TERMS & CONDITIONS OF SALE

Business-to-Business (B2B) | Website publication copy | Last updated: 5 October 2026

IMPORTANT - BUSINESS CUSTOMERS

These Terms apply to sales made wholly or mainly for business purposes. By placing an order, accepting a quotation or order acknowledgement, asking us to commence manufacture, or accepting delivery, the Buyer agrees to these Terms. If you are buying as a consumer, your statutory rights are not affected and separate consumer rules may apply.

Company: Tamper Technologies Limited (company no. 04406375), The Oaks, Moor Farm Road West, Airfield Industrial Estate, Ashbourne, Derbyshire, DE6 1HD, United Kingdom ("Company", "TamperTech", "we", "us").

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1. INTERPRETATION AND B2B SCOPE

In these Terms: "Buyer" means the person, firm or company purchasing Goods from the Company; "Contract" means the contract for sale incorporating these Terms; "Delivery Point" means the agreed place of delivery; "Design Reference" or "DR" means the written product specification, drawing, artwork proof or manufacturing reference approved for the Goods; "Goods" means the goods supplied under the Contract; "Incoterms" means Incoterms® 2020; "EPR" means extended producer responsibility; and "PPWR" means Regulation (EU) 2025/40 on packaging and packaging waste, as amended, supplemented or replaced.

These Terms are intended for business-to-business transactions. Nothing in them limits any right or liability that cannot lawfully be limited or excluded.

2. CONTRACT FORMATION AND ORDER PRECEDENCE

These Terms apply to all sales by the Company and exclude any terms the Buyer seeks to impose or incorporate unless an authorised officer of the Company expressly accepts them in writing.

Each order is an offer by the Buyer. A Contract arises only when the Company issues a written order acknowledgement, allocates an order confirmation/reference, commences manufacture at the Buyer's request, or dispatches the Goods, whichever occurs first.

If there is any inconsistency, the following order of precedence applies unless expressly agreed otherwise in writing: (1) a separately signed supply agreement; (2) the Company's written order acknowledgement and approved Design Reference; (3) these Terms; and (4) the Buyer's purchase order solely for commercial details such as quantity, price and delivery address.

Quotations are invitations to treat and are valid for 30 days unless stated otherwise or withdrawn earlier.

3. SPECIFICATIONS, ARTWORK AND APPROVALS

The Buyer must ensure that all order details, technical requirements, dimensions, application information, artwork, logos, text, numbering data, barcodes, QR codes, delivery details, EORI/VAT numbers and regulatory information supplied to the Company are complete and accurate.

The approved Design Reference and order acknowledgement are the controlling specification for bespoke Goods. Buyer approval of a proof or Design Reference constitutes approval of the spelling, layout, content, dimensions, colour references, security features, winding/orientation, numbering format and other features shown, subject to normal manufacturing tolerances.

Where the Buyer requests production before completing the Company's normal approval process, the Buyer assumes the risk of any discrepancy that a completed approval would reasonably have identified.

Colour references: Pantone, RAL, CMYK, RGB and physical colour references are targets unless a measurable tolerance is expressly agreed in writing. Ink, substrate, opacity, adhesive, lighting and production method can cause normal visual variation.

Variable data: The Buyer is responsible for the accuracy, completeness and uniqueness requirements of any numbering, database, barcode, QR or variable-data file supplied by or approved by it.

Regulatory claims: No product certification, food-contact status, pharmaceutical status, customs classification, recyclability claim, security classification or other regulatory claim is included unless expressly confirmed by the Company in writing for the specific Goods.

4. INTELLECTUAL PROPERTY, TOOLING AND CONFIDENTIAL KNOW-HOW

Where the Buyer supplies any logo, trade mark, artwork, design, text, image, brand asset or other material ("Customer Artwork"), the Buyer confirms that it owns, controls or has all rights and permissions necessary for the Company to use it for the Contract. The Buyer grants the Company a non-exclusive, royalty-free licence to reproduce, adapt for production, proof, print and otherwise use Customer Artwork solely to fulfil the Contract, including disclosure to print-plate, reprographics and production suppliers where reasonably necessary.

The Buyer warrants that such use will not infringe third-party rights and shall indemnify the Company against claims, losses, liabilities, damages and reasonable professional costs arising from breach of that warranty.

All Intellectual Property Rights in the Company's pre-existing materials, tamper-evident constructions, adhesives, security patterns, manufacturing methods, know-how, testing methods, product architecture, software, technical drawings and processes remain the Company's property.

Unless expressly agreed otherwise in writing, print plates, screens, dies, tooling, cylinders, jigs and production aids created or procured by the Company remain the Company's property even where the Buyer contributes to their cost.

The Buyer shall not use the Company's Confidential Information, non-public prototypes, samples, security constructions, drawings or technical information to reverse engineer, replicate, commission or procure a materially equivalent proprietary construction from a third party. This does not restrict lawful use of information independently developed without use of the Company's Confidential Information or information that is lawfully in the public domain.

5. SAMPLES, TESTING, APPLICATION SUITABILITY AND TAMPER-EVIDENT PERFORMANCE

Tamper-evident adhesive products interact with the actual substrate, surface finish, coatings, recycled content, surface energy, cleanliness, application pressure, dwell time, temperature, humidity, storage and handling conditions. The Buyer remains responsible for validating suitability on the actual application unless the Company expressly accepts a specific performance obligation in writing.

Any recommendation, sample, laboratory result, trial or approval applies only to the samples, substrate, surface treatment, application method and conditions evaluated. A result obtained on one carton, film, bag, coating, bottle, metal, glass, plastic or other surface is not a guarantee of identical performance on another.

The Buyer must notify the Company before production if it changes the substrate, board grade, coating, lacquer, varnish, grease barrier, additive, recycled content, ink, surface treatment, application equipment, line speed, application position, storage or environmental conditions from those used during testing or specification. Such a change may require re-testing and previous suitability assessments shall not automatically apply.

Tamper-evident, not tamper-proof: The Goods are designed to make interference visible and/or deter tampering. They are not represented or warranted to be impossible to remove, defeat or circumvent and do not constitute a physical lock or barrier.

Security outcome: The Company does not warrant that the Goods will prevent theft, unauthorised access, substitution, counterfeiting, fraud, product loss or other security events.

Samples: Free or evaluation samples are supplied for testing only and are not a warranty of volume-production performance under different conditions.

Special security features: Thermochromic, UV, water-fugitive, security-cut, transfer/non-transfer and similar features can be influenced by substrate, environment, dwell time and handling. The relevant Design Reference and product data sheet govern the supplied construction.

6. MANUFACTURE, TOLERANCES AND PRODUCT VARIATION

Descriptions, drawings, photographs, samples, catalogues, website content and advertising are illustrative unless expressly incorporated into the Company's written order acknowledgement or Design Reference.

Goods manufactured, printed, coated, laminated, converted, slit or rewound to order are subject to normal commercial and manufacturing tolerances. Unless a different tolerance is expressly agreed in writing, quantity variations of up to 10% above or below the ordered quantity may be supplied and invoiced pro rata.

Normal variation may occur between batches in shade, gloss, opacity, release, tack, peel, transfer appearance, print registration, cut position, roll build, core appearance and other characteristics where the Goods remain within the agreed specification and are fit for the expressly agreed purpose.

7. ORDER CHANGES, CANCELLATION AND CUSTOM GOODS

Bespoke, printed, numbered, converted or otherwise customised Goods are made specifically for the Buyer and cannot be cancelled, returned or changed after manufacture, material commitment or production preparation has commenced without the Company's written agreement.

If the Company agrees to a change or cancellation, the Buyer shall pay all reasonable costs and commitments incurred up to the effective date of the change/cancellation, including dedicated raw materials, printed or part-processed Goods, plates, tooling, set-up, external supplier charges, carriage and work in progress.

Any requested change may alter price and delivery date. The Company is not responsible for delay caused by late approvals, revised artwork, incomplete information or changes requested by the Buyer.

8. PRICE, TAXES AND PAYMENT

Unless otherwise agreed in writing, prices exclude VAT, sales/use taxes, import VAT, customs duties, carriage, insurance, brokerage, special packaging and other charges stated as additional. The applicable delivery term and any included charges will be stated in the order acknowledgement or invoice.

For long-term, call-off, blanket or scheduled supply arrangements, prices for future unconfirmed call-offs may be reviewed to reflect material, adhesive, ink, energy, freight, duty/tariff, exchange-rate, statutory or regulatory cost changes. Confirmed orders will not be repriced except for Buyer-requested changes, new taxes/duties or other charges arising after confirmation that are imposed by law and were not reasonably included in the agreed price.

Payment is due on the date stated on the invoice. Time for payment is of the essence. Payments shall be made in full without set-off, counterclaim, deduction or withholding except where required by law.

Late sums may bear statutory interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, or such other lawful contractual rate as is expressly stated in the order acknowledgement.

Where only part of an invoice is genuinely disputed, the undisputed amount remains payable on the due date.

