
PIXSTAR ANPR TECHNOLOGY LIMITED (the “Company”)

GENERAL TERMS AND CONDITIONS OF SALE

1. Application

- 1.1 These Conditions shall apply to any contract (the “Contract”) for the sale of any goods (the “Goods”) by the Company to any purchaser (the “Buyer”) and shall apply in place of, prevail over and supersede any terms or conditions contained or referred to in the Buyer’s order or otherwise or in correspondence, brochures or catalogues or elsewhere or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by a director or other authorised representative of the Company and any purported provisions to the contrary are hereby excluded or extinguished and the supply of the Goods shall not constitute acceptance of any other terms.
- 1.2 In entering into the Contract, the Buyer acknowledges that it has not relied on and the Company shall not be liable for any representation, warranty, advice or recommendation made by or on behalf of the Company unless made fraudulently or as expressly provided in these Conditions.

2. Orders and Specifications

- 2.1 No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company’s authorised representative.
- 2.2 The Buyer shall be responsible for ensuring the accuracy of any order for Goods (including any specifications) and that the Goods requested are suitable for its needs and providing any necessary information within sufficient time to enable the Company to perform its obligations under the Contract. The Company shall have no liability for the failure of any Goods to meet any specific requirements of a Buyer.

3. Price and Payment

- 3.1 The Company agrees to supply and the Buyer agrees to accept and pay for the Goods at the rates or for the sums quoted in any written Contract expressly incorporating these conditions. Where no price has been quoted, the Company will supply the Goods at the price listed in the Company’s current published price list.
- 3.2 The Company shall be entitled, by giving notice to the Buyer at any time prior to delivery of the Goods, to adjust the price to reflect any increase in the cost to the Company of supplying the Goods.
- 3.3 Unless otherwise agreed in writing, all prices are exclusive of VAT (which the Buyer shall additionally pay to the Company), packaging, carriage, delivery and insurance.
- 3.4 Unless otherwise agreed in writing, payment by the Buyer of the price shall be made within 30 days of the date of invoice.
- 3.5 The time of payment of the price shall be of the essence. If the Buyer fails to pay the price for the Goods on or before the due date then, without prejudice to any other right or remedy available to the Company, the Company shall:-

- (a) Be entitled to interest on the outstanding amount at the annual rate of 4 per cent. (4%) above the Barclays' Bank base rate from time to time in force until payment in full is made; and
 - (b) Be entitled to cancel the Contract for the sale of Goods or suspend any further deliveries to the Buyer.
- 3.6 No payments may be withheld or any deduction or withholding made by the Buyer for any reason nor may any claim of the Buyer be set off against any payment due to the Company without the prior written consent of the Company.

4. Delivery

- 4.1 Unless notified by the Buyer in writing not less than 7 working days prior to delivery, the Company shall deliver the Goods to the address agreed to in writing by the Buyer. Delivery of the Goods to the location (as agreed in accordance with this Clause 4.1) shall constitute delivery to the Buyer and sub-sections (2) and (3) of Section 32 of the Sale of Goods Act 1979 shall not apply to the Agreement. The Company reserves the right to make part/multiple shipments.
- 4.2 Any dates or timescales quoted for delivery of the Goods are estimates only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery of the Goods is not of the essence of the Agreement.

5. Title and Risk

- 5.1 Risk in the Goods shall pass to the Buyer on despatch and the Buyer shall adequately insure the Goods until such time as the property in the Goods passes to the Buyer unless shipped and insured by PIXSTAR.

6. Confidentiality

Both parties undertake to treat any information or materials received pursuant to the Contract from the other party or its agents as confidential and not to use or disclose to any third party such information without the other party's prior written consent.

7. Buyer's Warranties

The Buyer warrants and undertakes:

- 7.1 If it discovers or otherwise becomes aware that any of the intellectual property rights embodied in any of the Goods have been or are being infringed upon by any third party then it shall promptly notify the Company;
- 7.2 not to lease, rent or hire any of the Goods or copy, reproduce, translate, adapt, vary or modify any part of the Goods other than as may be allowed by the Company by notice in writing from time to time;
- 7.3 Provide the Company upon request with such sales and other information relating to the Goods as the Company may require.

