



## **TERMS and CONDITIONS of SALE**

### **1. Definitions**

1.1 In these conditions the "Company" shall mean UKOS PLC and the "Buyer" shall mean the person , or legal entity purchasing any goods from the Company .

1.2 The "Goods" shall mean the goods which are to be sold under a contract of sale Between the Company and the Buyer.

### **2. Formation of Contract**

2.1 These conditions shall apply to all contracts between the Company and the Buyer to the exclusion of all other terms and conditions.

2.2 All orders shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions. Acceptance of Goods at delivery shall be deemed conclusive evidence of acceptance of these conditions.

2.3 The Company shall not be bound by any genuine clerical or arithmetical errors in any price list, quotation, invoice, or other documentation whatsoever.

### **3. Price**

3.1 The price payable shall be the Company's price ruling at the date of despatch and agreed by the parties.

3.2 All prices quoted are exclusive of value added tax which will be charged at the rate in force at the time of despatch of the Goods.

### **4. Terms of Payment**

4.1 The Buyer shall make payment in full for the goods 30 days from date of invoice.

4.2 The Company reserves the right to charge interest on unpaid invoices at a daily rate of 3% per annum above the base rate of NatWest Bank plc.

4.3 Any returned cheques will be subject to an administration charge enforced by the Bank at the time of return.

### **5. Delivery**

5.1 Time and dates quoted for delivery are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused . Time for delivery shall not be of the essence unless previously and expressly agreed by the Company in writing.

5.2 The Company shall not be liable in any way for any losses, damages, expenses, or other consequential losses whatsoever suffered by the Buyer due to any delay or failure in delivering the Goods unless previously and expressly agreed by the Company in writing.

5.3 Orders for delivery within the United Kingdom in excess of £50 are delivered free of charge , for orders under £50 the Company reserves the right to apply a standard delivery charge.

### **6. Damage, Short Delivery, or Loss in Transit**

6.1 It is the responsibility of the Buyer to check the Goods on delivery. Any claims for shortage, damage, or delivery of wrong Goods must be made in writing to the Company within 3 working days after the delivery. If such notification is not received the Buyer shall be deemed to have accepted the Goods and payment will become due in accordance with clause 4.

6.2 The Company's liability for damage , short delivery , or non-delivery of Goods duly notified in accordance with clause 6.1 shall in any event be limited to replacement of the Goods within a 5 working days time (or at the Company's discretion , refunding the price thereof ) whether the damage or non-delivery is due to the Company's negligence or otherwise.

## **7. Return of Goods**

7.1 Return of Goods can only be accepted if the Company receives notification from the Buyer within 14 days from delivery.

## **8. Ownership**

8.1 Until such time as full payment has been received by the Company for all the Goods delivered to the Buyer, all Goods shall remain the property of the Company

8.2 Risk in the Goods shall pass to the Buyer on delivery. The Company shall not be liable for any loss of or damage to the Goods thereafter however caused.

## **9. Conditions and Warranties**

9.1 Where sample Goods or colour charts are provided , these are submitted only as indicative of the class, size, or colour of goods quoted for and sales of Goods shall not be by reference to any such samples or colours.

9.2 Whilst all descriptions and illustrations of the Goods in catalogues, brochures, and price lists provided by the Company have been carefully prepared, they intended nevertheless for general guidance only and do not form part of any contract for sale of Goods and no responsibility is accepted for any errors or omissions therein or any loss or damage resulting from reliance on such descriptions and illustrations.

9.3 All conditions, warranties, terms, and obligations, whether expressed or implied by statute, common law custom or otherwise ( including , without prejudice to the generality of the foregoing , any warranty or condition as to the merchantable quality or fitness for any particular purpose of the Goods ) are excluded to the fullest effect permitted by law.

## **10. Cancellation of Orders**

10.1 Contracts and orders and part thereof may be cancelled only by the Company's written acceptance of such cancellation, the Company reserves the right to charge the Buyer with the amount of any losses or expenses directly resulting from such cancellation.

## **11. Force Majeure**

11.1 The Company shall not be liable to the Buyer or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's control:

11.1a act of God, explosion, flood, tempest, fire, or accident;

11.1b war or threat of war, sabotage, insurrection, or civil disturbance;

11.1c strikes, or other industrial actions (whether involving employees of the Company or of a third party);

11.1d power failure or breakdown of machinery and computers (save where failure to maintain; 11.1e acts, regulations, by-laws, or measures of any kind on the part of any governmental, parliamentary, or local authority.

## **12. Insolvency and Bankruptcy**

12.1 Either party shall have the right to terminate the contract forthwith where the Buyer becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a receiver to be appointed in any of which case the Company shall have no further obligation hereunder and the price for all Goods delivered shall become immediately due and payable.

## **13. Law Applicable**

13.1 These conditions shall be governed and construed in accordance with English law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts.