



Coder IJPS Ltd.

Unicorn Business Centre,
The Ridgeway, Chiseldon,
Wiltshire. SN4 0LX

Company No. 3204120
Vat Reg. No.: 663506533
Telephone: 01793740440

Terms and Conditions

Consumables and Component Parts.

Coder IJPS Ref: TCC010505

Date: 01 March 2010

These Terms and Conditions will prevail over other conditions contained in any purchase order, acceptance, estimate or quotation, or otherwise and no other agreement, representation, promise or undertaking shall have effect unless expressly accepted in writing by Coder Ltd.

Unless otherwise specified, quotations remain valid for 30 days.

1. (1) A contract shall be effected when Coder IJPS Ltd receives and Order Number from the Buyer in writing or verbally for the Buyer's order. Delivery periods shall run from the date of receipt of such order reference.
- (2) A contract may be cancelled by the Buyer only with the prior consent of Coder IJPS Ltd. and in such event the Buyer shall pay cancellation charges adequate to cover Coder IJPS Ltd.'s costs.
- (3) Where consumables or parts have to be specifically manufactured, Coder IJPS Ltd reserves the right to re-adjust prices at the time of shipment if there has been a substantial change in manufacturing costs or currency exchange rates. In such instances, and without detail, Coder IJPS Ltd. will give notification of the re-adjustment but not later than 4 weeks before delivery. Where a delivery date of 4 (four) weeks or less is given, this paragraph will not apply.

2. Unless subject to a purchase agreement or otherwise agreed, the terms of payment are: Pro-forma for new buyers or 30 days from invoice date for established customers. All outstanding balances not so paid will be liable to compound interest charged at the rate of 1.5% per month and/or the account put on hold. Title to the goods shall remain with Coder IJPS Ltd until payment is made in full. The Buyer's assumption of the risk in the goods will commence when delivery is effected to the destination given on the order confirmation.
3. Every reasonable effort will be made to deliver the goods on the requested date. Such delivery is not guaranteed and is also subject to delays which are beyond the control of Coder IJPS Ltd. Any delay in shipment made at the Buyer's request shall not operate to delay payment of the purchase price.
4. Following supply of the goods and within the warranty period specified below, Coder IJPS Ltd will supply replacement items for any which are faulty or become defective provided such failure results from normal use and that the defective components are returned to Coder IJPS Ltd at the expense and risk of the Buyer.

Warranty Period: Ink and Solvents: Use of Goods within the specified expiry date.
Component parts as supplied: 30 days from delivery

5. In the instances where Coder IJPS Ltd replaces OEM consumables within the OEM equipment, Coder IJPS Ltd undertakes to revert the equipment to the original consumable type at no cost to the buyer where it can be shown that Coder IJPS Ltd. supplied consumables are defective or incompatible with the specific established application.
6. Under no circumstances shall Coder IJPS Ltd be liable for damages or losses directly or indirectly arising out of, or connected with, the use of any consumables supplied by them.
7. Details of the design or construction of the parts or consumables may be changed without notice where, in the judgement of the manufacturer, such change is deemed advantageous to the operation of the equipment.
8. Periodically, it may be necessary to increase the prices of parts and/or consumables. Any such increase/s will be notified to the Buyer through the Buyer's purchase dept. by letter accompanied by the current Terms and Conditions relating to the items.