

# Terms & Conditions

## 1. General

In these conditions:

- (a) 'the company' means UK POINT OF SALE GROUP LTD
- (b) 'the goods' and 'the service' means the articles or things or any of them described in the Contract.
- (c) 'the customer' means the person, firm or Company ordering the goods and/or services.
- (d) 'the order' includes not only any Order made on the Company's official order form but any Order made by the Customer in any other form whatsoever the Company may in its absolute discretion choose to accept.
- (e) 'Company's Premises' means the Premises mentioned in the Company's quotation or other contractual document or if not so mentioned means the Company's premises at Stockport.
- (f) 'the Contract' means any contract for the sale or supply of goods or services by the Company to the Customer.

## 2. Existence of Contract

- (a) These conditions alone constitute the entire agreement between the parties and supersede all prior dealings, negotiations, representations, agreements or understandings whether written or oral, expressed or implied. No variation or addition to these conditions shall be effective unless in writing signed by an authorised representative of the Company.
- (b) These conditions shall apply to all contracts made by or with the Company unless varied in writing signed by an authorised representative of the Company. These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the customer.
- (c) Any order by the customer shall constitute acceptance of these conditions.

## 3. Specifications

- (a) Illustrations and date in catalogues, brochures, and price lists and advertising matter are only an indication of the type of goods or services offered and no prices or other particulars contained therein shall be binding on the Company.
- (b) The Company reserves the right to make such alterations in construction, design, operating parameters, materials and packaging as the Company considers desirable without prior notice.
- (c) The customer warrants that he has not relied upon the skill or judgement of the Company in the selection of the goods or services as to their fitness for any particular purpose.

## 4. Confidentiality

Any of the Company's specifications, plans, drawings, know how or other confidential information whether of a technical or commercial nature which may be passed or come into the possession of the Customer shall not be used by the Customer other than for the purpose of the Contract and shall not be disclosed to any other person, firm or Company whatsoever. Further such specifications, plans, drawings or documents and any reproductions thereof by the Customer other than for the purpose of the contract and shall not be disclosed to any other person, firm or company whatsoever. Further such specifications, plans, drawings or documents descriptions and other information submitted by the Company together with the copyright therein shall be returned to the Company on demand. All specifications, plans, drawings, documents descriptions and other information submitted by the Company shall remain the Company's property together with the copyright therein.

## 5. Design and Industrial Copyright

Where the goods are made or material supplied to the customers own specifications, pattern or design the customer warrants or undertakes full responsibility for the suitability and likeness of the specification, pattern for design thereof and also warrants that any drawings, designs technical data furnished or given by the customer shall not be such as to cause the Company to infringe and letters patent, registered designs, trademarks or other rights belonging to third parties.

## 6. Prices

- (a) Any prices quoted are valid for only 30 days from the date of the quotation, thereafter the Company may alter the price without prior notice to the customer and any order received by the Company after such date shall be governed by the price ruling at the date of receipt of the order.
- (b) The Company further reserves the right to alter the price quoted to take account of the increases in costs including labour, overheads, transportation, raw materials and/or the fluctuation of exchange rates between the quotation date and the date of delivery of the goods.
- (c) Unless expressly stated to the contrary any price quoted does not include carriage costs, value added tax or any other tax to which the transaction may be subject.
- (d) The contract price does not include the cost of packaging of goods or materials

## 7. Delivery

- (a) Delivery dates are estimates only given by the Company in good faith and are subject to change. Whilst the Company will make every effort to meet the dates no liability will attach to the Company for any delays or loss from failure to maintain them. Time of delivery is not the essence of the contract.
- (b) In particular and without prejudice to the generality of the sub-contract (a) of this condition the Company shall not be liable for any delay in or failure of delivery caused by the unavailability of any raw materials or equipment or the customers instructions or lack of them.
- (c) Without prejudice to any other term of these conditions where the contract provides that goods or materials shall be delivered by an independent carrier, delivery of the goods or materials in question by the Company to the customer shall be deemed to be effected at the time of collection by or delivery to the carrier. In the event of goods or materials being collected by or on behalf of the customer its servants or agents such collection will constitute delivery to the customer.

