

## Terms and Conditions

**IMPORTANT INFORMATION:** Retailers, wholesalers, and third parties have different barcode requirements and restrictions. By using our website, you agree to the terms and conditions below.

### 1. Definitions

1.1 The “Seller” means “GST”

1.2 The “Buyer” means any person who accepts a quotation for goods or services from the Seller or whose order for goods or services is accepted by the Seller.

1.3 “goods” means any goods the Seller supplies to the Buyer.

1.4 “Services” means any services the Seller is to provide to the Buyer.

1.5 “conditions” and/or “terms” means the terms and conditions set out herein and any special or additional conditions agreed in writing by the Seller.

1.6 “writing” includes by mail or email.

1.7 “website” or “site” means this internet site.

### 2. Conditions

2.1 These conditions apply to all contracts for the sale of goods by the Seller to the Buyer. They shall be deemed to supersede and exclude all other terms and conditions, including any that the Buyer may seek to apply under any purchase order, confirmation of order, or similar document.

2.2 No variation or addition to these terms and conditions shall be effective unless agreed in writing by a duly authorized officer of the Seller.

2.3 No employee or agent of the Seller is authorized to make any representations concerning goods on the Seller’s behalf unless such representations are confirmed in writing by the Seller, and any representations made without the written confirmation of the Seller may not be relied upon in connection with any contract.

2.4 Until dispatch of goods by the Seller to the Buyer or the Buyer’s acceptance in writing of any quotation of the Seller for the supply of goods or services (whichever shall first occur) no contract for the sale of goods or services shall arise.

2.5 The Seller shall be at liberty to correct without any liability on the Seller’s part and prior notification of any error or omission in any sales literature, price list, acceptance of offer, quotation, invoice, or other document issued by the Seller.

2.6 On the Buyer accepting delivery of the goods or accepting in writing a quotation for the supply of goods or services, such acceptance shall be deemed to be acceptance of these conditions.

2.7 By using the Website, the Buyer acknowledges that they have read, understood and accepted these conditions and agree to be bound by them.

2.8 If you are using this Website on behalf of a company, association, partnership or other such entity ("Entity") then the Buyer warrants that they are authorized to agree to these Terms and Conditions and make any purchases of Products on behalf of the Entity.

2.9 The Buyer accepts the Fair Use Policy for Dynamic QR codes and 2D Barcodes.

### 3. Order Acceptance

3.1 The advertisement of any merchandise or service on this site does not constitute an offer to sell. Your receipt of an order confirmation (electronic, fax or other form) does not constitute our acceptance of your order or confirm our offer to sell. The Seller reserves the right to accept or decline your order for any reason.

### 4. Prices

4.1 The Seller makes every effort to have all products offered on our website in stock and at the price listed. Our site's pricing and availability information is the most current. Still, unfortunately, mistakes do occur, and this information does not constitute a guarantee of price or availability.

4.2 If a product you have ordered is unavailable for shipment, we will do our best to let you know. Anticipated delivery dates depend upon many factors beyond our control and are subject to change.

4.3 The price for the goods or service shall be that on the Seller's current price list unless otherwise agreed in writing by the Seller.

### 5. Payment

5.1 The Seller is prepared to consider applications for credit accounts from corporate customers subject to approved references.

5.2 Non-credit account Buyers must make payment in full of any invoice before the despatch of goods.

5.3 Payment may be made by cash, cheque, credit or bank transfer.

5.4 Buyers with credit accounts must make payment in full on the terms of credit agreed upon, which shall not be more than 30 days from the date of invoice unless otherwise agreed in writing by the Seller.

5.5 If any invoice becomes overdue for payment, interest will be payable at 2% per month from the date the payment became due under the invoice until the date of payment. Such interest will accrue both before and after any Judgment.

## 6. Delivery

6.1 The Seller will take all reasonable steps to keep to any estimated delivery date, but time shall not be of the essence. The Seller shall not be liable for any losses consequential or otherwise arising directly or indirectly from any failure to meet any estimated delivery date. The Seller reserves the right to make delivery before the quoted delivery date on giving reasonable notice to the Buyer.

6.2 The method of despatch of all goods shall be at the Seller's absolute discretion.

6.3 Delivery of goods will usually be by email. Some items are automatically emailed within a few minutes of order. Other items will be created manually and emailed to you within 48 hours, depending on the day and time your order is placed.

