

TERMS AND CONDITIONS OF SALE

IMPORTANT: EACH TERM SHOULD BE READ CAREFULLY. THESE TERMS STRICTLY LIMIT OR DEFINE THE PARTIES' OBLIGATIONS.

Introduction

1. These terms and conditions of sale ("terms") comprise all the terms of the contract between the buyer named in our quotation ("you") and B.I.G (UK) Limited (reg no:03595136, a trading division of Brady Corporation Limited) ("us") for the goods and/or services described in our quotation ("goods"). If you accept our quotation, or accept or use the goods, you shall be deemed to accept these terms, despite anything to the contrary in your order. Your conditions of purchase (if any) shall not apply to this contract. No variation of, or addition to, these terms shall take effect unless agreed by the parties in writing.

Orders

2. Unless you give us prior written notice to the contrary, the person placing or signing the order on your behalf will be deemed to be authorised to do so.
3. We reserve the right to refuse any order, including any order made in response to our quotation. Written quotations are based on costs ruling on the date of the quotation and, whilst generally valid for 30 days, are subject to change without notice.
4. If the specification in your order differs from that on which our quotation was based, we may vary or withdraw our quotation.
5. Orders may not be cancelled after acceptance without our written agreement. Prior to acceptance, cancellation of orders must be given in writing. You will reimburse us for any costs incurred or committed up to the point of cancellation.

Copy

6. You are responsible for checking all copy supplied to us (whether verbally, in writing or on electronic media) and any proof copy we may send to you for checking, and you warrant that all copy is accurate, does not infringe any copyright, moral rights or other rights of any other person, and does not contain any defamatory or otherwise unlawful material. We may refuse to print any matter which in our opinion is in breach of this clause.
7. If you make alterations at proof stage, we may charge for extra work. When style, type or layout is left to our judgment and you subsequently require changes, we may charge for extra work.
8. Plates, films and other items (other than the goods) made by us or on our behalf shall remain our property. Where we design or provide artwork for any item, copyright and other rights in such design, artwork and item shall remain with us. Where we design or provide artwork for any goods at your request and you do not order the goods from us, we may charge you for any work done at our commercial charging rates.

Delivery

9. All contracts are made on the condition that delivery is "ex works" from our premises. Where we agree to arrange delivery to your premises (a) you will pay our standard packing and delivery charges in addition to the agreed price for the goods, and (b) we shall not be liable for any loss or damage in transit. If you require us to arrange insurance on your behalf against loss or damage in transit you must confirm this in writing at the time of making the order and you will reimburse us in addition for the cost of such insurance. If expedited delivery is agreed, an extra charge may be made to cover any overtime or other additional costs incurred.
10. We may deliver in instalments and invoice for each instalment.
11. Exact quantities of orders cannot be guaranteed and deliveries are subject to tolerances of up to plus or minus 10%. Overs, up to a maximum of 10%, will be charged.
12. Delivery times which are quoted are target times only. We reserve the right to vary delivery times and we accept no liability for failure to comply with quoted delivery times.
13. If work is suspended at your request or because of your default for a period of 30 days, we may invoice you for work already carried out, materials specially ordered and other additional costs including storage.
14. We shall not be responsible for any discrepancies in delivery or defects in the goods unless they are notified promptly to us in writing as soon as you become aware of them. If you fail to notify us promptly you will be deemed to have accepted the goods. In any event we shall not be liable for any discrepancies in delivery which are not notified within 10 days of delivery. Goods may not be rejected after they have been used or once they are no longer in the condition in which they were delivered.

Storage

15. Whilst we will endeavour to take all reasonable care of materials provided by you and held at our premises, they are held at your risk and it is your responsibility to insure such materials against all loss and damage (including damage to other property caused by such materials). This condition applies irrespective of whether we provide free storage or make a charge for storage.
16. If you fail to give us appropriate delivery instructions within 14 days of our notifying you that the goods are ready for delivery, we may arrange storage of the goods on your behalf. Upon storage, the goods shall be deemed to have been delivered to you, all risk in the goods shall pass to you, and (in addition to your liability to pay the price for the goods) you will pay our storage charges within 14 days of submission of an invoice. If you do not collect any goods (including any materials provided by you to us) within 12 months of completion of the contract, we may dispose of or destroy such goods and materials without accounting to you.