## 8. Payment

- (a) Non account customers payment on a proforma basis
- (b) Account customers unless otherwise provided, payment shall be made by the customer in full on or before the 30th day following the date of the invoice.

## 9. Instalments

- (a) The customer shall if required by the Company accept delivery by instalments but shall not be entitled to demand delivery by instalments.
- (b) In the event of the contract providing that goods shall be delivered or work shall be completed by instalments each instalment shall be considered to be a separate contract and construed as such in accordance with these conditions. In particular failure by the customer to make payment by due date for any one instalment for whatsoever reason entitles the Company to suspend deliveries or work upon this or any other contract between the Company and the customer but without prejudice to any other rights the Company may have under the provisions of such contract.
- (c) In the case of partial completion of an order the Company shall be entitled to payment pro rata in respect of all goods supplied without prejudice to the Company's rights should non completion be occasioned by the customer's acts or default.

## 10. Overdue Accounts

The Company reserves the right to suspend deliveries or work and to charge interest on any invoice or account balance not paid by due date in accordance with paragraph 8 above at an annual rate 3% above the base lending rate of the Royal Bank of Scotland for the time being in force calculated from day to day from the date of invoice to the date of or payment in full whether before or after judgement.

## 11. Right of Set Off

The Customer shall pay the purchase price in accordance with the terms of the contract and shall not be entitled to make any deductions or set off against such payments either in respect of any claim arising under this contract or any other contract made between the customer and the Company or for any other reason.

## 12. Loss or Damage in Transit

No liability in respect of goods lost or damaged in transit will attach to the Company unless:

- (a) In case of goods delivered by independent contractors a claim is made in writing within 3 days of delivery or within such other period as will enable the Company to make an effective claim upon the carriers.
- (b) Where the goods are delivered by the Company a claim is made upon the Company in writing within 3 days of delivery.
- (c) In the case of the whole consignment failing to arrive the Company is notified within 10 days of dispatch.

## 13. Company Liability

The company's liability in respect of goods lost or damaged in transit under condition 12 of these conditions is limited to repair or at its discretion replacement of any such goods or materials lost or damaged in transit and of the customer requested by the Company so to do he shall ensure that the goods in question are returned to the Company's premises within 21 days of the date of the written notice referred to in condition 12 of these conditions.

## 14. Errors

The Company reserves the right to correct any clerical or typographical errors made by its employees, agents or servants at any time.

## 15. Property

- (a) Property in the goods shall not pass to the customer until such time as the goods have been paid for in full and all sums due to the Company under this contract between the Company and the customer shall also have been paid in full.
- (b) Upon the happening of the events in condition 18 hereof the Company shall be entitled to immediate return of the goods whether the Company chooses to terminate the contract or not and for this purpose. The customer shall allow the Company its servants or agents reasonable access to any premises of or occupied by the Customer at which the goods are held.

## 16. Responsibility for the Goods

Risk in the goods shall pass to the customer on delivery.

## 17. Cancellation

The Company reserves the right to refuse cancellation of orders placed by customers and will refuse to accept any goods returned to the Company without prior permission. In respect of any goods returned to the Company with its permission or the cancellation of any contract which is accepted at the sole discretion of the Company the customer shall be responsible for the original cost of transport to the customers premises, the removal of the goods and return transport, the value or materials used or work done by the Company prior to the date of cancellation, the value of all loss or damage incurred by the Company by reason of such cancellation and for an administration/restocking charge of 20% of the total value of the contract price. Acceptance of any cancellation by the Company shall be without prejudice to any liabilities which shall have arisen under these conditions prior to the date of acceptance of cancellation, and are subject to the goods being returned to the Company packaged in the same manner as they were originally sent. Cancellation of the contract will only be effective when confirmed by the Company in writing.