## 7. Ownership and Risk

7.1 Upon delivery of the goods to the Buyer or upon the goods being retained at the Seller's premises at the Buyer's request, the risk in the goods shall immediately pass to the Buyer.

7.2 Title to the goods shall remain vested in the Seller until the invoice for the goods has been paid in full.

7.3 The Buyer shall hold the goods as the Seller's fiduciary agent and bailee until such time as title to the goods passes to the Buyer and shall keep the goods properly stored, protected, insured, and identified as the Seller's property. 7.4 Whilst the purchase price for any goods delivered to the Buyer shall remain overdue for payment either wholly or in part, then without prejudice to any of its other rights, the Seller may recover and/or resell the goods or any of them and may enter on the Buyer's premises by its servants or agents to recover the goods and shall be entitled to recover from the Buyer any costs incurred in connection with such recovery. 7.5 Until payment for any goods has been made in full, the Buyer shall not pledge, charge by way of security, or in any other way encumber the goods that remain the property of the Seller.

## 8. Warranties

8.1 Each party warrants that it has the right and full power and authority to enter into this Agreement.

8.2 The Seller warrants that it will pass to the Purchaser good title to the Products. This is the ONLY warranty extended on the Products and Buyer expressly agrees that it is taking the Products "AS IS" and the Seller makes no other warranty, express or implied.

8.3 The Seller's warranty shall not come into force unless the invoice for the goods was paid by the due date.

8.4 Save as provided in these conditions, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the extent permitted by law.

8.5 Any description does not imply a warranty that the products are merchantable or fit for a particular purpose.

8.6 The Seller shall not be responsible for any incompatibility of use issues or held liable to the Buyer because of any representation or any implied warranty, condition or other term or any duty of common law for any direct or indirect special or consequential loss or damage expenses or other claims for compensation whatsoever whether caused by negligence of the Seller, its employees or agents or otherwise which arise out of or in connection with the supply of goods or their use or resale by the Buyer of whatsoever nature.

8.7 The Seller does not warrant that any retailer will accept its barcode products. The Seller shall not be responsible for any non-acceptance or use issues or held liable to the Buyer because of any inability or other reason for the Seller's barcode products to not be accepted by any retailer, wholesaler or other party. The Buyer acknowledges that before purchasing any goods or services from the Seller, it is the Buyer's responsibility to determine whether the retailers they intend to supply have any specific barcoding requirements or restrictions and whether the Seller's goods and services will suit this purpose. The Seller will not be liable for any loss or injury from using the UPC or EAN barcode numbers and/or barcodes by the Buyer or other parties.

8.8 The Seller makes no other warranties, expressed or implied, regarding the goods, quality,

fitness or marketability for any specific use or purpose. Any goods warranty applies only to the Buyer and not to any third party. No liability or consequential damages for any use of the goods, negligence, misuse or modification is accepted.

8.9 The Buyer expressly agrees that the Seller will not be liable for any special, incidental, consequential, indirect or other similar damages (regardless of whether such damages are foreseeable) that arise from the breach of warranty, breach of contract, negligence, strict liability, or any other kind of civil liability connected with this agreement or the use of the Sellers products. The Seller makes no warranties of merchantability or fitness for any particular purpose of the products.

8.10 The Seller shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market or the consequences of delay or deviation however caused.

8.11 The commencement date of all warranties is the date of delivery to the Buyer from the Seller.

8.12 Any liability for consequential and incidental damages is expressly disclaimed.

8.13 The Seller's liability in all events is limited to, and shall not exceed, the purchase price paid for the goods or services sold that gives rise to such liability. The Seller's payment of such amount shall be the final and exclusive remedy in the exhaustion or unavailability of any other remedy specified herein. It shall not be construed or alleged by the customer to have failed of its essential purpose.

8.14 The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Seller may make improvements and/or changes to the site at any time.

8.15 The Seller makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics on the site for any purpose to the maximum extent permitted by applicable law. All information, software, products, services, and related graphics are provided "as is" without warranty or condition. The Seller disclaims all warranties and conditions concerning this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

8.16 To the maximum extent permitted by applicable law, in no event shall The Seller be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services, and related graphics, obtained through the site or otherwise arising out of the use of the site.

