

REDWEB TECHNOLOGIES LTD
TERMS AND CONDITIONS FOR REDDNA
PRODUCTS AND SERVICES

1. ABOUT US

RedWeb Technologies Ltd is a company incorporated and registered in England and Wales (company registration number: 06997431) whose registered office address is at 1G Network Point, Range Road, Windrush Park, Witney, Oxfordshire OX29 0YN („RedWeb“). Our trading address is: Borman, Lichfield Road Estate Tamworth Staffordshire B79 8BU. Our VAT number is: 981324221.

2. SCOPE

All orders placed with RedWeb for products which include DNA technology or are for use in conjunction with products using this technology are subject to the terms and conditions following („Terms“). **The following is a non-exhaustive list of products covered by these terms: RedWeb Sentry 5, RedWeb Box, RedWeb RedDNA (High Pressure), RedWeb RedDNA (Medium Pressure), Grease Spray, Water Canisters, Cleaning fluid canisters, Grease Spray, Offender ID, Grease Tubs. These Terms also apply to the provision of installation services for static units.**

These terms are applicable to sales to end users and re-sellers (referred to below as “distributors”). No substitution of these Terms and no variation or addition to them, shall be effective unless specifically and expressly approved by a director of RedWeb in writing.

3. HOW TO ORDER

You can place an order for RedWeb DNA products by telephone or post. Please contact us on 01827 60082 for more information.

No contracts shall come into existence on these Terms until such time as an order has been acknowledged by RedWeb.

4. DESCRIPTION

The products ordered will comply with the technical description in relation to those products given in RedWeb’s current brochure (i.e. as to the manner of operation, technology used and approximate dimensions, volumes and weight). All other descriptions, whether written or pictorial, provided by RedWeb or the Customer do not form part of the contractual description of the goods.

5. PRICE AND PAYMENT

The price payable shall be in accordance with RedWeb’s quotation, provided that the order is placed within 16 weeks of the date of the quote. Otherwise, the price shall be in accordance with RedWeb’s current price list.

Unless agreed otherwise, the full purchase price shall be payable immediately upon the Customer’s order being accepted, which shall be prior to delivery being made. If the price is not paid on the due date, RedWeb may cancel the Customer’s order. Time shall be of the essence of the Customer’s obligation to pay the purchase price.

RedWeb may terminate an order which has been acknowledged (but against which full delivery has not been made) in the event that an administrator (or administrative receiver) is appointed in respect of the Customer, a winding up petition is presented in respect of the Customer, the Customer enters into any form of arrangement with its creditors or ceases or threatens to cease to carry on business. This is without prejudice to RedWeb’s other rights of termination under the general law.

All prices are exclusive of VAT and delivery charges unless stated otherwise.

6. DELIVERY AND INSTALLATION

RedWeb will make every effort to effect installation of Sentry devices where installation is part of the order within 6 weeks of accepting the Customer’s order, or within such other timescale as may be agreed between RedWeb and the Customer.

Delivery of products not requiring installation (or which will not be installed by RedWeb) shall be made within 6 weeks or such other time as shall have been agreed between RedWeb and the Customer. Delivery shall take place at RedWeb’s premises unless the Customer has paid RedWeb for carriage, in which case delivery shall take place at the Customer’s address as stated in the order (or such other address as shall have been agreed upon by the parties).

The Customer’s sole remedy in the event of delay shall be to cancel the order (where this is permitted under Section 13). RedWeb shall not be liable for any loss or damage incurred by the Customer as a result of the delay. Time shall not be of the essence in relation to delivery.

Delivery may be made in instalments unless agreed otherwise. Each delivery shall be treated as a separate contract for the purposes of passing of risk and product rejection.

7. TITLE AND RISK IN GOODS AND EQUIPMENT

(Subject to the next paragraph) risk passes from RedWeb to the Customer on delivery. Title in, and beneficial ownership of, goods and equipment shall remain in RedWeb notwithstanding delivery or installation until the Customer has paid (i) the full price for such goods and equipment; and (ii) all other sums whatsoever due to RedWeb. The Customer grants RedWeb the right to enter premises at which goods are stored, or may be stored, for the purpose of repossessing them in accordance with this clause. If the Customer wrongly refuses to accept delivery, RedWeb may store the goods for such period as it determines to be appropriate, at the Buyer’s expense, prior to completing delivery. Any period of storage shall be without prejudice to RedWeb’s right to treat the contract as having been repudiated by the Customer. In the circumstances to which this paragraph applies, risk shall pass to the Customer from close of business (5pm) on the last day on which RedWeb could have made delivery in accordance with these Terms.