Payment terms

17. All prices are quoted exclusive of Value Added Tax which, where applicable, will be charged in addition to the price quoted.
18. Invoices are due for payment within 30 days of their date. We reserve the right to demand payment in advance on any order.
19. Interest shall be charged on outstanding balances at the rate of 8.0% over base rate of the Bank of England from time to time in accordance with the Late Payment of Debts Act.
20. Without prejudice to any other remedy, we reserve the right to refuse to complete orders and/or deliver goods if you have failed to make all payments due to us under that or any other contract.
21. The goods in any consignment shall remain our property, even after delivery, until you have paid us for them in full. Even though title to the goods has not passed to you, we shall be entitled to sue for their price once payment has become due.

Use of Software and Other Materials

22. Where we supply software to you, you are responsible for (a) checking the software for viruses, and (b) ensuring that the software is compatible with your other software and equipment. We can accept no liability for any such viruses or incompatibility.
23. Where we supply materials for printing on your printer(s), you are responsible for ensuring that such materials are suitable for use with your make and brand of printer. We can accept no liability for any incompatibility between such materials and your printer, including without limitation liability for loss or damage caused by materials jamming or being damaged in, or damaging, incompatible printers.

Defects and liability

24. We will make good, by repair or by the supply of a replacement, defects which, under proper use, appear in the goods within a period of 6 calendar months after the goods have been delivered, and arise solely from faulty design, materials or workmanship; provided always that (a) defective parts have been returned to us if we shall have so required, and (b) you shall have promptly notified us of such defects as soon as you became aware of them. We shall refund the cost of carriage on such returned parts and the repaired or new parts will be delivered free of charge. This clause shall not apply to any goods which are used after a defect has been discovered.
25. Our liability under clause 24 above shall be in lieu of any warranty or condition implied by law as to the quality or condition of the goods, and save as provided in that clause we shall not be under any liability, whether in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever in respect of defects in goods delivered or for any injury (other than personal injury caused by our negligence as defined in section 1 of the Unfair Contract Terms Act 1977), damage or loss resulting from such defects or from any work done in connection therewith.
26. We shall not be liable for any delay or failure in performance caused by circumstances beyond our reasonable control, including without limitation any labour disputes or failure of supplies.
27. In no circumstances shall we be liable, whether in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues or anticipated savings, or (b) for any special, indirect or consequential damage of any nature whatsoever.
28. Except where a claim arises directly and foreseeably from our negligence or breach of contract, you will indemnify and hold harmless both us and our affiliates, and our respective principals, officers, employees, agents and

representatives (the "indemnitees") against all claims which may be asserted against or suffered by any of the indemnitees and which relate to the manufacture, distribution, publication, copying, sale, supply or use of any goods. For the purposes of this clause, "claims" shall mean all demands, claims and liability (whether criminal, civil, in contract tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever.

29. Nothing herein contained shall operate to exclude any warranty or condition implied by statute in the event of the Buyer dealing as a "consumer" as defined by Section 12 of the Unfair Contract Terms Act 1977. In such a case the Buyer's statutory rights are unaffected by these Terms and Conditions.

Intellectual Property

30. The copyright subsisting or which subsequently subsists in all documents, drawings, specifications, designs, programmes or any other material prepared by us whether readable by humans or by machines in respect of the goods or work shall belong to us absolutely and they shall not be reproduced or disclosed or used in its original or translated form by you without our written consent for any purpose other than that for which they were furnished.
31. Notwithstanding any implied warranty or condition as to title or otherwise in relation to the goods supplied hereunder, we shall not be liable to indemnify you in respect of any claim made or threatened against you by a third party whether by legal proceedings or otherwise based on a right claimed under letters, patent, trade-mark, copyright (whether registered as a design or not) or breach of confidence unless:
 - 31.1 we shall have been promptly notified of the claim or threat and no admissions shall have been made by you such as would prejudice the defence of any such claim or threat; and
 - 31.2 the goods shall have been designed by us or made to our design and in any event our liability shall be limited to damages and costs awarded by a court of competent jurisdiction in proceedings conducted in accordance with our wishes or such sum as may be paid in compromise of such proceedings with our assent.
32. You shall indemnify us against any and all liabilities, claims and costs incurred by or made against us as a direct or indirect result of carrying out any work required to be done on or to the goods in accordance with your requirements or specifications involving any infringement or alleged infringement of any rights of any third party.
33. All tools, negatives and plates are and will remain at all times our property. Any tools, negatives and plates will be maintained free of charge by us while being used in production and for a period of 24 (twenty-four) months following the date of last use. Following the expiry of this period these items will be destroyed unless specific written arrangements are made.