9. DELIVERY, INCOTERMS AND CUSTOMER CO-OPERATION

Delivery shall be on the Incoterm and to the named place stated in the Company's order acknowledgement or invoice. Delivery dates are estimates unless expressly agreed in writing as fixed. The Company may make partial deliveries and each partial delivery may be invoiced separately.

The Buyer shall promptly provide all information, licences, authorisations, delivery bookings, importer details, EORI/VAT numbers and documents reasonably required for dispatch, export, customs clearance and delivery.

If delivery is delayed or prevented by the Buyer's failure to provide information, approve documentation, provide access or accept delivery, the Company may store the Goods at the Buyer's risk and charge reasonable storage, handling, redelivery and related costs.

Carriers, brokers and customs representatives engaged for delivery are independent third parties. The Company is not liable for their acts or omissions except to the extent the Company is legally responsible and such liability cannot lawfully be excluded.

10. EU DDP - CUSTOMS AND IMPORTER STATUS

Where the Company agrees DDP delivery to an EU destination, the Company may arrange and/or bear freight, customs brokerage, customs duty and agreed import-clearance costs as part of the commercial delivery service.

Unless the Company expressly agrees otherwise in writing and applicable law permits, the EU-established Buyer identified as the buyer/importer (or another EU-established importer expressly identified for the shipment) shall provide its legal name, EU EORI, VAT number and importer information for customs clearance and authorises use of those details by the appointed customs representative.

Payment or arrangement by the Company of freight, brokerage, customs duty or other DDP costs does not, by itself, constitute an agreement that the Company is the EU importer, customs declarant, indirect representative or person legally responsible for obligations that mandatory customs, tax, product or environmental law places on another party.

If a carrier or broker proposes a customs structure that differs from the order acknowledgement or would identify the Company as EU importer contrary to the agreed structure, the Buyer shall co-operate promptly with any corrected authorisation or importer instructions required to complete lawful clearance.

Any treatment of import VAT, postponed accounting, deferment, fiscal representation or local tax registration shall be as expressly agreed for the shipment and subject to applicable national law.

11. EU PACKAGING EPR / PPWR - DISTRIBUTOR AND RESELLER CUSTOMERS

For Goods supplied from the United Kingdom to an EU Buyer that purchases the Goods for further distribution or resale in the form supplied, the Buyer confirms that it is acting as a distributor/reseller and not as the end user of those Goods in the form supplied.

To the extent that PPWR or applicable national law treats the Buyer as the producer, importer, distributor or other obligated economic operator for packaging EPR, the Buyer accepts responsibility for the registrations, authorised-representative arrangements, producer-responsibility-organisation membership, reporting, data submission, fees, recycling/recovery financing and other EPR obligations that the law places on it in the market(s) where it makes the Goods or associated packaging available.

The Buyer shall provide reasonable evidence of its status/compliance on request and must notify the Company before ordering if the Goods are to be supplied directly by the Company to an end user, if the Buyer will not further distribute/resell the Goods in the form supplied, or if any fact may cause the Company to become the statutory producer.

Contractual allocation under this clause does not override mandatory legislation, and legal producer/importer status shall ultimately be determined by the applicable law and facts of the supply chain.

12. RISK AND TITLE

Risk passes in accordance with the agreed Incoterm or, if no Incoterm is stated, when the Goods are collected by the Buyer or its carrier from the Company's premises.

Title to the Goods does not pass until the Company has received in cleared funds all sums due for the Goods and all other sums then due from the Buyer to the Company.

Until title passes, the Buyer shall keep the Goods identifiable, properly stored, protected and insured and shall not remove identifying marks. The Buyer may resell Goods in the ordinary course of business as principal but may not pledge or charge them as security.

If payment becomes overdue or the Buyer becomes insolvent, the Company may, to the extent permitted by law, require return of Goods to which it retains title and the Buyer shall permit reasonable access to premises under its control for the purpose of identifying and recovering such Goods.

13. INSPECTION, CLAIMS, DEFECTS AND RETURNS

The Buyer shall inspect Goods promptly on receipt and before use, conversion, application or onward supply. Visible transit damage, shortage, incorrect supply or apparent defects must be notified in writing as soon as reasonably practicable and, wherever possible, within 5 Business Days of delivery and within any shorter carrier claim deadline notified by the Company.

Latent manufacturing defects must be notified promptly after discovery and before continued use could increase loss or obscure the cause. The Buyer shall preserve affected Goods, packaging, batch/DR references and representative samples and provide photographs, quantities, application details and other reasonable evidence requested by the Company.

The Buyer shall give the Company a reasonable opportunity to inspect and test affected Goods before they are disposed of, reworked, destroyed or returned, unless immediate action is required by law or to protect health or safety.

