

## USB2U Terms and Conditions

These Terms and Conditions shall apply to the purchase of goods by you ("the Buyer") from USB2U of Unit 8, Deer Park Road, Moulton Park Industrial Estate, Northampton, NN3 6RZ, a trading name of Secure Living Ltd, a company registered in England under number 4552447 ("the Company"). No other terms and conditions shall apply to the sale of the Goods unless agreed upon in writing between the Company and the Buyer.

### 1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Buyer" means the person acting on behalf of his/her business or profession who accepts a quotation or offer of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company;

"Business Day" means any day other than a Saturday, Sunday or bank holiday in England;

"Contract" means the contract for the purchase and sale of Goods, as explained in Clause 2;

"Delivery Date" means the estimated date on which the Goods are to be delivered;

"Goods" means the goods which are to be supplied by us to you as specified in your Order (and confirmed in our Order Confirmation);

"Price" means the price payable for the Goods;

"Order" means your order for the Goods;

"Order Acknowledge" means our emailed acceptance and confirmation of your order for the Goods; and "Website" means our website, [www.usb2u.co.uk](http://www.usb2u.co.uk)

Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, fax or other means;

"these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

### 2. The Contract

2.1 These Terms and Conditions govern the sale of goods by the Company to the exclusion of any other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, and will form the basis of the Contract between us and you. Before signing off our Order Confirmation, please

ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please contact us for clarification.

2.2 A legally binding contract between the Company and the Buyer will be created upon our acceptance of your Order, indicated by our Order Acknowledgement email, in accordance with clause 4.2. Order Acknowledgement will be provided in writing. No order submitted by the Buyer shall be deemed to be

accepted by the Company unless and until confirmed in writing by an authorised representative of the Company.

2.3 We have the right to revise and amend these Terms and Conditions from time to time in order to, without limitation, reflect changes in market conditions affecting our business, changes in technology, changes in payment methods and changes in relevant laws and regulatory requirements.

### **3. Quotations**

3.1 Quotations are valid for a period of 3 working days from the date of issue unless expressly stated or

otherwise withdrawn by the Company at an earlier time.

3.2 Our quotation is based on the information provided to us at the time of preparing such quotation. Should any errors or discrepancies become evident which affect our order value we reserve the right to make any adjustments thereto.

3.3 Sales literature, price lists and other documents issued by the Company in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.

3.4 In accepting our quotation, the Buyer acknowledges that it does not rely on any other representations regarding the Goods save for those made in writing by the Company. No descriptions of the Goods shall be binding on the Company and are intended as a guide only.

3.5 Any typographical, clerical or other accidental errors or omissions on our website or in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3.6 The Goods will only be supplied in the minimum units thereof stated in the Company's website, or in multiples of those units. Orders received for quantities other than these minimum units will be adjusted accordingly.

3.7 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

### **4. Ordering & Production**

4.1 All Orders for Goods will be subject to these Terms and Conditions.

4.2 On receipt of an Order, the Company will issue an Order Confirmation, which must be signed by the Buyer before any production will commence. The Buyer must ensure all details are correct before submitting the signed Order Confirmation. The Company shall confirm acceptance of the order by way of an Order Acknowledgement email, which will form a binding contract between the Seller and Buyer.

4.3 Any artwork supplied by the Buyer will be confirmed as acceptable or otherwise by the Company. If the artwork is not acceptable, we will offer to produce the required artwork for an additional fee. Any further amendments required to the artwork will incur further costs. Any additional costs will become payable in accordance with clause 6 below.

4.4 We will not be held liable for any mistakes or faults in artwork supplied by us or the Buyer, including but not limited to spelling mistakes.

4.5 An order will not proceed to production until a visual proof has been signed off by the Buyer.

4.6 Due to the variety of materials and the branding processes used, we cannot guarantee to exactly match pantone/colour references provided by the Buyer for products that are manufactured and/or branded. Whilst every effort is made to match as closely as possible to these pantone/colour references, we cannot be held liable for inconsistencies or for any loss or further costs that may arise as a result.

### **5. Price**

5.1 The price of the Goods shall be as set out in the Company's quotation.

5.2 If the cost of the Goods to the Company increases due to any factor beyond the Company's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, the Company reserves the right to increase the Price prior to delivery.

