

BARCODE SOLUTIONS

Barcode Solutions (Europe) Ltd,
Faraday House,
Wolfreton Drive,
Anlaby,
HU10 7BY

Tel: 01482 650596

Fax: 01482 654924

CREDIT APPLICATION:

Full Company Name: _____

Full Postal Address: _____

Tel Number: _____ Fax Number: _____

VAT Reg. No: _____ Date Established: _____

Co Reg No: _____

Annual Turnover: _____ Accounts Contact: _____

Accounts Year End: _____ Purchasing Contact: _____

Estimated amount of credit required per month: _____

Have you traded with us before: _____

If, yes give account number: _____

Full name(s) of principal/partners if not Limited Company:

_____ _____

_____ _____

Bank Details

Bank Name: _____

Bank Address: _____

Sort Code: _____ Account Number: _____

PLEASE SUPPLY TWO TRADE REFERENCES

1. FULL COMPANY NAME: _____

Address: _____

Telephone No: _____ Fax: _____

Credit Limit held with Company: _____

2. FULL COMPANY NAME: _____

Address: _____

Telephone No: _____ Fax: _____

Credit Limit held with Company: _____

THIS FORM MUST BE SIGNED BY AN AUTHORISED SIGNATORY AND ACCOMPANIED BY A COMPANY LETTERHEAD.

WE HEREBY ACCEPT THE TERMS AND CONDITIONS AND AGREE TO ADHERE TO THEM AS STATED. IN PARTICULAR WE NOTE YOUR STANDARD PAYMENT TERMS ARE 30 DAYS FROM INVOICE DATE.

SIGNED: _____ PRINT NAME: _____

POSITION: _____ DATE: _____

PLEASE COMPLETE THIS FORM IN FULL AND FAX TO: 01482 654924 or Email to

accounts@barcodesolutions.co.uk

Barcode Solutions (Europe) Ltd Conditions of Sale

Goods are sold and work is undertaken upon the following conditions:

The "Seller" means Barcode Solutions (Europe) Ltd

The Buyer means the goods specified overleaf or in any other documents to which these are made to apply.

1. Acceptance.

These conditions shall prevail over any conditions contained in the Buyer's Purchase Order or in correspondence or elsewhere. Any term or condition not included in these conditions of Sale shall be without effect unless it has been expressly confirmed in writing by the Seller.

2. Delivery.

- a) Unless otherwise stated, carriage and packing are charged extra. A standard carriage and packing charge at the current prevailing rates is applied. Special deliveries are charged to the buyer at cost. Overseas deliveries costs will be charged to the buyer in full.
- b) Why the seller will take all reasonable steps to deliver the goods within the delivery period, the seller accepts no responsibility for failure to do so.
- c) The Seller reserves the right to deliver in more than one shipment at its discretion.
- d) Notwithstanding the provisions of condition 4, the goods shall be at the buyers risk from the time of delivery to him or any agent or carrier acting on his behalf.

3. Payment.

- a) All accounts are strictly cash with order except where a credit account is authorised in writing by the seller, all credit accounts are due within 30 days of invoice date unless other terms are agreed.
- b) The seller reserves the right to suspend all deliveries where payment is not received in accordance with paragraph (a) of this clause, or in accordance with any other alternative arrangement which shall be agreed in writing between the two parties, in such an event any agreed period is cancelled and all monies owed to the seller by the buyer become immediately due and payable on demand.
- c) The seller also reserves the right to withdraw the credit term in paragraph (a) of this clause and substitute cash with order terms.
- d) Prices do not include VAT.
- e) It is a pre-condition of any claim against the seller that the buyer shall have complied in full with the terms of payment and other obligations under these conditions.

4. Transfer of Property.

The seller reserves in accordance with section 19 of the Sale of Goods Act, the right of disposal of and retains the right and title to any goods delivered to the buyer under any agreement for sale until either:

