



Standard Terms & Conditions – Updated October 2015

1. Definitions

"Customer" means the person who accepts Core2Store's quotation for any of its services as agreed (the "Services") or whose order for Services is accepted by Core2Store.

"Conditions" means these terms and conditions of supply and any special terms and conditions agreed in writing between the parties.

"Contract" means the contract for the supply of the Services.

2. Basis of the Contract

2.1 Core2Store supplies and the Customer purchases the Services in accordance with Core2Store written quotation or proposal which is accepted by the Customer subject to these Conditions, which govern the Contract to the exclusion of any other terms. Variations to the Conditions are only binding upon Core2Store if set out in writing and signed by an authorised representative of Core2Store.

2.2 Where Services are supplied on a continuous basis, the minimum period of supply unless stated on Core2Store quotation shall be a period of 12 months.

3. Orders and Specifications

3.1 Orders are only accepted by Core2Store when confirmed in writing, by letter, fax or E mail by Core2Store.

3.2 The description of and specification for the Services shall be those set out in Core2Stores quotation or proposal.

4. Terms of Payment

4.1 Subject to any terms agreed in writing between the parties the Customer shall pay to Core2Store upon receipt of invoice as follows;

4.1.2 in the case of data analysis the Customer shall pay to Core2Store the fee as detailed on the invoice.

4.2 Subject to any terms stipulated by Core2Store the Customer shall pay each invoice within 30 days of the date of invoice notwithstanding that completion of the Services may not have taken place. The time for payment by the Customer shall be of the essence of the Contract.



4.3 If the Customer fails to make any payment on the due date then in addition to its other rights Core2Store reserves the right to cancel the Contract or suspend further performance under the Contract and to charge the Customer interest (before and after any judgement) at the rate of 4% above the base lending rate of Barclay's Bank Plc from time to time, from the invoice date until payment is received in full.

4.4 Prices quoted are exclusive of VAT or similar tax.

5. Core2Store Obligations

5.1 Subject to any specific obligations agreed by Core2Store its obligations under this Contract shall be limited to carrying out the Services in a proper and professional manner and that time for performance by Core2Store shall not be of the essence of the Contract.

5.2 Core2Store shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Core2Store's obligations in relation to the Services, if the delay or failure was due to any cause beyond Core2Store's reasonable control which shall include (but shall not be limited to) strikes, lock-outs or other industrial actions or trade disputes, Acts of God, fire, explosion, war, terrorism, sabotage or accident.

5.3 When field marketing is required Core2Store will make reasonable efforts to cover those stores required however the Company cannot be responsible for any store visits not made for whatever reason. Payment terms for any field marketing will be detailed in the specific agreement and may differ from those stated in 4.2

5.4 When any marketing services are used by the customer, these services will be subject to additional terms and conditions that are available on request. Payment terms for any marketing activity will be detailed in the specific agreement and may differ from those stated in 4.2

6. Warranties and Limitation of Core2Store Liability

6.1 Core2Store does not seek to limit its liability for death or personal injury caused by its negligence but any other liability of Core2Store shall be limited as follows;

6.2 Where any valid claim in respect of any of the Services which is based on their failure to meet the specification is notified to Core2Store in accordance with these Conditions, Core2Store shall be entitled to re-perform the Services (or the part in question) free of charge or, at Core2Store's discretion, refund to the Customer the price of the Services (or a proportionate part of the price as appropriate), but Core2Store shall have no further liability to the Customer.

6.3 Core2Store shall not be liable for any consequential loss to the Customer howsoever incurred.

6.4 Notwithstanding the provisions of clauses 6.2 & 6.3 above Core2Store's maximum liability to the Customer in respect of any claim by the Customer for direct and indirect loss (excluding any liability under clause 6.1 above) including any liability for consequential loss shall be limited in aggregate to a sum equal to the total price payable by the Customer under the Contract or the excess of the cost to the Customer of similar Services to replace those not provided over the price of Core2Store's Services, whichever shall be the greater.



6.5 The Customer shall indemnify Core2Store against any action, claim, demand, loss or injury and against all legal costs and other costs and expenses whatsoever suffered or incurred by Core2Store or a third party to whom the Company is liable if caused by any defect or negligence in the Customer's materials handled or stored in the fulfilment of the Service.

