

TERMS AND CONDITIONS OF SALE

Signopticom Ltd (Trading as Bloomice Global Communication Hardware)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

"Company" means Signopticom Ltd trading as Bloomice Global Communication Hardware.

"Customer" means any person, firm or company purchasing Goods or Services from the Company.

"Goods" means equipment, products, software, firmware, components or materials supplied by the Company.

"Services" means any services supplied by the Company including design assistance, configuration, testing, consultancy, integration support or technical advice.

"Contract" means any agreement between the Company and the Customer for the supply of Goods or Services incorporating these Terms.

"Incoterms" means Incoterms® 2020 issued by the International Chamber of Commerce.

1.2 These Terms apply to all Contracts and prevail over any Customer terms unless expressly agreed in writing by a Company director.

1.3 Acceptance of quotation, delivery, payment or placing an Order constitutes acceptance of these Terms.

2. FORMATION OF CONTRACT

2.1 All quotations are invitations to treat and may be withdrawn or amended at any time.

2.2 A Contract shall only arise when the Company:

Issues written acceptance of an Order, or

Dispatches Goods, or
Commences Services.

2.3 The Company reserves the right to refuse any Order.

2.4 Products identified as customised, special order, non-standard or Non-Cancellable Non-Returnable ("NCNR") are binding upon order and may not be cancelled or amended without Company consent.

3. PRICE

3.1 Prices are those stated in Company quotations or acknowledgements.

3.2 Unless otherwise stated, prices:

Exclude VAT

Exclude freight, insurance, duties and taxes

May be adjusted due to supplier or exchange rate variations prior to dispatch.

3.3 The Customer is responsible for all applicable taxes, duties and regulatory charges.

4. PAYMENT TERMS

4.1 Payment is due within 30 days from invoice date unless otherwise agreed.

4.2 The Company may:

Withdraw credit facilities

Require advance payment

Suspend deliveries

Cancel Contracts

where reasonable concerns exist regarding Customer creditworthiness.

4.3 The Company may charge interest on overdue amounts at:

8% above Bank of England base rate, OR

The statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998

(whichever is higher).

4.4 The Customer shall indemnify the Company for reasonable debt recovery costs and legal fees.

5. DELIVERY, RISK AND TITLE

5.1 Delivery shall be EXW Company premises (Incoterms® 2020) unless otherwise agreed in writing.

5.2 Delivery dates are estimates only.

5.3 Time of delivery is not of the essence.

5.4 The Company shall not be liable for delivery delays.

5.5 Risk in Goods passes in accordance with applicable Incoterms.

5.6 Title to Goods shall not pass until full payment has been received for:

The Goods supplied, and

All monies owed by the Customer to the Company.

5.7 Until title passes, the Customer shall:

Store Goods separately

Maintain Goods in good condition

Permit Company access to recover Goods upon default.

6. INSPECTION AND ACCEPTANCE

6.1 The Customer shall inspect Goods within 7 working days of delivery.

6.2 The Customer must notify the Company in writing of any:

Damage

Shortage

Visible defect

within this period.

6.3 Failure to notify constitutes acceptance of the Goods.

7. WARRANTY

7.1 The Company warrants that Goods shall:

Materially conform to agreed specifications

Be of satisfactory quality as required by UK law

for 24 months from delivery.

7.2 Services shall be performed with reasonable care and skill.

7.3 The Company does not warrant suitability of Goods for any specific application unless expressly agreed in writing.

7.4 The Customer shall be responsible for confirming compatibility, regulatory compliance and fitness for intended use.

8. WARRANTY REMEDIES

8.1 If Goods are proven defective within warranty period, the Company shall at its sole option:

Repair

Replace

Refund purchase price

8.2 These remedies constitute the Customer's exclusive remedy.

8.3 Returned Goods must:

Be authorised via RMA

Be returned carriage paid

Be unmodified and properly stored.

9. LIMITATION OF LIABILITY

9.1 Non-Excludable Liability

Nothing in these Terms shall exclude or limit liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability which cannot legally be excluded.

9.2 Excluded Losses

Subject to Clause 9.1, the Company shall not be liable for:

- Loss of profit
- Loss of revenue
- Loss of business
- Loss of production
- Loss of data
- Loss of contracts
- Loss of goodwill or reputation
- System downtime
- Increased operating costs
- Any indirect, incidental or consequential loss.

9.3 Liability Cap

Subject to Clause 9.1, the Company's total aggregate liability arising out of or connected with any Contract shall not exceed:

The greater of:

- a) The price paid for the Goods or Services giving rise to the claim; OR
- b) £50,000.

9.4 Component Supply Acknowledgement

The Customer acknowledges that Goods are components used within wider systems and that system design, integration, installation, maintenance and performance remain the sole responsibility of the Customer or system integrator.

10. TECHNICAL ADVICE AND PROFESSIONAL SERVICES DISCLAIMER

10.1 Any technical assistance, design support, recommendation, modelling or specification guidance provided by the Company is supplied for general guidance only.

10.2 Such assistance shall not constitute engineering design services, system

design services, consultancy services or professional advisory services.

10.3 The Customer accepts full responsibility for validation, testing and system integration.

11. SYSTEM PERFORMANCE DISCLAIMER

11.1 The Company does not warrant:

- Network performance
- RF signal propagation
- System uptime
- Data throughput
- Coverage levels
- Regulatory compliance within installed environments.

11.2 Environmental conditions, installation methods and system configuration are outside Company control.

12. PRODUCT USE RESTRICTIONS

12.1 Goods are not authorised for use in:

- Life support systems
- Safety critical applications
- Nuclear or defence systems
- Applications where failure may cause injury or catastrophic loss

unless expressly approved in writing by the Company.

12.2 Use in such applications shall be entirely at Customer risk.

13. RETURNS AND RMAs

13.1 Returns require prior written authorisation.

13.2 non-defective returns may be refused or subject to restocking charges.

13.3 NCNR Goods are not returnable.

14. FORCE MAJEURE

The Company shall not be liable for delay or failure caused by events beyond reasonable control including:

- Supply chain disruption
- Cyber-attack or IT failure
- Pandemic or epidemic
- Government or regulatory action
- Transport disruption
- Labour disputes
- Material shortages
- Natural disasters.

15. EXPORT CONTROL AND SANCTIONS

15.1 The Customer shall comply with all export, sanctions and trade control laws.

15.2 The Customer shall obtain all necessary licences and approvals.

15.3 Goods shall not be used for prohibited military or weapons purposes.

16. INTELLECTUAL PROPERTY

16.1 All intellectual property remains the property of the Company or its licensors.

16.2 No rights are granted except for use of Goods supplied.

17. CONFIDENTIALITY

The Customer shall keep confidential all technical, commercial and proprietary information provided by the Company.

18. ENTIRE AGREEMENT AND NON-RELIANCE

18.1 This Contract constitutes the entire agreement between the parties.

18.2 The Customer confirms it has not relied upon any statement, representation or warranty not expressly contained within this Contract.

18.3 The Customer agrees it shall have no remedy for any misrepresentation except for fraudulent misrepresentation.

19. TERMINATION

The Company may suspend or terminate supply if the Customer:

- Fails to pay invoices
- Becomes insolvent
- Commits material breach.

20. GENERAL

20.1 The Customer may not assign or transfer rights without Company consent.

20.2 Failure to enforce any provision shall not constitute waiver.

20.3 If any provision is unenforceable, remaining provisions remain valid.

21. GOVERNING LAW AND JURISDICTION

21.1 This Contract shall be governed by the laws of England and Wales.

21.2 The courts of England and Wales shall have exclusive jurisdiction.

21.3 The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

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