Terms & Conditions

Secure Logiq

REFERENCE	VERSION	VALID UNTIL	CLASSIFICATION
SLL-TC	Superseded	November 2026	Public

These terms and conditions were valid until November 2026.

1. DEFINITIONS

In these conditions the following words have the following meanings unless the context requires otherwise:

TERM	MEANING
"Contract"	means any contract between You and Us incorporating these conditions for the sale of Products and/or the provision of the Services;
"Liability"	means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
"Products"	means any products and/or goods ordered from Us by You or to be supplied by Us to You;
"Services"	means the services and/or work to be performed by Us for You;
"We, Us, Our"	means Secure Logiq Limited and any of its associated companies;
"You, Your, Yourself"	means the person to whom We supply the Products and/or the Services.

2. BASIS OF CONTRACT

2.1 These conditions shall govern the agreement between You and Us to the exclusion of any other terms or conditions.

2.2 Orders placed by You leading to a contract which is not expressed to be subject to these conditions shall still be subject to them.

2.3 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to You.

2.4 No variation to these conditions shall be binding on Us unless contained in Our quotation or agreed in writing between You and one of Our authorised representatives.

3. ORDERS AND CONTRACT

3.1 "Quotations" are not binding or capable of acceptance and are estimates only.

3.2 We shall have the right to refuse to accept any orders placed for Products and/or Services.

3.3 You shall be responsible for the accuracy of an order and for giving Us any information necessary for Us to perform the Contract.

3.4 The Contract between You and Us shall come into effect on Our acceptance of Your order.

3.5 No order for Products and/or Services shall be deemed accepted by Us until confirmed in writing by Our authorised representative.

3.6 If You cancel this Contract for any reason You shall have no further recourse against Us under this Contract.

4. DELIVERY

4.1 Dates for delivery and/or performance are estimates only and are not guaranteed. Time is not of the essence in relation to such dates.

4.2 We will use Our reasonable commercial endeavors to ensure delivery and/or performance on the dates specified.

4.3 Where Products are delivered by a third party carrier, We shall have no Liability to You for any failure to deliver the Products on or before any agreed time or date. Our maximum Liability for any such failure shall be the charges paid to the carrier in respect of any such delivery.

4.4 Where Products are to be delivered in instalments, each delivery shall constitute a separate and distinct contract and failure by Us to deliver, or any claim by You in respect of, any instalment shall not entitle You to repudiate and/or terminate this Contract as a whole.

4.5 Where Services are to be performed in stages, each separate stage shall constitute a separate and distinct contract and failure by Us to deliver, or any claim by You in respect of, any stage shall not entitle You to repudiate and/or terminate this Contract as a whole.

4.6 You shall have no right to reject Products and/or Services and shall have no right to rescind for late delivery and/or performance unless the due date for delivery and/or performance has passed and You have served on Us a written notice requiring the Contract to be performed and giving Us not less than 14 days in which to do so and the notice has not been complied with.

4.7 We shall not be required to fulfil orders for Products and/or Services in the sequence in which they are placed.

4.8 You shall be responsible at Your own cost for all arrangements to unload the Products when delivered to You.

4.9 You shall procure during normal working hours that We have free rights of access to the address for delivery for the purpose of delivering the Products.

4.10 If You refuse to take delivery of any Products and/or to allow performance of the Services then We shall be entitled to withhold delivery and/or performance of any other Products and/or Services and to treat this Contract as repudiated by You and shall have the right to rescind this Contract.

4.11 If the parties agree that the Products are to be collected from Our premises then You shall collect the Products within 3 working days of being notified that the Products are ready for collection. If the Products are not collected by You within the specified period We may dispatch the Products to You at Your expense and risk and/or store the Products at Your expense and risk until dispatch and/or collection.