If a manufacturing defect is proven, the Company's obligation is, at its option and subject to applicable law, to repair, replace or credit/refund the affected Goods. The Company is not responsible for defects or failures caused by unsuitable substrate, incorrect application, misuse, unauthorised alteration, storage outside the recommended conditions, normal ageing/wear, Buyer-approved design/specification or failure to follow instructions.

Correctly supplied stock Goods may be returned only with the Company's prior written authorisation and in accordance with the Company's published Returns & Refunds policy. Customised Goods are not returnable merely because the Buyer changes its mind.

14. PRODUCT RECALL AND REGULATORY CO-OPERATION

The Buyer shall notify the Company promptly if it receives a regulator, authority, customer or market request relating to safety, withdrawal, recall, suspected non-compliance or alleged defect in the Goods.

Unless immediate action is required by law, health/safety or a competent authority, the Buyer shall give the Company a reasonable opportunity to investigate and participate in decisions concerning withdrawal, recall, customer notification and corrective action relating to the Goods.

The Company is not responsible for recall, withdrawal, rework, relabelling, repacking, customer penalties or similar costs to the extent they arise from the Buyer's product, packaging, substrate, application, storage, transport, unauthorised claims, changes after supply or other matters outside the Company's control.

15. WARRANTIES AND EXCLUSIONS

The Company warrants that, at the time risk passes, the Goods will materially conform to the approved Design Reference and any written specification expressly incorporated into the Contract, subject to normal tolerances and these Terms.

Except as expressly stated in the Contract and to the fullest extent permitted by law, all warranties, conditions and terms implied by statute, common law, course of dealing, trade usage or otherwise are excluded.

The Buyer is responsible for satisfying itself that the Goods are suitable for its intended application, process, legal market and downstream use unless the Company has expressly accepted responsibility for a particular disclosed purpose in writing.

Nothing in marketing material, conversations, samples, technical assistance or recommendations constitutes a warranty of a specific result unless expressly incorporated into the order acknowledgement or Design Reference.

16. LIMITATION OF LIABILITY

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession), or any other liability that cannot lawfully be excluded or limited.

Subject to the paragraph above and to the fullest extent permitted by law, the Company shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for any indirect or consequential loss, or for loss of profit, revenue, business, contracts, opportunity, goodwill, anticipated savings, management time or reputation.

To the fullest extent permitted by law, the Company shall also not be liable for costs of line stoppage, downtime, removal, application, rework, relabelling, repacking, destruction of the Buyer's or third-party goods, customer chargebacks, penalties, recall or market withdrawal, except to the extent the Company expressly accepted such liability in writing before the Contract was made or such exclusion is not reasonable or lawful in the circumstances.

Subject to the exclusions above, the Company's aggregate liability arising out of or in connection with a Contract shall not exceed 100% of the price paid or payable for the affected Goods under that Contract.

The Buyer shall take reasonable steps to mitigate any loss. No limitation applies to the Buyer's obligation to pay sums properly due to the Company.

17. CONFIDENTIALITY

Each party shall keep confidential and use only for the Contract any non-public commercial, technical or business information received from the other party, including pricing, samples, prototypes, product information, drawings, know-how, manufacturing methods, test data, security constructions, customer information and business plans ("Confidential Information").

Confidential Information may be disclosed only to employees, officers, professional advisers, carriers, customs representatives, contractors and production suppliers who need it for the Contract and are subject to appropriate confidentiality obligations, or where disclosure is required by law.

This obligation does not apply to information that the recipient can show was lawfully known without restriction, independently developed, received lawfully from a third party without duty of confidence, or becomes public other than through breach.

Confidentiality obligations continue for 5 years after the relevant Contract or commercial relationship ends. Trade secrets and proprietary manufacturing know-how remain protected for so long as they remain confidential in law.

18. DISTRIBUTORS, RESELLERS, NO AGENCY AND NO EXCLUSIVITY

Unless a separate written agreement signed by an authorised officer of the Company expressly states otherwise, appointment as a customer, distributor or reseller is non-exclusive and does not grant any territory, customer, sector or account exclusivity.

The Buyer acts as an independent principal and has no authority to bind the Company, accept liability for the Company, make warranties on the Company's behalf or represent itself as the Company's agent, partner, franchisee or legal representative.

A reseller must not alter Company technical data, certificates or product claims or make regulatory, environmental, sustainability, security-performance or compliance claims beyond those expressly supported by current Company documentation for the relevant Goods.

The Buyer remains responsible for its own resale prices, downstream contracts, customer support obligations and compliance with competition, product, consumer and market rules applicable to its resale activities.

