



MJM
DATA CAPTURE

BRIDGE WMS

The Complete Warehouse Solution

TERMS & CONDITIONS

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1. INTERPRETATION AND DEFINITION OF TERMS

IN THESE TERMS & CONDITIONS ("Terms"):

- **"Definitions"**
- 1.1 In these Terms & Conditions ("Terms"):
- **"SO"** means the Sales Order Acknowledgement sent by the Company to the Purchaser.
- **"Applicable Guarantee Period"** means the guarantee period applicable to any Goods, subject to clauses 7.3 and 7.4, as notified in the relevant quotation issued by the Company and confirmed in any SO, or if not stated therein, shall be 90 days from the date of delivery.
- **"Contract"** means the agreement between the Purchaser and the Company for the supply of the Goods and/or Services.
- **"Goods"** means the goods and/or services (as appropriate) listed in the SO or which the Company otherwise agrees to supply to the Purchaser (including any instalments or parts of the goods).
- **"Liability in relation to"** means liabilities, losses, damages, costs (including without limitation legal costs on a full indemnity basis and value-added tax and other applicable taxation), expenses, actions, claims, proceedings, and demands whatsoever arising directly or indirectly out of or in connection with.
- **"Purchaser"** means the purchaser of the Goods as stated in any applicable SO.
- **"Price"** means the price for the Goods as quoted and confirmed in any SO, subject to these Terms.
- **"Stop"** means any issues or questions regarding either hardware or software will not be supported by the Company.
- **"Support"** means any of the following: fixing any issues found in the software or hardware, updating the software, answering any questions regarding the software or system, fixing any data, and any site days. This is not an exhaustive list and only provides a rough example of what is incorporated by the definition of support.
- **"Services"** means any services which the Company agrees to perform as specified in the SO.

1.2 Any Contract provision invalid or unenforceable for any purpose shall be severed for that purpose but otherwise remain valid and enforceable and shall not affect the validity of the remainder of the Contract.

1.3 A payment shall be deemed made when credited to the payee's bank account and is cleared funds.

1.4 Save as otherwise agreed in writing by the Company, the Contract shall comprise solely these Terms, any SO, and any relevant quotation issued by the Company to the Purchaser. Variations of the Contract shall be effective only if agreed in writing and will then prevail over these Terms.

2. QUOTATIONS, SPECIFICATION, VARIATION AND CANCELLATION

2.1 A quotation is not an offer and may be withdrawn or modified; save as otherwise agreed in writing by the Company, no contract or commitment shall exist until the Company sends its SO to the Purchaser or until the Company commences work on or appropriates Goods to the Contract or commences performance of Services.

2.2 The Company may alter the specification of any Goods or the scope of any Services if this does not materially affect their performance or utility.

2.3 The Specification will specify all work that the Company will complete as part of the SO.

2.4 A signed Specification will supersede all previous agreements between the Company and the Purchaser.

2.5 If any variation in the Goods, Services, or the Contract is agreed or is required for compliance with any applicable law, regulation, or safety recommendation, the Purchaser shall pay such additional amount as is fair and reasonable, and the Company shall have reasonable additional time to perform the Contract.

2.6 If a project is cancelled, the amount already paid is non-refundable, including the 50% deposit paid on order.

2.7 If a site day is cancelled with less than 2 weeks' notice, the day will be chargeable.

2.8 If a site day is cancelled or postponed more than twice with over 2 weeks' notice, the day will be chargeable.

3. PRICES AND PAYMENT

3.1 Subject to any SO, the Price shall be ex-works and shall exclude value-added tax and any other applicable taxes and duties, packaging, carriage, insurance, documentation, and installation charges. Unless costed for in any SO, the Company may make reasonable additional charges for complying with any special requirements of the Purchaser. Payment, subject to any SO, shall be made in sterling clear of any banking transaction charges and without any deduction, set off, or counterclaim whatsoever. Payment shall be made in accordance with the payment terms stated in any SO, or if none are stated, full payment must be made within 30 days of invoice following delivery of the Goods or performance of the Services.

3.2 Any payment which falls due later than it would have done because of delay caused by the Purchaser shall be deemed to fall due when, but for the Purchaser's delay, it might reasonably be expected to have fallen due. The Company may delay or withhold performance under the Contract until the Purchaser has made any payment or opened any letter of credit or established any other payment arrangements which are due to be made, opened, or established, and it's time for performance shall be extended accordingly.

4. RAMIFICATION OF FAILURE TO PAY

4.1 Failure to pay in accordance with the terms outlined in the SO and/or all relevant sections of this document may lead to any of the following consequences:

4.2 The Purchaser will be placed on stop, as defined in Article 1.

4.3 Without limiting the Company's remedies, if payment is overdue, the Purchaser shall indemnify the Company against any legal fees and other costs of collection. Additionally, the Purchaser shall pay a sum equal to any loss suffered by the Company arising from exchange rate fluctuations and interest on such sum and on the amount overdue at 4% above the base rate from time to time of HSBC PLC, calculated from the date payment fell due until the date of actual payment (or such lesser amount as is the maximum rate permissible by law). The Company may cancel the Contract and any other contracts and suspend deliveries to the Purchaser.

