

**TERMS AND CONDITIONS OF SALE
(England, Wales and Northern Ireland)**

1. General

- (a) "Videojet" refers to Videojet Technologies Limited registered in England and Wales with company number 06020951, the "Buyer" refers to the person, firm or company who purchases the Goods from Videojet, "Goods" means the goods (or any part of them) and any incidental services that are as described in an Order and "Order" means an order for Goods on Videojet's purchase order form.
- (b) On the Videojet's acceptance of a Buyer's purchase order a contract pursuant to these Terms and Conditions of Sale shall come into existence. Any quotation given by Videojet shall not constitute an offer capable of acceptance, and is only valid for a period of twenty (20) business days from its date of issue.

2. Billing and Payment

- (a) The price of the Goods shall be the price set out in the Order or, if no price is quoted, the purchase price of the Goods shall be the purchase price in effect on the date of shipment notwithstanding any price specified in the Buyer's order documents. Quoted purchase prices are subject to revision by Videojet in the event of any errors and omissions.
- (b) The price of the Goods excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer (if applicable).
- (c) All amounts payable by the Buyer under these Terms and Conditions of Sale are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under these Terms and Conditions of Sale by Videojet to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from Videojet, pay to Videojet such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.
- (d) Any increase in costs or expenses arising from any act or omission or any special requirements of the Buyer or any modifications made at the Buyer's request may at Videojet's option be charged to the Buyer.
- (e) Videojet may invoice the Buyer for the Goods on or at any time after the completion of delivery.
- (f) The Buyer will pay all invoices within thirty (30) days of invoice date. Unless otherwise agreed in writing by Videojet, the Buyer will pay 50% of the purchase price upon issuing an Order and Videojet will invoice 40% upon shipment and the remaining 10% upon installation or if no installation is required, upon delivery. If the installation and connected acceptance of Buyer does not take place within thirty (30) days after delivery for reasons other than Videojet's fault, the installation and acceptance shall be deemed completed and passed. If the Buyer fails to make a payment due to Videojet by the due date, then, without limiting any other remedies available to Videojet, the Buyer shall pay interest on any overdue amount in accordance with the terms of the Late Payment of Commercial Debts (Interest) Act 1988. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- (g) All amounts due herein shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- (h) Videojet exerts a general lien in respect of all sums due from the Buyer upon all Goods supplied to such Buyer or upon which work has been done on the Buyer's behalf and, upon fourteen (14) days written notice to the Buyer, may sell such Goods and apply the proceeds towards the satisfaction of the overdue sums owed to Videojet.
- (i) Pricing is subject to change only by Videojet upon any change in information and/or requirements during the course of an Order. Otherwise all pricing is firm. Videojet does not represent that its prices will be the lowest charged to any other customer or comparable to prices offered by any third party.

3. Changes

Orders may be amended by either party by written change order signed by the authorised representatives of both parties setting forth the particular changes and effect of such changes on price and/or time of delivery. Videojet reserves the right to charge the Buyer additional fees for changes in drawings and/or designs required after Goods installation and/or set-up resulting from: (1) incorrect tolerances furnished by the Buyer; (2) deviations from specifications submitted by the Buyer; and (3) causes beyond Videojet's control, including, but not limited to, misaligned, maladjusted, or malfunctioning existing tie-in equipment, inadequate support systems, improper installation, modification and damage. Videojet reserves the right to terminate any order without further obligation if it determines it is not commercially practicable to meet the required specifications.

4. Delivery

- (a) Videojet will ensure that:
- i) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the contract number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - ii) if Videojet requires the Buyer to return any packaging materials to Videojet, that fact is clearly stated on the delivery note. Videojet shall make any such packaging materials available for collection at such times as Videojet shall reasonably request. Returns of packaging materials shall be at Videojet's expense.

