

Terms & Conditions

CONDITIONS OF BUSINESS

ULTRA
TRADE FRAMES

— EST. 2001 —
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DEFINITIONS

1 In these conditions the following terms shall have the following meanings.

'Company' means Ultra Trade Frames Limited.

'Customer' means the customer of the Company.

'Contract' means any contract for the sale of Goods by the Company to the Customer.

'Goods' means any goods forming the subject of any contract including parts and components of or materials incorporated in them.

'Price' means the price quoted for the Goods by the Company.

QUOTATION

2 Quotations by the Company unless otherwise stated in them shall be open for acceptance within 10 days of the date of the quotation after which the quotation shall be invalid.

EXISTENCE OF CONTRACT

3.1 No Contract shall come into existence until the Customer's order (however given) is accepted or by the Company's written acceptance.

3.2 These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer.

3.3 No variation or amendment of these conditions or oral promise or commitment related to it shall be valid unless committed to writing and signed by the Company.

PRICES

4.1 The Price for the Goods is Ex works and includes packing, insurance, but excludes VAT, and other taxes or duties. The Price includes carriage where a delivery point for the goods has been agreed with the Customer otherwise the Price excludes carriage. The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.

4.2 Prices stated in the Company's brochures, price lists and literature may be altered at any time and without notice.

PAYMENT

5.1 The Company may invoice the Customer for the Goods on or at any time after delivery. All invoices are payable upon delivery of the goods in pounds sterling and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason at all.

5.2 Without prejudice to any other rights of the Company if the Customer fails to pay the invoice price by the due date the Customer shall not be allowed any discount given in that invoice or in any other way agreed and the Customer shall reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

5.3 If any sum due to be paid under the Contract by the Customer to the Company is not paid on the due date, interest will be chargeable thereon as well after as before judgement on a day to day basis at the rate of 4 per cent per annum above the UK Base Rate of Natwest rate from time to time applicable, from the day any sum becomes due until such sum is paid with interest as aforesaid.

TITLE

6.1 For the purpose of section 12 of the Sale of Goods Act 1979 the Company shall transfer only such title or rights in respect of the Goods as the Company has and if the Goods are purchased from a third party shall transfer only such title or rights as that third party had and has transferred to the Company.

6.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.

6.3 The Company may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them; and for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.

6.4 The Company may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

RISK, DELIVERY AND PERFORMANCE

7.1 The Goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or other delivery point agreed by the Company.

7.2 Risk in the Goods passes when they are delivered in accordance with clause 7.1.

7.3 The Company may at its discretion deliver the Goods by instalments in any sequence. Where the Goods are delivered by instalments, no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

7.4 Any dates quoted by the Company for the delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted delivery dates.

7.5 If the Customer fails to take delivery of the Goods or any part of them on the due date and to provide any instructions or documents required to enable the Goods to be delivered on the due date, the Company may on giving written notice to the Customer store or arrange for the storage of the Goods, and on the service of the notice:

- risk in the Goods shall pass to the Customer;
- delivery of the Goods shall be deemed to have taken place; and
- the Customer shall pay the Company all costs and expenses including storage, any redelivery and insurance costs and charges arising from its failure.

7.6 Except in respect of death or personal injury resulting from the Company's negligence, and as expressly stated in these conditions. The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract.

CLAIMS NOTIFICATION

8.1 Any claim that any Goods have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified by the Customer to the Company within 7 days of their delivery.

8.2 Any alleged defect shall be notified by the Customer to the Company within 7 days of the delivery of the Goods or in the case of any defect which is not reasonably apparent on inspection within 7 days of the defect coming to the Customer's attention provided that the defect is notified to the Company within:

- for Goods manufactured by the Company, 60 months from the date of delivery; or
- for Goods not of the Company's manufacture, the warranty period given by the manufacturer.

8.3 Any claim under this condition must be in writing and must contain full details of the claim.

8.4 The Company shall be given reasonable opportunity and facilities to investigate any claims made under this condition.

SCOPE OF CONTRACT

9.0 Except in respect of death or personal injury resulting from the Company's negligence, and as expressly stated in these conditions. Under no circumstances shall the Company have any liability of whatever kind for:

9.1 any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the instructions or advice of the Company or the manufacturer of any Goods or neglect or from any instructions or materials provided by the Customer;

9.2 any Goods which have been adjusted, modified or repaired;

9.3 the suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company;

9.4 any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted to the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representations;

9.5 any technical information, recommendations, statements or advice furnished by the Company, its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made; or

9.6 any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods, and the substituted materials or components are of a quality equal or superior to those originally specified.

EXTENT OF LIABILITY

10.1 The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of

statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except death or personal injury resulting from the Company's negligence and as expressly stated in these conditions.

10.2 If the Customer establishes that any Goods have not been delivered, have been delivered damaged or do not comply with their description the Company shall, at its option, replace with similar goods any goods which are missing, lost or damaged or do not comply with their description, allow the Customer credit for their invoice value or repair any damaged Goods,

10.3 If the Customer establishes that any Goods are defective the Company shall, as its option, replace with similar goods or repair any defective Goods, allow the Customer credit for their invoice value or to the extent that the Goods are not of the Company's manufacture, assign to the Customer (so far as the Company (making reasonable efforts) is able to do so) any warranties given by the manufacturer of the Goods to the Company.

10.4 The delivery of any repaired or replacement Goods shall be at the Company's premises or other reasonable delivery point specified for the original Goods.

10.5 Where the Company is liable in accordance with this condition in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the Goods and no set-off or other claim shall be made by the Customer against or in respect of such other or other parts of the Goods.

10.6 No claim against the Company shall be entertained due to any delays in respect of production of the Goods themselves or for delays in delivery of the Goods or for any defect arising from any design or specification provided or made by the Customer or if any adjustments, alterations or other work has been done to the Goods by any person except the Company.

10.7 The Company shall not be liable where any Goods, the Price of which does not include carriage, are delayed, lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged Goods will, if available, be supplied by the Company at the price ruling at the date of dispatch.

10.8 Save as expressly provided in the Contract and without prejudice to sub-paragraphs 10.1 – 10.7 above in no event whatsoever, except in respect of death or personal injury resulting from the Company's negligence, shall the aggregate liability of the Company to the Customer under the Contract or in respect of the subject matter thereof exceed an amount equal to the Price and all other sums payable by the Customer hereunder.

10.9 Subject to the terms of this paragraph 10, the following types of loss are wholly excluded:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of or damage to goodwill; and
- indirect or consequential loss.

10.10 This paragraph 10 shall survive termination of the Contract.

GENERAL

11.1 The Company may sub-contract the performance of the Contract in whole or in part.

11.2 The Company may at its discretion suspend or terminate the supply of any Goods if the Customer fails to make any payment when and as due.

11.3 Except for any which is agreed to be included in the contract all tools, patterns, materials, drawings, specifications and other data provided by the Company shall remain its property and all technical information, patentable, copyright and registered designs arising from the execution of any orders shall become the property of the Company.

11.4 The rights of the Customer under the Contract are personal to the Customer and are nontransferable.

CANCELLATION

12 Orders for Goods will be charged in full unless written notice of cancellation is received not later than 24 hours after the order has been confirmed by the Company and manufacture of the goods has not commenced.

FORCE MAJEURE

13 The Company shall not be liable for any failure or delay in the performance of its obligations under these conditions caused by factors outside its control.

LAW AND JURISDICTION

14 These conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.