8. FORCE MAJEURE

No failure or omission by RedWeb to carry out or observe any of the provisions of these Terms shall give rise to any liability on the part of RedWeb or be deemed to be a breach of contract if such failure or omission directly or indirectly arises from circumstances beyond its control including acts of God, fire accident, strike, lockout, civil disturbances or labour dispute, acts order or regulations of Government or shortage of materials or fuel, or form any cause whether or not of same nature of the foregoing beyond the control of RedWeb.

9. WARRANTY

(1) Subject as provided below, RedWeb warrants that goods supplied shall be free from defects in workmanship or materials and reasonably fit for the purpose for which they were designed from the date of delivery for a period of 12 months, but RedWeb’s sole liability under such warranty shall be limited to replacing or repairing the goods which RedWeb accepts as having being defective in materials or workmanship. (2) RedWeb shall incur no liability under this warranty - (a) unless it is promptly notified in writing upon discovery of any defects by the Customer and such notification is received within the 12-month warranty period.

(b) for any equipment in which the alleged defect is found on examination to have been caused in whole or in part by misuse (including without limit use otherwise than in accordance with the instructions provided with the goods), neglect, overload or any alteration or attempt to remedy any alleged defect by anyone other than an authorised representative of RedWeb.

(c) until the full price has been paid to RedWeb (d) in connection with limitations in the performance of products which are identified in these Terms. Distributors shall be liable to reimburse RedWeb for the time spent by its engineers (at the rate of £100 plus VAT per hour) investigating any warranty claim in relation to a Sentry device which has been notified to RedWeb, where the fault resulted from the distributor’s failure to install the device in accordance with RedWeb’s recommendations. The benefit of this warranty is limited to RedWeb’s Customer. It is not enforceable by an end user other than the Customer

10. INSTALLATION

Where the Customer is provided with installation services by RedWeb in relation to Sentry, these shall be provided with reasonable care and skill. The cost of making good any damage to brickwork, plasterwork, rendering or similar finish to any decorations, painting, woodwork or furniture caused by the installation or by any work carried out for that purpose is not included within the service. The Customer shall be responsible for ensuring that RedWeb’s engineers have a safe working environment in which to effect all installations.

11. PRODUCT CUSTOMISATION AND CREATION

Where RedWeb accepts an order for products outside of its existing product-base, the contract shall be for the sale of the finished goods. RedWeb shall be entitled to terminate an order for new/customised products at any time, without liability to the Customer, if the development and manufacture cannot be completed to a satisfactory level within the timescale which has been agreed.

RedWeb shall not be liable under the warranty in section 9 of these Terms or otherwise in relation to loss or damage arising from limitations in the performance of new/customised products which were notified to the Customer prior to acceptance of the Customer’s order. In addition, prior to the delivery or installation of the first batch of customised products, RedWeb may advise the Customer of limitations (or expected limitations) in the performance of the new/customised products. On receipt of this notice, the Customer shall be entitled to terminate its order without liability to RedWeb provided termination is effected by written notice within 14 days. Where the Customer continues with the contract, RedWeb shall not be liable under the warranty in section 9 of these Terms or otherwise in connection with loss or damage arising from the limitations in the new/customised products so notified to the Customer.

The Customer shall not own any intellectual property rights or rights in confidence or have any claim to exclusivity of supply in connection with any new/customised products and RedWeb shall be free to market those products to other customers.

12. DNA DATABASE

All products containing RedDNA technology require to be registered by the Customer at www.redwebsecurity.com on each occasion on which a new container of marking material is loaded into the security device.

RedWeb will use its reasonable endeavours to maintain DNA records in its database for 3 years from the date of sale of each container of marking material. However, RedWeb shall not be liable to the Customer in connection with any loss, corruption or unavailability of data in the DNA database.