5.3 Any increase in the Price under sub-Clause 5.2 shall only take place upon the Company informing the Buyer of the increase in writing.

5.4 The Price is exclusive of fees for packaging and transportation / delivery unless otherwise stated in the quotation. Where the delivery price is stated in the quotation, this shall be valid for 3 working days from the date of issue and shall only apply to a single delivery to the address as stated in the quotation.

5.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5.6 At times, the Company may offer a price match scheme whereby the Company will endeavour to match the price of Goods of a similar nature. This offer excludes special offers or discounts from other companies. The alternative Goods will first be investigated by the Company and the price match may then be offered at the discretion of the Company

## **6. Payment**

6.1 All payments for Goods must be made in advance, or a maximum of 30 days from the date of the Order Confirmation, whichever is the sooner, and received in cleared funds (without any deduction, retention or set off) before we can despatch the Goods to you. We accept payment by credit/debit card, cheque or bank transfer. If you elect to pay by Corporate credit card we reserve the right to charge your account with a two per cent (2%) processing charge for each transaction.

6.2 In the event a cheque or card payment is returned as rejected by the processor, we reserve the right

to charge an administration fee and pass on any additional costs incurred by us.

6.3 At our sole discretion, we may offer to invoice you for the Price of the Goods on or at any time after the order is accepted. In this event, the Buyer shall pay the Price of the Goods (without any deduction, retention or set off) strictly within 30 days of the date of the Company's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Company. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the Price shall

be of the essence of the Contract.

6.4 If at any time the Company is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event all further orders made shall become payable in advance in accordance with clause 6.1 above until otherwise advised in writing.

6.5 If you do not make payment to us by the due date, we may suspend any further deliveries to you and charge you interest on the overdue sum at the rate of 8% per annum above the base lending rate of the Bank of England from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. We will not charge interest if you have promptly contacted us to dispute an

invoice in good faith. No interest will accrue while such a dispute is on-going.

## **7. Delivery**

7.1 When production commences, we will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond our control. The delivery date is not of the essence of the contract.

7.2 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order.

7.3 If for any reason we are unable to deliver the Goods at your chosen delivery address, we will leave a note informing you that the Goods have been returned to our premises, requesting that you contact us to arrange re-delivery. The re-delivery will be chargeable and we may also, at our discretion, charge for restocking and administration costs.

7.4 Any Goods ordered for delivery outside of the UK may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. We have no control over these charges and cannot predict their amount. Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined and we will not be liable for any breach by you of any such laws.

## **8. Title, Risk & Storage**

8.1 The responsibility (also referred to as the "risk") for the Goods remains with us until they have been delivered, at which point it will pass to you. This applies equally to part-deliveries and multiple Orders. 8.2 We retain title in the Goods (ownership) until we have received payment in full in cleared funds for them. Until payment has been made to the Company in accordance with these Terms and Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Products as bailee for the Company and the Buyer shall store such Goods separately from any other property or materials

belonging to the Buyer or any third party.

8.3 The Company reserves the right to repossess any Goods in which the Company retains title without notice. The Buyer irrevocably authorises the Company to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Company retains title.

8.4 If any Goods are stored on behalf of the Buyer for any reason, including as a result of a failed or aborted delivery, or where we are delayed by the Buyer for any reason, including delays in artwork or

data provision or approvals, the storage will be chargeable and unless the Goods have already been paid for in full, we will automatically issue an invoice for any outstanding sum for the Goods after 14 days from the date of storage, which must be paid in accordance with clause 6.

### **9. Inspection/Shortage**

9.1 The Buyer is under a duty to inspect the Goods on delivery.

9.2 Where the Goods cannot be examined, the delivery note or such other note as appropriate shall be marked "not examined".

9.3 The Company shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 9 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Company within 24 hours of delivery detailing the alleged damage or shortage in accordance with clause 10 below.

### **10>Returns and Refunds**

10.1 If the Goods are damaged or defective, the Buyer shall have the right to return them to the Company to allow the Company to inspect the Goods as soon as reasonably possible. In this event, the Buyer shall bear the cost of delivery to the Company. If the Goods are found to be damaged or defective upon inspection by the Company, the Company shall provide the necessary replacement(s) and shall refund the cost of delivery to the Buyer.

