

Terms and conditions for the direct sale of consumables, hardware, and services

1. INTERPRETATION

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Business Hours: the period from 08.30 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 16.4.

Consumables: such inks, media, and printing sundries that InkTec may agree to supply to you from time to time as set out in the relevant Order.

Contract: the contract between InkTec and you for the supply of Goods and/or Services in accordance with these Conditions, including where applicable the Extended Warranty and Extended Warranty Policy.

Extended Warranty: the extended warranty provided (if any) on the purchase of Hardware, as confirmed in the Order and subject always to the Extended Warranty Policy.

Extended Warranty Policy: the additional terms and conditions which apply to any Extended Warranty, and which are incorporated into the Contract.

Force Majeure Event: an event, circumstance, or cause beyond InkTec's reasonable control.

Goods: such Consumables and/or Hardware (or any part of them) as InkTec may agree to supply to you from time to time as set out in the relevant Order.

Hardware: such new or second-hand printers (and associated equipment) as InkTec may agree to supply to you from time to time as set out in the relevant Order.

Incoterms: The International Chamber of Commerce's International Commercial Terms 2023.

Order: your order for Goods and/or Services, as set out in your purchase order form, any order placed by you on the Website or your written acceptance of InkTec's quotation, as the case may be.

Services: such installation, repair, maintenance, consulting, training and/or other services as InkTec may agree to provide to you from time to time, including any services incidental or ancillary to such services (or any part of them) as set out in the relevant Order.

website: the InkTec websites at www.inktec-europe.com and <https://shop.inktec-europe.com/>.

you or your: the person or firm who purchases the Goods and/or Services from InkTec.

1.2 Interpretation

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- (b) A reference to a party includes its successors and permitted assigns.

- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

- (e) A reference to **writing** or **written** includes email but excludes fax.

2. BASIS OF CONTRACT

2.1 These Conditions apply to each Contract between you and InkTec to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.

2.2 An Order constitutes an offer by you to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.

2.3 An Order shall only be deemed to be accepted when InkTec issues a written acceptance of the Order confirming that it has been processed and an order number has been raised, at which point the Contract shall come into existence.

2.4 You waive any right you might otherwise have to rely on any term endorsed upon, delivered with, or contained in any of your documents that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter, or advertising produced by InkTec, including the Website, and any descriptions or illustrations contained in InkTec's catalogues or brochures, or the Website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by InkTec shall not constitute an offer. A quotation shall only be valid for a period of 14 Business Days from its date of issue. InkTec retains the right to make amendments by email to quotes at any time.

3. GOODS

3.1 The Goods are described in the Order.

3.2 InkTec reserves the right to amend any Order if required by any applicable statutory or regulatory requirement, and InkTec shall notify you in any such event.

4. DELIVERY OF GOODS

4.1 You will be responsible for the disposal of all packaging. InkTec does not accept returns of packaging materials. There will be a charge made by InkTec for disposal of hardware crates. If you require InkTec to dispose of the hardware crates you will need to notify us when making the Order to request this service and we will confirm the costs of disposal.

4.2 InkTec shall endeavour to deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after InkTec notifies you that the Goods are ready.

