Terms of Sale

Every sale of goods by Secure Logiq Limited to a business customer

REFERENCE	VERSION	DATE	CLASSIFICATION
SLL-TOS	8.2	1 November 2026	Public

These Terms apply to every sale of goods by Secure Logiq Limited to a business customer. They replace all previous terms of sale, including those contained in the Credit Account Application Form.

1 Definitions and interpretation

1.1 In these Terms:

TERM	MEANING
Business Day	means a day other than a Saturday, Sunday or public holiday in England.
Contract	means the contract between us and the Customer for the sale of Goods, formed under clause 2.4.
Customer	means the business that places an Order with us.
Goods	means the products (including any embedded software and documentation) described in the Order Acknowledgement.
Incoterms	means the Incoterms 2020 rules published by the International Chamber of Commerce.
NCNR Goods	means Goods marked “NCNR”, “built to order”, “special order” or “non-cancellable, non-returnable” (or similar words) in the Quotation or the Order Acknowledgement.
Order	means the Customer’s order for Goods, however placed.
Order Acknowledgement	means our written confirmation accepting an Order.
Overseas Customer	means a Customer whose principal place of business is outside the United Kingdom; any other Customer is a UK Customer.
Product Terms	has the meaning given in clause 2.7(c).

TERM	MEANING
Quotation	means any quotation, proposal or price list we provide.
Services	means any installation, commissioning, support, monitoring or other services we agree to provide.
Warranty Document	means our Hardware Warranty document in force on the date of the Order Acknowledgement, as supplied to the Customer or published on our website.
we, us, our	means Secure Logiq Limited, registered in England and Wales (company number 07714764), registered office Unit B1, Fleming Centre, Fleming Way, Crawley RH10 9NN, VAT GB124150754.

1.2 In these Terms, "in writing" includes email. References to a clause are to a clause of these Terms. Headings are for convenience only.

2 Basis of contract

2.1 Only these Terms apply. These Terms govern every Contract to the exclusion of any other terms, including terms on the Customer's purchase order, website, or any other document, even if we do not object to them. Every Order is deemed to be made on these Terms whether or not it says so.

2.2 Quotations are not offers. A Quotation is an invitation to place an Order. It cannot be accepted so as to create a Contract. Each Quotation states how long it is valid; it does not bind us after that date, and we may withdraw it at any time before we accept an Order.

2.3 We may decline any Order. An Order is an offer by the Customer. We may decline any Order for any reason. This includes an Order placed against a Quotation that is still valid, where our cost of the Goods (in total or for any single line) has increased by 10% or more since the date of the Quotation.

2.4 When a Contract is formed. A Contract is formed only when we issue an Order Acknowledgement. A Contract is on the Terms of the version of these Terms in force on the date of that Order Acknowledgement.

2.5 Accuracy of the Order. The Customer is responsible for the accuracy of its Order and for giving us all information we need to perform the Contract. If the Order Acknowledgement differs from the Order, the Order Acknowledgement applies unless the Customer objects in writing within one Business Day of receiving it.

2.6 Updates to these Terms. We may update these Terms at any time by publishing a new version at https://securelogiq.com/terms-conditions/. A new version applies to Orders acknowledged on or after the date it is published. An existing Contract continues on the version that applied when it was formed.

2.7 Order of precedence. If there is a conflict: (a) the Order Acknowledgement prevails over the Quotation, and the Quotation prevails over these Terms, but only for the description of Goods, price, currency, Incoterm, delivery date, warranty period and NCNR markings; (b) a written agreement signed by a director of Secure

Logiq Limited that states it overrides these Terms (for example a distributor agreement) prevails over these Terms to the extent stated; and (c) where a Quotation or Order Acknowledgement refers to product-specific terms published by us (Product Terms), the Product Terms apply to the Goods and Services they cover, in addition to these Terms, and prevail over these Terms and the Warranty Document where they conflict. These Terms apply to everything the Product Terms do not cover.