4.4 The Company may recover any outstanding amount by repossessing any hardware provided to recover as much of the cost as possible. The value of the devices recovered will be the resale value rather than the original purchase value.

5. DELIVERY

5.1 Unless otherwise agreed in writing by the Company, delivery shall be made by the Company making the Goods available for collection from its premises and informing the Purchaser accordingly. If another place for delivery is stated in any SO, the Company or its nominated carrier will dispatch the Goods from its premises to the stated place. If the Purchaser fails to take delivery or provide adequate delivery instructions, the Company may (without prejudice to its other rights) store or dispose of the Goods, and the Purchaser shall pay any reasonable storage or disposal charges upon request. While the Company will endeavor to meet the stated delivery time, it is approximate, and the Company shall not incur liability for late delivery. If no delivery time is agreed, the Purchaser shall accept the Goods when ready for delivery.

5.2 The Company may deliver in instalments constituting separate contracts. Delay in delivery of any instalment will not entitle the Purchaser to terminate the Contract or set off any payments in respect of one delivery against any claim in respect of another delivery. Where Goods are delivered in instalments, the Company may issue separate invoices.

5.3 The costs of clearing the Goods for export from the UK and import into the country of delivery shall be borne by the Purchaser unless otherwise stated in any SO. The Purchaser shall clear the Goods for any subsequent export or use and comply with the Company's reasonable instructions regarding export controls. The Purchaser shall indemnify the Company against any liability arising from any breach of this clause 5.3.

5.4 The Company accepts no responsibility for damage to any hardware caused by a third party during transport and accepts no liability for any damage incurred as a direct or indirect result of the damaged hardware.

6. INSPECTION AND ACCEPTANCE

6.1 The Purchaser shall inspect and test the Goods within 7 days of their delivery (and in respect of Services, within 7 days of the Company tendering their completion) and provide written notice to the Company of any damage or claim. In the absence of such notice, the Goods shall be deemed to comply with the Contract, and the Purchaser shall accept them.

7. GUARANTEE

7.1 If within the Applicable Guarantee Period any Goods prove defective due to faulty design, workmanship, or materials, the Company may, at its discretion, adjust, repair, or replace them free of charge, provided that:

(a) The Purchaser gives written notice of the defect (with reasonable relevant information) to the Company as soon as reasonably practicable and within the Applicable Guarantee Period.

(b) The Goods have been used solely for their intended purpose and in accordance with the operating instructions.

(c) The defect has not been caused by fire, accident, misuse, neglect, incorrect installation by the Purchaser or its customers, agents, or servants, unauthorized alteration, repair, or maintenance, or the use of sub-standard consumables, and has not arisen from fair wear and tear.

(d) The defect has not arisen from any design, specification, component, or material supplied by or on behalf of the Purchaser.

(e) No part of the Goods has been replaced with a part not supplied or approved by the Company, nor have the Goods been altered or modified by any person other than the Company.

(f) Payment in full of all sums due in respect of the Goods has been made.

(g) The Purchaser shall be liable for any costs incurred by the Company in responding to claims caused by operator error, incorrect application, or other default of the Purchaser or other third party.

(h) The Purchaser shall provide the Company with sufficient access to the Goods to enable its staff to inspect, adjust, repair, remove, or replace the Goods.

(i) The costs of all consumables shall be borne by the Purchaser.

7.2 The Company may repair the Goods in situ or have them returned to its premises. If the latter, the risk in the Goods shall at all times remain with the Purchaser, and they shall be packaged as the Company instructs and dispatched at the Company's expense. The costs of carriage on the Goods' return to the Purchaser shall be borne by the Company where the defect is covered by this guarantee.

7.3 If the Goods or Services incorporate goods or services provided by a third party, the Company's obligations in respect of such goods or services shall not exceed the warranty obligations of such third party to the Company, nor exceed any time limit upon those obligations.

7.4 The Applicable Guarantee Period for any Goods replaced or repaired, or any corrective services provided pursuant to the initial guarantee, shall be the remaining period, if any, of such initial guarantee period.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 In an effort to keep the contract price as low as possible, and as the Purchaser is better able than the Company to quantify loss which it may suffer from a breach of contract and to insure accordingly, the Purchaser agrees to the Company limiting its liability and therefore agrees that, save as expressly agreed in writing or as mandatorily implied by law:

(a) The Company shall have no obligation in respect of the Goods except for its undertaking in clause 7 above ("the Guarantee") and as expressly stated in the Contract.