4.12 You may request written proof of delivery of the Products by providing us with a verbal or written request for such proof. The form of any proof of delivery is at our sole discretion. Subject to our receipt of such request within 1 month of the date of delivery of the Products, We shall use reasonable endeavours to provide such proof. We have no obligation to comply with requests received after 1 month of the date of delivery of the Products.

5. POSTPONEMENT

5.1 We will use Our reasonable commercial endeavours to comply with reasonable requests by You for postponement of delivery of the Products and/or performance of the Services but shall be under no obligation to do so.

5.2 Where delivery of the Products and/or performance of the Services is postponed at Your request then You shall pay all Our costs and expenses incurred as a result including reasonable charges for storage, transportation and insurance. In addition You shall be obliged to pay for the Products and/or Services as if delivery and/or performance had not been postponed.

6. PRICE

6.1 The price of the Products and/or the Services shall be as quoted to You.

6.2 Except as otherwise stated, prices include Our charges (if any) for transport, packaging and insurance, unless such delivery is deemed at our sole discretion to be special delivery.

6.3 We may increase Our prices in relation to the Products and/or the Services which We have agreed to supply where the increase is to take account of increases in costs, expenses and/or materials suffered by Us.

6.4 You will be informed in writing by Us of any increases in prices for the Products and/or the Services not less than 30 days before such increase takes effect.

6.5 You may cancel without Liability any Contract in relation to which the price is to be increased provided that the notice of cancellation is received by Us 28 days before the scheduled date for delivery of the Products and/or performance of the Services.

6.6 If You do not cancel the Contract for the provision of the Products and/or Services within the specified time period then the price increase shall take effect for the Products and/or Services ordered by You.

6.7 Our prices are exclusive of any applicable VAT for which You shall additionally be liable.

6.8 Unless specifically agreed to, in writing, by a Director of Secure Logiq Limited, our terms of payment are net cash within 30 days of the end of the month following the date of Our invoice. Time for payment shall be of the essence.

6.9 If You fail to make any payment in full on the due date We may charge You interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of The Bank of England. Such interest shall be compounded with monthly rests.

6.10 Any monies received by Us from You may be applied by Us at Our option against any additional administrative costs and interest charged prior to application against any principal sums due from You against which it may be applied in any order.

6.11 We shall be entitled to invoice each delivery of Products and/or stage of the Services separately.

6.12 You shall pay all sums due to Us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

6.13 Payment shall not be deemed to be made until We have received either cash or cleared funds in respect of the full amount outstanding.

6.14 We shall be entitled to render an invoice to You any time on or after delivery of the Products and/or on or after completion of the Services.

6.15 If payment in full is not made to Us when due then We may withhold or suspend future or current deliveries of the Products and/or performance of the Services and delivery and/or performance under any other agreement with You.

6.16 If any Services are cancelled or this Contract terminated or delivery and/or performance is suspended before completion of the Services We shall be entitled to be paid on a quantum meruit basis for that part of the Services performed. We may invoice You accordingly and such monies shall be immediately due for payment.

7. CREDIT LIMIT

7.1 We may set a credit limit for You. Changes in Your credit limit will be notified to You from time to time.

7.2 We reserve the right to refuse to accept orders for Products and/or Services and/or to suspend or withhold delivery of Products and/or the performance of the Services if such Products and/or Services would result in You exceeding Your credit limit or the credit limit is already exceeded.

8. CANCELLATION

8.1 You may cancel delivery of the Products and/or performance of the Services at any time up to 14 days before the due date for dispatch and/or performance as appropriate. Where no due date is specified on the order confirmation you may cancel at any time up to 14 days from the order date. You shall have no Liability to Us in relation to any Contract cancelled in accordance with this clause.

8.2 If You purport to cancel this Contract later than the above time limits and/or refuse to accept delivery of ordered Products and/or performance of ordered Services You will indemnify and keep Us indemnified against any

and all lost profits, costs (including increased administration costs and legal costs on a full indemnity basis), expenses, damages and any other loss and/or Liability suffered by Us as a result.

