

Axicon Auto ID Ltd

Terms and Conditions



Terms and Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our website www.axicon.com (our site) to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any products from our site.

1. General

These conditions shall form part of every contract of sale entered into by Axicon Innovations Limited and associated companies ("The Company") unless excluded or varied with the Company's prior written consent. www.axicon.com is a site operated by Axicon Innovations Limited (we). We are registered in England and Wales under company number 02714916 and with our registered office & trading address is Church Road, Weston on the Green, Oxfordshire, OX25 3QP, UK. Our VAT number is 578651102

2. Validity and Acceptance

a) Unless previously withdrawn, the Company's quotation is open for acceptance for 30 days commencing on its issue date or any other period stated in writing and if not accepted within such a period it is subject to confirmation in writing on receipt of an order. An order not based upon a quotation shall not be binding on the Company unless accepted by the Company in writing.

(b) Any representations or warranties made or given by anyone on the Company's behalf prior to its acceptance of an order and not contained in the Company's written quotation are hereby excluded.

(c) All quotations are made subject to the goods or materials being available on receipt of order.

3. Specifications

All descriptive and shipping specifications, estimates, drawings and particulars of weights, dimensions and performances supplied by the Company are approximate only unless otherwise stated in the description, and illustrations contained in its catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein.

4. Substitutions

The Company shall be entitled to substitute any other materials or equipment as it shall consider reasonably fit for such purpose.

5. Prices

(a) All prices are quoted ex-works and exclusive of VAT which will be charged at the rate ruling at time of despatch.

(b) Where an order is placed and accepted for goods differing in size, quantity, quality or in any other way from the goods specified in the Company's quotation, an additional charge may be made.

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(c) The Company in its ordinary course of business will review its prices at three monthly intervals and the customer shall be advised of current prices at the time of making the order subject to paragraphs 2(a) and 5(d) of these terms and conditions.

(d) All prices are subject to revision at any time due to circumstances beyond the Company's control (including but not exhaustively currency fluctuations) and the Company reserves the right to charge revised prices for undelivered goods affected by such an increase.

6. Payment

Unless otherwise agreed in writing prices quoted are strictly net and:

(i) Payment shall be cash with order or credit card (Visa/Access) unless a credit account has been previously established.

(ii) All overdue accounts are subject to interest charges on the overdue portion of the account at the rate of 2% per month or part thereof or pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 whichever shall give the greater rate.

7. Delivery Dates

Delivery dates are estimated only and not guaranteed. If there shall be any delay on the part of the customer in approving working drawings or supplying information required by the Company, the estimated delivery date shall be postponed for a corresponding period and in addition the customer shall be liable for any additional costs incurred by the Company as a result of such delay. The company will endeavour to meet the customer's delivery requirements but shall not be liable for any loss or damage whether direct or consequential or otherwise caused by any delay in delivery nor shall any such delay entitle the customer to rescind the contract. The Company shall notify the customer of any delay when such a delay becomes reasonably apprehensible to the Company. Such notice may be given by letter fax email or orally at the discretion of the Company. Cont.....



Terms and Conditions (Cont...)

8. Title

(a) Title to the goods shall remain in the Company until:

(i) All monies due payable from the customer to the Company in respect of all dealings between the customer and Company have been received; or

(ii) The customer sells the goods on to a third party in accordance with s.25 of the Sale of Goods Act 1979.

(b) Sub-paragraph 8(a) shall not prevent the customer from embodying the goods in any product or from selling the goods or any product embodying the goods but in such an event (to the extent of the customer's indebtedness to the Company in respect of the goods) the customer shall:

(i) Hold the proceeds of sale or the right to receive the same on trust for the company.

(ii) Place the proceeds of sale in a separate account of the customer in such a way as to be identifiable as in the beneficial ownership of the Company.

(iii) At the Company's request, assign the right to receive the proceeds of sale to the Company.

(c) For so long as title to the goods vests in the Company the customer shall either

(i) Store the goods in a separate area from goods not belonging to the Company; or

(ii) Clearly mark the goods as belonging to the Company.

