

TERMS AND CONDITIONS OF SALE

UKLintels Ltd & (The Seller)

GENERAL

1.1 All orders are accepted subject to the following conditions which shall form part of and govern the contract of sale. Any variation of those conditions in any document of the buyer is inapplicable unless accepted in writing by UKLintels Ltd & (The Seller).

1.2 No variation may be made to the contract of sale except by agreement in writing between the parties.

QUOTATIONS

2.1 The placing of an order following the seller's quotation shall not be binding on the seller unless and until accepted by the seller.

2.2 Additions or alterations to orders, however made, shall not be binding on the seller until they have been confirmed by the seller in writing.

2.3 By ordering the goods from the seller the buyer will be deemed to have accepted that these conditions take precedence over any other conditions contained on or in any letter, acceptance form or the like in connection with goods so ordered.

PRICES

3.1 The prices quoted are based on current conditions and are subject to adjustment with out notice. The goods will be invoiced at the price ruling on the date of despatch.

3.2 The prices quoted are exclusive of United Kingdom Value Added Tax, unless otherwise specifically stated in the contract.

DELIVERY

4.1 Where goods are ordered by the buyer for delivery at his request:-

(i) if a period is stated for delivery and such period is not extended by agreement in writing the buyer shall take delivery within that period;

(ii) if no period is stated for delivery, the buyer shall take delivery of the goods within one year from the date of contract;

(iii) if the buyer does not take delivery within the period the buyer will reimburse the supplier's storage costs. An invoice will be issued for the full amount of the goods on the last date on which delivery is due and shall be payable in accordance with the provisions of Clause 9.1.

4.2 In any other cases:-

(i) any time stated in respect of delivery is given in good faith but is by way of estimation only and is not binding on the seller.

(ii) where no time is stated in respect of delivery, the goods shall be delivered as soon as they are ready.

(iii) time for delivery, whether expressly stated or not, shall not be or be deemed to be of the essence of the contract of sale.

4.3 The seller shall not be liable for any loss or damage whether direct or indirect or consequential or in whatsoever way arising which is or might be occasioned to the buyer or to any purchaser from him or customer of his arising out of or in anyway due to any delay or default in delivery of any goods under the contract however caused.

4.4 The seller shall be entitled to make partial deliveries of the goods unless otherwise agreed in writing.

4.5 In the case of partial deliveries of goods, the buyer will not be entitled to treat the delivery of faulty goods in any one instalment, or the late delivery of any one instalment as a repudiation of the whole contract.

PACKAGING, CONSIGNMENT AND CARRIAGE

5.1 Unless otherwise stated in the contract, and subject to the following provisions of this clause:-

(i) goods will be consigned by the method of transport chosen by the seller to the address specified by the buyer for consignment of the goods (the 'delivery address')

5.2 If packaging is marked "returnable", it is not included in the price, but will be charged for unless returned within one month, carriage paid and in good condition to the seller's premises.

TRANSFER OR RISK

6.1 The goods shall be at the risk of the buyer as soon as they are delivered to the delivery address or where the delivery address is not within the United Kingdom immediately the goods are placed on board ship unless otherwise agreed and the seller shall be under no obligation to give the buyer the notice specified in Section 32 (3) of the Sale of Goods Act 1893.

ACCEPTANCE OF GOODS

7.1 The buyer will be deemed to have accepted the goods unless he rejects them within seven days after their receipt at the delivery address.

7.2 The seller shall have no liability for goods delivered in a damaged condition or lost in transit or for shortages in delivery unless:

(i) in the case of damage or shortage of delivery, short details are endorsed on the carrier's delivery note or receipt and notice in writing giving full particulars of the damage or shortage is received by the seller and the carrier within three working days after receipt of the goods at the delivery address;

and

(ii) in the case of goods lost in transit, notice in writing of the non-delivery is received by the seller and by the carrier within fourteen days after the date of the advice note or invoice (as the case may be) issued by the seller.

7.3 Subject to the buyer complying with clauses 7.1 of 7.2 above (as the case may be) and subject to clause 8 below, the seller shall replace or make good any goods rejected by the buyer or delivered in a damaged condition or lost in transit (or, in lieu thereof, at the option of the seller, shall allow credit to the buyer of the amount of the price of goods lost or rejected or a proportionate amount thereof in the case of goods damaged), but the seller shall have no other liability whatsoever including subsequent loss in respect of goods rejected by the buyer or delivered in a damaged condition or lost in transit.

SPECIFICATIONS

8.1 Unless otherwise specifically stated in the contract all specifications and particulars of weights and dimensions stated in the contract and in the seller's sale literature are approximate only, and where dimensions or weights are quoted in imperial measurements the seller reserves the right to supply any convenient metric equivalent or vice versa.

8.2 The seller reserves the right to change the specification of any goods quoted in its sales literature at any time without notice.

8.3 Reference to dimensions are approximate only. Whilst every effort is made for these figures to be accurate, it must be understood that the specification of goods manufactured and supplied by the company is subject to normal trade tolerances.

