

Industrial Inkjet Limited – Key Terms & Conditions of Sale (Issue 8)

Contract

- The contract is the signed Order + these Terms & Conditions.
- In the event of any conflict or inconsistency between the provisions of the components of any order, this document takes precedence.
- No other terms apply.

Price & Payment

- Prices exclude VAT and delivery costs (buyer pays both).
- If not otherwise agreed, payment of invoices are due within 30 days.
- Late payments (in excess of 30 days over standard terms): 6% above Barclays Bank base rate until paid.
- All amounts payable under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax required by law).
- In the event of delays to SAT, FAT or installation related to delays from the customer or resulting from Government sanctions or compliance changes, final stage invoicing will be made at the originally planned install date.

Delivery

- Delivery dates are estimates only.
- Delivery terms as per Incoterms stated on the order confirmation.
- Risk passes to buyer on according to Incoterms stated on the order confirmation.
- Changes to content, Incoterms or buyers' credit position after order confirmation is sent will require requote to reflect those changes.
- Seller may charge storage if delivery according to planned schedule is not possible or delayed at buyers' instigation.
- After 30 days, seller can resell goods and recover losses through invoicing the buyer for labour incurred and components which cannot be repurposed.
- Any excess of the Resale Price over the Contract Price (after deduction of the Supplier's reasonable costs) shall be credited to the Customer.

Ownership & Risk

- Risk passes from seller to buyer according to Incoterms stated on the order confirmation.
- Ownership stays with seller until full payment received.
- If buyer becomes insolvent or fails to pay, seller can repossess goods.

Warranty

- 12-month warranty period shall begin on the date of Customer sign-off or 30 days after delivery, whichever occurs first: goods will be as described, free from defects, and fit for Purpose as described in this proposal, taking note of section 5 'responsibilities'.
- Remedy: seller may repair, replace, or refund.
- Warranty applies to the goods as supplied by IIJ, and excludes non-IIJ authorised changes, misuse, poor maintenance, buyer's design/specification, wear & tear, and unauthorised repairs.
- Warranty applies to only to goods used in conjunction with IIJ tested and approved ink and media.

Liability

- Seller remains liable for death/personal injury caused by:
(a) its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) defective products under the Consumer Protection Act 1987
- Seller is not liable for loss of profits or indirect losses accruing from product supplied by IIJ. Specifically:
(a) loss of profit; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; (f) loss of use or loss of production; (g) loss of data or corruption of data; and (h) any special, consequential, or indirect loss.
- the Supplier's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not exceed 100% of the price paid.
- This cap applies to all claims in aggregate, regardless of the legal basis of the claim.
- Any remedial action relating to non IIJ qualified inks or relating to non IIJ qualified media will be at the buyers' risk. IIJ systems are tested with inks having passed IIJ ink tests 0-7. Furthermore, IIJ systems are tested with IIJ proven media. Should extra or remedial work be necessary when Inks or media do not meet this criteria, this work will be subject to extra charge.
- If Samples have not been undertaken by IIJ, IIJ cannot guarantee print quality, adhesion, latency or reliability. Should extra or remedial work be necessary where IIJ samples have not been undertaken, this work will be subject to extra charge.
- Orders are accepted on the understanding that sufficient space for installation is available. Remedial or extra work which is necessary where this is not the case will be subject to extra charge, and could cause delays.
- Occasionally IIJ will need access to the buyers' site to carry out a site survey, this may be chargeable.

Termination

- Seller may cancel or suspend if buyer becomes insolvent or unable to pay. Outstanding payments become due immediately.

Indemnification

- Buyer must cover seller for losses incurred by seller caused by buyer's breach and buyer provided specifications/materials, including IP claims if the seller provided designs/specs to the buyer.

Force Majeure

- Neither party is liable for delays caused by events beyond control (e.g., strikes, natural disasters, war, supplier failure).
- The Supplier's obligations are suspended during a Force Majeure Event. The Supplier will promptly notify the Customer and take reasonable steps to limit the impact.
- During a Force Majeure Event, the Supplier may allocate available stock or capacity at its discretion.
- If the Force Majeure Event continues for more than [60] days, the Supplier may terminate this Agreement on written notice without liability, except for amounts accrued before termination

Intellectual Property

- All designs and IP remain seller's property. Buyer cannot copy or use without permission.

General

- Invalid clauses do not affect the rest.
- Seller may transfer obligations; buyer cannot without consent.
- Disputes go to negotiation via good faith discussions between senior representatives within 10 Business Days of the notice, then mediation within 60 Business Days (e.g. CEDR), before court.

English law applies; courts of England & Wales have exclusive jurisdiction.

