

A. General Conditions

1 Application of these Conditions

- 1.1 These Conditions apply to and form part of the Contract between United and you. They supersede any previously issued terms and conditions of purchase or supply.
- 1.2 These Conditions use various capitalised or defined terms, please refer to the end of these Conditions to see the definitions.
- 1.3 No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of the contract except to the extent that United otherwise agrees in writing.
- 1.4 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing by United.
- 1.5 Each Order by you to United shall be an offer to purchase Goods and/or Services subject to these Conditions.
- 1.6 United may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods and/or Services shall arise, until the earlier of:
 - 1.6.1 United's written acceptance of the Order; or
 - 1.6.2 United delivering or performing the Goods and/or Services or notifying you that they are ready to be delivered or performed (as the case may be).
- 1.7 Particular Goods and Services are subject to Special Conditions which shall apply in addition to these General Conditions. If there is any conflict or inconsistency between the General Conditions and the Special Conditions the Special Conditions shall take precedence.

2 Price

- 2.1 The price for the Goods and/or Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with United's scale of charges as advised by United and received and acknowledged by you before the date the Order is made (Price).
- 2.2 The Prices are exclusive of:
 - 2.2.1 packaging, delivery and insurance which shall be charged in addition at United's standard rates
 - 2.2.2 VAT.
- 2.3 You shall pay any applicable VAT to United on receipt of a valid VAT invoice.
- 2.4 United may increase the Prices at any time by giving you not less than 15 Business Days' notice in writing provided that the increase does not exceed 10% of the Prices in effect immediately prior to the increase.
- 2.5 Notwithstanding clause 2.4, United may increase the Prices with immediate effect by written notice to you where there is an increase in the direct cost to United of supplying the relevant Goods and/or Services which exceeds 5% and which is due to any factor beyond the control of United.

3 Payment

- 3.1 United shall invoice you for the Goods and/or Services at any time after delivery or performance (as the case may be).
- 3.2 You shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the end of the month of invoice to the bank account nominated by United.
- 3.3 Where sums due under these Conditions are not paid in full by the due date:
 - 3.3.1 United may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England;
 - 3.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;
 - 3.3.3 if United issues Court proceedings against you for the recovery of monies owed by you, you agree to pay all Court costs relating to the proceedings as well as interest and United's fixed administration charge of £200 which you agree may be added to the claim.

4 Rebates

- 4.1 United may at its sole discretion offer rebates, but is under no obligation to do so.
- 4.2 Any terms of any rebates shall be negotiated separately between you and United.

5 Delivery and performance

- 5.1 The Goods shall be delivered by United to the Address on the date(s) specified in the Order, but subject to clause 5.3. The Goods shall be deemed delivered by United only on arrival at the Address.
- 5.2 The Services shall be performed by United at the Address on the date(s) specified in the Order, but subject to clause 5.3. The Services shall be deemed performed by United only on completion of the performance of the Services at the Address.
- 5.3 United may deliver the Goods or perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle you to cancel any other instalment.
- 5.4 Time is not of the essence in relation to the performance of the Services or delivery of the Goods. United shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.
- 5.5 United shall not be liable for any delay in or failure of performance caused by:
 - 5.5.1 Your failure to: (i) make the Address available, (ii) prepare the Address as required or (iii) provide United with adequate instructions for performance or delivery or otherwise relating to the Goods and/or Services;
 - 5.5.2 Force Majeure.

6 Risk and title

- 6.1 Risk in the Goods shall pass to you on delivery.
- 6.2 Title to the Goods shall pass to you once United has received payment in full and cleared funds for the Goods.
- 6.3 Until title to the Goods has passed to you, you shall:
 - 6.3.1 hold the Goods as bailee for United;
 - 6.3.2 store the Goods separately from all other material in your possession;
 - 6.3.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 6.3.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price;
 - 6.3.5 ensure that the Goods are clearly identifiable as belonging to United;
 - 6.3.6 not remove or alter any mark on or packaging of the Goods;
 - 6.3.7 inform United immediately if you become subject to any of the events or circumstances set out in clauses 11.1.1 to 11.1.3 or 11.2.1 to 11.2.11; and
 - 6.3.8 on reasonable notice permit United to inspect the Goods during your normal business hours and provide United with such information concerning the Goods as United may request.
- 6.4 Notwithstanding clause 6.3, you may use or resell the Goods in the ordinary course of business until such time as you become aware or ought reasonably to have become aware that an event specified in clauses 11.1.1 to 11.1.3 or 11.2.1 to 11.2.11 has occurred or is likely to occur.
- 6.5 If you resell the Goods in accordance with clause 6.4, title to the Goods shall pass to you immediately prior to the resale.
- 6.6 If, at any time before title to the Goods has passed to you, you inform United, or United reasonably believes, that you have or are likely to become subject to any of the events specified in clauses 11.1.1 to 11.1.3 or 11.2.1 to 11.2.11, United may:
 - 6.6.1 require you at your expense to re-deliver the Goods to United; and
 - 6.6.2 if you fail to do so promptly, enter any premises where the Goods are stored and repossess them.