- 4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. InkTec shall not be liable for any delay in delivery of the Goods and or for any failure to deliver the Goods. If you experience a delay in delivery, please notify us as soon as possible.
- 4.5 If you fail to accept delivery of the Goods within 3 Business Days of InkTec notifying you that the Goods are ready, then:
- (a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the third Business Day after the day on which InkTec notified you that the Goods were ready; and
 - (b) InkTec shall store the Goods (at your risk) until actual delivery takes place and charge you for all related costs and expenses.
- 4.6 If 10 Business Days after the day on which InkTec notified you that the Goods were ready for delivery you have not taken actual delivery of them, InkTec may resell or otherwise dispose of part or all of the Goods.
- 4.7 InkTec may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 4.8 InkTec, at its sole discretion, shall determine whether to fulfil an Order by dispatching the Goods from a warehouse within the United Kingdom or a warehouse within the European Union.
- 5. RETURNS PROCESS FOR CONSUMABLES**
- 5.1 Orders may only be cancelled with InkTec's prior written consent, which InkTec may withhold at its discretion, whether before or after delivery.
- 5.2 You are responsible for checking the Goods ordered are suitable for your purpose and compatible with your equipment. You will be required to check the Goods within three Business Days of their delivery to ensure they are compatible and suited to your reason for purchase and that they are as per the Order and any specification. Should there be any issues you must contact us as set out in clause 5.3.
- 5.3 If you decide for any reason that you do not require an item of Consumables, then you must first contact InkTec to request consent to return the item within 10 Business Days of the delivery date. If InkTec consents to the return it will issue an RMA (Return Merchandise Authority) number which must be quoted.
- 5.4 Any returns are at the sole discretion of InkTec and may be refused or may be accepted subject to a restocking or administration fee.
- 5.5 Any items which InkTec agrees that you may return, must be unopened and unused. It is your responsibility to pay the full mailing costs to return any unwanted items. Please write the RMA number provided clearly on the outside of the package and ensure that you obtain proof of postage for any returned items. InkTec does not accept any responsibility for packages that are not received.
- 5.6 Any items must be adequately packed to avoid damage to original packaging. InkTec reserve the right to refuse exchange or refund of any Consumables which it deems to be unsaleable, damaged or in a substandard condition.
- 5.7 Once InkTec receives any return, it will contact you to confirm receipt and will inspect the returned items to ensure that they are in a resaleable condition and in their original unopened packaging. If InkTec deems the items to be resaleable, it will offer a replacement product or a refund (at its discretion).
- 5.8 If a refund is agreed, InkTec will endeavour to issue this within 7 Business Days of confirming the same to you, minus any shipping charges, and it will be paid by the same payment method as the initial order, or a credit will be applied to your account.
- 5.9 If the items received are deemed by InkTec to not be in a resaleable condition, you will be informed of this, and no refund or exchange will be issued.
- 5.10 The RMA number will be valid for a period of ten days from the date of issue by InkTec. If the Consumables have not been sent to InkTec within this period, you must request a new RMA number.
- 5.11 Discontinued or short life products sold at reduced prices cannot be returned in any circumstances.
- 6. QUALITY OF GOODS**
- 6.1 InkTec warrants that on delivery the Consumables shall be free from material defects in design, material, and workmanship.
- 6.2 Subject to clause 7, InkTec warrants that on delivery and for a period of 12 months after delivery, the Hardware shall be free from material defects in design, material and workmanship.
- 6.3 Subject to clause 6.4, if:
- (a) you give notice in writing to InkTec within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1 or clause 6.2 (as applicable);
 - (b) InkTec is given a reasonable opportunity of examining such Goods; and
 - (c) you (if asked to do so by InkTec) return such Goods to InkTec at your cost and using the RMA number provided by InkTec,
- InkTec shall, at its option, repair or replace the defective Consumables, or refund the price of the defective Goods in full.
- 6.4 InkTec shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 or clause 6.2 (as applicable) if:
- (a) you make any further use of such Goods after giving notice in accordance with clause 6.3;
 - (b) the defect arises because you failed to follow InkTec's and/or the manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) you have not carried out your obligations in accordance with clause 10;
 - (d) the defect arises as a result of InkTec following any drawing, design or specification supplied by you;
 - (e) you alter or repair any Goods without the written consent of InkTec; or