3 Goods and services

3.1 Descriptions. Descriptions, specifications, drawings and prices in brochures, data sheets, websites and price lists are a general guide only. The Customer has not relied on them unless they are repeated in the Order Acknowledgement.

3.2 Changes we may make. We may change the specification of the Goods where this is needed to comply with law or a safety requirement, or because a manufacturer has changed or discontinued a component, provided the Goods keep substantially the same function and performance. We may substitute a component of equivalent or better specification.

3.3 Customer specifications. Where the Customer provides a specification, design, drawing or instruction, the Customer is solely responsible for its accuracy and suitability, and we are not liable for any error in it.

3.4 NCNR Goods. Goods are NCNR Goods if the Quotation or the Order Acknowledgement marks them as such, or if Product Terms make them NCNR Goods. Goods that are not NCNR Goods are standard stock. The consequences are in clause 10.

3.5 Services. Unless a Quotation says otherwise, the Contract is for Goods only and does not include Services. Services are provided on the terms stated in the Quotation or in a separate written agreement we refer to. If no such terms are stated, we will perform Services with reasonable care and skill, any dates are estimates, and these Terms apply so far as they are relevant.

4 Prices and currency

4.1 Price. The price of the Goods is the price in the Order Acknowledgement. Once we have issued an Order Acknowledgement, we will not increase the price for that Order, except for changes in taxes or duties (clause 4.4).

4.2 What the price excludes. Unless the Order Acknowledgement says otherwise, prices exclude carriage, packing, insurance, import duties, customs charges, VAT and any other taxes, all of which the Customer must pay in addition.

4.3 Currency. The Customer must pay in the currency stated in the Order Acknowledgement. We trade in multiple currencies. We do not adjust prices for exchange-rate movements after the Order Acknowledgement.

4.4 Taxes. The Customer is responsible for all taxes, duties and charges arising in connection with the Goods, other than tax on our net income. If any tax or duty changes after the Order Acknowledgement, we may adjust the price by the amount of the change.

4.5 Bank charges. The Customer bears all bank and transfer charges. We must receive the full invoiced amount in cleared funds. A short payment remains due.

5 Payment and credit

5.1 Default: payment in advance. Unless we have approved a credit account for the Customer in writing, the Customer must pay in full before we dispatch the Goods. We may issue a proforma invoice for this purpose. We are not required to reserve or order Goods until payment is received.

5.2 Credit accounts. Credit is a facility we may grant, refuse, or withdraw. Where we grant credit, the Customer must pay each invoice by the credit term and within the credit limit we have approved, as stated in our credit approval. Credit terms are set out in a separate credit application and approval, which refer to these Terms.

5.3 Changing credit terms on notice. We may change a Customer's credit limit and/or the length of its credit terms (including withdrawing credit entirely) by giving 7 days' written notice. The change applies to all Orders acknowledged after the notice period ends, and to all invoices issued after that date.

5.4 Changing credit terms immediately on non-payment. If the Customer fails to pay any sum to us in full by its due date, then with immediate effect and without notice: (a) all credit terms and limits are withdrawn; (b) the Customer must pay in advance for all further Orders until we confirm otherwise in writing; and (c) all sums the Customer owes us on any account become immediately due and payable.

5.5 Suspension. If the Customer fails to pay any sum by its due date, or would exceed its credit limit, we may suspend or withhold deliveries and services under this Contract and any other contract with the Customer until it has paid all overdue sums in full.

5.6 Invoicing and time for payment. We invoice on dispatch of the Goods, and may invoice each dispatch separately. Where we grant credit, the credit term runs from the date of the invoice unless the credit approval states otherwise. Time for payment is of the essence.

5.7 Late payment. If the Customer does not pay any sum by its due date, it must pay: (a) interest on the overdue amount at 8% a year above the Bank of England base rate from time to time, accruing daily from the due date until payment in full, both before and after judgment; (b) the fixed sum of compensation for late payment that applies under the Late Payment of Commercial Debts (Interest) Act 1998; and (c) our reasonable costs of recovering the debt.

