

Terms and Conditions of Sale

August 2011



1. In these Terms and Conditions the following words or phrases bear the following meanings:

"The Buyer" means any person, firm or company for whom or on whose behalf TSC Barcode Solutions Ltd undertakes any business; "TSC Barcode Solutions Ltd

" means TSC Barcode Solutions Ltd, whose registered office is situated at Hop Barn, The Vault, Marden, Hereford, HR1 3HA

"The Goods" means any articles of any type or composition supplied by TSC Barcode Solutions Ltd to the buyer;

"The Confirmation of Order" means the letter of confirmation sent to the Buyer by TSC Barcode Solutions Ltd in accordance with Condition 7 hereof;

"The Contract" means the agreement made between the Buyer and TSC Barcode Solutions Ltd upon the Confirmation of Order being Given by TSC Barcode Solutions Ltd;

"The Contract Price" means the price payable by the Buyer to TSC Barcode Solutions Ltd for the goods supplied by TSC Barcode Solutions Ltd;

"The Despatch Point" means, Hop Barn, The Vault, Marden, Hereford, HR1 3HA.

2. These Terms and Conditions shall be incorporated in every Contract made between TSC Barcode Solutions Ltd and the Buyer and shall not be subject to variation by the buyer.

3. Unless otherwise agreed in writing by TSC Barcode Solutions Ltd these Terms and Conditions shall override any terms and conditions stipulated, incorporated or referred to by the Buyer whether in the Contract or in any negotiations and all guarantees, warranties or conditions (including any conditions as to quality or fitness for any purpose) whether express or implied by statute, common law or otherwise are excluded and hereby negated in so far as it is reasonable to do so.

4. ACCEPTANCE

The Buyer shall inspect the Goods immediately upon collection from the Despatch Point or upon taking delivery and shall notify TSC Barcode Solutions Ltd within two days by verbal contact and within seven days in writing of any matter or thing by reason whereof it alleges the Goods are not in accordance with the Contract. If the Buyer shall fail to give such notice the Goods shall be deemed to be in accordance with the Contract in all respects and the Buyer shall be bound to accept them and to pay for the same.

5. INSURANCE AND RISK

(1) Subject to the provisions of Condition 14 the Goods supplied to the Buyer by TSC Barcode Solutions Ltd shall be at the risk of the Buyer either -

(i) Immediately upon delivery to the Buyer or upon being received into the custody on the Buyers behalf whichever is the sooner; or

(ii) Upon collection from the Despatch Point by the Buyer; whichever shall be the sooner and the Buyer shall in either case thereafter keep TSC Barcode Solutions Ltd indemnified in respect of any loss or damage to the Goods howsoever arising or caused.

(2) When the Contract requires that TSC Barcode Solutions Ltd deliver the Goods to the Buyer TSC Barcode Solutions Ltd shall insure the Goods during transit in the United Kingdom until arrival at the Buyers premises.

(3) If the Buyer shall sign a clear delivery note upon taking delivery of the Goods TSC Barcode Solutions Ltd shall accept no further responsibility for the damage during transit.

6. INDEMNITY

The Buyer shall indemnify TSC Barcode Solutions Ltd against all damages, penalties, costs and expenses to which TSC Barcode Solutions Ltd may become liable if any work done in accordance with the Buyers specification involves an infringement of a registered design, patent, trade mark or similar right.

7. CONFIRMATION OF ORDER

(1) The price given in the quotation shall apply for a period of thirty days from the date thereof.

(2) The Contract or order will not be valid until confirmed by TSC Barcode Solutions Ltd in writing and such confirmation shall be deemed to have been made upon posting the same to the last known address of the Buyer. Immediate despatch by TSC Barcode Solutions Ltd shall be deemed to be the equivalent to an Order Confirmation being sent.

(3) TSC Barcode Solutions Ltd may at their absolute discretion decline to accept any order.

8. PAYMENT

(1) The Contract price excludes VAT. The VAT shall be added to the Contract price and shall be payable by the Buyer in the same manner as the Contract price.

(2) The payment of the Contract price shall be made by the Buyer to TSC Barcode Solutions Ltd within thirty days of the date of the Invoice unless any prior agreement has been made in writing to the Buyer.

(3) The Contract price is based upon the cost of materials, packaging, transport, freight, insurance, labour charges, import duties, and overhead expenses ruling at the date of quotation. If any increase in the cost of these items takes place at any time after thirty days after the date of quotation and prior to the date of delivery or collection then the Contract price shall be the price ruling at the date of delivery or collection.

(4) Prices quoted, except where specifically stated, do not include delivery charges. Express courier deliveries may be subject to surcharge.

9. CANCELLATION OR VARIATION

No cancellation or variation by the Buyer of any order can in any circumstances whatsoever be accepted without the consent in writing of an authorised representative of TSC Barcode Solutions Ltd. If TSC Barcode Solutions Ltd are obliged to stock an item which is subsequently cancelled by the Buyer TSC Barcode Solutions Ltd reserve the right to deliver and invoice all outstanding stock.

10. RETURN OF GOODS

Claims for shortages or breakages of goods cannot be allowed unless the Buyer reports them to TSC Barcode Solutions Ltd within five days of receipt of the goods. Goods shall not be returned to TSC Barcode Solutions Ltd without prior agreement. If no claim is received within 5 days of the date of receipt of the goods by the Buyer the goods shall be deemed to have been accepted by the Buyer as being in good order and in conformity with the contract. No claim will be accepted thereafter. In the event of goods being returned, by prior agreement in writing, having been supplied as per the customer order a handling or restocking charge may be incurred.