- (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 6.5 Except as provided in this clause 6, InkTec shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 6.1 or clause 6.2 (as applicable).
- 6.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.7 These Conditions shall apply to any repaired or replacement Goods supplied by InkTec.
- 6.8 If any Goods are delivered in poor condition, you must reject the Goods or sign for the Goods as damaged. If accepted in a damaged state, you must photograph the damage and provide this to InkTec immediately following receipt so that InkTec can make a claim against the courier.
- 7. EXTENDED WARRANTY**
- 7.1 Where agreed prior to the purchase of Hardware as confirmed in the Order, InkTec shall provide the Extended Warranty subject always to the Extended Warranty Policy.
- 8. TITLE AND RISK IN GOODS**
- 8.1 The risk in the Goods shall pass to you on completion of delivery.
- 8.2 Title to the Goods shall not pass to you until the earlier of:
- (a) InkTec receives payment in full (in cash or cleared funds) for the Goods and any other goods that InkTec has supplied to you; and
- (b) you resell the Goods, in which case title to the Goods shall pass to you at the time specified in *clause 8.4*.
- 8.3 Subject to clause 8.4, until title to the Goods has passed to you, you shall:
- (a) store the Goods separately from all other goods held by you so that they remain readily identifiable as InkTec's property.
- (b) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify InkTec immediately if you become subject to any of the events listed in clause 14.1(b) to clause 14.1(d); and
- (e) give InkTec such information as InkTec may reasonably require from time to time relating to:
- (i) the Goods; and
- (ii) your ongoing financial position.
- 8.4 Subject to clause 8.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before InkTec receives payment for the Goods. However, if you resell the Goods before that time:
- (a) you do so as principal and not as InkTec's agent; and
- (b) title to the Goods shall pass from InkTec to you immediately before the time at which resale by you occurs; and
- (c) InkTec reserves the right to any profits made through the use of these Goods until InkTec receives payment in full for the Goods.
- 8.5 At any time before title to the Goods passes to you, InkTec may:
- (a) by notice in writing, terminate your right under clause 8.4 to resell the Goods or use them in the ordinary course of your business; and
- (b) require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product and if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.
- 9. SUPPLY OF SERVICES**
- 9.1 InkTec will provide the Services with reasonable care and skill.
- 9.2 InkTec's call out times and charges will be confirmed at the time Services are requested or, in the case of any Extended Warranty, shall be as per the Extended Warranty Policy.
- 10. YOUR OBLIGATIONS**
- 10.1 You:
- (a) agree to co-operate with us in all matters relating to the Services;
- (b) will provide all information necessary and/or as we request in order for us to provide the Services;
- (c) will provide us with all information and access as we request in order to complete our survey and you will carry out and fully implement all recommendations made in the survey prior to the installation of any Hardware;
- (d) are responsible for ensuring that all information provided is useable, complete and accurate;
- (e) are responsible for reviewing the MSDS information sheet and following all manufacturer guidance for the adequate storage of the Goods.
- (f) will review the Goods upon delivery to ensure you are satisfied all Goods have been delivered as per your Order;
- (g) are responsible to check and monitor the compatibility of the Goods to your devices and confirm that you are not relying on InkTec to make any recommendations as to compatibility;
- (h) will inform us in writing in advance if there any special precautions required when we attend your premises to provide the Services.
- (i) will use all reasonable endeavours to regularly check any Hardware for defects during the use of such Hardware and notify InkTec immediately upon becoming aware of any such defects;
- (j) will supply all necessary site facilities such as electricity and full access to the site to allow any Services to be carried out;