(b) If the Company has repaired or replaced the Goods pursuant to the Guarantee, it shall have no further liability in respect of such defect or fault in the Goods.

(c) The Purchaser acknowledges that the Company's obligations and liabilities in respect of the Goods are exhaustively defined in these Terms and that such express obligations are in lieu of and to the exclusion of any other warranty, condition, term, undertaking, or representation of any kind, express or implied, statutory or otherwise relating to the Goods, including, without limitation, as to the condition, quality, performance, or fitness for the purpose of the Goods or any part of them.

(d) The Company shall not be liable for any loss which represents loss of profit, revenue, loss of anticipated benefit, anticipated savings or goodwill, loss of use of any asset, loss of data, business interruption, management costs, or third-party liability.

8.2 The aggregate liability of the Company (whether in contract, tort, breach of statutory duty, or otherwise) for all breaches under or non-performance of its obligations or contemplated by any Contract shall not exceed a sum equal to one and a half times the amount paid for any Goods or Services the subject of such Contract, save that this sub-clause shall not limit or exclude any liability of the Company which cannot be effectively excluded in law.

8.3 The Purchaser shall not rely upon any representation concerning the Goods or Services unless made by the Company in writing in the Contract, save that nothing in the Contract or these Terms shall exclude liability for fraudulent misrepresentation.

8.4 Save to the extent of any warranty stated or expressly confirmed in the SO (and so far as permitted by law), the Company shall have no liability in respect of any failure by the Goods to recognize date changes, and the Purchaser shall satisfy itself in all such respects.

8.5 Any liability of the Company under any warranty, indemnity, or other obligation stated or confirmed in the SO is subject to all exclusions and limitations in these Conditions.

9. REGULATORY COMPLIANCE AND LICENCES

9.1 The Goods will comply with mandatory United Kingdom ("UK") regulations applicable to the production and non-consumer sale of the Goods at the date of delivery, but no other warranty or undertaking as to regulatory or legal compliance in the UK or elsewhere is given or to be implied unless specifically given in writing signed by a director of the Company or stated in any SO. The Purchaser shall comply with applicable laws relating to the Goods, their use, and disposal.

9.2 The Purchaser shall obtain in good time any applicable licenses, permits, and approvals relating to import and export and to the installation and/or operation of the Goods and will indemnify the Company against all liability in relation to Goods supplied without them. The Company shall not be responsible for any liability in relation to delay in obtaining or failure to obtain such licenses, permits, or approvals.

10. TERMINATION OF CONTRACT

10.1 The Company may terminate all or any part of the Contract and every other contract with the Purchaser if:

(a) The Purchaser fails to make payments to the Company under any contract as they fall due, or otherwise breaches any such contract, and the breach or non-payment is not remedied within seven days of notice from the Company.

(b) The Purchaser is, or is deemed to be, insolvent or suspends payment or performance of its obligations or threatens to do so, or the Company has reasonable grounds for believing it will fail to discharge its obligations under any contract, or steps are taken to propose any composition, scheme, or arrangement involving the Purchaser and its creditors, or obtain an administration order, or appoint any administrative or other receiver or manager in relation to, or put in force any legal process against, the Purchaser or any of its property, or enforce any security over the Purchaser's property, or repossess any goods in its possession, or wind up or dissolve the Purchaser, or sequester its estate, or file a petition in bankruptcy or other relief from creditors.

(c) Control of the Purchaser passes from the present shareholders, owners, or controllers to other persons whom the Company, in its absolute discretion, regards as prejudicial to its reasonable interests.

(d) In the reasonable opinion of the Company, the Purchaser has ceased or threatened to cease to trade.

(e) Where the Purchaser is an individual or partnership, he or any partner dies, or any steps are taken with a view to making a bankruptcy order against him or any partner.

(f) Anything corresponding to any of the above occurs outside England and Wales.

10.2 If the Contract is terminated, the Company (without prejudice to its other rights but subject to any relevant mandatory laws) may do any of the following:

(a) Declare immediately payable (and so interest-bearing under clause 3.2) any sums owed by the Purchaser, proceed against the Purchaser for the same and/or damages, and appropriate any payment by the Purchaser as the Company thinks fit (notwithstanding any purported appropriation by the Purchaser).

(b) Suspend further performance of any Contract and/or any credit granted to the Purchaser on any account (and the time for delivery by the Company shall be extended by the period of such suspension).

(c) Take possession of and deal with (including the sale of) any materials and other assets of the Purchaser held by or on behalf of the Company and apply any proceeds of sale in payment of any sums owing under or damages arising in connection with any Contract, including any interest and costs arising thereon.