(d) The Company, without prejudice to any of its other rights under these conditions or law, reserves the right to enter the customer's premises and seize the goods for re-sale in the event of non-payment in accordance with relevant order contracts of any monies owed by the customer to the Company.

(e) In the event that the goods have been embodied in any product the Company, without prejudice to any of its other rights under these conditions or law, reserves the right to enter the customer's premises and seize for re-sale those goods which are readily detachable from any product in the event of non-payment in accordance with relevant order contracts of any monies owed by the customer to the Company.

9. Risk

(a) Risk in the goods shall pass to the customer on delivery.

(b) The customer shall insure the goods with a reputable insurance company against any loss or damage howsoever occasioned whilst they are in the customer's possession or control and the customer shall:

(i) Hold the proceeds of any claim in relation to the goods on trust for the Company.

(ii) Place the proceeds of any claim in relation to the goods in a separate account of the customer in such a way as to be identifiable as in the beneficial ownership of the Company.

(iii) At the Company's request, assign the right to receive the proceeds of any claim in relation to the goods to the Company.

10. Delivery

(a) Upon the Company notifying the customer that the goods are ready for delivery or tending delivery of the goods the customer shall agree to accept delivery of the goods forthwith. If the customer shall fail to give proper instructions (a location and date being the minimum proper instructions) or to accept delivery as aforesaid it shall be deemed liable for all costs incurred by the Company as a result of such failure which shall become immediately due and payable on demand but such liability shall not affect its obligation to purchase the goods or the right of the Company to damages for breach of such obligation.

(b) If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

(c) Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

11. Damage to goods in transit

(a) The Company shall have no liability in respect of goods lost or damaged in transit unless and until the customer or its agent notes such loss or damage on the delivery receipt and gives notice thereof in writing to the company and the carrier within five working days of delivery or shorter period as may be required by the carrier's conditions of carriage or in the case of a whole consignment failing to arrive gives notice thereof in writing to the Company within seven days of the earlier of the Company's invoice or despatch note.

(b) The Company's liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods.

12. Guarantee and Exclusion of Liability

(a) The Company guarantees goods manufactured, or sold by it (or by a subsidiary or parent company of the Company) which are sold new against all defects in materials, or workmanship notified to the Company within a period of two years on equipment, three months on digital barcode images and Labels, from the date of delivery subject to the conditions hereinafter set out.

(b) The customer shall not be entitled to claim under the guarantee unless the goods have at all times been stored and used in a proper manner in proper conditions in accordance with any instructions supplied as to their use and with normal practices relating to goods of the type in question.

(c) The customer shall give immediate notice in writing to the Company of any defects in the goods falling within the guarantee.

(d) The Company's liability under the guarantee is limited to the repair and/or replacement (as the Company shall decide) of the defective part or parts or to the repair of any defect caused by defective workmanship. The Company shall not be liable for any loss of profits or damages or expenses occasioned by such defects.

(e) If the customer sells or disposes of the goods within six months from the date of delivery the guarantee shall remain in force only if the customer gives to the Company written notice of the sale or other disposition within 21 days of that sale or other disposition.

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Terms and Conditions (Cont...)

(f) Save as aforesaid the Company gives no guarantee as to the goods but the Company will use its best endeavours to secure for the customer the benefit of any guarantee, warranty or assurance provided by the manufacturer of the goods.

(g) The Company shall have no further liability in respect of the goods or any other defects therein (including liability for negligence) and all conditions and warranties whether express or implied by law as to the quality of the goods or their fitness for a particular purpose or as to the design, workmanship and manufacture thereof and the materials used therein or as to the validity of patents or licences or otherwise in any way are hereby expressly excluded except to the extent that this paragraph may be held not to satisfy any requirement of reasonableness imposed by the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof.

(h) The Company shall have no liability for any information or advice given in connection with the supply of goods.

(i) Except to the extent that this paragraph may be held not to satisfy any requirement of reasonableness imposed by the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof the Company shall not be responsible for any injury, damage or loss caused directly or indirectly by the goods whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise and the customer shall indemnify the Company against any claim ensuing from any such injury damage or loss.