9. SPECIFICATION

9.1 We shall have no Liability for errors in any specification or details supplied by You and You are solely responsible for their accuracy.

9.2 Details and/or specifications in brochures and price lists produced by Us are intended as a guide only and only give a general approximation of the Products and/or Services.

9.3 You agree to indemnify and keep indemnified Us against any and all claims, losses, proceedings, actions, awards, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) expenses, damages and any other losses and/or liabilities arising out of Our use of specifications, details and/or drawings supplied by You.

9.4 You confirm and agree that You have not relied upon the details and information contained in Our brochure unless You have sought and obtained written confirmation from Us of their accuracy.

9.5 We reserve the right to make changes to the specification of the Products and/or Services as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality and/or performance of the Products and/ or the Services.

9.6 If We do make changes to the specification of the Products and/or Services which have a material adverse effect then You shall have the right to cancel the Contract without Liability.

10. TRADE MARKS AND CONFIDENTIALITY

10.1 You shall not make any modification to the Products or their packaging, nor alter, remove, or tamper with any trademarks used on or in relation to the Products and/or Services.

10.2 You agree that You will keep confidential and not use except for purposes contemplated by this Contract all information relating to the Products and/or the Services which may be disclosed to You or which You may learn except where such information is public knowledge or it is required to be disclosed by law.

10.3 Each party agrees with the other that it will keep all confidential business information regarding the other party confidential and not disclose or use such information which may be disclosed to it or which it may learn except where such information is public knowledge or it is required to be disclosed by law.

11. SITE FOR SERVICES

11.1 You will allow and/or procure sufficient access to Our employees, sub-contractors and/or agents to allow them to carry out the Services.

11.2 You will allow and/or procure sufficient unloading space, facilities, equipment and access to power supplies to allow the Services to be carried out.

11.3 You will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

12. PROPERTY AND RISK

12.1 Risk in the Products shall pass to You at the time of delivery. Delivery shall be deemed to occur:-

12.1.1 at the time when the Products arrive at the place of delivery if We deliver the Products by Our own transport or We arrange transport in accordance with a specific contractual obligation; or

12.1.2 when the Products leave Our premises; or

12.1.3 after the expiration of 3 days after You have been notified of it, if the Products are available for collection from Us in accordance with clause 4.11 above.

12.2 We shall retain title and ownership of the Products until We have received payment in full in cash or cleared funds of all sums due for all Products and/or Services supplied to You by Us under this Contract and any other agreement between Us and You.

12.3 Until payment in full of the price for all Products supplied to You the Products shall be stored separately from any products or goods belonging to You or any third party and must be clearly marked and identified as being Our property. You agree that Our employees and/or agents shall be entitled to enter Your premises to check compliance with this clause.

12.4 Until title in the Products has passed to You, You shall keep the Products insured for the price at which the Products were sold to You against all insurable risks and shall account to Us for any monies relating to the Products under any such policy of insurance upon receipt of the same. Any monies received from You by Us in accordance with this clause shall not discharge Your liability to pay the price for the goods plus interest accrued in accordance with clause 6.10 but shall be set off against any such liability.

12.5 You are licensed to agree to sell the Products to Your customers provided that you inform such customers of the clauses contained in this section 12 and impose upon such customers the same obligations that apply to You under this section 12. You act as Our bailee in respect of any such sale and shall, immediately upon receipt of any proceeds of sale, and whether or not payment has become due under clause 6.9 above, remit to Us the full purchase price of the Products sold, less any sum that has already been paid to Us. Until such sums have been remitted to Us You shall hold them as Our trustee and/or agent.