11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

11.1 The Company retains ownership of all inventions, designs, copyrights, processes, and all other intellectual/industrial property rights, whether registered or registerable, and all goodwill associated thereto relevant to the Goods and all specifications, designs, programs, or other material issued by or on behalf of the Company. The Purchaser acknowledges that any such item is confidential and agrees not to use it or any other confidential information of the Company for any purpose (other than the purpose for which it was disclosed), nor reproduce it in any form, nor disclose it to third parties. The Purchaser shall not copy the Goods nor seek to abstract from the Goods any confidential information regarding their design, construction, or otherwise (and without limitation to the foregoing, shall not decompile, reverse engineer, reverse assemble, or copy—except to the extent permitted by applicable law—any software comprised in the Goods), and all rights subsisting in such material are reserved.

11.2 The Purchaser shall obtain similar undertakings as those set out in sub-clause 11.1 from its customers and indemnify the Company against any liability in relation to any failure to do so. The Purchaser shall, upon request, sign and/or require its customers to sign the Company's form of non-exclusive license to use programs contained in or comprising or necessary to operate the Goods; all obligations of the Company under any contract are conditional upon execution of such agreement and compliance with its terms.

12. FORCE MAJEURE

12.1 The Company shall not be liable for any failure to perform its obligations hereunder due to any cause beyond its control, including but not limited to trade disputes, fire, flood, acts of God, armed conflict, equipment or supply difficulties, any rule or action of any public authority, transportation delays, refusal or delay in granting any necessary license or permit, or any repudiatory event by the Purchaser. In such circumstances, the Company may terminate the Contract, whereupon the Purchaser shall pay a sum equal to the costs incurred by the Company in performing the Contract. The Company's liability shall be limited to the repayment of any sums paid in respect of undelivered Goods or unperformed services, less such costs.

13. USE OF GOODS AND SAFETY

13.1 The Purchaser shall: (a) Ensure that the Goods (including any goods subject to services) are used only for their intended purposes and in the manner for which they were designed and supplied. The Purchaser shall ensure that all persons likely to use or come into contact with the Goods receive appropriate training and copies of applicable literature supplied by the Company. The Purchaser shall ensure that all third parties who use or may be affected by or rely upon the Goods are given full and clear warnings of any hazards (both patent and latent) associated with them or limitations of their effectiveness, and that safe working practices are adopted and complied with. Any warning or proprietary notices displayed on the Goods must not be removed or obscured. The Purchaser shall ensure that any third party to whom the Goods are supplied agrees not to remove or obscure such warning or proprietary notices and shall take reasonable steps to enforce such agreement. (b) Promptly comply with any safety recommendations made by the Company in respect of the Goods (including recall of them) and shall ensure compliance by all relevant persons. The Purchaser shall pay the Company's reasonable charges for additional or replacement parts (including installation costs) supplied by the Company for this purpose. (c) Maintain and make available to the Company all records necessary to enable the Goods to be traced to their ultimate buyer or user. (d) Indemnify the Company against any liability arising from any breach of the Purchaser's obligations under this clause 13.1.

13.2 If Services are performed by the Company's representatives on any premises of the Purchaser, the Purchaser shall ensure that such premises comply with all applicable health and safety regulations and that any necessary security or safety notices are communicated to the Company's representatives. The Purchaser shall notify the Company in advance of the nature of any materials or other items to be held or worked on by the Company under the Contract, provide adequate warnings and instructions where such materials or items are or may be hazardous to safety, and ensure that they comply with any requirements or descriptions in these Conditions and any SO.

13.3 The Purchaser shall indemnify the Company for any loss, damage, or claim arising from or relating to such premises, materials, or items, which could not have been prevented by the Company or its representatives acting in accordance with the Purchaser's reasonable written instructions and was not caused by the negligence or willful default of the Company or its employees.

14. GENERAL

14.1 The Purchaser shall indemnify the Company against all liability in relation to any specification, design, information, or component which the Purchaser has supplied to the Company and warrants that the use of such specifications, designs, information, or components will not infringe the rights of any third party.

14.2 No indulgence, forbearance, partial exercise of any right or remedy, or previous waiver by a party shall prejudice any of its rights or remedies. Remedies shall be cumulative, and no choice of remedy shall preclude any other remedy.

14.3 The Purchaser shall not assign, mortgage, charge, sub-let, sub-license, or otherwise dispose of the Contract or any rights thereunder in whole or in part except as expressly agreed by the Company in writing.

14.4 After termination (howsoever caused) or cancellation, clauses 3.2, 4, 8, 11, 13, and 14.1 shall continue in full effect.

14.5 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, but this does not affect any right or remedy of a third party which is available apart from that Act.

14.6 All Contracts shall be governed and construed in accordance with English law, and the Purchaser irrevocably submits to the exclusive jurisdiction of the Courts of England, without prejudice to which the Company may apply for any provisional or conservatory measures or interim relief in any court having jurisdiction in the Purchaser's country or the country where the Goods are then located.

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