- (b) Videojet shall deliver all Goods EXW (Incoterms 2020) or such other location as may be explicitly agreed upon by the parties.
- (c) The Buyer will bear any special expenses, including special handling, packaging and additional freight charges, if it furnishes special transportation instructions.
- (d) Any delivery date given by Videojet is an estimate only and the time of delivery is not of the essence. Videojet shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure event or the Buyer's failure to provide Videojet with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- (e) If Videojet fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Videojet shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure event or the Buyer's failure to provide Videojet with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- (f) If the Buyer fails to accept delivery of the Goods within three (3) business days of Videojet notifying the Buyer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure event or by Videojet's failure to comply with its obligations in respect of the Goods: (i) delivery of the Goods shall be deemed to have been completed at 9.00 AM on the third business day following the day on which Videojet notified the Buyer that the Goods were ready; and (ii) Videojet shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- (g) If ten (10) business days after Videojet notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery of them, Videojet may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- (h) Videojet may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- (i) Orders for Goods to be exported and where the parties have agreed on a deviating Incoterm, are subject to Videojet's ability to obtain export licences and other necessary papers within a reasonable period. The Buyer will be responsible for and will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. It will not re-export the Goods or any products or items which incorporate the Goods if such re-export violates any applicable laws. The Buyer will be responsible for any extra charges such as export duties, licences, fees and the like.
- (j) The risk in the Goods shall pass to the Buyer on completion of delivery. The Goods shall be accepted latest within thirty (30) days after delivery (if an installation is agreed). If the acceptance has not been completed by that day for reasons not solely caused by Videojet, the acceptance shall be deemed as given.
- (k) Title to the Goods shall not pass to the Buyer until Videojet's receipt of payment in full (in cash or cleared funds) for the Goods and any other goods that Videojet has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- (l) Until title to the Goods has passed to the Buyer, the Buyer shall:
 - i) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as Videojet's property;
 - ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Videojet's behalf from the date of delivery; and
 - iv) notify Videojet immediately if it becomes subject to any of the events listed in clauses 16(a)(iii) to (v) of these Terms and Conditions of Sale; and
 - v) give Videojet such information relating to the Goods as Videojet may require from time to time.
- (m) If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clauses 16(a)(iii) to (v) of these Terms and Conditions of Sale, then, without limiting any other right or remedy Videojet may have:
 - i) the Buyer's right to use the Goods in the ordinary course of its business ceases immediately; and
 - ii) Videojet may at any time require the Buyer to deliver up all Goods in its possession and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

5. Installation and Maintenance

Unless otherwise agreed upon by Videojet in writing, the Buyer assumes responsibility for installation of Goods. The Buyer may purchase Videojet's installation, on-site technical support, and training services at Videojet's then-prevailing rates subject to the terms of Videojet's Service Agreement. If Videojet provides installation services pursuant to this clause 5, the Buyer shall be responsible for all additional charges/fees related to delays due to its failure to comply with its defined portion of the installation plan as provided by Videojet (e.g. not providing agreed upon access to the production packaging line or not complying with the pre-installation checklist). Installation services provided by Videojet will not include mechanical, electrical, pneumatic, water or ventilating tie-ins to existing systems.

6. Warranty

- (a) Videojet warrants the Goods strictly as provided for in its Warranty Policy.
- (b) Certain printing applications may be regulated by applicable laws, such as applications where ink may come into contact with medical devices, pharmaceuticals, cosmetics, food or other substances intended for consumption, or veterinary health products. It is the Buyer's obligation to comply with and to ensure that the performance of the terms of these Terms and Conditions of Sale comply with all applicable laws and regulations. Videojet shall not be responsible for any compliance with any laws applicable to the Buyer. Buyer shall indemnify Videojet for any losses it suffers as a result of the Buyer's non-compliance under this clause 6(b).

7. Software Licence and updates

- (a) Videojet grants the Buyer a non-transferable, non-sublicensable, non-exclusive, licence to use software contained or embedded in the Goods ("**Software**") as necessary to operate the Goods in compliance with the accompanying documentation. All other rights, title and interest in the Software shall remain the exclusive property of Videojet or its licensors. The Buyer may not:
- reproduce the Software, or any component thereof or any documentation related thereto; or
 - decompile, disassemble, compile or reverse engineer the Software, or otherwise attempt to gain access to the source code except to the extent that such restriction is prohibited by law and then the Buyer shall provide Videojet with prompt written notice prior to any such action.
- (b) The Buyer shall not use, duplicate or disclose any technical data or any information regarding the Software for any purpose. These rights are subject to any third party licence to Videojet underlying any component or application of the Software.
- (c) Videojet will adhere to its legal obligations with regards to required updates and patches for usability and security of the Software.

