

Terms and Conditions of Sale



GENERAL

United (2008) LLP. (hereinafter referred to as “the Company”) quote for and accept all orders subject only to these Terms and Conditions which are, to the extent permitted by law, to the exclusion of all other guarantees, conditions and warranties (including any as to quality or fitness for any particular purpose) whether express or implied. In the event of customers' orders containing terms or conditions inconsistent with these Terms and Conditions, the latter shall prevail. No addition to or variation from these Terms and Conditions shall have effect unless the same is expressly accepted by a Director of the Company in writing. The Company's catalogue, price lists and other advertising matter shall not form part of any contract between the Company and its customers. The Company reserves the right to modify designs and specifications without prior notification.

ACCEPTANCE OF ORDERS

Delivery by the Company of any goods ordered shall in all circumstances constitute the Company's acceptance of that order.

DELAY

Although all reasonable efforts will be made to fulfil delivery dates, such dates being indicative only, no liability arising from delay or non-delivery is accepted by the Company.

COMPANY'S LIMITATION OF LIABILITY

To the extent permitted by law, the Company's liability to the customer is limited to the value of the goods giving rise to any claim and in no circumstances will the Company be liable for indirect or consequential loss or loss of profit.

PRICES

Prices rule at date of delivery notwithstanding any quotations previously made, which are indicative only.

PAYMENT

All accounts are due for payment 30 days from the date on which the invoice was raised PROVIDED THAT if any invoice has not been paid by a customer within such 30 days period then the Company may by written notice to the customer declare that all invoices due in respect of that customer are payable forthwith and such 30 day period for payment shall no longer apply. At the Company's discretion any allowance / discount offered on an account may be disallowed if the account is not settled within the said period and furthermore, without prejudice to the Company's rights at law any sums overdue for payment may be subject to interest at the rate of 5% per annum above the base rate of National Westminster Bank PLC and the Company shall be entitled to recover any costs which it incurs in taking steps to recover any overdue sums.

CLAIMS

Non-delivery should be advised in writing to the Company within 7 days of despatch date or date of invoice, whichever is the earlier.

Shortages or damage to goods must be notified in writing within 3 days of receipt, but in these circumstances goods must have been signed for as damaged or un-examined.

CANCELLATIONS

Cancellations of items which the customer has been advised are 'special items' cannot be accepted and in any other event only with the specific written consent of a Director of the Company provided always that if goods are despatched from the Company's premises prior to receipt of written notice requesting cancellation of order, handling and transportation costs will be charged



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Terms and Conditions of Sale contd...



OWNERSHIP

Risk in goods passes on delivery, with the customer holding such goods as bailee and title remaining with the Company unless and until all monies due from the customer to the Company for such goods are paid. The Company reserves the right to recover and repossess goods and dispose of goods as it sees fit in the event of payment not being made pursuant to the terms hereof.

RETURNS

Returns of goods which the customer has been advised are 'special items' cannot be accepted as these are non-returnable and non-refundable. For all other goods returns cannot be accepted unless authorised in writing by a Director of the Company. The Company recommend that customers arrange for goods being returned to be insured and carefully packed. When the Company agrees to accept the return of goods, these must be returned at the customer's expense, be in perfect condition and may be subject to a handling charge at the Company's discretion.

PACKING

Where at the customer's request, special handling, packaging or transportation of goods is required, this will only be done at the customer's expense.

BESPOKE PRODUCTS

Where the customer has requested the Company to stock bespoke products (being products produced / customised for that customer) , whether or not paid for in advance, and such bespoke products then become obsolete (being either when the customer notifies the Company of such or the Company notifying the customer of zero usage of such bespoke product for a period of six months), then the customer shall undertake to purchase the stock of obsolete product immediately, if not previously paid for, and shall either have such stock delivered to the customer's address, or pay the Company to arrange for the disposal thereof, or pay the Company, at the monthly rate notified by the Company, for the continued storage thereof. The Company also reserves the right to require the customer to purchase the stock of bespoke product immediately, if not previously paid for, on the same terms as set out in the foregoing sentence, if in the Company's opinion the customer's orders of all products from the Company have materially decreased over a period determined by the Company.

CONFIDENTIAL INFORMATION

The customer shall treat as strictly confidential and not divulge to any third party (i) any user names or passwords used in connection with the Company's online ordering system(s), (ii) all information provided by the Company by way of price lists, transactional volumes and other reports and (iii) any other information provided by the Company and marked as being confidential (or word(s) having similar effect). Furthermore, the customer undertakes to procure that its authorised users of the Company's online ordering system(s) shall not divulge or allow to be divulged any passwords or other online ordering access information to any other person whatsoever.

GOVERNING LAW

All orders placed by customers and any other agreements between the customer and the Company shall be subject to the laws of England whose courts shall have exclusive jurisdiction.

THIRD PARTIES

No person other than the Company and the customer has any rights under these Terms and Conditions (and any agreement incorporating the same) pursuant to the Contracts (Rights of Third Parties) Act 1999.



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