8.17 The Seller provides barcode numbers, labels, images, and other goods and services in good faith. The Buyer shall thoroughly test these before printing them on any product or using them. The Buyer is responsible for ensuring that these items or services are correct and fit for purpose. The Seller accepts no responsibility for any incorrect items or services.

## 9. Force Majeure

9.1 The Seller will not be responsible for any delay in delivery, or failure to deliver, any products if such delay or failure results from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, delay or failure of suppliers or transportation, or governmental acts.

## 10. Cancellation of Contract/Return of Goods/Replacement of Defective Goods

10.1 A contract may not be cancelled once the Seller accepts it, and no goods may be returned except at the Seller's absolute discretion.

10.2 The Seller does not provide returns or refunds. Once an order has been processed, the barcode numbers are immediately assigned to the Buyer and become his/her property. The Seller has no way of cancelling an order or returning the barcodes to its database. The Seller

also has no way of determining if the Buyer has used any of the numbers he/she might be attempting to return.

#### 11. Modification of Terms.

11.1 The Seller's acceptance of any order is subject to the Buyer's consent to all of the terms and conditions outlined in these terms and conditions, and the Buyer's consent to these terms and conditions shall be presumed from the Buyer's acceptance of all or any part of the goods or services ordered. No addition or modification of terms and conditions shall be binding upon the Seller unless agreed to by the Seller in writing. Suppose a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in these terms and conditions. In that case, the Seller's acceptance of any order shall not be construed as consent to any additional or varied terms and conditions, nor will that constitute a waiver or variation by the Seller of any of the terms and conditions contained herein.

11.2 The Seller reserves the right, in our sole discretion, to change the Terms under which our products and services are offered. The most current version of the Terms will supersede all previous versions.

#### 12. Notices

12.1 Any notice required by the Buyer to be given to the Seller shall be in writing and addressed to the Seller at its registered office or principal place of business. It shall be delivered personally or sent by first registered mail to the postal address on the Contact Us page on this website. If there is no postal address on that page, then notice may be given to the email address.

#### 13. Governing Laws

13.1 All disputes arising out of or in connection with this contract shall be determined and governed by the laws of Saudi Arabia. Notwithstanding the preceding, any legal action by Customer concerning any transaction must be commenced within three months after the cause of action has arisen.

#### 14. Severability

14.1 If any portion of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be redefined, or a new enforceable term provided, such that the intent of the Seller and the Buyer agrees to the provisions of these Terms and Conditions shall be enforceable to the fullest extent of the applicable laws.

14.2 If any provision of this Agreement is wholly or partially invalid or unenforceable, the other provisions of the Agreement will not be affected by such invalidity or unenforceability.

#### 15. Intellectual Property

15.1 Letters, quotations and proposals may contain proprietary and confidential information belonging to the Seller. This includes, but is not limited to, any content, intellectual property, technical method and text incorporated into the document. It shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this document without the prior written consent of the Seller. Title in and to this document and all information contained herein remains at all times with the Seller.

15.2 Please refer to our Email Disclaimer regarding written communication supplied by email.

#### 16. No Third-Party Benefit

16.1 The provisions stated above are for the sole benefit of the parties hereto and confer no rights, benefits or claims upon any person or entity not a party hereto.

#### 17. Accuracy

17.1 All information contained in this Site is based on up-to-date information, and while the Seller endeavors to ensure that material is correct, accuracy cannot be guaranteed, and the Seller makes no warranties or representations as to its accuracy.

#### 18. Site Revisions

18.1 All information contained in this Site is based on up-to-date information. The Seller reserves the right to change this Site without prior notice. By entering this Site, you acknowledge and agree to these changes as a result.

#### 19. Privacy Policy

19.1 The Seller will not sell, lend, or disclose personal customer information to any third party not involved in providing the required goods and services to the buyer.

19.2 For credit card payments, Card Data is encrypted using SSL technology and processed directly by Amazon Pay, STC Pay, Tabby , No card data is stored on-site; it is all encrypted.

#### 20. Entire Agreement

20.1 This constitutes the entire agreement between the Buyer and the Seller. The Buyer shall consider placing an order to purchase to be acceptance of these terms. These Terms and Conditions supersede all prior proposals, offers, discussions, correspondence, or communications regarding this transaction. They may only be modified by a subsequent written agreement approved by the Seller.