11. SPECIFICATION

Specifications including any reference as to colour, drawings, and similar documents submitted by TSC Barcode Solutions Ltd must be regarded as approximate representations only and are not binding in detail. Weights, measurements, power, capacities and other particulars are stated in good faith as approximately correct, but deviations there from shall not be made the basis of any claims against TSC Barcode Solutions Ltd. Minor deviations from the specifications submitted by the Buyer or from any requirements of the Buyer shall not be the basis of any claim against TSC Barcode Solutions Ltd.

12. DELIVERY TIME

Any time or date named by TSC Barcode Solutions Ltd for the delivery is given and intended as an estimate only and TSC Barcode Solutions Ltd shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

13. PASSING OF PROPERTY AND RETENTION OF TITLE

Notwithstanding delivery to the Buyer and notwithstanding incorporation into the Goods of materials supplied by the Buyer the property in the Goods supplied by TSC Barcode Solutions Ltd shall remain the sole and absolute property of TSC Barcode Solutions Ltd as legal and equitable owner until such time as the Buyer shall have paid to TSC Barcode Solutions Ltd the Contract price. The source code and copyright of any software product produced by TSC Barcode Solutions Ltd shall remain the property of TSC Barcode Solutions Ltd who also retains the right to resell the product.

14. LIEN

TSC Barcode Solutions Ltd has a lien and a right to hold (in its own or other factories or warehouses or places) the Goods and any tools or other materials supplied by the Buyer for all sums due on any account whatsoever by the Buyer to TSC Barcode Solutions Ltd which may exercise such lien by disposing of the Goods on any such terms as TSC Barcode Solutions Ltd may think fit after giving 28 days notice to the Buyer. The expenses of maintaining and exercising any lien shall be a debt forthwith due to TSC Barcode Solutions Ltd from the Buyer to TSC Barcode Solutions Ltd.

15. OUTSTANDING ACCOUNTS

(1) Interest shall accrue and be charged on outstanding accounts or any unpaid balances thereof at the rate of THREE percent per annum above the base lending rate from time to time of Santander Banking Group and such interest shall be calculated on a daily basis from the date upon which payment became due until the date of actual payment (both dates inclusive) and interest at the rate aforesaid shall be charged as well after as before any judgement.

(2) In accordance with the Late Payment Of Commercial Debt Act 2002 TSC Barcode Solutions shall reserve the right to charge an 8% late payment surcharge on any outstanding debt.

16. DETERMINATION

If the Buyer shall make default in or commit any breach of any of his obligations to TSC Barcode Solutions Ltd or if any distress or execution shall be levied upon the Buyer, its property or assets or if the Buyer shall make or offer to make any arrangements or composition with creditors or if any petition or receiving order in bankruptcy shall be presented or made against the Buyer, or if the Buyer shall be a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed TSC Barcode Solutions Ltd shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being posted by TSC Barcode Solutions Ltd to the Buyers last known premises any subsisting order shall be deemed to have been determined without prejudice to any claim or right TSC Barcode Solutions Ltd might otherwise make or exercise.

17. RIGHT TO SUB-CONTRACT

TSC Barcode Solutions Ltd shall be entitled to sub-contract the whole or part of the Contract whether for the supply of goods or services.

18. DIVISIBILITY CLAUSE

This contract is divisible. Each delivery made hereunder: 1) shall be deemed to arise from a separate contract, and 2) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect of default in delivery of any other instalment.

19. "HIMALAYA" CLAUSE

No servant or agent or sub-contractor of, TSC Barcode Solutions Ltd performing the whole or part of the Contract shall in any circumstances whatsoever be under any liability whatsoever to the Buyer or to the Buyer's principle for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect, or default on his part while acting in the course of or in connection with his employment and every exemption, limitation and condition hereunder is applicable to the servant, agent, or sub-contractor and shall be available to and shall extend to protect every such servant, agent or sub-contractor as aforesaid and for the purposes of this Condition TSC Barcode Solutions Ltd shall be deemed to be acting as an agent on behalf of and for the benefit of all persons who are or may be TSC Barcode Solutions Ltd ' servant, agent, or sub-contractor from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract.

20. FORCE MAJEURE

If the Contract shall become impossible of performance or otherwise frustrated by reason of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or civil strife consequent upon any of the said events TSC Barcode Solutions Ltd shall be relieved of liabilities incurred under the Contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statutes, rules, regulations, orders or requisitions issued by any Government department, Council or other duly constituted authority or from strikes, lockouts, breakdown of plant or any other causes (whether or not of a like nature) beyond the control of TSC Barcode Solutions Ltd .

21. STORAGE

(1) Where a date is specified in the Contract for collection of the Goods from the Despatch Point by the Buyer, collection must be made by 4PM on the specified date.

(2) Goods which are not collected within one week of the specified date shall be subject to a reasonable charge for storage thereafter. Such charge shall be payable by the Buyer and enforceable in the same manner as payment of the Contract price in accordance with Conditions 8 and 16 hereof.

22. CONFLICTING CONDITIONS

In case any stipulation contained in these Terms and Conditions shall be in conflict with any other stipulation herein contained TSC Barcode Solutions Ltd shall be entitled to the benefit to that stipulation which is most favourable to TSC Barcode Solutions Ltd any rule of law to the contrary notwithstanding.

23. CONSTRUCTION

These Conditions and the Contract shall in all respects be subject to and construed in accordance with English and Scottish Law.