(j) Without prejudice to the generality of the foregoing the Company shall not be liable for any consequential loss including but not limited to loss of profits.

(k) No part of this paragraph or of these terms and conditions seeks to exclude or limit the Company's liability for death or personal injury arising from negligence.

13. Sale or Return

Title to any goods supplied on a 'Sale or Return' basis shall pass to the customer in accordance with Rule 4 Section 18 of the Sale of Goods Act 1979 but the risk in any such goods shall pass to the customer in accordance with paragraph 9 hereof. The customer shall be deemed to have purchased any such goods unless they are received by the Company within 30 days after delivery to the customer and at the expiration of such period full payment will become immediately due. The Company reserves the right to withhold delivery of any such goods until the customer has shown to the Company's satisfaction that they are insured with a reputable insurance company against any loss or damage howsoever occasioned whilst they are in the customer's possession or control.

14. Installation and Maintenance

In the event of the Company agreeing to install any of its goods on the customer's premises or agreeing to carry out maintenance work on the goods then:

(i) Although the Company will endeavour to affect such installation or maintenance on a date to be agreed with the customer such date is estimated only and not guaranteed and the Company shall not be under any liability to the customer for any loss or damage, direct or consequential, caused by or resulting from any delay;

(ii) The customer shall be responsible for giving the Company or its agent's suitable access for such installation or maintenance;

(iii) If as a result of any damage sustained to the goods after the risk therein has passed to the customer the installation work shall be increased, an additional charge shall be made to the customer;

(iv) Except to the extent that this paragraph may be held not to satisfy any requirement of reasonableness imposed by the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof the Company shall not be responsible for any injury, damage or loss caused directly or indirectly by the installation, servicing or maintenance of the goods and the customer shall indemnify the Company in respect of any claim ensuing from any such injury damage or loss.

15. Returns

No goods supplied by the Company shall be accepted for credit replacement or repair by the Company without its previous written consent. Only goods carried in stock at the time of any proposed return will be considered for return. The amount of credit allowed will be governed by the facts in each case.

16. Insolvency of the Customer

(a) This clause will apply if:

(i) the customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

(ii) an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the customer; or

(iii) the customer ceases, or threatens to cease to carry on business; or

(iv) the company reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.

(b) if this clause applies, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract without any liability to the customer and if the goods have been delivered but not paid for either the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, or the customer shall grant a right of access to the premises to the Company which shall forthwith be entitled to enter and repossess any goods delivered to which the Company retains title under Paragraph 8 of these Terms and Conditions

17. Force Majeure

The Company will not be liable for any loss or damage sustained by the customer by reason of act of God, war, riot, fire, strike, lock-out, governmental control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Company's control.

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Terms and Conditions (Cont...)

18. Dispute

In the event of any dispute regarding quality of goods or suitability for purpose or any other dispute arising howsoever out of the terms of this contract the matter shall first be put to arbitration. The arbitrators to be appointed by mutual agreement or failing agreement by the London Chamber of Commerce.

19. Legal Construction

This contract shall be governed by English Law. The only tribunals with jurisdictional authority to determine any dispute arising directly or indirectly from the contract shall be the courts of England.

20. Communications

Written communications Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

21. Transfer of rights and obligations

(a) The contract between you and us is binding on you and us and on our respective successors and assign.

(b) You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without or prior written consent.

(c) We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

22. Waiver

(a) If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

(b) A Waiver by us of any default shall not constitute a waiver of any subsequent default.

(c) No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

23. Entire agreement

(a) These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

(b) 2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms & Conditions.

(c) Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

24. Our right to vary these terms and conditions

(a) We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

(b) You will be subject to the policies, terms and conditions and Licence Agreement in force at the time that you order products from us, unless any change to those policies, these terms and conditions or the Licence Agreement is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies, these terms and conditions or the Licence Agreement before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the products).

25. Ownership of rights.

All intellectual property rights in the Products (including without limitation patents, copyright, registered designs, unregistered design rights, trademarks, rights in trade names and other industrial or intellectual property rights subsisting in any country) shall remain the exclusive property of Axicon Innovations Ltd.

Severability If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

February 2009