- a) The time of receipt by the seller (a) all sums payable thereof (whether such sums are due on delivery or are the subject of any credit agreed or granted for any period thereafter), and
- b) Any other sums due from the buyer at the date of delivery on any other account; or ii) If the buyer incorporates the goods in other goods in the ordinary course of manufacture, until the time of such incorporation whichever these two times is the earlier. Until such payment or any such incorporation, the buyer shall hold or store the goods as Bailee for and on behalf of the seller and in such a place and way that the goods are clearly and readily identifiable as the seller's property and shall deliver them up to the seller forthwith upon the seller's request made at any time after delivery. Any such request by the seller shall have the effect of bringing to and end the agreement for the sale of the goods to the buyer (without prejudice to the seller's right to claim damages from the buyer for any breach of the agreement for sale prior to such request). Prior to payment as aforesaid and prior to any such request as aforesaid:
- c) The buyer shall entitled to incorporate to incorporate the goods in other goods in the ordinary course of manufacture, but shall not otherwise have any right to use the goods, and ii) The buyer shall have not any right to dispose of the goods (in circumstances where they have not been incorporated in other goods pursuant to (i) except as agent for and on behalf of the seller, and any such disposal of the goods for and on behalf of the seller shall bring the agreement for the sale to the buyer to an end and the buyer shall receive and keep separate and hold all rights to the whole proceeds thereof as agent on behalf of and for the sole account of the seller.

5. Guarantee.

- a) The seller guarantees to the buyer that the goods will be free from defects caused by faulty materials or poor workmanship for the period of one year from the date of delivery. With respect to software programmes, the seller does not warrant the intellectual contents to be free from errors. Under this guarantee the seller will, at its option, either repair or give as replacement of equivalent quality ("refurbished") or issue credit to the buyer for any goods found to be defective by reason of faulty maintenance or poor workmanship provided that:
 - i) The seller is notified in writing within 7 days of the discovery on any such defects by the buyer and in any event not later than one month from the date of delivery;
 - ii) the defective goods are returned to the seller, transportation charges are being prepaid by the buyer;
 - iii) examination by the seller of such goods shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage, installation or handling, or by repair or alteration not effected by seller; and if the buyer shall pay to the seller the cost (as certified by the seller) of any examination of such goods as a result of which the seller does not admit liability b) The guarantee does not extend to:
 - iv) expendable or consumable material; and ii) any goods or parts thereof supplied by not manufactured by the seller, but the seller will, so far as possible, pass to the buyer the benefit of any guarantee given to the seller by the manufacturer thereof.
- b) IN THE CASE OF A CONSUMER TRANSACTION THIS CONDITION 5 SHALL NOT AFFECT THE STATUTORY RIGHT OF THE BUYER'S DEFINED IN THE CONSUMER TRANSACTIONS (RESTRICTION OF STATEMENTS) ORDER 1976 (AS AMENDED).

6. Exclusion of Liability.

- a) Save as expressly provided in condition 5, the seller shall be under no liability of whatsoever kind howsoever caused whether or not due to the negligence or wilful default of the seller or its servants or agents arising out of or in connection with the goods. All conditions warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded provided that nothing in this paragraph shall exclude or restrict any liability of the seller for death or personal injury resulting from the negligence of the seller or its servants or agents.
- b) if it should be held in relation to any claim that paragraph (a) above is not effective the buyer shall not be entitled to reject the goods and any damages, recovered by the buyer shall be limited to the reasonable cost of remedying the breach of contract provided that the seller shall first be offered the opportunity to its self carrying out such remedial work.
- c) Except where the contract is an international supply contract having the characteristics specified in Section 26 of the unfair contract terms act 1977 nothing contained in this condition shall exclude or restrict:
- d) any liability of the seller for breach of its implied undertakings as to title, and ii) where the buyer deals as consumer within the meaning of the Unfair Contract Terms Act 1977, any liability of the seller for breach of its implied undertakings as to conformity of the goods with description or sample or as to their quality fitness for a particular purpose.

7. Loss or Damage in Transit

The seller will refund the cost of, or at its discretion repair or replace free of charge, any of the goods proved to the seller's satisfaction to have been lost or damaged in transit up to the moment of delivery provided that:

- i) the seller has contacted with the carrier to deliver the goods to the buyer, and ii) within three days of receipt of goods in the case of damage or within seven days of receipt of invoice in the case of loss the buyer notifies both the seller and the carrier in writing of the occurrence of the damage or loss and its nature and extent

8. Force Majeure.

The seller shall have no liability in respect of failure deliver or perform of delay in delivering or performing any obligations under this contract due to any cause of whatever nature outside the reasonable control of the seller including but not limited to civil commotion's, strikes, lockouts, war, fire accidents, force majeure and causes arising from the acts or omissions of the buyer.

