

## Uniwell Terms & Conditions of Sale

### 1. DEFINITIONS

"The Seller" means Uniwell Systems (UK) Ltd.

"The Buyer" being the person, firm or company named below.

"The Products" being all items supplied by the Seller including hardware, software, firmware, manuals, documentation, labour and support charges.

2. Each invoice for any item of the Products shall be paid in full by the Buyer within the time specified below or if not specified, within 30 days from the date of such invoice.
3. The title to all the Products shall remain vested in the Seller until the full purchase price thereof shall have been paid in accordance with the terms of the invoice rendered to the Buyer.
4. The Seller shall not be liable for any delay or for any consequence of any delay in the delivery or commissioning of any of the Products, if such delay shall be due to circumstances beyond the Seller's reasonable control.
5. The Seller warrants that the Products, where appropriate, shall be in working order on delivery to the Buyer.
6. The Seller warrants that Hardware Products shall be free from defects in workmanship and material under normal use and service but the Seller's entire liability under this warranty is to repair or replace free of charge any components which are found to be defective within twelve months of delivery of the Products.
7. Warranty coverage will not be extended for repairs made necessary by damages due to fire, water, storm, burglary, power line fluctuations, spillage, accident, negligence, or abuse. The warranty specifically excludes damages to the printer heads or printer motors caused by paper jams or insertion of foreign objects between the printer head and print surface. Any repair resulting from such cause or events will be performed only after Buyer approval of estimated costs to repair.
8. The Seller shall not under any circumstances whatsoever be liable for any loss or for any consequence of any loss arising out of any cause whatsoever and in particular out of any malfunction or defect in or failure of any of the Products or any loss of the use of any item or component.
9. Claims arising out of shortages or damages whilst goods are in transit must be notified to the Seller within 48 hours of receipt of goods.
10. The Seller will not accept return of Products for whatever reason without prior written agreement between the Buyer and the Seller. The Buyer shall always quote the goods return authority number. The seller reserves the right to impose a re-stocking charge in respect of goods returned due to being either, incorrectly ordered, surplus to requirements or goods not paid for.
11. All software supplied either separately or embedded in Products is supplied without warranty as to fitness for purpose and subject to such manufacturers/licensing conditions as may apply. In any event Uniwell's liability is restricted solely to that of replacing faulty media within a 90 day warranty period.
12. The Seller shall not be liable for and the Buyer shall indemnify the Seller against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation of the Products and from negligence default or misuse by or on the part of the Buyer or any person or persons other than the Seller. This indemnity shall extend to any costs and expenses incurred by the Seller and shall continue in force notwithstanding any termination of this agreement.
13. Neither the Buyer nor the Seller shall be bound by any variation waiver of or addition to these conditions except as agreed by both parties in writing and signed on their behalf.
14. In the event of the Products being in any way modified or altered without prior authority of the Seller then any liability of the Seller under these conditions shall terminate forthwith.
15. The Seller does not provide support to end users, the Seller's only obligation is to provide support where appropriate to the Buyer.
16. The Seller makes no warranty whatsoever as to fitness for purpose of the Products and even where the Seller may offer advice to the Buyer it is the Buyer's sole responsibility to establish that the product is suitable for the purpose to which it is supplied to an end user.
17. The Seller reserves the right to levy a surcharge on all invoices or part invoices remaining unpaid 30 days beyond the due date.
18. The buyer agrees to observe the Uniwell selection criteria for dealers as per the dealer application form.
19. These conditions shall be governed by and construed according to the laws of England, and the parties agree to submit to the exclusive jurisdiction of the English Courts.