General

34. The validity, construction and performance of this contract shall be governed by English law and the parties submit to the jurisdiction of the English courts.
35. For the purposes of the Contracts (Right of Third Parties) Act 1999, [and notwithstanding any other provision of this Agreement,] this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.
36. We retain a general lien on any of your goods in our possession for any unpaid balance you may owe to us.
37. Any notice to be served under these Conditions may be given orally in person or by telephone but must be confirmed in writing as soon as possible and in any event within 24 hours to the intended recipient either:- within the United Kingdom by prepaid first class post (when it will be deemed served at noon on the first working day after it was posted); or by facsimile transmission or electronic mail between the hours of 9.00 a.m. and 3.00 p.m. on a working day, (when it will be deemed served twelve hours after it was transmitted); or by personal delivery (when it will be deemed served when it is delivered).

38. The address for service of notices shall be the party's address as shown in these Conditions or as subsequently notified in writing.
39. Our waiver of any breach of any term hereof shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
40. Should one clause hereof be invalid the provisions of the remainder hereof shall not be affected and in such case the parties hereto shall co-operate to agree replacement terms which are legally valid in order to achieve as nearly as possible the original intentions of the parties particularly regarding the economic effect of such clause.

B I G ADMIN CONDITIONS

41. If you have entered into a BIG Admin System contract by the acceptance of our BIG Admin System quotation ("Admin Contract") then this clause 41 shall also apply.
 - 41.1 We will prepare a standard template for the goods you have ordered. Changes to the agreed template may only be made with our agreement and may involve extra charges.
 - 41.2 The price of the goods described in our quotation (the "Total Price") will be payable in accordance with clauses 41.5 and 41.6 below.
 - 41.3 During the Order Period we shall accept orders for the goods from you, which stipulate the name, title and contract details of the individual for whom the set or sets ordered are required and we will produce and deliver them to you within 5 working days of proof approved in the form of the agreed template. Orders will not be accepted for the goods after the Order Period.
 - 41.4 If you request delivery of goods, other than as specified in the Admin Contract, then you will pay our standard packing and delivery charges in addition to the agreed price for the goods under the Admin Contract.
 - 41.5 We will invoice you at the end of each month of the Order Period for all Products ordered by you during that month.
 - 41.6 In the event that at the end of the last month of the Order Period you have not ordered all of the Products, we will then invoice you with the balance of the total Price.

B I G CALL OFF CONDITIONS

42. If you have entered into a BIG Call Off Contract by the acceptance of our BIG Call Off System quotation ("Call Off Contract") then this clause 42 shall also apply.
 - 42.1 We will prepare a standard template for the goods you have ordered. Changes to the agreed template may only be made with our agreement and may involve extra charges.
 - 42.2 You agree to order the total number of products specified in our quotation, based on the agreed template, and to take delivery of that number in one or more batches, within 18 months of the commencement date specified in our quotation. Orders will not be accepted after that period.
 - 42.3 During the 18 month period we shall accept orders for goods from you, which stipulate the name, title and contract details of the individual for whom the goods ordered are required and we will produce and deliver these to you within 5 working days of proof approved in the form of the agreed template.
 - 42.4 We will invoice you for all the goods described in the quotation (the "total price") on your acceptance of our quotation payable within 14 days of its date. The amount will be non-refundable, irrespective of the number of products ordered during that 18 month period.

Ethics Policy

At Brady, we are committed to ethical and legal conduct that is compliant with all relevant laws and regulations and to correcting wrongdoing wherever it may occur in the Organisation. All Brady employees will endeavour to deal fairly and in good faith with Brady customers, shareholders, employees, suppliers, regulators, business partners, competitors and others. No Brady employee may take advantage of anyone through manipulation, concealment, abuse of privileged or confidential information, misrepresentation, fraudulent behaviour or any other unfair dealing practice. Our Company Ethics Policy which all Brady employees are expected to adhere to, can be obtained from the Brady Corporation website at www.bradycorp.com, the Corporate Governance tab, Ethics Guide.

If you feel you have been treated unfairly in any way or that a Brady employee has acted unethically, please call our free confidential 24 hour Hotline on **0800 89 0011** (from the UK). When you hear the prompt, please then dial 1 877 781 9309. You can also visit the Brady Ethics website at www.bradyetics.com for the anonymous submission of ethics violations. Brady is committed to investigate all reported concerns promptly and confidentially to the extent possible.

IMPORTANT

If you have difficulty in reading these Conditions, a full sized set is available from the Seller on request.