13. CANCELLATION BY CUSTOMER

The Customer may not terminate a contract on these Terms unless this is due to: (1) material non-compliance of goods with description; (2) failure to make delivery/installation on time; (3) material defect in the quality of the goods or material lack of fitness for purpose; or (4) unsuccessful installation by RedWeb AND 14 days (21 in the case of unsuccessful installations) written notice of the problem has been given to RedWeb (commencing on the date of actual receipt of the notice) during which time the Customer has given RedWeb all reasonable opportunities to rectify the breach, and the breach has not been rectified.

Where delivery is made by instalment, each delivery or installation shall be severable. Problems with an individual delivery shall entitle that Customer to cancel that part of its order (provided the provision of the previous paragraph apply) which relates to that delivery, but not the order as a whole.

All other rights of termination which the Customer might otherwise have under the general law are expressly excluded. Where the Customer terminates a contract (or part of a contract), RedWeb shall not be liable for any damages in connection with losses incurred by the Customer (other than to refund any part of the purchase price which has been paid) and termination shall be the Customer's sole remedy. Notwithstanding any other provision in these Terms, no contract on these Terms may be terminated in whole or in part where the breach complained of relates to goods which have been accepted. All goods shall be deemed to have been accepted no later than 30 days after delivery has occurred, unless the contract has been terminated in relation to those goods prior to the expiry of that time. Additional termination rights are contained in section 11 above.

14. ASSIGNMENT

No contract entered into on these Terms shall be capable of assignment by the Customer, without RedWeb's express written consent.

15. GENERAL

The construction validity and performance of any contract made on these Terms shall be governed by English law and all disputes under or in c If any provision of these Terms is found by a court of competent jurisdiction to be unenforceable, the remaining provisions shall continue in full force and effect as though the unenforceable clause(s) had not been included within the Terms.

Any concession, latitude or waiver allowed by RedWeb on any occasion shall apply to that occasion only and shall not prevent the full exercise by RedWeb of such rights on any subsequent occasions.

Contracts on these Terms are contracts for the sale goods. These Terms do not contain any express or implied licence of intellectual property rights to the Customer.

16. THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING: -

Notwithstanding any other provisions in these Terms:-

General

(1) RedWeb accepts no liability in connection with any losses incurred by the Customer as a result of the Customer failing to follow the instructions provided with a security device.

(2) Without prejudice to the other exclusions and limitations in these Terms, RedWeb's liability in connection with any order (whether arising in contract, tort (including without limit negligence) or otherwise) shall not in any circumstances exceed the purchase price of the goods or services ordered. The Customer agrees that it shall not in any circumstances bring proceedings in tort (or otherwise) directly against any employee or officer of RedWeb .

(3) In order to comply with the high standards of forensic integrity required by the prosecuting authorities, it is strongly recommended that each canister of DNA marking material is renewed 24 months after registration.

(4) Notwithstanding any other provision of these Terms, RedWeb shall not be liable (whether in contract, tort (including without limit negligence) or otherwise) for any failure to secure a positive DNA analysis result following the activation of a security device.

(5) All warranties which would otherwise be implied into these Terms (including without limit as to quality and fitness for purpose of goods or services) are hereby expressly excluded. The Customer's sole remedy in connection with such matters in relation to goods supplied shall be in accordance with the warranty at section 9 of these Terms.

(6) Nothing in these Terms excludes or limits RedWeb's liability for personal injury or fraud.

(7) Whilst every care is taken to ensure that information given in catalogues, corresponding quotations or other documents is accurate, no responsibility is accepted for any errors which may occur therein and such documents do not constitute part of the Customer's contract with RedWeb (save in relation to the technical description, as provided by section 3). In addition, RedWeb shall not be liable for any losses caused by inaccurate information or recommendations which have been provided to the Customer without cost in anticipation of an order which have been provided in good faith.

(8) RedWeb accepts no liability (whether arising in contract, tort (including without limit negligence) or otherwise) for consequential losses (including without limit loss of profits, goodwill, business or loss or damage to property) arising from any goods or services supplied by RedWeb.