5.8 No set-off. The Customer must pay all sums in full without set-off, counterclaim, deduction or withholding. We may set off any sum the Customer owes us against any sum we owe the Customer.

5.9 Application of payments. We may apply any payment we receive first to costs and interest, and then to any invoice we choose, whatever the Customer states.

5.10 Method. Payment must be made by bank transfer to the account stated on our invoice. We do not accept cheques.

6 Delivery, incoterms and risk

6.1 Delivery terms. Delivery, risk of loss and damage, and responsibility for carriage, insurance, export and import clearance are governed by the Incoterm (and named place) stated in the Order Acknowledgement.

6.2 If no Incoterm is stated. If the Order Acknowledgement does not state an Incoterm, delivery is DAP (Delivered at Place) at the address in the Order for a UK Customer, and FCA (Free Carrier) at our premises or the place we nominate for an Overseas Customer.

6.3 Unloading. Where the Goods are delivered to the Customer's address, the Customer must, at its own cost, provide safe access and be ready to unload. The Customer must arrange all lifting and unloading equipment.

6.4 Dates are estimates. Delivery dates are estimates only, and time is not of the essence. We will use reasonable endeavours to meet them. We are not liable for late delivery, and the Customer may not reject Goods or cancel because of it, except as clause 7.3 allows.

6.5 Part deliveries. We may deliver in instalments. Each instalment is a separate contract, and a delay or defect in one instalment does not entitle the Customer to cancel any other instalment or the rest of the Contract.

6.6 Failure to take delivery or collect. If the Customer fails to accept delivery, or to collect Goods within 3 Business Days of being told they are ready, we may store the Goods at the Customer's risk and cost, deliver them at the Customer's cost, or, after a further 14 days, resell them. The Customer remains liable to pay for the Goods.

6.7 Carrier failures. Where a third-party carrier delivers the Goods, our liability for any failure or delay by the carrier is limited to the carriage charges we received for that delivery.

6.8 Proof of delivery. On the Customer's request made within one month of delivery, we will use reasonable endeavours to provide proof of delivery. We are not required to provide it after that period.

7 Supply shortages

7.1 Supply restrictions. The Customer acknowledges that many components depend on third-party manufacturers and that supply and pricing can change quickly.

7.2 What we may do. If a manufacturer or supplier delays, restricts, allocates or discontinues any Goods or component, we may, without liability to the Customer: (a) deliver late; (b) deliver in part; (c) substitute an equivalent or better product or component; or (d) cancel the affected line of the Order and refund any sum paid for it.

7.3 Customer's right to cancel. If delivery of an affected line is delayed for more than 90 calendar days after the date of the Order Acknowledgement, the Customer may cancel that line by written notice. No restocking fee applies. Our only liability is to refund any sum paid for that line. This applies to NCNR Goods as well.

8 Inspection and claims for damage or shortage

8.1 On delivery. The Customer must inspect the Goods and packaging on delivery and note any visible damage, shortage or discrepancy on the carrier's delivery receipt.

8.2 Time limits. The Customer must tell us in writing: (a) within 5 Business Days of delivery, about any damage in transit, shortage, or wrong Goods delivered; and (b) within 14 Business Days of delivery, about any other defect that would be visible on reasonable inspection. If the Customer does not do so, it is treated as having accepted the Goods, and we have no liability for those matters.

8.3 Non-delivery. If Goods have not arrived, the Customer must tell us within 5 Business Days of the date they should have been delivered.

8.4 Remedy. If a claim under this clause is valid, we will, at our option, repair, replace or credit the affected Goods, or supply any missing Goods. This is the Customer's only remedy for those matters.

8.5 Later faults. A fault that appears after this inspection period is dealt with under the warranty in clause 11.

8.6 Returns for inspection. The Customer must return any Goods we ask to inspect, using the RMA process in clause 11.3.

9 Ownership of the goods

9.1 Title. Title to the Goods does not pass to the Customer until we have received payment in full, in cleared funds, of all sums the Customer owes us on any account. Risk passes as clause 6 states.