## 18. Default

- (a) If during the currency of contract:
  - (i) Any distress or execution is levied against the customers property or assets.
  - (ii) The customer (being an individual) makes or seeks to make any arrangement or composition with his creditors or if any petition or receiving order in bankruptcy is presented against him.

- (iii) The customer (being a Company) any resolution or petition to wind up the customers business (other than for amalgamation or reconstruction) is passed or presented or a manager or receiver of the customers undertaking property or assets or any part thereof is appointed.
- (iv) The equivalent of any of the for foregoing events according to the law of the customers place of business shall occur.
- (v) The customer is involved in any legal proceedings in which its solvency is questioned or is deemed to be unable to pay its debts.
- (vi) The customer ceases or threatens to cease trading.
- (vii) The customer makes default in any payment or commits any breach of any of its obligations hereunder or in connection with any other contract with the Company.

The Company shall be entitled forthwith at its option to terminate this contract and any other contract with the customer and/or to suspend deliveries under this contract and/or any other such contract without prejudice to any other rights the Company may possess against the customer for breach of this or any other contract.

## 19. Limitation of Liability

The liability of the Company to the customer for any loss or damage of whatsoever nature and however caused shall be limited to and in no circumstances shall exceed the invoice price of the goods.

## 20. Force Majeure

In the event of delay, interruption or stoppage of the Company's business due directly or indirectly to hostilities, riot, civil commotion, strikes, lockout, industrial disputes (whether official or unofficial) legislation or official regulation, wilful damage or the unavailability of transport, power, materials or to natural causes such but not limited to act of God, earthquake, flood or tempest or to fire accident or theft or any other event outside the Company's control, the Company may forthwith suspend or postpone its obligations or any of them under this contract until such delay interruption or stoppage has ceased or determine this contract without prejudice to any right of action which it may have accrued prior to such termination. Where for such reasons the availability of the goods to the customer is delayed, the customer shall have delivery of the goods when so requested by the Company.

## 21. Licences and Availability of Goods

Contracts and orders are accepted subject to the customer receiving the necessary licence to purchase or to use and to use and to the availability to the Company of required raw materials or instruments or other goods necessary for the production of the goods and for carrying out services.

## 22. Indemnity

The customer shall be liable for and shall indemnify and save harmless keep the Company against any expense liability loss/claim, proceedings, damages or costs whatsoever arising under any statute or at common law arising out of or in the course of or caused by or in connection with the performance of this contract or the breach of any stipulation, obligation, undertaking, condition or warranty contained in or this contract or negligence, nuisance or breach of statutory duty of the customer his servants or agents or sub-contractors however caused and whether directly or indirectly provided always that the customer shall not be called upon to indemnify the Company against and liability for personal injury or death, loss or damage directly and solely caused by the wrongful act or omission of the Company its servants or agents for whose negligence the Company is liable at law.

## 23. Assignment

- (a) The Company may assign the benefit of or any right or liability under this contract.
- (b) The customer may not assign the benefit of or any right or liability under this contract without the prior written consent of the Company.

## 24. Waiver

No failure delay or indulgence of the Company in exercising any power or right conferred upon it by these conditions or by statute or by common law shall operate as a waiver of any power or right and neither shall any single or partial exercise of such power or right preclude any other or further exercise thereof or the subsequent exercise of any other power or right.

## 25. Validity

The invalidity or unenforceability for any reason of any part of these conditions shall not prejudice or affect the validity or enforceability of the remainder.

## 26. Serving of Notice and the Giving of Consent

Any notice or consent or the like required to be given by the Company to the customer in connection with this contract shall be in writing and shall be sent by first class post to last known address of the customer and every such notice consent and alike shall be deemed to have been given at the time when in ordinary course of transmission it should have been delivered to the address to which it was sent.

## 27. Headings

The headings in these conditions are intended for reference only and shall not affect their construction.

## 28. Conflict of Laws

These conditions and the contract shall be subject to and be construed in accordance with English Law and the courts of England and Wales shall have exclusive jurisdiction to hear and to determine any claim or action in respect of this contract.