10.2 All Goods must be returned to us under this Clause 10 in their original condition, in their original packaging, accompanied by proof of purchase.

10.3 Replacements shall be issued to the Buyer only upon the receipt of the Goods by the Company in accordance with this Clause 10. Refunds will not be offered in any circumstances.

### **11. Cancellations**

11.1 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company. Should the company agree to the cancellation it will on the terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, restocking, charges and expenses incurred by the Company as a result of such cancellation.

11.2 We may cancel your Order at any time before we despatch the Goods if Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued), if the Buyer goes into administration, becomes insolvent or bankrupt or we reasonably believe this is about to occur, or an event occurs outside of our control (please see Clause 15 for events outside of our control).

11.3 If we cancel your Order and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 7 business days.

11.4 If we cancel your Order, the cancellation will be confirmed by us in writing.

### **12. Assignment**

12.1 The Company may assign the Contract or any part of it to any person, firm or company without the prior consent of the Buyer.

12.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

### **13. Guarantee**

13.1 We guarantee that for a period of 10 years from the date of delivery, the Goods will be free from material defects caused by the faulty design, materials or workmanship of the Company. The Buyer must notify the Seller in writing immediately upon any such defect becoming apparent. This guarantee is subject to the exceptions listed in sub-Clause 13.2.

13.2 Our guarantee does not apply to any defects in the Goods caused by:

- a. Normal wear and tear;
- b. Deliberate damage and/or misuse of the Goods;
- c. Accidental damage;
- d. Use of the Goods in an unsuitable environment;
- e. Failure to use the Goods in accordance with our instructions; or
- f. The alteration or repair of the Goods by you or any third party that is not authorised by us.

13.3 Should the conditions of this clause 13 be met in full, the Seller shall repair, or at its sole discretion, replace defective Goods free of charge.

## **14. Our Liability**

14.1 The Company shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to improper conditions, failure to follow the Company's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Company's prior approval, or any other breach of these conditions or act or omission on the part of the Buyer, its employees or agents or any third party.

14.2 Subject to these Terms and Conditions and except where the Buyer is purchasing the Goods as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14.3 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms and Conditions, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with

the supply of the Goods or their use or resale by the Buyer.

14.4 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Company or any competent governmental or regulatory authority and the Buyer will indemnify the Company against any liability loss or damage which the Company might suffer as a result of the Buyer's failure to comply with this condition.

## **15. Events Outside of Our Control (Force Majeure)**

15.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: inability to obtain material and/or labour, delays at customs, courier delays, machinery breakdown, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

15.2 If any event described under this Clause 15 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:

- a. We will inform you as soon as is reasonably possible;
- b. Our obligations under these Terms and Conditions will be suspended and any time limits that we are bound by will be extended accordingly;
- c. We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Goods as necessary.

15.3 If the event outside of our control continues for more than 6 months, we will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible.

## **16. Licencing & Data Transfer**

16.1 By entering into this Contract you acknowledge the fact that you are granting us a non-exclusive licence to use your branding, logo or trade mark for the purpose of customisation of the Goods and their associated packaging.

16.2 Where the Buyer has requested us to transfer data onto the Goods, we shall not be liable for the content or the quality of such data or the quality or effectiveness of its transfer.

16.3 The Buyer warrants that any data given by them to the Company, including any data belonging to a third party, shall not cause the Company to infringe any law, letter patent, copyright, intellectual property right, licence, registered design or trade mark in the execution of this Contract and shall indemnify them against all loss, damages, costs and expenses awarded against or incurred by them in settlement of any such claim which results from our use of the Buyer's data or any third party data supplied by the Buyer.

## **17. Communications**

17.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party). Notices shall be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

17.2 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

## **18. How We Use Your Personal Information (Data Protection)**

18.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and GDPR and your rights under those Acts.

18.2 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 2018 and GDPR and should use and hold your personal information accordingly

## **19. Consumer Rights**

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a consumer, where applicable.

## **20. Third Party Rights**

The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

## **21. Severance**

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

## **22. Waiver**

No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

## **23. Governing Law and Jurisdiction**

This Contract shall in all respects be subject to and construed in accordance with the laws of England and Wales. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the courts of England and Wales.