8. **Warranty and Liability**

- 8.1 The Company will give credit against subsequent orders for stock delivered to the Buyer in a faulty condition and returned by the Buyer within twelve months of such
- 8.2 stock being sold and all conditions and warranties whether express or implied by statute, common law, trade usage or otherwise insofar as they are inconsistent with this warranty shall be excluded to the fullest extent permitted by law.
- 8.3 The Company's liability for direct losses arising out of its negligence, breach of contract or any other cause of action arising out of or in connection with the Contract and these Conditions shall not exceed the amount paid by the Buyer to the Company under the terms of the Contract.
- 8.4 In no event shall the Company be liable for indirect, incidental, exemplary, punitive, special or consequential loss of any kind or the loss of revenue or actual or prospective profits, loss of contracts, savings or business opportunity, reputation or goodwill or loss of or damage to or corruption of data arising out of or in connection with the Contract or these Conditions, whether known, foreseen or foreseeable.
- 8.5 Nothing in these Conditions shall exclude or limit the Company's liability for any death or personal injury caused by the negligence of the Company in providing the Goods.

9. **Termination**

- 9.1 The Company may terminate the Contract at any time by giving not less than 30 days' notice.
- 9.2 The Company may terminate the Contract and any other agreement with the Buyer with immediate effect by giving written notice to the Buyer if:-
- (a) The Buyer is at any time in material or persistent breach of any of these terms and conditions; or
 - (b) the Buyer commits any breach of these terms and conditions and (in the case of a breach capable of remedy) fails to remedy such breach within 7 days of having received written notice of such breach; or
 - (c) there is a change of control of the Buyer (where, for the purposes of this clause "control" shall have the meaning given to it by Section 840 Income and Corporation Taxes Act 1988); or
 - (d) if the Buyer has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets, or convenes a meeting for the purpose of passing or passes, a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or restructuring) or a court of competent jurisdiction shall make an order to that effect or become subject to an administration, or enters into voluntary arrangements with its creditors, or ceases or threatens to cease to carry on business or fails or becomes unable to pay its debts as they fall due.

10. Trade Marks

The Buyer shall not use any trade mark, trade name, logo, symbol or device of the Company without the prior written consent of the Company and then only in relation to the Goods. Furthermore, the Buyer shall not use any trade mark or trade name of the Company in relation to any Goods which have been altered in any way after being supplied by the Company. For the avoidance of doubt, the Buyer shall not be entitled to alter the Goods without the Company's consent.

11. Software Licence

11.1 If the Buyer is supplied with any operating system software licence with the Goods, the Buyer shall sign and return it to the Company within seven days of installation of the software supplied with or as part of the Goods (the "Software"), unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.

11.2 If no software licence has been provided to the Buyer with the Goods, the Buyer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:

- (a) the Buyer shall not copy, reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party, without the Company's prior written consent; and
- (b) such licence shall be terminable by either party upon 28 days' written notice, provided that the Buyer only terminates the licence if the continued use or possession of the Software by the Buyer infringes a third party's rights, the Company is compelled to do so by law or if the Buyer failed to comply with any term of the Contract or these Conditions.

12. Intellectual Property Rights

No rights in copyright (including, without limitation, copyright in software), designs, trademarks, patents, trade secrets, database rights or other intellectual property are granted by the Company to the Buyer except as expressly provided under the Contract.

13. Indemnity

The Buyer will fully indemnify and hold harmless and keep fully indemnified the Company from and against all liabilities, losses, damages, costs and expenses (including legal and other professional costs on an indemnity basis) actions and claims incurred by it arising directly or indirectly from the breach by the Buyer of any of its obligations under the Contract or the negligence of the Buyer.

