

TERMS AND CONDITIONS OF CONTRACT

By placing an order with The Barcode Warehouse Limited you are accepting these terms and conditions.
Your existing statutory rights are not affected by these conditions.

1. Definitions

- 1.1 The "seller" means the Barcode Warehouse Limited.
1.2 The "buyer" means any person who accepts a quotation for goods by the seller or whose order for goods is accepted by the seller.
1.3 "goods" means any goods which the seller is to supply to the buyer.
1.4 "conditions" means the terms and conditions set out herein and any special or additional conditions agreed in writing by the seller.
1.5 "writing" includes by mail, facsimile transmission or email.

2. Conditions

- 2.1 These conditions apply to all contracts for sale of goods by the seller to the buyer and shall be deemed to supersede and exclude all other terms and conditions including any which the buyer may seek to apply under any purchase order, confirmation of order, or similar document.
2.2 No variation or addition to these terms and conditions shall be effective unless agreed in writing by a duly authorised officer of the seller.
2.3 No employee or agent of the seller is authorised to make any representations concerning goods on the seller's behalf unless such representations are confirmed in writing by the seller and any representations made without the written confirmation of the seller may not be relied upon in connection with any contract.
2.4 Until despatch of goods by the seller of goods to the buyer or the buyer's acceptance in writing of any quotation of the seller (whichever shall first occur) no contract for the sale of goods shall arise.
2.5 The seller shall be at liberty to correct without any liability on the seller's part and without prior notification any error or omission in any sales literature, price list, acceptance of offer, quotation, invoice, or other document issued by the seller.
2.6 On the buyer accepting delivery of the goods such acceptance shall be deemed as acceptance of these conditions.

3. Prices

- 3.1 The price for the goods shall be that on the seller's current price list unless otherwise agreed in writing by the seller.
3.2.1 All prices are exclusive of VAT and charges for postage, packaging and carriage, all of which shall be paid in addition.

4. Payment

- 4.1 The seller is prepared to consider applications for credit accounts from corporate customers subject to approved references.
4.2 Non-credit account buyers must make payment in full of any invoice before despatch of goods.
4.3 Payment may be made by cash, cheque, credit or debit card.
4.4 Buyers with credit accounts must make payment in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice unless otherwise agreed in writing by the seller.

5. Interest on Overdue Invoices

- 5.1 If any invoice shall become overdue for payment interest shall be payable at 2% per annum above Barclays Bank plc base rate from time to time from the date the payment became due under the invoice until the date of payment. Such interest shall accrue both before and after any Judgment.

6. Delivery

- 6.1 The seller will take all reasonable steps to keep to any estimated delivery date but time shall not be of the essence. The seller shall not be liable for any losses consequential or otherwise arising directly or indirectly out of any failure to meet an estimated delivery date. The seller reserves the right to make delivery in advance of the quoted delivery date on giving reasonable notice to the buyer.
6.2 Unless otherwise agreed in writing deliveries may take place at the buyer's premises up until 6.00 p.m. on the date of delivery. In the event of the buyer not accepting delivery on the delivery date the first attempt at delivery is to be considered as the delivery date for the purpose of invoicing.
6.3 The seller shall make delivery of the goods to the buyer's address and the buyer shall make arrangements to take delivery of the goods at that address upon the same being tendered for delivery.
6.4 The method of despatch of all goods shall be at the seller's absolute discretion.

7. Ownership and Risk

- 7.1 Upon delivery of the goods to the buyer or upon the goods being retained at the seller's premises at the buyer's request the risk in the goods shall pass to the buyer.
7.2 Title to the good shall remain vested in the seller until the invoice for the goods has been paid in full.
7.3 The buyer shall hold the goods as the seller's fiduciary agent and bailee until such time as title to the goods passes to the buyer and shall keep the goods properly stored and protected and insured and identified as the seller's property.
7.4 Whilst the purchase price for any goods delivered to the buyer shall remain overdue for payment either wholly or in part without prejudice to any of its other rights the seller may

recover and/or resell the goods or any of them and may enter on the buyer's premises by its servants or agents to recover the goods and shall be entitled to recover from the buyer any costs incurred in connection with such recovery.

