



Terms and Conditions of Sale

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DEFINITIONS

Customer: Means any person, firm, body corporate, or otherwise, that orders products or services from Unicard

Contract: The contract between Unicard and the customer for the sale of the products and/or the provision of the services that incorporates these Terms

Group: In relation to a company, that company and each subsidiary or holding company of that company, and any associated company

Intellectual Property: Means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property

Order: The order made by the customer as set out in the customer's purchase order, or other written acceptance of the quotation or proposal

Price: The price for each product or service shall be that detailed in the quotation or proposal

Products: Those products to be supplied by Unicard to the customer as set out in the quotation, proposal or order

Proposal: An offer by Unicard in response to customer requirements

Purpose: Services and goods supplied for the purpose of progressing the Customer's aims

Specification: Any specification for products and services that is agreed in writing by the customer and Unicard

Terms: The terms and conditions set out in this document as amended from time to time

Quotation: The quotation provided by Unicard for the supply of the Products and/or the Services

Services: The services provided by Unicard as set out in the Quotation

TERMS

General

All quotations and proposals are based on information relating to the requirements provided by the customer to Unicard.

Unicard reserves the right to amend any quotation or proposal in the event of changes to specifications or other requirements relating to the proposed project that may be discovered by Unicard or requested by Customer. Any additional charges resulting will be agreed with the customer.

Any quotation or proposal provided by Unicard shall remain valid for a period of 30 days from the date stated on it.

Any quotation or proposal constitutes an offer to negotiate in good faith in order to establish a definitive agreement based on Unicard's existing agreements with the customer and the standard terms and conditions of Unicard, or its affiliates, for licensing software, maintenance and other applicable services.

An order made by a customer constitutes an offer by the customer to purchase the products and/or services in accordance with these Terms. The customer is responsible for ensuring that the terms of the

order and any applicable specification that may be sent by the customer from time to time are complete and accurate.

An order shall only be deemed to be accepted when Unicard issues a written acceptance of the order, at which point the contract shall come into existence.

Any examples of reports, documents, or other publications created by Unicard, and any illustrations contained in Unicard's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products.

These Terms apply to the quotation or proposal to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Neither party shall be liable for any failure or delay in performing its obligations to the extent that such failure or delay is caused by a "Force Majeure Event". A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

Any dispute or claim arising shall be governed by, and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising (including non-contractual disputes or claims).

Prices and Payment

All rates, fees and other costs provided as part of this proposal are valid for thirty (30) days from the date of this proposal and are subject to Unicard receiving a Purchase Order no later than thirty (30) days from the date of this proposal.

Unicard prices are charged and paid for in Pounds Sterling (£).

All costs provided in this document represent the net amounts to be received by Unicard and do not include any current or future customs duties or taxes, including, but not limited to, sales tax, withholding taxes, VAT and any other taxes which may apply.

Travel and subsistence expenses are not included unless specified. Unicard will make every attempt to minimise staff travel. However, should a resource be required to travel, Customer will be responsible for actual and reasonable travel and subsistence expenses. All significant travel and subsistence costs will be pre-approved by Customer.

The Price for each Product or Service shall be that detailed in the quotation or proposal and is available from Unicard upon request.

Should Unicard deem it appropriate, the price for the creation of the products or the performance of the services shall be determined on a time and materials basis and subject to a minimum charge, which is typically a 4-hour period (i.e. a half day rate). In these circumstances the quotation or proposal will include the applicable rate which will be chargeable to the customer, and the price determined in accordance with the time actually spent by Unicard in fulfilling the contract

Unicard reserves the right to increase the Price in circumstances where it (acting reasonably) believes that it is justified, for example due to an amended Specification or brief. Any variation in the Price will be communicated to the Customer in writing.

Unicard reserves the right to increase any ongoing fees each year in line with inflation. This will be calculated as the current measure of CPI on the anniversary date of the contract, plus 3%.

Unicard shall be entitled to raise an invoice at any time during the duration of a contract. Invoices are payable, without deduction or set-off, within 30 days of the date stated on the invoice.

Invoices are payable by electronic funds transfers in the currency stated on the invoice.

Quotations and proposals may include, where applicable, a price for travel expenses. Should a meeting be cancelled by the Customer, then the Customer shall be responsible on a full indemnity basis for all liabilities that Unicard incurs as a result of cancelling and/or rearranging any travel arrangements that have been arranged by or for it.

The Customer agrees and understands that, should the price include a sum to retain the services of Unicard for a certain period then this is not refundable.

Products and Services

The products and services to be provided by Unicard are those set out in the quotation or proposal. Unicard warrants that the services will be performed with reasonable care and skill.

Unless otherwise specified, all training is provided by Unicard personnel. Training costs may vary in accordance with the actual number of trainees and the actual number of courses. Definitive training requirements will be defined during the project discovery phase.

Unicard shall endeavour to meet any agreed delivery or performance dates that may be specified in the order, however such dates are estimates only and time shall not be of the essence for the performance of the contract.

Any report created by Unicard may also be provided in electronic format via email, flashdrive, download, on Unicard's digital platform or other means agreed between Unicard and the Customer from time to time.

Title to the products shall remain with Unicard until Unicard has been paid in full for the products and all and every product or services that it had delivered to the customer whether under the contract or otherwise.

Intellectual Property and Non-Disclosure

Information provided by Unicard for any quote or proposal, which includes but is not limited to pricing, configurations, technical literature and specifications, constitutes Unicard trade secrets and is confidential and proprietary to Unicard, its affiliates and suppliers.

Every right in the Intellectual Property in the products or any other document provided to the customer by Unicard shall belong to Unicard, or be licensed to it.

In providing the products and/or services, Unicard may use materials in which the rights in the

Intellectual Property belong to a third party. As such Unicard is responsible for obtaining the right to use such material before it is incorporated into the products or forms part of the services.

Unicard licences the rights in the Intellectual Property in the products to the customer to the extent necessary for it to make use of the products and/or services.

The customer acknowledges and agrees that it shall be prohibited from disclosing any product to any third party except as permitted by Unicard in writing, or by these Terms.

Unicard reserves the right to add the customer's name and logo to its list of published customers on its website and promotional material, unless instructed otherwise.

The Customer shall indemnify and keep fully indemnified Unicard at all times from for and against all liabilities, costs, expenses, damages, and damages (including any direct or indirect consequential losses, loss of profits,) and all interest, and penalties suffered by or incurred by Unicard arising from any breach of contract by the Customer.

Limitation of Liability

Except as expressly set out in these Terms, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from the quotation or proposal.