

Schedule 3

Terms and Conditions of Sale Trace Me Luggage Tracker Ltd

For Supply of Physical Goods (as amended 01/03/22)

1. Definitions

The '**Company**' means Trace Me Luggage Tracker Ltd. The '**Customer**' means the account applicant or person who buys or agrees to buy Goods from the Company.

The '**Goods**' means the credit card sized ID tag carrying a unique serial number and barcode in a designated branded format, either

- a. pre-manufactured in physical form complete with fixing and carrier, or
- b. supplied electronically as a downloadable PDF file or similar.

2. Conditions

These conditions shall apply to all contracts for the sale of Goods by the Company to the Customer to the exclusion of all other terms and conditions including any which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

No variation or addition to these conditions shall be effective unless agreed in writing by the Company.

No contract for the sale of Goods shall arise until the Company dispatches the Goods to the Customer or the Company notifies the Customer in writing of its acceptance of the Customer's order (whichever shall first occur). A quotation for the Goods given by or on behalf of the Company shall not constitute an offer.

Acceptance of delivery of Goods shall be deemed conclusive evidence of the Customer's acceptance of these conditions.

The Company at its absolute discretion may accept or reject any order whether on account of the Goods being no longer available or for any other reason whatsoever.

3. Product Specifications

Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or on its website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the contract or have any contractual force.

The Company warrants that the Goods will, at the time of delivery, correspond to the description given by the Company. All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by statute, common law or otherwise are excluded and the Customer warrants that the Customer is satisfied as to the suitability of the Goods for the Customer's purpose. It is the responsibility of the Customer to check the compatibility and suitability of Goods for any particular purpose before ordering. The Company hereby reserves the right to make without notice such minor modifications in specifications, designs, materials or packaging as it may deem necessary or desirable by experience.

To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or

incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the specification. This paragraph shall survive termination of the contract.

4. Prices

The price shall be that on the Company's current list price (or if applicable, the price contained in the Company's quotation).

The Company reserves the right to revise prices prior to dispatch of Goods to reflect any direct or indirect increase in costs. If the Company revises the price the Customer will be informed prior to dispatch and have the option to cancel the order. If the Customer cancels the order due to price revision any money they have paid will be refunded in full.

All prices are exclusive of VAT, any applicable Sales or Import Tax and charges for packing, postage and carriage unless stated otherwise.

Payment is due in full on the terms of credit agreed. Time for payment shall be of the essence and any failure to pay shall entitle the Company at its option to treat the contract as repudiated by the Customer or to delay delivery until paid (in addition to any other remedy).

If the Customer fails to make any payment due to the Company under these conditions by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 3% per annum above the six month UK£ LIBOR rate from time to time, meaning the London Interbank Offered Rate for UK£ deposits for a period of six months as published by the Financial Times on the business day following the due date for payment. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

If the Customer becomes subject to any of the events listed below, or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due:

- the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
- (being an individual) the Customer is the subject of a bankruptcy petition or order;
- a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

- any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the bullet points above;
- the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- the Customer's financial position deteriorates to such extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the contract is placed in jeopardy; and
- (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Termination of the contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the contract shall continue in full force and effect.

5. Dispatch

The Customer will be given an estimated date of dispatch when placing an order. If this date is exceeded the Company will endeavor to keep the Customer informed of the delay and an expected new delivery date.

6. Delivery

Whilst every reasonable effort shall be made to keep to the specified delivery date, time of delivery shall not be of the essence and the Company shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or company arising directly or indirectly out of any failure to meet the estimated delivery date.

The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract with the Customer. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

Failure by the Customer to pay for any instalment or delivery when due shall entitle the Company to withhold further deliveries and the Company shall be liable for any costs incurred by the Company relating to such Goods which the Company is then entitled to withhold.

Delivery of the Goods shall be made to the Customer's address and the Company shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7. Damages and Shortages

The Customer shall report in writing to the Company, and the carriers, any damage or shortage within 7 days of delivery. Provided prompt notice of transit damage or loss is given, and provided it is proved to the Company's satisfaction that such damage occurred in transit in the UK, the Company will without charge to the customer refund, repair or replace such Goods.