9.2 Until title passes. The Customer must: (a) keep the Goods separate from other goods and identifiable as ours; (b) not remove or obscure any identifying mark or packaging; (c) keep the Goods insured against all risks for their full price; and (d) tell us immediately if it becomes insolvent, or if any of the events in clause 17.1 occurs.

9.3 Resale. The Customer may resell the Goods in the ordinary course of its business, but must not otherwise sell, pledge or charge them. If it resells before title passes, it does so on its own account, must keep an accurate record of each sale, and must account to us for the proceeds up to the amount it owes us.

9.4 Recovery. If the Customer has not paid on the due date, or any event in clause 17.1 occurs, we may require the Customer to deliver up the Goods immediately, and the Customer must do so. If the Customer does not, we may enter any premises where the Goods are located, so far as the Customer or the owner of those premises can lawfully allow, to recover them. We may then resell them. The Customer must let us do this, and must obtain any consent needed.

10 Cancellation, changes and returns

10.1 No right to cancel or change. Once we have issued an Order Acknowledgement, the Customer has no right to cancel or change the Order, or to return Goods, except as this clause and clauses 7.3, 8 and 11 allow.

10.2 Cancellation before dispatch. We may, at our discretion, agree in writing to cancel an Order before dispatch. If we do, the Customer must pay a restocking fee of 25% of the price of the cancelled Goods.

10.3 Returns after delivery. We may, at our discretion, agree in writing to accept the return of Goods that are not faulty. If we do: (a) the Customer must first obtain an RMA number from us and return the Goods within the period we state; (b) the Goods must be unused, undamaged, complete and in their original packaging; (c) the Customer must pay a restocking fee of 40% of the price of the returned Goods; and (d) the Customer bears the cost and risk of return carriage. We may reject any return that does not meet these conditions and send it back at the Customer's cost.

10.4 NCNR Goods. NCNR Goods cannot be cancelled after we have ordered the components or begun to build them, and cannot be returned after delivery (except under clauses 8 and 11). Clauses 10.2 and 10.3 do not apply to them.

10.5 Fees. The restocking fees are agreed by the parties as a fair charge for the costs and lost opportunity we suffer, and reflect our legitimate interest in the Contract being performed. We may deduct any fee from a refund or credit due to the Customer, or invoice it.

10.6 Discretion. Our agreement to any cancellation or return is discretionary. It does not create a right to any later cancellation or return, and we may set different or additional conditions each time.

11 Warranty

11.1 Our warranty. We warrant the Goods on the terms of the Warranty Document, for the period stated in the Warranty Document or, if the Order Acknowledgement states a different period for the Goods, for that period. The Warranty Document is the only warranty we give. Product Terms may give further or different warranties for the Goods they cover.

11.2 Remedy. If Goods fail to meet the warranty, our obligation is limited to the remedy the Warranty Document sets out, which may be repair, replacement, or, if neither is reasonably possible, a refund of the price of the affected Goods. This is the Customer's sole and exclusive remedy for defective Goods.

11.3 RMA. All returns under warranty must have an RMA number issued by us. We may refuse or send back anything received without one. The Customer must package returned Goods suitably and use a tracked method. The Warranty Document sets out who pays carriage in each direction.

11.4 Exclusions. The warranty does not cover faults caused or contributed to by misuse, accident, unauthorised modification or repair, use with parts or software we did not supply or approve, failure to follow our instructions, fair wear and tear, or the Customer's or a third party's negligence. The warranty does not apply until we have received payment in full.

11.5 Terms implied by law. To the fullest extent the law allows, we exclude all warranties, conditions and other terms implied by statute or common law, including those about satisfactory quality and fitness for purpose. The Customer acknowledges that it is dealing as a business.

11.6 Passing on information. The Customer must pass on to its own customers all information we provide about safe use and handling of the Goods, and must not give any warranty or promise on our behalf.

12 Software and third-party products

12.1 Software is licensed, not sold. Any software supplied with or embedded in the Goods is licensed, not sold, and no title in it passes to the Customer.