7. Deadlines

In the event that any materials instructions or information to be provided by the Customer which are reasonably necessary for the fulfilment of the Contract are not received by Core2Store in accordance with any deadlines specified by Core2Store:

7.1 Core2Store reserves the right to invoice any extra costs incurred in carrying out the Contract. Where such costs involve purchase of goods or services by Core2Store these will be invoiced to the Customer at cost plus 20%

7.2 In the event that the said material arrives too late for Core2Store to place to fulfil the Contract then Core2Store reserves the right to either;

7.2.1 Fulfil the contract at a later, agreed date within a reasonable time of the original date, subject to an agreed postponement/rescheduling fee, or

7.2.2 Not carry out any further work and invoice the Customer in accordance with 8.4.1 and 8.4.2 below by way of liquidated damages.

8. Termination & Cancellation

8.1 Unless specified, the standard agreement length is 12 months and cancellation fees will apply as per the specified agreement.

8.11 The Customer shall give Core2Store not less than 2 months written notice to terminate services supplied on a continuous basis after the specified agreement length elapses .

8.2 The Contract may be terminated by either party with immediate effect if the other party:

(a) enters into liquidation or compounds with its creditors; or

(b) has a petition for a winding-up or administration order presented against it; or

(c) has an administrative receiver appointed in respect of its assets or any of them or the same are subject to execution or distress for rent or suffers any similar action in consequence of debt.

8.3 Termination of the Contract shall not affect accrued liabilities under the Contract or previous Contracts.

8.4.1 In the event that the Customer seeks to terminate or postpone any Contract within 4 weeks prior to the commencement date of such Contract then Core2Store reserves the right to invoice 75% of the full Contract price as liquidated damages to help cover Core2Store's set-up costs, cancellation fees and/or loss of profit on the Contract caused by such termination or postponement



8.4.2 In the event that the Customer seeks to terminate or postpone any Contract within a period of two weeks or less from the commencement date of the Contract then Core2Store reserves the right to invoice 95% of the value of the full Contract price as in clause 8.4.1 above.

9. Information

9.1 Core2Store supplies the Services for the Customer's sole and confidential use. If the Customer discloses any part of the information supplied by Core2Store under the Contract the Customer agrees to be responsible for any loss or damage caused in the case of misuse of the information by a third party.

9.2 Core2Store agrees to take reasonable care to prevent the unauthorised disclosure of any confidential information supplied to Core2Store by the Customer to any third party save where such disclosure is reasonably necessary for the performance of the Services or where such information is within the public domain otherwise than as a result of a breach of this clause or such disclosure is required by law.

9.3 Core2Store will make reasonable efforts to ensure the accuracy of the data collected and reported however it cannot accept liability for the accuracy of the all the information reported by third parties. It will however use reasonable endeavours to supply data which has been cleaned appropriately.

9.4 Core2Store will use reasonable efforts to ensure that information delivered electronically is virus free. However it cannot accept responsibility for any disruption damage and/or loss to any data or computer system that may occur as a result of any virus or similar undesirable software so imported.

10. General

10.1 Notices required under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice given under this Agreement shall be delivered by hand, letter or fax and shall be deemed to have been served when delivered if by hand, when dispatched if by fax and two working days after posting if by letter.

10.2 No waiver or indulgence by Core2Store of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any provision or shall prevent the Company subsequently insisting upon its rights and remedies under the Contract.

10.3 If these Terms & Conditions have not previously been accepted by the Customer, the giving of instructions by the Customer to the Company to carry out services for the Customer shall be deemed to be an acceptance by the Customer of these Terms.

10.4 In the event of conflict between these Terms & the Customer's terms & conditions these Terms shall replace or prevail over the Customer's.



10.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision shall not be affected. Neither party shall assign or otherwise transfer all or any part of this.

10.6 Neither party shall assign or otherwise transfer all or any part of this agreement without prior written consent of the other party but this shall not prevent Core2Store from engaging sub-contractors or other third parties to carry out the services.

10.7 This agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the High Court in London.