(9) Special limitations of liability apply to new and customised products. The Customer is referred to Section 11 of these Terms.

(10) The Customer is referred to the limitations in section 12 of these Terms in relation to the DNA database.

Sentry

The following additional clauses apply to the sentry device:

(1) Whilst all reasonable care is taken in the design and manufacture of our Sentry product and in all installations carried out by us, no security device or system is infallible. RedWeb provides no guarantee that unlawful entry will not be effected at premises protected by Sentry and accepts no liability (whether arising in contract, tort (including without limit negligence) or otherwise) for any consequential losses (including without limit loss of profits and physical damage to, or loss of, property) incurred by the Customer as a result of burglary, arson or criminal damage at premises protected by Sentry, including without limit in circumstances in which one or more of the Sentry units has failed to perform due to defect in design, manufacture, components, materials or installation.

(2) RedWeb is not responsible for any consequential losses (including without limit loss of profit or goodwill) incurred by distributors (whether arising in contract, tort (including without limit negligence) or otherwise) as a result of defective products.

(3) RedWeb has no liability in relation to installations carried out by a distributor, whether under the express warranty in these Terms or otherwise. The distributor advised to ensure that installation of each Sentry device is an integrated installation, is fully supported and is compliant with any legacy installation within the Customer's premises.

(4) The installation of Sentry is not intended to replace the need for full contents and property insurance which the Customer should maintain.

(5) False alarms caused by incorrect or accidental operation of the system are specifically excluded from RedWeb's warranty.

(6) No warranty is given by RedWeb that the deployment of Sentry will be compliant with the end user's legal obligations to its employees and other persons using the secured premises. The Customer is expected to take its own advice in connection with such matters.

(7) RedWeb cannot warrant that any evidence submitted by Police or prosecuting authorities will return a positive result post analysis. Variances such as quality of sample, natural deterioration, environmental, chemical or biological contamination, can all influence a DNA test result.

(8) RedWeb cannot warrant the effective deployment (taking into consideration paragraph 7 above) of the RedDNA spray product beyond 12 months from date of registration. RedWeb strongly urge that any products older than this are replaced

OffenderID

The following additional clauses apply to the OffenderID device:

(1) Whilst all reasonable care is taken in the design and manufacture of the OffenderID, RedWeb accepts no liability (whether arising in contract, tort (including without limit negligence) or otherwise) for consequential losses (including without limit damage to, or loss of, property) arising from theft or robbery, including without limit in circumstances in which the OffenderID device fails to function.

(2) No warranty is given that use of the OffenderID spray in all circumstances will be lawful and the user is required to take his own legal advice in this respect.

(3) Offender ID must not be re-sold by a distributor to any person who has not received a programme of training in the form accredited by RedWeb from time to time. The details of the current „Safe use of Offender ID course“ are available at www.redwebsecurity.com. End-user Customers must not make OffenderID devices available for use by any personnel who have not completed RedWeb's accredited training course.

(4) RedWeb cannot warrant that any evidence submitted by Police or prosecuting authorities will return a positive result post analysis. Variances such as quality of sample, natural deterioration, environmental, chemical or biological contamination, can all influence a DNA test result.

(5) RedWeb cannot warrant the effective deployment (taking into consideration paragraph 4 above) of the Offender ID spray product beyond 24 months from date of registration. RedWeb strongly urge that any products older than this are replaced.

Grease, Gel and Spray Grease

The following additional clauses apply to RedWeb sprays and greases:

(1) Whilst all reasonable care is taken in the design and manufacture of the Gels, Greases and Spray Grease, RedWeb accepts no liability (whether arising in contract, tort (including without limit negligence) or otherwise) for consequential losses (including without limit damage to, or loss of, property) arising from theft or robbery, including without limit in circumstances in which the Gels, Greases and the Spray Grease products fails to function.

(2) No warranty is given that use of Gels, Greases and Spray Grease in all circumstances will be lawful and the user is required to take his own legal advice in this respect.

(3) In order to comply with the high standards of forensic integrity required by the prosecuting authorities, it is strongly recommended that areas marked with Gels, Greases and Spray Grease products are revisited after 6 months to ensure effective coverage remains on target areas.