8. Limitation of Liability

- (a) Videojet's rights and remedies herein are in addition to, and not in lieu of any other rights or remedies Videojet may have at law or in equity.
- (b) Nothing in these Terms and Conditions of Sale shall limit any liability which cannot legally be limited, including but not limited to liability for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- (c) Subject to the sub-clause (b) above, Videojet shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for the following types of loss:
- any direct or indirect loss of profit;
 - any indirect or consequential loss;
 - loss of sales or business;
 - loss of use or corruption of software, data or information;
 - loss of agreements or contracts; or
 - loss of or damage to goodwill,
- arising under or in connection with these Terms and Conditions of Sale.
- (d) Subject to clauses 8(b) and (c) above, Videojet's total liability to the Buyer in respect of all liabilities, costs, expenses, damages and losses howsoever arising under or in connection with the contract formulated under these Terms and Conditions of Sale, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods giving rise to the claim.

9. Videojet's Remedies

Without waiving any other rights or remedies available to it under applicable law or otherwise, Videojet may defer performance hereunder or under or pursuant to any other contract with the Buyer if the Buyer fails to pay any amount due until all past due accounts of the Buyer are fully satisfied. Videojet's rights and remedies herein are in addition to, and not in lieu of, any other rights or remedies Videojet may have at law or in equity.

10. Proprietary Rights

- (a) All intellectual property rights in or arising out of or in connection with the contract pursuant to these Terms and Conditions of Sale (other than intellectual property rights in any materials provided by the Buyer) shall be owned by Videojet and no licence or transfer of such intellectual property rights shall occur except as expressly provided for in these Terms and Conditions of Sale.
- (b) Without prejudice to the foregoing, Videojet retains all intellectual property rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, including any modifications or improvements and whether patentable or not, arising from the sale or other provision of Goods to the Buyer.
- (c) The Buyer agrees not to enforce against Videojet or Videojet's customers any patent rights that include any system, process or business method utilising or otherwise relating to Goods delivered pursuant to an Order.
- (d) Videojet will not furnish any data, other than installation and specification data, unless it is specifically requested in an Order. The parties will separately negotiate rights and price for such data.

11. Confidentiality and Data Privacy

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to

which the other party belongs, except as permitted under clause 11(b) of these Terms and Conditions of Sale. For the purposes of these Terms and Conditions of Sale, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

- (b) Each party may disclose the other party's confidential information:
- to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with these provisions; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- (d) The collection, storage, deletion and use of personal data from Buyer and its employees takes place in full compliance with the relevant data protection regulations according to the Privacy Policy of Videojet. Further information on data processing, data security and data protection also be found in the Privacy Policy.

12. Hazardous Materials

The Buyer acknowledges that certain materials provided by Videojet may currently or later be considered hazardous materials under various laws and regulations. The Buyer agrees to familiarise itself (without reliance on Videojet) except as to the accuracy of special safety information furnished by Videojet, with any hazards of such materials, their applications and the containers in which such materials are shipped, and to inform and train its employees and customers as to such hazards. The Buyer shall hold Videojet harmless against any claims by its agents, employees or customers relating to any such hazards except to the extent such claims arise solely and directly from Videojet's failure to meet written specifications or the inaccuracy of specific safety information furnished by Videojet.

13. Resale

- (a) The Buyer represents and warrants that it is purchasing the Goods for its own use and not for resale purposes. If the Buyer breaches the foregoing, Videojet may:
- void, eliminate and/or refuse to continue to make available to the Buyer any volume or other type of discount pricing, rebate or preferential payment term;
 - cancel the order; and/or
 - refuse to accept any further orders from the Buyer.
- (b) This provision does not apply to Videojet's authorised third party' reseller, including distributors and OEMs.

14. Cancellation and Suspension.

- (a) Following the issuance of an Order, the contract pursuant to these Terms and Conditions of Sale is irrevocable and no refund will be issued by Videojet. Videojet may permit the Buyer to cancel orders for non-customised Goods at its sole discretion subject to a 20% restocking fee.
- (b) Without limiting Videojet's other rights or remedies, if the Buyer fails to make timely payments or becomes subject to any of the events listed in clauses 16(a)(iii) to (v) of these Terms and Conditions of Sale Videojet may without prejudice to its other rights demand immediate payment of all unpaid accounts and suspend further deliveries to the Buyer without any liability in respect of such suspension and may charge the Buyer with any loss sustained thereby.

15. Force Majeure

- (a) Except for the Buyer's payment obligations, neither party shall be liable for delays in performance or non-performance, in whole or in part, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, pandemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labour, materials, manufacturing facilities or transportation, or other similar causes ("**Force Majeure**"). In such event, the party delayed shall promptly give notice to the other party. The party affected by the delay may:
- extend the time for performance for the duration of the event; or
 - cancel all or any part of the unperformed part of the Terms and Conditions of Sale and/or any purchase order if such event lasts longer than sixty (60) days.
- (b) If a Force Majeure event affects Videojet's ability to meet its obligations at the agreed upon pricing, or Videojet's costs are otherwise increased as a result of such an event, Videojet may increase pricing accordingly upon written notice to the Buyer.