- (k) will ensure any InkTec engineer has immediate access to the Hardware on arrival, that the machine is clean and the surrounding area free of materials providing adequate room for the engineer to work. Any time required to rectify such issues will be chargeable at InkTec's service charge hourly rate; and
- (l) will ensure adequate lighting and welfare facilities are available for use.
- 11. PRICE AND PAYMENT**
- 11.1 The price of the Goods and/or Services shall be the price set out in the Order, or, if no price is quoted, the price set out in InkTec's published price list in force as at the date of delivery.
- 11.2 For Goods stored by InkTec in the United Kingdom all prices quoted are based upon delivery by the normal transportation within the mainland of the United Kingdom and the Isle of Wight. For Goods delivered outside of the mainland of the United Kingdom and the Isle of Wight, extra labour and/or special packing and/or special transportation arrangements will be charged over and above quoted prices.
- 11.3 If you order Goods from the United Kingdom for delivery outside of the United Kingdom or if you order Goods from the member states of the European Union for delivery outside of the member states of the European Union, then your Order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that InkTec has no control over these charges and cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your Order.
- 11.4 InkTec may, by giving notice to you at any time before delivery, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to:
- (a) any factor beyond InkTec's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, and other manufacturing costs);
- (b) any request by you to change the delivery date(s), quantities, or types of Goods and/or Services ordered, or the specification; or
- (c) any delay caused by any of your instructions or your failure to give InkTec adequate or accurate information or instructions.
- 11.5 The price of the Goods and/or Services:
- (a) excludes amounts in respect of value added tax (VAT) if applicable, which you shall additionally be liable to pay to InkTec at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance, and transport of the Goods, which shall be invoiced to you.
- 11.6 A non-refundable deposit will be required when ordering Hardware. The amount and timing of payment of this deposit shall be as confirmed in the Order.
- 11.7 InkTec may invoice you for the Goods (less any deposit paid in accordance with clause 11.6) on or at any time after the completion of delivery.
- 11.8 You shall pay each invoice submitted by InkTec:
- (a) within the terms specified on your invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by InkTec, and
- (c) time for payment shall be of the essence of the Contract.
- 11.9 If you fails to make a payment due to InkTec under the Contract by the due date, then, without limiting InkTec's remedies under clause 14, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 11.10 All amounts due under the Contract 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).
- 12. DATA PROTECTION**
- The Contract is subject to our Data Protection and Privacy policies, which can be found at www.shop.inktec-europe.com/data-protection-policy-gdpr-compliance/ **Data Protection Policy**, as may be updated or replaced from time to time.
- 13. LIMITATION OF LIABILITY**
- 13.1 InkTec has been unable to obtain insurance in respect of certain types of liability at a commercially viable price.
- 13.2 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by 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.
- 13.4 Subject to clause 13.3, InkTec's total liability to you shall not exceed the total price paid for the relevant Goods and/or Services under the Order.
- 13.5 Subject to clause 13.3, the following types of loss are wholly excluded:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;

- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

13.6 This clause 13 shall survive termination of the Contract.

14. TERMINATION

14.1 Without limiting its other rights or remedies, InkTec may terminate this Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of being notified in writing to do so;
- (b) you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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 your assets or ceasing to carry on business;
- (c) you suspend, threaten to suspend, cease, or threaten to cease to continue all or a substantial part of your business; or
- (d) your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the Contract is in jeopardy.

14.2 Without limiting its other rights or remedies, InkTec may suspend provision of the Goods under the Contract or any other contract between you and InkTec if you become subject to any of the events listed in clause 14.1(b) to clause 14.1(d), or InkTec reasonably believes that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract by the due date for payment.

14.3 Without limiting its other rights or remedies, InkTec may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract by the due date for payment.

14.4 On termination of the Contract for any reason you shall immediately pay to InkTec all of InkTec's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, InkTec shall submit an invoice, which shall be payable by you immediately on receipt.

14.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

15. FORCE MAJEURE

InkTec shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.

16. GENERAL

16.1 Assignment and other dealings.

- (a) InkTec may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of InkTec.

16.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16.3 Entire agreement.

- (a) The Contract and the Data Protection Policy and, where applicable, the Extended Warranty and Extended Warranty Policy (if any), constitute the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 16.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.5 **Waiver.**
- (a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 16.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.7 **Notices.**
- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (A) InkTec – orders@inkteceu.com
 - (B) You – the email address used in the relevant Order.
 - (b) Any notice shall be deemed to have been received
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 08.30 am on the two Business Day after posting; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.7(b)(iii), business hours mean 08.30am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 16.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 16.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.