13. DEFAULT

13.1 If You:-

13.1.1 fail to make any payment to Us when due;

13.1.2 breach the terms of this Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

13.1.3 persistently breach the terms of this Contract;

13.1.4 pledge or charge any Products which remain Our property, or cease or threaten to cease to carry on business, or propose to compound with Your creditors, apply for an interim order under Section 252 Insolvency Act

1986, or being a company, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of Your assets, or take or suffer any similar action in any jurisdiction;

13.1.5 appear to Us due to Your credit rating to be financially inadequate to meet Your obligations under the Contract; and/or

13.1.6 appear reasonably to Us to be about to suffer any of the above events; then We shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 13.2 below.

13.2 If any of the events set out in clause 13.1 above occurs in relation to You then:-

13.2.1 We may apply interest charges in line with Government guidelines, which shall accrue on a daily basis;

13.2.2 We may enter, without prior notice, any of Your premises (or premises of third parties with their consent) where Products owned by Us may be and repossess and dispose of or sell any Products found which are owned by Us so as to discharge any sums due to Us under this Contract or any other agreement with You;

13.2.3 We may require You not to re-sell or part with the possession of any Products owned by Us until You have paid in full all sums due to Us under this Contract or any other agreement with You;

13.2.4 We may withhold delivery of any undelivered Products and stop any Products in transit;

13.2.5 We may withhold the performance of any Services and cease any Services in progress;

13.2.6 We may cancel, terminate and/or suspend without Liability to You any agreement with You; and/or

13.2.7 all monies owed by You to Us shall forthwith become due and payable.

13.3 We shall have a lien over all property or goods belonging to You which may be in Our possession in respect of all sums due from You to Us.

13.4 Upon the termination of the Contract for any reason if any monies due to Us from You have not been paid within 14 days of such termination We may sell any property or goods over which We have a lien in accordance with clause 13.3 above (and You agree that We may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by You to Us, thirdly in payment of any principal sums owed to Us and fourthly We shall account to You for the remainder (if any).

14. GUARANTEE

14.1 We guarantee that the Products and/or Services will be free from defects in materials and/or workmanship for a period of 12 months from: –

14.1.1 in the case of Services the date of completion of the performance of the Services; and/or

14.1.2 in the case of Products the date of delivery of the Products to You.

14.2 The guarantee in clause 14.1 above is given by Us subject to the following conditions:-

14.2.1 We shall be under no Liability in respect of any defect in the Products and/or Services arising from any drawing, design or specification supplied by You;

14.2.2 We shall be under no Liability in respect of any faults arising after risk in the Products has passed which is caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Products and/or Services as appropriate; and/or

14.2.3 We shall be under no Liability in respect of any faults or defects caused by willful damage, abnormal working conditions, failure to follow Our instructions, misuse, alteration or repair of Products and/or Services without Our approval, improper maintenance or negligence on Your part or a third party.

14.3 If any Products and/or Services prove to be defective and are covered by the guarantee in clause 14.1 above then We shall at Our sole option either repair or replace or re-perform such Products and/or Services or refund the price for such Products and/or Services. Provided We comply with this clause the repair, replacement and/or re-performance shall be Your sole remedy in respect of claims under the guarantee under clause 14.1 above.

14.4 Any work carried out by Us which is not covered by the guarantee in clause 14.1 above will be charged for.

14.5 We agree that We will repair, replace or re-perform defective Products and/or Services covered by the guarantee in clause 14.1 above within a reasonable time of being notified by You of the defect.

14.6 We shall have no Liability to You under the guarantee in clause 14.1 above unless any defect is notified to Us within 14 working days of the defect becoming apparent or suspected or when it should reasonably have become apparent to or suspected by You.

14.7 The guarantee in clause 14.1 above will not apply if You have not paid in full for the relevant Products and/or Services on the due date for payment.

14.8 You guarantee that You will pass on to all of Your customers for the Products all information as to the use and safe handling of those Products as We may provide to You.

14.9 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

15. REPAIRS AND REPLACEMENTS

15.1 We will at Our option either refund the price, repair, replace free of charge or re-perform any defective Products and/or Services where the defect is apparent on inspection provided that the defect is notified to Us within 14 working days of delivery of such Products or performance of the Services.