16. Termination

- (a) Without limiting its other rights or remedies, Videojet may terminate the contract pursuant to these Terms and Conditions of Sale with immediate effect by giving written notice to the Buyer if:
- the Buyer fails to make timely payments;
 - the Buyer commits a material breach of any term of these Terms and Conditions of Sale and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
 - the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the

- court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- iv) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - v) the Buyer's financial position deteriorates to such an extent that in Videojet's opinion the Buyer's capability to adequately fulfil its obligations under these Terms and Conditions of Sale has been placed in jeopardy.
- without any liability in respect of such termination and may charge the Buyer with any loss sustained.
- (b) On termination of the contract pursuant to these Terms and Conditions of Sale for any reason the Buyer shall immediately pay to Videojet all of Videojet's outstanding unpaid invoices and interest in respect of the contract pursuant to these Terms and Conditions of Sale and any other contract between Videojet and the Buyer.

17. Governing Law, Jurisdiction, Claims

- (a) These Terms and Conditions of Sale, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.
- (b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions of Sale or its subject matter or formation (including non-contractual disputes or claims).
- (c) Any claims, regardless of form, arising out of the contract pursuant to these Terms and Conditions of Sale brought by the Buyer must be commenced within the warranty period set out in Videojet's Warranty Policy and the Buyer hereby irrevocably waives its right to bring any such claim after the expiry of such period.

18. Miscellaneous

- (a) These Terms and Conditions of Sale and the Warranty Policy available at <https://www.videojet.co.uk/uk/homepage/resources/terms-and-conditions.html>, constitute the entire agreement between the parties in relation to its subject matter. It replaces and extinguishes all prior agreements, collateral warranties, collateral contracts, statements, representations and undertakings made by or on behalf of the parties, whether oral or written, in relation to that subject matter.
- (b) Each party acknowledges that in entering into these Terms and Conditions of Sale it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of the other party in relation to the subject-matter of these Terms and Conditions of Sale (together "**Pre-Contractual Statements**") and which are not set out in these Terms and Conditions of Sale.
- (c) Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.
- (d) Nothing in this clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.
- (e) These Terms and Conditions of Sale apply to the exclusion of any other terms and conditions the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. The Buyer's acceptance of Goods will constitute its acceptance of these Terms and Conditions of Sale.
- (f) The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Terms and Conditions of Sale.
- (g) Any samples, drawings, descriptive matter or advertising issued by Videojet, and any descriptions or illustrations contained in Videojet's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Terms and Conditions of Sale or have any contractual force.
- (h) In the event of any conflict between the terms of the Terms and Conditions of Sale and the Order, the terms of the Terms and Conditions of Sale will prevail.
- (i) Videojet reserves the right to make such amendments to the specification of the Goods or its other obligations under these Terms and Conditions of Sale as may be required to comply with any applicable statutory or regulatory requirements and Videojet shall notify the Buyer in any such event.
- (j) If any provision of the Terms and Conditions of Sale to any extent is declared invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under these Terms and Conditions of Sale shall not affect the validity and enforceability of the rest of these Terms and Conditions of Sale.
- (k) Any modifications hereto must be in writing and signed by a duly authorised signatory of both parties.
- (l) Either party's failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder.
- (m) Nothing in the Terms and Conditions of Sale is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

- (n) A person who is not a party to these Terms and Conditions of Sale may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- (o) The termination or expiration of the Terms and Conditions of Sale will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such termination or expiration.
- (p) Termination or expiry of the Terms and Conditions of Sale shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms and Conditions of Sale which existed at or before the date of termination or expiry.
- (q) Any notice or other communication given to a party under or in connection with the these Terms and Conditions of Sale shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier.
- (r) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred above; if sent by pre-paid first class post or other next working day delivery service, at 9.00 AM on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (s) Any reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (t) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (u) Videojet may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions of Sale.
- (v) The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms and Conditions of Sale without the prior written consent of Videojet.
- (w) Videojet and the Buyer are sophisticated business entities with comparable bargaining position and although these Terms and Conditions of Sale are Videojet's standard terms, the parties have had an opportunity to procure independent legal advice as to their effect and to negotiate the terms herein.