14. General Provisions

14.1 The Company shall be entitled to assign, transfer or sub-contract any of the benefits and/or burdens of the Contract at its sole discretion to any third party.

14.2 No waiver by the Company of any breach of these terms and conditions by the Buyer shall be considered to be a waiver of any subsequent breach of the same or any other term of the Agreement.

14.3 No variation of these terms and conditions shall be effective unless confirmed in writing by the Company and such confirmation contains a specific reference to these terms

- 14.4 and conditions being varied. The Contract and these Conditions constitutes the entire agreement between the parties and will supersede all prior agreements or understandings concerning such subject matter.
- 14.5 The Company shall not be liable for any failure to provide the Goods or any breach of these terms and conditions attributable to any circumstance beyond the Company's control.
- 14.6 Any notice to either party shall be in writing and delivered to the contacts and addresses set out in the Contract. If the Contract does not specify any contacts, then any notice shall be in writing and addressed to the company secretary of the receiving party.
- 14.7 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.8 The Agreement shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

PIXSTAR ANPR TECHNOLOGY Limited, Registered in England No 13032445

Registered Office:

Bernard Brace Accountants
52 Smithbrook Kilns
Cranleigh
Surrey
GU6 8JJ

EULA (END USER LICENCE AGREEMENT) – IMPORTANT PLEASE READ

Please read this end user licence agreement ("**EULA**") carefully before using or installing the software or any PIXSTAR software whether accompanying this EULA or not. PIXSTAR Software is licensed (not sold) and this is a binding legal Agreement.

This EULA is a legal agreement between ("**LICENSEE**" or "**YOU**") and **PIXSTAR ANPR TECHNOLOGY LIMITED** (registered under company number **13032445**) of 52 Smithbrook Kilns, Cranleigh, Surrey GU6 8JJ ("**PIXSTAR**"). This EULA applies to your use of any software that is owned, controlled or resold by PIXSTAR and all content all content and programs offered or made available to you by PIXSTAR (the "**SOFTWARE**") which includes data supplied with it, the associated media, printed materials and electronic documentation ("**DOCUMENTATION**"). By using all or any part of the software you accept all the terms and conditions of this EULA. Breaking the seal of a cd-rom, memory card, USB storage device, PC or processor or camera with the software pre-installed or any medium used to deliver the software, installing or downloading the software shall deemed to be use of the software for the purposes of this EULA. Any reseller supplying PIXSTAR software or controlled software shall be responsible for ensuring that users shall accept this EULA and abide by the terms.

15. Grant and scope of licence

15.1 In consideration of your agreeing to abide by the terms of this EULA, PIXSTAR hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this EULA. This licence is personal to you or a specific business as the purchaser of the Software and the licence granted herein is for your benefit only. It is not transferable.

15.2 You may:

- (a) download, install and/or use the Software for your internal business purposes only provided that, in the case of Software that is combined with a hardware device, such software is only combined with one hardware device at any time; and
- (b) Use any Documentation in support of the use permitted under Condition 1.1 and make up such copies of the Documentation as is reasonably necessary for its lawful use.

15.3 For the avoidance of doubt, all rights not specifically granted to you in this EULA are hereby expressly reserved by PIXSTAR.

16. Licensee's undertakings

16.1 Except as expressly set out in this EULA or as permitted by any local law, you undertake:

- (a) not to copy the Software or the Documentation except where such copying of a reasonable number of copies is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or the Documentation;

- (c) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to translate, disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited by law;
- (e) vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software;
- (f) to reproduce and include PIXSTAR's copyright notice (or such other party's copyright notice as may be specified in the Software or the Documentation) on all and any copies of the Software and/or the Documentation, including partial copies thereof;
- (g) not to use the Software for any purpose or in any manner that has not been expressly authorised by PIXSTAR;
- (h) to supervise and control use of the Software and ensure that your employees and representatives use the Software in accordance with the terms of this EULA; and
- (i) Not to provide or make available the Software and/or the Documentation to any third party for any purpose whatsoever and further shall not use the Software on behalf of or for the benefit of any third party.

16.2 You must permit PIXSTAR and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises at which the Software or the Documentation is being kept or used, to the computer equipment located there, and to any records kept pursuant to this EULA, for the purpose of ensuring that you are complying with the terms of this EULA.

17. Intellectual property rights

17.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to PIXSTAR, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this EULA.

17.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

18. Warranty

18.1 PIXSTAR warrants that:

- (a) The medium on which the Software is stored and distributed is at the time it is supplied, and will be for the period of 90 days thereafter ("**Warranty Period**"), free from defects in design, material and workmanship under normal use. If a defect in the medium occurs during the Warranty Period, PIXSTAR will replace it free of charge if you return it to PIXSTAR with proof of purchase and (so far as you are able) a documented example of such defect or error; and



- (b) During the Warranty Period, the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation, and the Documentation correctly describes the operation of the Software in all material respects.

18.2 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

18.3 You acknowledge that the Software may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute a breach of this EULA.

18.4 If, within the Warranty Period, you notify PIXSTAR in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this EULA, PIXSTAR will, at its sole option, repair or replace the Software, provided that you make available all the information that may be necessary to assist PIXSTAR in resolving the defect or fault, including sufficient information to enable PIXSTAR to recreate the defect or fault.

19. **PIXSTAR's liability**

19.1 Nothing in this EULA shall exclude or in any way limit PIXSTAR's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

19.2 Subject to Condition 5.1, PIXSTAR shall not be liable under or in connection with this EULA or any collateral contract for any:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this Condition 5.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of Condition 4 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this Condition 5.2.

19.3 Subject to Condition 5.1 and Condition 5.2, PIXSTAR's maximum aggregate liability under or in connection with this EULA, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the original amount paid by you for the Software.

- 19.4 Subject to Conditions 5.1, 5.2 and 5.3, PIXSTAR's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the United Kingdom.
- 19.5 This EULA sets out the full extent of PIXSTAR's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on PIXSTAR except as specifically stated in this EULA. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into or incorporated in this EULA, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

20. Indemnity

The Licensee shall indemnify, defend and hold harmless PIXSTAR, its affiliates, and their directors, officers, shareholders, employees, agents, successors and assigns, in full and on demand, against any and all claims, expenses, losses, damages, costs, liabilities and judgments, including without limitation legal fees and expenses, arising out of or relating to any claim resulting from or related to: (i) any use by the Licensee of the Software other than as expressly allowed by this EULA or in a manner inconsistent the Documentation; (ii) any breach of this EULA by the Licensee; or (iii) any violation of applicable law by the Licensee, and its directors, officers, shareholders or employees.

21. Termination

21.1 PIXSTAR may terminate this EULA immediately on written notice to you if:

- (a) you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so;
- (b) a petition for a bankruptcy order to be made against you has been presented to the court;
- (c) the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986);
- (d) you voluntarily return the Software to PIXSTAR pursuant to the terms of this EULA;
- (e) any monies owed to PIXSTAR by the third party from whom you purchased the Software in relation to the resale of the Software to end-users remain unpaid for a period of more than sixty (60) days and, as a result, PIXSTAR has terminated such arrangements with that third party; or
- (f) The Software has been provided to you and/or the third party from whom you acquired the Software for demonstration purposes only.



21.2 The Licensee may terminate this EULA at any time by destroying the Software and the Documentation together with all copies of such in any form.

21.3 Upon termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must cease all activities authorised by this EULA; and
- (c) You must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to PIXSTAR (at PIXSTAR's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to PIXSTAR that you have done so.

22. **Transfer of rights and obligations**

22.1 This EULA is binding on the Licensee and PIXSTAR and on their respective successors and assigns.

22.2 You may not transfer, assign, charge or otherwise dispose of this EULA, or any of your rights or obligations arising under it, without PIXSTAR's prior written consent.

22.3 PIXSTAR may transfer, assign, charge, sub-contract or otherwise dispose of this EULA, or any of our rights or obligations arising under it, at any time during the term of the EULA.

23. **Notices**

All notices given by you to PIXSTAR must be given to [CONTACT NAME] at [ADDRESS OR E-MAIL ADDRESS]. PIXSTAR may give notice to you at either the e-mail or postal address you provided to it or its representative when purchasing the Software. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

24. **Waiver**

24.1 If PIXSTAR fails, at any time during the term of this EULA, to insist upon strict performance of any of the Licensee's obligations under this EULA, or if PIXSTAR fails to exercise any of the rights or remedies to which it is entitled under this EULA, this shall not constitute a waiver of such rights or remedies and shall not relieve the Licensee from compliance with such obligations.

24.2 A waiver by PIXSTAR of any default shall not constitute a waiver of any subsequent default.

24.3 No waiver by PIXSTAR 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.

25. **Confidentiality**

You acknowledge and agree that the Software and the Documentation has been developed at considerable time and expense by PIXSTAR and is confidential to and a

trade secret of PIXSTAR and/or other third parties. The Licensee therefore undertakes to treat the Software and any information or materials received from PIXSTAR or its agents as confidential and not to use or disclose to any third party such information without the PIXSTAR's prior written consent.

26. **Severability**

26.1 If any of the terms of this EULA 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.

26.2 This EULA gives the Licensee specific legal rights and it may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the above limitations and exclusions may not apply to the Licensee. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Agreement and the remainder of the limitation or exclusion shall continue in full force and effect.

27. **Image Recording**

It is important to note that the use of the Software to originate and/or store an image of a vehicle from which the driver may be identified without the express permission of such driver may be unlawful in certain jurisdictions. Accordingly, PIXSTAR does not warrant or represent that the Software is appropriate for such use or is permitted by local laws in any jurisdictions. If you choose to use the Software for such purposes, you do so on your own initiative and are responsible for compliance with all applicable local, national or international laws. In no event shall PIXSTAR be held responsible for any loss or liability arising from the unlawful use of the Software.

28. **Entire agreement**

28.1 This EULA and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

28.2 You acknowledge that, in entering into this EULA, you have not relied on any representation, undertaking or promise given by PIXSTAR or be implied from anything said or written in negotiations prior to entering into this EULA except as expressly stated in this EULA.

28.3 Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date PIXSTAR entered into this EULA (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.

29. **Law and jurisdiction**

This EULA is governed by English law. Any dispute arising from, or related to, any term of this EULA shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

PIXSTAR - Limited Software Warranty

PIXSTAR warrants that for a period of 90 days:

- 1) The media (if supplied by PIXSTAR) on which the software is provided will be free from defects in materials and workmanship. Media may mean a cd-rom, a memory stick or even a PC with a hard drive or SSD and applies only to standard (non-customised) software.
- 2) The Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer as the original licensee. The Customer's exclusive remedy and the entire liability of PIXSTAR and its suppliers under this limited warranty will be, at the discretion of PIXSTAR to repair, replace, or refund the Software if reported (or, upon request, returned) to the party supplying the Software to the Customer. In no event does PIXSTAR warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.
- 3) The Customer is advised that it is considered essential to have a professional grade anti-virus software installed and kept up to date.
- 4) Under no circumstances will PIXSTAR's liability be greater than the original price paid for the software.

This warranty does not apply if the software (a) has been altered, except by PIXSTAR, (b) has not been installed, setup, operated, repaired, or maintained in accordance with instructions supplied by PIXSTAR, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident or the processing platform upon which it is installed has no professional grade anti-virus software installed.

HARDWARE RETURNS POLICY

Technical Support

Before you decide to return any item that may appear not to be working correctly please contact PIXSTAR's tech support team and ask for assistance.

For any installation issues that you have please call and raise a 'Support Ticket' and we will do everything we can to help.