PAYMENT

9.1 Except where otherwise specifically agreed payment must be made to the seller's address stated on his invoice not later than the last day of the month following the date of his invoice.

9.2 Where partial delivery is made, the buyer shall be obliged to pay for each instalment separately, if the seller so requires by invoicing him.

9.3 Unless otherwise agreed, the buyer shall not be entitled to exercise any right of set-off or counter-claim against monies owed to the seller of goods invoiced and delivered to him.

OWNERSHIP OF GOODS

10.1 Should the buyer default in any payment where due the seller will be entitled to repossess all the goods held by the buyer which are still the seller's property (without prejudice to any other right or remedy arising out of such a default in payment) and for this purpose the seller will be entitled to enter upon any land or buildings on or in which the goods may be situated and to remove the same. All costs incurred by the seller in repossessing the goods shall be borne by the buyer.

10.2 Any goods so repossessed shall be sold and the proceeds of sale set off against the amounts due to the seller by the buyer. Any balance remaining of the proceeds of sale shall be paid to the buyer. If the said proceeds of the sale are not sufficient the buyer shall remain liable to pay to the seller the amount remaining due, together with any interest accruing thereon.

PATENTS

11.1 The buyer shall indemnify the seller against all damages penalties costs and expenses to which the seller may be liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent or registered design.

DETERMINATION OF CONTRACT

12.1 If the buyer shall make default in or commit a breach of the contract or of any other of his obligations to the seller, or if any distress or execution shall be levied upon the buyers property or assets, or if the buyer shall make or offer to make any arrangement or composition with creditors or commit an act of bankruptcy, or in petition or received order in bankruptcy shall be presented or made against him or if the buyer is a limited company and any resolution or petition to wind up such company's business shall be passed or presented, or if a receiver of such company's undertaking, property or assets of any part thereof shall be appointed; the seller shall have the right by written notice to the buyer to determine this and/or any other contract then subsisting between the buyer and the seller, and/or to suspend further deliveries of goods under this and/or any other contract between the buyer and the seller. Such right shall be without prejudice to any other claim or right the seller may otherwise make or exercise.

NOTICES

13.1 Notices required to be given to the seller must be sent to the address stated on the front of this document. Notices required to be given to the buyer will be sent to the address specified by the buyer for consignment of the goods unless a different address is specified for this purpose by the buyer.

OTHER CONDITION

14.1 No liability will be accepted for any failure of, or any delay in, performance which is due wholly or partially to restriction by Government or other competent authority strikes, lock out, failure by suppliers to supply raw materials or to any other cause whatsoever outside our control.

LAW

15.1 These conditions and the contract shall be subject to and construed in accordance with English law, and the buyer is deemed to submit to the non-exclusive jurisdiction of the High Court of Justice of England.

ARBITRATION

16.1 Any dispute between the sellers and buyers to be settled by arbitration in London in accordance with the provisions of the Arbitration Act 1889 and 1934 or any statutory modification thereof for the time being in force.

17.1 In the event of mergers/acquisitions of the Buyers company or if the Buyer becomes the subject of an external takeover or management buyout by any third party all orders already placed by the Buyer with the Seller must be fulfilled/ completed under the same Terms and Conditions as the original agreement signed by the Buyer and any third party will be similarly bound under the said Terms and Conditions. Should the Buyer seek to cancel an order following one of the said events, i.e. external takeover, then the Seller will seek compensation in the form of a minimum of 20% of the total order value and this sum must be paid by the Buyer to the Seller within 14 days of the cancellation. All cancellations must be confirmed by the Buyer or its associated companies to the Seller in writing.

TERMS & CONDITIONS OF PAYMENT:

Important Conditions: All invoices are due for payment at the end of the following month following the month of despatch- PROMPT. We reserve the right to adjust any discounts quoted in the event of late payment. Late payment may result in loss of either all or part discounts at our discretion.

RETENTION OF TITLE:

All goods remain the property of UKLintels Ltd until the full value of the goods has been paid in full and the conditions of sale and terms of payment and agreement that this company will observe and comply with on all future purchases and transactions.

MONIES OUTSTANDING BEYOND OUR CREDIT TERMS:

Any account outstanding beyond our credit terms of reference will be passed out of hand to others; such accounts will be subject to any other costs incurred in obtaining the settlement. A credit charge of 8% per annum will be made if this invoice is not paid by the due date. UKLintels Ltd reserves the right to vary the rate of interest charged.

DEFINITIONS AND INTERPRETATIONS

"Buyer" means the company so described in the Order including any sub-contractor of the Buyer,

"Conditions" means the terms and conditions set out or referred to in this document;

"Delivery address" means the address and or Site stated on the Order;

"Goods" means the address (including construction materials and any instalment of goods or any part of them) described in the order;

"Order" means the purchaser's purchase order for the supply of Goods and/or Services to which these Conditions are annexed;

"Seller" UKLintels Ltd whose registered office is at Weeping Ash Farm, North End Road, Yatton, Bristol, BS49 4AW

"Site" means any specified site of the Buyer as stated in the Order.