products are ready for collection or the Company delivers the products to the Purchaser's premises (or if the Purchaser wrongfully fails to take delivery of the products at the time the Company delivers them).
14.2 Notwithstanding delivery and passing of risk in the products the ownership of the products shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price for the products (and all other products sold by the Company to the Purchaser for which payment is then due) and until such time as the price is paid and ownership of the products passes to the Purchaser the Purchaser shall hold the products as the Company's fiduciary agent and bailee, keeping them separate from the property of the Purchaser and third parties and properly stored protected and insured and identified as Company property.
14.3 Until the transfer of ownership the Purchaser shall be entitled to re-sell or use the products in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the products (including insurance proceeds) and shall keep all such proceeds separate from any monies or property of the Purchaser or third parties.
14.4 Until ownership passes to the Purchaser (provided the products are still in existence and have not been resold) the Company shall be entitled at any time to require the Purchaser to return the products to the Company and if the Purchaser fails to do so, the Company shall be entitled (and the Purchaser hereby irrevocably authorises the Company) to enter any premises of the Purchaser or any third party (where the products are stored) and recover possession of them.
15. CANCELLATION
No order by the Purchaser which has been accepted by the Company may be cancelled by the Purchaser, otherwise with than the agreement in writing of the Company and on terms that the Purchaser shall indemnify the Company in full against all losses (including loss of profit), costs (including costs of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation. In any event, no cancellation of any order by a Purchaser which has been accepted by the Company for the manufacture and supply of products and/or services to the Purchaser will be accepted.
16. INTELLECTUAL PROPERTY RIGHTS
16.1 The Purchaser acknowledges that the Company is the legal and beneficial owner of the Company's IPRs. Subject to Purchaser paying in full any sums due to the Company for its provision of the Products, the Company grants the Purchaser a revocable, non-exclusive, worldwide licence to use the Company's IPRs to the extent necessary for the Purchaser's exploitation of the Products. The Company is entitled to terminate the licence granted under this condition if the Purchaser is in material breach of these Conditions.
16.2 The Purchaser grants the Company a non-exclusive licence to use the Purchaser's IPRs to the extent necessary for the Company to fulfil its obligations under these Conditions and the Purchaser undertakes to defend the Company from and against any claim or action that the possession, use, development, modification of the Purchaser's IPRs infringes the Intellectual Property Rights of a third party and shall fully indemnify and hold harmless the Company from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Company as a result of or in connection with any such claim.
17. INSOLVENCY
If the Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation or an encumbrancer takes possession or a receiver is appointed of any property or assets of the Purchaser or the Purchaser ceases or threatens to cease to carry on business then the Company shall be entitled to cancel the contract and suspend any further deliveries and/or services requested by the Purchaser under the contract without liability to the Purchaser and if products have been delivered and/or services provided but have not been paid for, the price thereof shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
18. HEADINGS
The Headings of the clauses in these conditions are intended for reference only and will not affect the construction of these conditions.
19. GENERAL
19.1 Each party agrees to keep secret and not at any time to disclose to any third party without prior written consent of the other, Confidential Information belonging to the other party save that these obligations shall not extend to information;
19.1.1 which is or becomes public knowledge through no fault of either party;
19.1.2 has been properly obtained from a third party lawfully entitled to possess the information or
19.1.3 a party is required to disclose by law, court order or any governmental or regulatory authority.
19.2 The provisions of condition shall continue to apply after termination of this agreement.
19.3 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving this notice.
19.4 No waiver by the Company of any breach of the contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.
19.5 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby
19.6 Any dispute arising under or in connection with these conditions or the sale of the products or performance of the services shall be referred to arbitration by a single arbiter appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society of England and Wales.
19.7 The contract shall be governed by the laws of England.
19.8 The contract between the Company and the Purchaser shall not be assignable by the Purchaser but the Company shall be entitled to assign its obligations or appoint one or more sub-contractors to carry out all or any part of its obligations under the contract.
19.9 The Purchaser shall not solicit or entice away from the Company any employee, agent, distributor, or consultant employed or engaged by the Company
19.10 The Purchaser shall ensure that all products supplied by the Company to the Purchaser shall be at all times used properly and safely in compliance with all relevant provisions of the Health & Safety at Work Etc. Act 1974 (as varied from time to time) and any instructions concerning the use and operation of the products and will indemnify the Company as a result of any actions, claims, damages, costs and expenses incurred or suffered by the Company as a result of any injury or damage caused by the use of the products
19.11 The acceptance of the Company's quotation or tender (or any part thereof) or the acceptance of products delivered or services provided by the Company shall be deemed to be acceptance of these terms and conditions.
19.12 Where the products are supplied for export from the United Kingdom the Company shall be entitled to impose such other terms and conditions as it shall require in relation to terms for payment and/or limitation of the Company's liability hereunder as it shall determine.

ADDITIONAL DEFINITIONS AND LIABILITY PROVISIONS

Affiliated Manufacturing Partners

References to "the Company" in these Terms and Conditions shall include Tagit Ltd, its affiliated manufacturing partners, subcontractors, associated companies, agents, and any nominated production facilities involved in the manufacture, supply, invoicing, fulfilment, or delivery of the Products and Services.

Products and Services supplied under these Terms and Conditions may be manufactured, supplied, and/or invoiced by affiliated manufacturing partners acting on behalf of the Company. Such entities shall be entitled to rely upon and benefit from all protections, exclusions, limitations of liability, indemnities, and other rights contained within these Terms and Conditions as if they were the Company.

Customer Responsibility

The Customer shall be responsible for ensuring that the Products are suitable for their intended application, packing methods, transportation requirements, handling processes, and end use. Any recommendations, samples, specifications, or guidance provided by the Company are given in good faith but shall not relieve the Customer of its responsibility to conduct its own testing and approval procedures.

Where a Customer elects to waive sampling, pre-production approval, transit testing, packing trials, or any other verification process, the Customer accepts all associated risks arising from such waiver.

Artwork and Specification Approval

The Customer shall be solely responsible for verifying and approving all artwork, specifications, dimensions, constructions, materials, colours, barcodes, regulatory information, and product suitability prior to production. Approval by the Customer shall constitute acceptance of responsibility for the approved elements.

Limitation of Liability

In the event of any valid claim, the Company's liability shall be limited, at its sole discretion, to:

(a) replacement of the affected Products;
(b) repair of the affected Products where reasonably practicable; or
(c) refund of the invoice value of the affected Products.

The Company's total aggregate liability arising out of or in connection with any order, contract, product, or service shall not exceed the invoiced value of the Products or Services giving rise to the claim.

Exclusion of Consequential Loss

Under no circumstances shall the Company, its affiliated manufacturing partners, subcontractors, or associated companies be liable for any indirect, consequential, incidental, special, or economic loss whatsoever, including but not limited to:

* loss of profit;
* loss of revenue;
* loss of business opportunity;
* retailer chargebacks;
* rework costs;
* repacking costs;
* labour costs;
* recall costs;
* storage costs;
* transport costs;
* third-party claims;
* loss of goodwill; or
* any similar consequential or indirect losses.

Retailer and Third-Party Requirements

Where Products are supplied for use by or in connection with a retailer, brand owner, distributor, or other third party, the Company shall not be liable for costs, penalties, claims, or losses arising from requirements imposed by such third party unless expressly agreed in writing prior to acceptance of the order.