19. COMPLIANCE, SANCTIONS AND EXPORT CONTROLS

Each party shall comply with laws applicable to its own performance under the Contract. The Buyer is responsible for licences, registrations and approvals required for its import, resale, application, downstream supply and use of the Goods unless expressly agreed otherwise.

The Company will not knowingly supply Goods for prohibited delivery, use or diversion in breach of applicable UK, UN or other mandatory trade, financial or export-control sanctions applying to the Company or transaction.

The Buyer shall not sell, export, re-export, transfer, divert or make the Goods available in circumstances that would cause the Company or the transaction to breach applicable sanctions or export-control law. The Buyer shall conduct reasonable destination/customer/end-use due diligence and promptly provide information reasonably requested for compliance checks.

The Company may suspend, refuse dispatch, stop a shipment where practicable or cancel an order without liability for resulting delay where it reasonably considers that sanctions, diversion, export-control or legal-compliance risk exists.

20. DATA PROTECTION

The Company may process business contact, order, account, delivery, customs, technical and compliance information for quotations, orders, credit control, manufacturing, delivery, customs, regulatory compliance, customer administration and legitimate business purposes in accordance with applicable data-protection law.

Where the Buyer supplies personal data for numbering, delivery, contact or other purposes, the Buyer confirms that it has a lawful basis to provide that data and shall not supply special-category or unnecessary personal data unless specifically agreed.

21. FORCE MAJEURE

The Company may suspend, delay, reduce or cancel performance to the extent prevented or materially hindered by events beyond its reasonable control, including war, terrorism, civil disturbance, epidemic/pandemic, fire, flood, severe weather, government action, sanctions/export-control changes, strikes, carrier or port disruption, energy interruption, machinery failure not caused by lack of reasonable maintenance, cyber incident, or shortage/non-performance of raw-material suppliers or subcontractors.

The Company will use reasonable efforts to mitigate the effect. If the event continues for more than 60 days, either party may terminate the affected undelivered portion by written notice, subject to payment for Goods already completed and reasonable committed costs for custom Goods.

22. SUSPENSION AND TERMINATION

The Company may suspend manufacture, dispatch, credit terms or further supply immediately if any invoice is overdue, the Buyer exceeds an agreed credit limit, the Buyer fails to provide required approvals/information, the Company reasonably believes the Buyer may be unable to pay its debts, or a compliance/sanctions risk arises.

The Company may require payment in advance or satisfactory security before resuming supply.

Either party may terminate a Contract for a material breach that, if capable of remedy, is not remedied within a reasonable period after written notice. The Company may terminate immediately on the Buyer's insolvency, cessation/threatened cessation of business or material deterioration in financial position where lawful.

Termination does not affect accrued rights. The Buyer shall immediately pay all sums due and all reasonable committed costs for bespoke Goods or work in progress that the Buyer is obliged to bear under these Terms.

23. GENERAL

Entire agreement and non-reliance. The Contract constitutes the entire agreement between the parties concerning its subject matter and supersedes previous statements, discussions and assurances. Each party acknowledges that it has not relied on any statement not set out in the Contract. Nothing in this clause limits liability for fraudulent misrepresentation.

No waiver. A delay or failure to exercise a right is not a waiver. A waiver is effective only for the specific circumstance for which it is given.

Variation. No variation is effective unless agreed in writing by an authorised representative of the Company, except that the Company may update these website Terms for future Contracts. The version incorporated into an existing Contract remains applicable to that Contract unless the parties agree otherwise.

Severance. If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary or, if that is not possible, severed; the remainder continues in force.

Assignment and subcontracting. The Buyer may not assign or transfer a Contract without the Company's prior written consent. The Company may subcontract performance and may assign/transfer a Contract as part of a bona fide group reorganisation, financing or sale of all or a substantial part of its business, provided this does not materially reduce the Buyer's rights.

Third-party rights. No person other than the parties has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce a term unless expressly stated.

Survival. Clauses concerning payment, title, intellectual property, confidentiality, liability, governing law and any provision intended by its nature to survive shall continue after completion or termination.

24. NOTICES

Formal contractual notices must be in writing and delivered by hand, prepaid post/courier or email to the registered office or designated contract contact most recently notified by the relevant party. Email notices are deemed received when transmitted without delivery failure during normal UK business hours, otherwise on the next UK Business Day. This clause does not govern service of legal proceedings.

25. GOVERNING LAW AND JURISDICTION

These Terms, each Contract and any non-contractual dispute or claim arising out of or in connection with them are governed by the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Questions about these Terms?

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Website: www.tampertech.com | Terms: tampertech.com/terms-and-conditions/