8. Ownership and Risk

The risk in Goods shall pass to the Customer when either the Customer receives the Goods or a contract is made but the Goods are kept at the Company's premises (or such other premises as arranged by the Company) at the Customer's request.

The Company remains the owner of the Goods affected by the contract until the Company has been paid in full for such Goods. Until title to the Goods has passed to the Customer, the Customer shall:

- hold the Goods on a fiduciary basis as the Company's bailee;
- store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

- notify the Company immediately if it becomes subject to any of the events listed in clause 4; and
- give the Company such information relating to the Goods as the Company may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

If any payment due under these conditions is overdue in whole or in part, the Company may without prejudice to any of its other rights recover and/or re-sell the Goods. The Company's servants or Partners may enter the Customer's premises to recover the Goods, with permission hereby confirmed as a condition of contract, and the Customer shall be liable for all the Company's costs of so doing.

In the case of any other sale the Customer shall inspect the Goods immediately upon delivery and shall notify the Company within five days of delivery if the Goods are damaged or do not comply with the contract. If the Customer fails to do this, he is deemed to have accepted the Goods.

Any Goods in respect of which any claim or defect or damage is made shall be preserved by the Customer intact together with the original packing at the Customer's risk and either: be retained by the Customer for a reasonable period to enable the Company or its Partner to inspect or collect the Goods; or at the Company's option be returned to the Company who will refund the cost of postage and packing to the Customer if the Goods are deemed defective.

9. Cancellation Returns

No contract shall be cancelled nor shall any Goods which are in accordance with the contract be returned without the prior written approval of the Company, and on terms to be determined at the absolute discretion of the Company.

If the Company agrees to accept the return of any such Goods and unless the Company at its discretion decides otherwise, then a Goods return number must be obtained from the Company and must be clearly shown on the returned parcels.

The Goods shall remain at the Customer's risk in all respects until received by the Company. The Customer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the reasonable opinion of the Customer, been caused by the Goods being inadequately packaged by the Customer or through the Customer's fault.

The Company reserves the right to make a handling and restocking charge of 25% on Goods which are returned due to being ordered in error or are no longer required.

10. Product Misuse

Should any Goods malfunction as a result of abnormal environmental factors (including without prejudice to the generality of the foregoing mains power transients or dropouts, electromagnetic interference, extremes of humidity, vibration, electro-static damage, temperature or pressure or chemical corrosion then all costs incurred by the Company in repairing such Goods and investigating the causes of the malfunction shall be payable to the Company.

11. Force Majeure

The Company will not be liable for any breach of agreement, for delay or failure to perform if the delay or failure is due to any of the following force majeure events: fire, explosion, flooding, frost, strikes, delays ascribable to air traffic control, periods of bans, declared or undeclared war, imminent war, civil war, riots, uprisings, civil disorders and acts of terrorism, epidemics, pandemics, quarantine, restrictions to free circulation, sabotage, radioactivity, Act of God, earthquake, tsunami, volcanic ash, this list not being exhaustive. If the Company chooses not to enforce a right under this agreement, that decision will not prevent the enforcement of other rights, or the same right on a later occasion.

12. No waiver

The Company's failure to insist upon strict performance of any provision of these conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Customer in performance of compliance with any of these conditions.

13. Liability

In the event of any breach of these conditions by the Company the remedies of the Customer shall be limited to damages which shall in all circumstances not exceed the price of the Goods and the Company shall under no circumstances be liable for any indirect, incidental or consequential damages.

The Customer shall pay all amounts due under the contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

Nothing in these conditions shall limit or exclude the liability of either party for fraud, fraudulent misrepresentation or death or personal injury caused by negligence.

If any court or competent authority finds that any provision of the contract or these conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the contract or conditions shall not be affected. If any invalid, unenforceable or illegal provision of the contract or conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

A person who is not a party to the contract or these conditions shall not have any rights under or in connection with it.

These conditions (together with any dispute arising out of them) shall be construed in accordance with the laws of the jurisdiction of England and Wales and the parties submit to the exclusive jurisdiction of the English court.