12.2 Third-party software. Third-party software (including operating systems and video management software) is supplied subject to the licence terms of its owner. The Customer must accept and comply with those terms, and by using the software it agrees to them. We give no warranty about third-party software beyond any warranty the owner gives, and we are not responsible for its performance, licensing, cost, updates or compatibility with anything else, unless we expressly say otherwise in a written document signed by one of our directors.

12.3 Our own software. Software we produce (including the Logiqal range) is licensed on the licence terms that apply to that product. For the Logiqal range, these are the applicable Product Terms, and these Terms apply to that software as those Product Terms provide.

12.4 Restrictions. The Customer must not modify the Goods or their packaging, or remove or alter any trade mark, and must not copy, reverse engineer or decompile any software, except where the law allows it.

13 Data

13.1 Customer's responsibility. The Customer is responsible for backing up its data, and for removing it from Goods before returning them to us or giving us remote access. Data on Goods belongs to the Customer or its own customers.

13.2 Our access. We will only access data on Goods as far as we need to in order to provide support or process a return, and we will not copy or keep it without authorisation. Where returned Goods are permanently kept by us, we will wipe them where we can.

13.3 No liability for data. We are not liable for the loss, corruption or disclosure of any data on Goods, except to the extent that the law does not allow us to exclude that liability.

13.4 Data processing. If the Customer needs a data processing agreement with us, it must ask us in writing, and we will consider the request in good faith. Where Product Terms say that our Data Processing Agreement applies automatically, it applies on that basis without a request or signature.

14 Export controls and sanctions

14.1 Information. The Customer must give us, promptly on request, any information and documents we require about the end user, end use and destination of the Goods, and must complete our export-control declaration where we ask it to. The Customer confirms that everything it tells us is accurate and complete, and must tell us at once if it changes.

14.2 Compliance. The Customer must comply with all export-control, sanctions and import laws that apply to the Goods. It must not export, re-export, sell, transfer or divert the Goods, or allow anyone else to, in breach of those laws, to a sanctioned person or destination, or for a prohibited end use.

14.3 Our rights. Until we have all the information we require, or if we believe on reasonable grounds that a sale or delivery may breach any law or a supplier's conditions, we may delay, suspend or cancel any Order, or refuse to deliver, without liability to the Customer. Where we cancel for this reason, we will refund any sum the Customer has paid for the affected Goods.

15 Limits on our liability

15.1 What is not limited. Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else the law does not allow to be limited or excluded.

15.2 Losses we do not accept. Subject to clause 15.1, we are not liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: (a) loss of profit, revenue, business, contracts, goodwill or anticipated savings; (b) loss or corruption of data; (c) business interruption; or (d) any indirect or consequential loss, whether or not it was foreseeable.

15.3 Total cap. Subject to clause 15.1, our total liability to the Customer for all claims arising out of or in connection with an Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the price paid or payable for the Goods to which the claims relate.

15.4 Other limits. We are not liable for any defect or loss to the extent it is caused or made worse by the Customer, by the Customer's continued use of Goods after a defect has appeared, by Goods being used for demonstration, or by the Customer's specifications. The Customer must take reasonable steps to reduce any loss, including by keeping adequate stock, and must give us a reasonable chance to put right any matter for which we may be responsible before it incurs costs.

15.5 Statements and assurances. We are not bound by any statement, design, performance figure or compatibility assurance, whether in a brochure, presentation, email or elsewhere, unless it is in a written document signed by one of our directors that refers to it. Unless that document expressly says otherwise, it is subject to this clause 15.

15.6 Separate limits. Each limit and exclusion in this clause 15 applies separately to each type of liability. The limits are reasonable in view of the price we charge.

16 Customer indemnity

16.1 The Customer will indemnify us against all losses, liabilities, costs (including reasonable legal costs) and expenses we suffer or incur as a result of any claim by a third party, or any fine or penalty, arising from:

(a) any specification, design, drawing or instruction the Customer gave us, including any claim that following it infringes a third party's rights;

(b) the Customer's breach of any export-control, sanctions or other law, or of clause 14;

(c) any statement, warranty or promise the Customer made to its own customers about the Goods that goes beyond our warranty; or

(d) the Customer's or its customers' modification or misuse of the Goods.