7 Warranty

- 7.1 United warrants that, for a period of 6 months from delivery (the Warranty Period), the Goods shall:
 - 7.1.1 conform in all material respects to any sample, their description and to the Specification;
 - 7.1.2 be free from material defects in design, material and workmanship; and
 - 7.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 7.2 United warrants that, for a period of 6 months from performance (also the Warranty Period):
 - 7.2.1 the Services shall be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and
 - 7.2.2 any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.

- 7.3 You warrant that you have provided United with all relevant, full and accurate information as to your business and needs.
- 7.4 United shall, at its option, correct, repair, remedy, re-perform or refund the Goods and/or the Services that do not comply with clause 7, provided that:
- 7.4.1 you serve a written notice on United not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;
- 7.4.2 such notice specifies that some or all of the Goods and/or Services do not comply with clause 7.1 or 7.2 and identifying in sufficient detail the nature and extent of the defects; and
- 7.4.3 you give United a reasonable opportunity to examine the claim of the defective Goods and/or Services.
- 7.5 Except as set out in this clause 7:
- 7.5.1 United gives no warranty and makes no representations in relation to the Goods and/or Services; and
- 7.5.2 shall have no liability for their failure to comply with the warranty in clauses 7.1 and 7.2, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

8 Limitation of liability

- 8.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.
- 8.2 Subject to clause 8.6, United's total liability in relation to Goods shall not exceed the sum of the Price paid under this Contract.
- 8.3 Subject to clause 8.6, United's total liability in relation to Services shall not exceed 150% of the Price paid under this Contract.
- 8.4 Subject to clause 8.6, United shall not be liable for consequential, indirect or special losses.
- 8.5 Subject to clause 8.6, United shall not be liable (whether direct or indirect) for loss of profit, loss or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) or harm to reputation or loss of goodwill.
- 8.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 8.6.1 death or personal injury caused by negligence;
- 8.6.2 fraud or fraudulent misrepresentation;
- 8.6.3 any other losses which cannot be excluded or limited by applicable law;
- 8.6.4 any losses caused by wilful misconduct.

9 Processing of personal data

- 9.1 The parties agree that the Customer is a Controller and that United is a Processor (as defined in the Data Protection Laws) for the purposes of processing Protected Data pursuant to the contract.
- 9.2 Each party shall comply with its respective obligations and may exercise its respective rights in accordance with Data Protection Laws.
- 9.3 The Customer authorises the appointment of the Sub-Processors listed in United's list of Sub-Processors.
- 9.4 United shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom without the prior written consent of the Customer.
- 9.5 At the end of the provision of the Services relating to the processing of Protected Data, at the Customer's option, United shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires United to store such Protected Data. This clause 9 shall survive termination or expiry of the Contract.

10 Force Majeure

- 10.1 United shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 10.1.1 promptly notifies you of the Force Majeure event and its expected duration; and
 - 10.1.2 uses best endeavours to minimise the effects of that event.
- 10.2 If, due to Force Majeure, United:
- 10.2.1 is or shall be unable to perform a material obligation; or
 - 10.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or total of more than 30 days in any consecutive period of 60 days; you may, within 30 days, terminate the Contract on immediate notice or renegotiate the Contract with United to achieve, as nearly as possible, the original commercial intent.

11 Termination

- 11.1 United may terminate the Contract or any other contract which it has with you at any time by giving notice in writing to you if:
- 11.1.1 you commit a material breach of the Contract and such breach is not remediable;
 - 11.1.2 you commit a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach; or
 - 11.1.3 you have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after United has given notification that the payment is overdue.
- 11.2 United may terminate the Contract at any time by giving notice in writing to you if you:
- 11.2.1 stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
 - 11.2.2 are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if United reasonably believes that to be the case