Please ensure that all relevant site installation procedures have been followed correctly otherwise there may be many reasons that may impact system operation and performance. RMAs cannot be issued for ANPR systems when site processors are infected with a virus or are being affected by faulty electrics / voltage spikes.

Our hardware and software engineers can provide free remote support either within 30 days of a system being despatched or under a support contract thereafter. If the system cannot be connected to a (LAN) network we can provide good support via the 4G network – this will require a USB dongle to allow a connection. All PCs supplied by PIXSTAR have our remote assistance software pre-installed.

Returning Hardware

If you wish to return any product to us you must first of all request an RMA form from support@pixstaranpr.com during standard business hours.

You must complete the form and email back to us. If a return is approved, we will issue you with a time limited RMA number. Unauthorised returns cannot be accepted and we are unable track, store or be responsible for them.

Goods Damaged On Arrival

It is your responsibility to check the packaging and make appropriate comments regarding any external damage to incoming goods' packaging. A claim must be made on the buyer's carrier or on PIXSTAR's depending on who contracted the carrier. Any urgently required damaged goods should be re-ordered without delay.

Warranty Returns – First Time Failure (Hardware Only)

Please contact us within 21 days of delivery and we will either repair or replace the product.

Warranty Returns – Within Twelve Months (Hardware Only)

If it is not appropriate to raise a support ticket please request an RMA and we will repair or replace as appropriate.

Return for No Reason

We are unable to take back goods and resell them as new as they are legally classed as second hand.



Condition of Returned Goods

Any goods accepted for return must be otherwise in perfect condition and in original packaging (if out of box failures) and generally must not be damaged, dropped or abused.

PIXSTAR ANPR TECHNOLOGY Ltd Terms & Conditions of Purchase

1 Terminology

Confidentiality This covers all information exchanged between the supplier and PIXSTAR whether marked confidential or not and includes, products, customers, pricing, order volumes and any commercial information that could be construed as confidential

PIXSTAR Customer means a third party to whom PIXSTAR may resell the Products.

Intellectual Property means patents, trade marks, Internet domain names, service marks, registered designs, applications for any of the foregoing, copyright, design rights, trade and business names and any other similar protected rights in any country.

Order means an order placed by PIXSTAR to purchase Products and/or Services which incorporates these terms and conditions by reference and signed by a person authorised for the specific value of any Order. The Supplier should take care to ensure that any signatory for any orders are duly authorised for the value consideration. An Order shall not be deemed valid unless issued in writing by PIXSTAR's Accounts Department in writing and quoting a valid Purchase Order number.

Price means, in relation to the purchase of any of the Products and/or Services, the amount to be charged by the Supplier to PIXSTAR excluding Value Added Tax but including any other taxes, duties or levies and any transport and insurance charges as stated in the Order.

Products means the products described in the Order.

Product Documentation means the operating manuals and other literature accompanying the Products for use by End User Customers including the Specification.

Services means the services described in the Order.

Software Products means those of the Products, if any, which are computer software.

Specification means the description of the functionality, compatibility and performance criteria of the Products as notified by the Supplier.

Supplier means the person, firm or company to whom the Order is addressed.

Territory means the United Kingdom of Great Britain and Northern Ireland.

2 Products & Services

- (1) The Supplier shall sell the Products and supply the Services to PIXSTAR in accordance with PIXSTAR's Order. Acceptance by the Supplier of any Order shall result in a contract for the sale of the Products and Services which are the subject of such Order.
- (2) PIXSTAR may resell the Products to another party.
- (3) The Supplier shall deliver the Products and Services to PIXSTAR (or any other address) in accordance with the date of delivery specified in the Order, with time for delivery being of the essence.
- (4) The initial term for provision of the Services shall be specified in the Order, subject to the provisions of clause 10.
- (5) The Supplier will provide all equipment and materials necessary for the provision of the Services unless otherwise stated in the Order.

3 Delivery

- (1) The Products shall be delivered, carriage paid, to PIXSTAR's place of business or to such other place of delivery as is agreed by PIXSTAR in writing prior to delivery of the Products. The Supplier shall off-load the Products as directed by PIXSTAR. The Services will be provided at the PIXSTAR address specified in the Order.
- (2) The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- (3) Unless otherwise stipulated by PIXSTAR in the Order, deliveries shall only be accepted by PIXSTAR in normal business hours.
- (4) If the Products and/or Services are not delivered on the due date then, without prejudice to any other rights which it may have, PIXSTAR reserves the right to:
 - (i) cancel the Order in whole or in part;
 - (ii) refuse to accept any subsequent delivery of the Products and/or Services which the Supplier attempts to make;
 - (iii) recover from the Supplier any expenditure reasonably incurred by PIXSTAR in obtaining the Products and/or Services in substitution from another supplier; and
 - (iv) claim damages for any additional costs, loss or expenses incurred by PIXSTAR which are in any way attributable to the Supplier's failure to deliver the Products and/or Services on the due date.

(5) If the Supplier requires PIXSTAR to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to PIXSTAR and any such packaging material will only be returned to the Supplier at the cost of the Supplier.

(6) Where PIXSTAR agrees in writing to accept delivery by instalments the Order will be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle PIXSTAR at its option to treat the whole Order as repudiated.

(7) If the Products are delivered to PIXSTAR in excess of the quantities ordered PIXSTAR shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.

4 Risk/Property

The Products shall remain at the risk of the Supplier until delivery to PIXSTAR is complete (including off-loading and stacking) when ownership of the Products shall pass to PIXSTAR.

5 Price

(1) The Price of the Products and/or Services shall be stated in the Order and unless otherwise agreed in writing by PIXSTAR shall be exclusive of value added tax but inclusive of all other charges.

(2) No variation in the Price nor extra charges will be accepted by PIXSTAR.

6 Invoicing and Payment

(1) The Supplier shall invoice PIXSTAR the price of the Products and/or Services following delivery which PIXSTAR shall pay within 30 days end of month following delivery unless otherwise agreed.

2) Any invoice issued to PIXSTAR not bearing any or the correct corresponding Purchase Order Number shall be deemed invalid and will be rejected. 'Verbal' orders do not exist within our accounting systems.

(3) Without prejudice to any other right or remedy, PIXSTAR reserves the right to set off any amount owing at any time from PIXSTAR to the Supplier against any amount payable by the Supplier to PIXSTAR.

7 Pre-Existing Intellectual Property

(1) All pre-existing Intellectual Property in or relating to the Products and the Product Documentation are and shall remain the property of the Supplier.

(2) The provisions of this Clause shall survive the termination of the Order.

8 Confidentiality

Each party shall treat as confidential all Confidential Information obtained from the other any such Confidential Information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided. This excludes information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Order, which is already public knowledge or becomes so at a future date. Each party shall ensure that its employees are aware of and comply with the provisions. The foregoing obligations as to confidentiality shall survive any termination of the Order.

9 Remedies & Termination

(1) Without prejudice to any other right or remedy which PIXSTAR may have, if any Products and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Order PIXSTAR shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Products and/or Services have been accepted by PIXSTAR:

- (i) to rescind the Order;
- (ii) to reject the Services (for a full refund by the Supplier) and/or the Products (in whole or in part) and return the Products to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Products so returned shall be paid forthwith by the Supplier;
- (iii) at PIXSTAR's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Services and/or the Products or to supply replacement Products and carry out any other necessary work to ensure that the terms of the Order are fulfilled;
- (iv) to refuse to accept any further deliveries of the Products but without any liability to the Supplier;
- (v) to carry out at the Supplier's expense any work necessary to make the Products and/or Services comply with the Order; and
- (vi) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Order.

(2) Notwithstanding anything else contained herein, PIXSTAR reserves the right to terminate an Order for Services, for convenience, at any time upon three months' prior written notice to the Supplier.

