

Standard Terms and Conditions of Sale

1. Definitions

The following words and expressions shall have the following meanings in these conditions:-

The Company

shall mean Ultimat Ltd

The Customer

shall mean the person, firm, company or organisation who orders the work pursuant to these conditions

The Goods

shall mean the products or services sold by the Company in accordance with these conditions

The Contract

shall mean the contract for purchase and sale of goods or services

2. The Contract

All orders are accepted under these Standard Terms and Conditions of Sale which shall govern the Contract to the exclusion of any other terms and conditions unless agreed in writing by the Company.

3. Cancellation

No cancellation of any order by the Customer may be permitted unless agreed by the Company. The Company reserves the right to charge the Customer for any Goods specifically processed or purchased against orders placed by the Customer.

4. Price

All prices charges are those current at the date of receipt of the Customer's order, unless otherwise agreed and are exclusive of Value Added Tax. The cost of delivery of the Goods by the Company is additional unless otherwise stated.

The Company reserves the right to vary its prices at any time and any order placed by the Customer shall be charged at the prices ruling on the date of receipt of the order.

5. VAT

All prices advertised are exclusive of VAT. VAT at the current rate of 20 % is chargeable by law on the total cost of goods and carriage.

6. Terms of Payment

The Customer shall make payment prior to receipt of the Goods unless the Company has agreed to open a credit account. In such case the Customer shall make payment within 30 days from the date of invoice. If the Customer fails to make any payment when due then the Company shall have the right, without prejudice to any other remedy, to:-

- Cancel the Contract or cease further deliveries of Goods;
- Charge the Customer interest at 8% over bank base rate from time to time until payment is made in full.

7. Delivery

The Company shall be responsible for delivery of the Goods to the Customer's address, or as otherwise agreed, unless otherwise stated. Any dates given for the delivery of the Goods are estimates only and the Company shall not be liable for any delay in delivery howsoever caused. Any breakages/shortages must be notified within 3 working days of delivery and the delivery note clausured accordingly. All other claims must be made within 7 days of delivery. In those cases where the Customer is required to make a careful examination of the Goods and has signed for receipt of the Goods in good condition the Company will not accept any claim for any defect which would have been apparent given such examination.

The Company reserves the right to inspect any Goods which are the subject of a claim and shall be under no liability if such opportunity to inspect is not granted within a reasonable time.

The Company, subject to the above, shall replace any damaged or defective Goods but otherwise shall be under no further liability arising from such damage or defect.

8. Risk and Property

The risk in the Goods shall pass to the Customer upon delivery of the Goods. Notwithstanding passing of risk and delivery of the Goods, title in the Goods shall not pass until payment for the Goods is made in full and for any other amounts due from the Customer to the Company. Until title in the Goods passes to the Customer the Customer shall hold the Goods as the fiduciary agent and bailee of the Company and keep the Goods separate from those of the Customer and any other third party and in such a way as to be clearly identified as the Company's property.

The Customer shall be entitled to resell or otherwise use the Goods in the normal course of its business. Until such time as property in the Goods passes to the Customer the Company shall be entitled to repossess the Goods and to enter upon the Customer's premises or any third party where the Goods are stored in order to regain possession.

9. Customers Materials

Whilst the Company shall endeavour to preserve the Customer's materials in good order they remain at the Customer's risk and liability for damage to, destruction or loss of such materials is excluded save where such damage, destruction or loss is caused by the Company's negligence.

Whilst the Company shall endeavour to maintain its usual high standards where the Customer's materials are used, the Company shall not be liable for imperfect work, caused by defects in or unsuitability of the Customer's materials and the Customer shall not be entitled to reject such work for such reason.

The Company shall have a lien over the Customer's materials against payment of all costs or fees to it by the Customer from time to time and shall be entitled (if any payment is not made on the due date) to dispose of the Customer's materials for such sums (if any) as the Company may in its discretion think appropriate towards settlement of the amount due.

10. Warranty

No representation or warranty is given as to the suitability or fitness of the Goods for any particular purpose. It is the Customer's responsibility to ensure the Goods are fit for the purpose for which they are intended to be used. If the Customer is unsure as to the fitness of the Goods for any particular purpose it should consult with the Company prior to purchase.

All sizes, colours and other specifications show in the catalogue are for guidance only. If such information is critical to the Customer's application, then it is the Customers responsibility to check with the Company to ensure that the goods are fit for purpose.

11. Liability

The Company shall not be liable for any consequential loss or indirect loss to the Customer.

General

Any notice required hereunder shall be given in writing and addressed to the other party at its registered office or principal place of business as notified from time to time.

Neither the Company nor the Customer shall assign the Contract to any other party without each others written consent.

No waiver by the Company of any breach of Contract by the Customer shall be considered a waiver of any subsequent breach of any provision. These Standard Terms and Conditions of Sale shall be governed by and construed in accordance with English Law and the parties hereto submit to the non exclusive jurisdiction of the English Courts.

The headings of the Standard Terms and Conditions are for convenience and shall have no effect on the interpretation thereof.