17 Default and termination

17.1 We may exercise our rights in clause 17.2 if the Customer: (a) fails to pay any sum by its due date; (b) breaches any of these Terms and, if the breach can be put right, does not do so within 14 days of our notice; (c) breaches these Terms persistently; (d) is or becomes unable to pay its debts, has an administrator, receiver or liquidator appointed, enters into any arrangement with its creditors, ceases or threatens to cease business, or suffers any similar event in any country; or (e) appears to us, on reasonable grounds and from information such as its credit rating, to be unable to meet its obligations, or about to suffer any of these events.

17.2 If any event in clause 17.1 occurs, we may, without liability and in addition to our other rights: (a) suspend or cancel any Order or delivery; (b) end the Contract and any other contract with the Customer; (c) withdraw credit and require payment in advance; (d) treat all sums owed to us as immediately due and payable; and (e) exercise our rights under clause 9.

17.3 Ending or cancelling a Contract does not affect any rights that have already arisen. Clauses that are meant to continue after the end of a Contract, including 5, 9, 12, 13, 15, 16 and 21, continue.

18 Confidentiality and intellectual property

18.1 Each party must keep confidential, and use only for the Contract, all confidential business information it receives from the other, except information that is public (other than through breach) or that the law requires it to disclose.

18.2 The Customer gets no rights in our intellectual property, trade marks, or the designs and documents we provide, except the right to use the Goods as they were supplied.

19 Compliance

19.1 Each party must comply with all laws that apply to the Contract, including anti-bribery and anti-corruption laws such as the UK Bribery Act 2010, and laws about modern slavery. The Customer must not offer or accept any bribe, and must have adequate procedures in place to prevent it.

19.2 We may suspend or end the Contract at once, without liability, if we reasonably believe the Customer has breached this clause.

20 Events outside our control

20.1 We are not liable, and are not in breach of the Contract, for any delay or failure to perform caused by anything outside our reasonable control. This includes strikes, fire, flood, natural disaster, war, terrorism, government action or restrictions, pandemic, failure of power or communications, cyber attack, and delay or failure by our suppliers or carriers. If it continues for more than 90 days, either party may cancel the affected part of the Contract on written notice, and we will refund any sum paid for Goods we did not deliver.

21 General

21.1 Notices. Any notice or communication under the Contract, including Orders, cancellation, and changes to credit, may be given by email to the address on our latest Order Acknowledgement or invoice (for us) or to the address the Customer gave us (for the Customer). It is treated as received on the next Business Day after it is sent. Formal legal notices, such as notice of legal proceedings, must be sent by post to the registered office.

21.2 Entire agreement. The Contract is the whole agreement between us and the Customer about the Goods. The Customer has not relied on any statement or representation that is not written into it, and has no claim for innocent or negligent misrepresentation about anything not written into it.

21.3 Assignment. The Customer may not assign, subcontract or transfer any of its rights or obligations without our written consent. We may do so freely.

21.4 Waiver and variation. A failure or delay in using a right is not a waiver of it. A variation of the Contract has effect only if it is in writing and signed by us, except that we may update these Terms under clause 2.6.

21.5 If a clause is invalid. If any part of these Terms is found to be invalid or unenforceable, the rest continues in force.

21.6 Third parties. No one other than the parties has any right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

21.7 Governing law. The Contract, and any dispute or claim arising out of or in connection with it (including non-contractual claims), is governed by the law of England and Wales.

21.8 UK Customers. The courts of England and Wales have exclusive jurisdiction over any dispute with a UK Customer.

21.9 Overseas Customers. Any dispute with an Overseas Customer must be finally settled by arbitration under the Rules of the London Court of International Arbitration (LCIA), which are treated as included in these Terms. There will be one arbitrator. The seat of arbitration is London, England, and the language is English. We may, at our option, instead bring proceedings to recover unpaid sums or to enforce our rights over the Goods in any court that has jurisdiction.