- 7.5 Until payment for any goods has been made in full the buyer shall not pledge, charge by way of security or in any other way encumber the goods which remain the property of the seller.

8. Warranties

- 8.1 The seller warrants to the buyer that the goods delivered will correspond with the description given by the seller to the buyer and such warranty is given subject to the following conditions:-
8.1.1 The seller accepts no liability for any defect arising on errors or omissions in any drawing specification or design supplied by the buyer to the seller.
8.1.2 The seller will accept no responsibility for any defect in the goods arising from wilful damage, neglect, failure to follow manufacturer's instructions, abnormal working conditions or abuse or alteration or repair during the manufacturer's warranty period without the seller's written approval.
8.1.3 The seller's warranty shall not come into force unless the invoice for the goods was paid by the due date.
8.1.4 The benefit of any warranty or guarantee given by the manufacturer of the goods will be passed to the buyer on delivery of the goods to the buyer.
8.1.5 Save as provided in these conditions and save and except where the buyer is dealing as a consumer all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the extent permitted by law.
8.1.6 Save in respect of death or personal injury caused by the seller's negligence the seller shall not be responsible for any incompatibility of use issues or held liable to the buyer by reason of any representation or any implied warranty, condition or other term or any duty of common law for any direct or indirect special or consequential loss or damage expenses or other claims for compensation whatsoever whether caused by negligence of the seller, its employees or agents or otherwise which arise out of or in connection with the supply of goods or their use or resale by the buyer of whatsoever nature.
8.1.7 Any liability of the seller in connection with claims made under the contract shall not exceed the price of the goods unless otherwise specifically agreed in writing by the seller.

9. Force Majeure

- 9.1 The seller shall not be liable to the buyer or held to be in breach of the contract by reason of any delay in performing or failure to perform any of the seller's obligations in respect of the goods if such delay or failure was due to any cause beyond the seller's reasonable control.

10. Cancellation of Contract/Return of Goods/Replacement of Defective Goods

- 10.1 No contract may be cancelled once it is accepted by the seller and no goods may be returned save at the absolute discretion of the seller.
10.2 In the event that the seller agrees to accept the return of non-defective goods such return will be on the following conditions:-
10.2.1 The buyer must obtain a goods return number from the seller which number must clearly be displayed on each parcel to be returned. The goods must be returned in the manufacturer's original packaging in unopened condition complete with any accessories, manual and other documentation. Software packages must have the software seal in tact. If these conditions are not complied with returned goods will be rejected.
10.2.2 If in the opinion of the seller damage has been caused to the goods during transport from the buyer to the seller the buyer will remain liable for the full cost of the goods or at the discretion of the seller cost of remedying any damage.
10.2.3 If the seller accepts the return of goods (other than on the grounds of defect) the seller reserves the right to make a handling and restocking charge of 25%.
10.3 Any alleged defect in the goods must be notified to the seller within seven days of the date of delivery. In the event that delivery is not refused and the buyer fails to notify the seller within the time stated no rejection of the goods will be accepted and the full purchase price shall be payable by the buyer.
10.4 In the event that any valid claim is notified to the seller based on the goods delivered under the contract being defective the seller shall at their discretion be entitled to replace the goods free of charge or refund the buyer the price of the goods and the seller shall have no further liability to the buyer.
10.5 The buyer shall retain the goods in respect of which allegation of defect is made together with the original manufacturer's packaging for a reasonable time to enable the seller or its agent to inspect the goods or to arrange for the goods to be collected from the buyer if the seller would so require.
10.6 Unless otherwise agreed in writing by the seller no credit for return goods will be given in the case of goods returned other than by reason of defect.
10.7 Goods ordered by customers other than those included in the seller's sales catalogue will not be accepted for return save where specifically agreed in writing by the seller.

11. Notices

- 11.1 Any notice required to be given by the buyer to the seller shall be in writing addressed to the seller at his registered office or principle place of business and shall be delivered personally or sent by first class pre-paid recorded delivery mail.