15.2 Any defective Products must be returned to Us for inspection if requested by Us before We will have any Liability for defective Products. If the Products shall prove to be defective then We shall reimburse You for the cost of returning the defective Products.

15.3 We shall have the right upon Our request to inspect the subject-matter of any allegedly defective Services, and We will not have any Liability for defective Services until We have been allowed to make such inspection.

15.4 We may at Our sole discretion replace, repair free of charge, re-perform or refund the price of defective Products and/or Services which are not notified to Us within the specified time limit where in Our opinion the defect would not have been ascertainable on inspection and has been notified to Us as soon as reasonably practicable.

15.5 We will at Our option either refund the price of or replace free of charge any Products missing from a delivery of Products provided that the missing items are notified to Us within 5 working days of delivery or, in the event of total non-delivery, this fact is notified to Us within 5 working days of receipt of the invoice by You.

16. LIMITATIONS ON LIABILITY

16.1 We shall have no Liability for any defect in the Products caused or contributed to as a result of the Products being used for display or demonstration purposes or being handled by Your customers.

16.2 We shall have no Liability for defective Products and/or Services where the defect has been caused or contributed to by You.

16.3 We shall have no Liability to You if the price for the Products and/or the Services has not been paid in full by the due date for payment.

16.4 We shall have no Liability to You for defective Products and/or Services, Products not despatched or Products damaged or lost in transit unless the event is notified to Us within the appropriate time limit set out in this Contract.

16.5 We shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by Your continued use of defective Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to You.

16.6 You shall give Us a reasonable opportunity to remedy any matter for which We are liable before You incur any costs and/or expenses in remedying the matter Yourself. If You do not do so We shall have no Liability to You.

16.7 You shall produce to Us written evidence of any claims for which it is alleged that We are liable together with written details of how loss was caused by Us and the steps You have taken to mitigate the loss before We shall have any Liability for the claim by You.

16.8 We shall have no Liability to You to the extent that You are covered by any policy of insurance and You shall ensure that Your insurers waive any and all rights of subrogation they may have against Us.

16.9 We shall have no Liability for any matters which are outside Our reasonable control.

16.10 We shall have no Liability to You for any:-

16.10.1 consequential losses (including loss of profits and/or damage to goodwill);

16.10.2 economic and/or other similar losses;

16.10.3 special damages and indirect losses; and/or

16.10.4 business interruption, loss of business, contracts and/or opportunity.

16.11 You shall be under a duty to mitigate any loss, damage, costs or expenses that You may suffer (including by maintaining an adequate stock of Products).

16.12 Our Liability to You in relation to any one claim shall not exceed the price paid in respect of the Products and/or Services to which that claim relates.

16.13 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

16.13.1 Liability for breach of contract;

16.13.2 Liability in tort (including negligence); and

16.13.3 Liability for breach of statutory duty;

except clause 16.12 above which shall apply once only in respect of all the said types of Liability.

16.14 Nothing in this Contract shall exclude or limit Our Liability for death or personal injury due to Our negligence or any Liability which is due to Our fraud or any other Liability which it is not permitted to exclude or limit as a matter of law.

16.15 Nothing in this Contract shall exclude or limit any of Your statutory rights which may not be excluded or limited due to You acting as a consumer.

16.16 If You require greater protection then We will agree to modify the limitations and extend Our guarantees in return for the payment of a higher price for the Products and/or Services.

17. GENERAL

17.1 You agree to indemnify and keep indemnified Us against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by Us and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by You.

17.2 No waiver by Us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

17.3 If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

17.4 We shall not be liable to You for any delay in performance of this Contract to the extent that such delay is due to any events outside Our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If We are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

17.5 All third party rights are excluded and no third party shall have any right to enforce this Contract.

17.6 This Contract is governed by and in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.