9. Price Variation.

- a) Manufacturers current list prices are always charged, unless specifically negotiated. The seller reserves the right without notice to alter the price of goods and to correct errors and omissions of the buyer
- b) Unless otherwise stated prices are for a single consignment to a single address.
- c) Where the buyer requests items to be supplied with release certificates the seller reserves the right to make an extra charge for providing such certificates.
- d) Where the agreed call offs are not adhered to by the buyer, the seller reserves the right to amend the price structure in accordance with the quantities delivered.

10. Cancellation And Amendment of orders.

- a) No amendment or cancellation of any order will be accepted unless received by the seller in writing at least 60 days before the delivery date notified by the seller to the buyer.
- b) Notwithstanding the provision of 10 (a) above no cancellation or amendment of any order will be accepted where goods have been ordered or purchased by the seller to meet the buyer's requirements or where a special price has been negotiated with the buyer.

11. Returned Goods.

a) Save under 5 (a) ii:

- i) No goods may be returned to the seller without the previous consent in writing of the seller. Software may not be returned.
- ii) A charge of 20% of invoice value will be levied on goods returned, with a minimum charge of 5.00, where the goods are not faulty.
- iii) Returned goods will not be accepted by the seller if they have been incorporated into a circuit or otherwise used.
- iv) Returned goods must be in the same condition as when sold. b) All costs of returning any goods shall be borne by the buyer.

v) All goods must be received by the seller within 30 days of the original delivery date.

vi) All returned goods must be accompanied by the original seller's packing note together with the full reason for returning the goods.

c) THIS CONDITION SHALL NOT AFFECT THE STATUTORY RIGHTS OF THE BUYER AS DEFINED IN ENGLISH LAW. NEITHER SHALL IT EFFECT ANY MANUFACTURER'S GUARANTEE PASSED ON BY THE SELLER TO THE BUYER.

12. Specification and Finish

Goods are supplied to the manufacturers standard specifications and of their current standard finish.

13. Origin of Goods.

Unless otherwise confirmed, nothing in this document is to be taken as a representation of the source of origin of manufacture or production of the goods or any part thereof.

14. Patent Rights.

The sale of any goods and the publication of any information or technical data relating to such goods does not imply freedom from patent or other protective rights and the seller accepts no liability for infringement of such rights.

15. Schedule Orders.

Orders can be accepted for scheduled delivery when the value of each shipment exceeds 100

16. Telephone Orders.

Orders can be accepted by telephone only if official order no. is confirmed in writing, the buyer must mark such written orders with any confirmation reference given by the seller when the order was accepted on the telephone. Otherwise the seller cannot accept liability for any duplication of delivery that may occur.

17. Minimum Orders.

Goods are supplied only in multiples quoted and are subject to a minimum order value of 100.

18. Quotations.

Quotations are valid for 30 days subject to paragraph (a) of clause 9 above.

19. Law.

The quotation and any contract that shall result there from shall be governed in all respects by the internal Law of England and the parties hereby irrevocably submit to the jurisdiction of the English Courts.

20. Sub-Contracting.

The seller reserves the right to sub-contract at its discretion any part of the work or the supply of any goods for which the seller provides a quotation.

21. Variation of Terms

These conditions are subject to any express conditions written by the seller on the face hereof.

22. Life Support Equipment, Device or Systems.

Products sold are not designed for life support equipment, devices or systems where malfunction of such products can reasonably be expected to result in a personal injury, the sellers customers using or selling such products for use in life support equipment, device or systems do so at their own risk and agree to fully indemnify the seller and the manufacturer of such product for any damages and costs whatever nature for which the seller and/or the manufacturer are liable resulting from such use of sale.

23. Patent, Copyright or Trade Mark

In respect of products supplied by the seller to the buyer in accordance to the buyers designs, specifications or instructions.

- i) The buyer shall hold the seller harmless against any expense or loss and will and will defend at its own costs any action brought against the seller based upon the claim that the products constitute an infringement of any patent, copyright or trade mark or the misuse of confidential information.
- ii) The buyer acknowledges that the supply of products by the seller does not convey any patent copyright or trademark license or other consent by implication estoppel or otherwise permitting the use of the same for any purpose.
- iii) If the products become or in the reasonable opinion of the seller may become the subject of a claim for infringement of any patent, copyright or trade mark or misuse of confidential information the seller may, at its option, on giving written notice to the buyer.
 - (a) Cancel the contract for the supply of the products to the buyer without further liability to the buyer, or
 - (b) Require the buyer at the buyer's cost to take such steps as the seller may reasonably require to enable the seller to supply the products free of such liability.