(3) Notwithstanding anything else contained herein, the Order may be terminated:

(a) by either party forthwith on giving notice in writing to the other if:

(i) the other party commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach;

or

(ii) the other party shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order.

10 Effect of termination

On the termination of the Order:

(1) all the rights and obligations of the parties under the Order shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;

(2) each party shall at its own expense forthwith return to the other party or otherwise dispose of as instructed all Confidential Information belonging to the other party and all technical and promotional materials and other documents and papers whatsoever sent to the other party and relating to the Products or the business of the other party (other than correspondence between the parties) and all property being in each case in their possession or under their control;

(3) each party shall forthwith pay to the other party any amount standing to the credit of the other party's account less any moneys then owed to each party.

11 Liability

(1) The Supplier warrants to PIXSTAR that:

(i) the Products sold and Services provided to PIXSTAR hereunder shall conform to the relevant Specification and other Product Documentation or any other relevant specifications published by the Supplier, and will be fit for purpose and of satisfactory quality;

(ii) the Products and Services shall comply with local laws and regulations relating to their manufacture, sale, maintenance and use in the Territory, and

(iii) Services shall be performed in a professional and workmanlike manner and in accordance with the requirements of the Order and PIXSTAR's instructions.

(2) PIXSTAR's rights under these conditions are in addition to the statutory conditions implied in favour of PIXSTAR by the Sale of Goods Act 1979.

(3) At any time prior to delivery of the Products to PIXSTAR, PIXSTAR shall have the right to inspect and test the Products at all times.

(4) If the results of such inspection or testing cause PIXSTAR to be of the opinion that the Products do not conform or are unlikely to conform with the Order or to any Specifications and/or patterns supplied or advised by PIXSTAR to the Supplier, PIXSTAR shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition PIXSTAR shall have the right to require and witness further testing and inspection.

(5) Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Products and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Order.

(6) If any of the Products and/or Services fail to comply with the provisions set out in this clause 12 PIXSTAR shall be entitled to avail itself of any one or more remedies listed in clauses 3 and 10.

(7) Notwithstanding any other rights or remedies PIXSTAR may have, if the Supplier shall be in breach of the said warranty in clause 12(1) above it shall replace the Products and/or Services concerned (at the Supplier's risk and expense) or, at PIXSTAR's option, refund the price paid by PIXSTAR (subject to PIXSTAR returning the defective Products to the Supplier at the Supplier's risk and expense).

(8) The Supplier shall have no liability to PIXSTAR under sub-clauses (1) and (7) above for any damage to or defects in any of the Products caused by fair wear and tear, improper use, maintenance or repair, negligent handling, failure to observe the instructions accompanying the Products or any alterations thereto.

(9) The Supplier shall keep PIXSTAR indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by PIXSTAR as a result of or in connection with:

- (i) defective workmanship, quality or materials
- (ii) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Products and Services;
- (iii) any claim made against PIXSTAR in respect of any liability, loss, damage, injury, cost or expense sustained by PIXSTAR's employees or agents or by any PIXSTAR or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Products and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Order by the Supplier.

(10) Neither party excludes liability for death or personal injury caused by that party's breach of contract or negligence.

12 General

Any purchase contract between PIXSTAR and any supplier shall be governed by the Laws of England.

The Order and these terms and conditions constitute the entire understanding between the parties concerning the subject matter of the Order and the Order and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Order and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Order or such other address in England as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched.

The parties confirm their intent not to confer any rights on any third parties by virtue of the Order and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply to the Order.

No forbearance, delay or indulgence by either party in enforcing the provisions of the Order shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

No waiver or amendment of any provision of the Order shall be effective unless confirmed in writing and signed by a Director of PIXSTAR. Each provision of the Order shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of the Order and the remainder of the provision in question shall continue in full force and effect.

PIXSTAR ANPR TECHNOLOGY Limited, Registered in England No 13032445

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PIXSTAR Terms & Conditions, End User Licence Agreement (EULA), Warranties & Return Policy – April 2021