

UFP (UK) LIMITED CONDITIONS OF SALE

1. Definitions

1.1 In these terms and conditions:

Buyer: the company, firm, body, or person who buys the Goods.
Contract: any contract to which these terms and conditions apply.
Goods: the Goods which are the subject of the Contract.
Seller: UFP (UK) Limited.

2. Placement of Orders

2.1 All verbal orders made by the Buyer must be confirmed in writing to the Seller within 48 hours of the verbal order.

2.2 The order input deadline for next day delivery is 5:20pm.

2.3 Written confirmation of order cancellations must be obtained by the Buyer prior to despatch of the Goods and an order cancellation reference number be obtained from the Seller's Customer Support Department.

2.4 The Seller will charge a restocking fee of 20% of the value of the goods in addition to any other expenses incurred by the Seller for all order cancellations received after the goods have been despatched except:

2.4.1 Orders for non-stock products cannot be cancelled once the Seller has ordered the products from their Supplier.

3. Prices

3.1 All prices are subject to change without notice and should always be confirmed at the time of placing an order.

3.2 All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such price plus VAT.

3.3 All prices quoted or accepted are exclusive of packaging, delivery and insurance which shall be charged unless otherwise agreed in writing by the Seller.

3.4 All prices quoted or accepted are exclusive of Credit Card Processing Charges. A charge of 3.00% will be added to the value of all orders and invoices where payment is made by Credit Card. The Seller reserves the right to vary these charges from time to time.

4. Payment

4.1 For all credit sales the Buyer shall make payment for the Goods in full without any deduction or right of set off, within 30 days of the date of the Seller's invoice.

4.2 The Seller shall not be liable to the Buyer for any loss or damage due to any delay in delivery of the Goods.

4.3 Any dishonoured cheques issued to the Seller will incur a minimum charge of £20.00 for each presentation. Cheques are automatically presented by the Seller to the bank 3 times.

4.4 If the Buyer fails to make any payment on the due date then, without any other right or remedy available to the Seller, the Seller shall be entitled to:

4.4.1 Suspend any outstanding deliveries;

4.4.2 Cancel or suspend the Contract; and

4.4.3 Charge the Buyer interest (both before and after any judgement) on the amounts unpaid at the rate of 2.00% per annum above the Royal Bank of Scotland plc base rate from the date of the invoice to the date payment is received in full by the Seller.

5. Delivery

5.1 All deliveries are based on a next day service unless otherwise agreed but exclude certain geographical limitations (see 5.3).

5.2 All delivery charges include packing and carriage (but not insurance).

5.3 A range of premium deliveries* are available.

Same Day Deliveries* - can be arranged subject to destination and courier availability.

Plain Label Service* - deliveries made direct to your customer under plain label.

*These services have certain geographical limitations with associated extra cost, notably Eire, Northern Ireland, Scottish Highlands, and Offshore Islands, but all major mainland conurbations are included. Please ask your sales representative for details of exceptions.

The Seller reserves the right to vary their delivery charges from time to time.

6. Claims

6.1 All claims must be processed by the Seller's Customer Support Department (CSD). A claim will not be valid unless accompanied by a reference issued by CSD.

6.2 Delivery discrepancies must be notified in writing within 3 days of receipt of goods

6.3 Damaged goods - As 6.2 but a copy of the carriers delivery note showing receipt signed for as damaged must also be supplied. All damaged goods must be retained until the claim has been settled.

6.3 Short Shipments - As 6.2

6.4 All invoice queries must be notified within 7 days of the invoice date.

7. Title to Goods

7.1 Risk in the goods passes to the Buyer:

7.1.1 On delivery in the case of Goods delivered to the Buyer or Goods delivered directly to another location specified by the Buyer; and

7.1.2 At the time of collection in the case of Goods collected from the Seller's premises.

7.2 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Seller until the Seller has received payment of the full price of:

7.2.1 All Goods and/or Services the subject of the Contract; and

7.2.2 All other goods and/or services supplied by the Seller to the buyer under any contract whatsoever.

7.2.3 Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer.

7.3 Until payment has been received in accordance with clause 7.2 the Buyer shall store the Goods separately to any goods which belong to the Buyer or any third party, and shall be clearly marked and identifiable as the Sellers property.

7.4 If the Buyer fails to make payment to the Seller when it falls due, a bankruptcy order is issued against the Buyer, the Buyer enters into a voluntary arrangement with its creditors, or being a company enters into a voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or part of its assets or suffers any similar action or if the Seller has reasonable cause to believe that any of those events is likely to occur, the Seller shall have the right without prejudice to any other remedies:

7.4.1 To withhold delivery of any undelivered goods and stop delivery of any goods in transit;

7.4.2 To require the Buyer to part with possession of any Goods owned by the Seller; and

7.4.3 To enter without prior notice any premises where Goods owned by the Seller may be located and repossess any Goods owned by the Seller.

8. Returns

8.1 Returned goods will not be accepted without authorisation by the Seller and a valid Returns Authorisation Number (RAN) issued by the Seller's Customer Support Department.

8.1.1 Unauthorised returns will be 'refused'. 'Refused' goods must be collected by the Buyer within 30 days.

8.1.2 'Refused' goods not collected within 30 days they will be disposed of by the Seller.

8.2 Faulty goods - The Seller is a distributor of goods on behalf of the Manufacturer and seeks to apply the Manufacturers warranty procedures to its Buyers as fairly as possible.

8.2.1 Faulty goods will only be accepted for return within 90 days of date of the Seller's sales invoice.

8.2.2 Some situations may require prior authorisation from the Manufacturer before credit can be agreed. In such situations the Buyer will be required to provide a written fault report and print sample

8.2.3 All goods returned as faulty will be tested on receipt by the Seller:

8.2.3.1 Those goods found to be faulty and within the Manufacturer's sell by date will be credited or replaced accordingly.

8.2.3.2 Those goods found not to be faulty or outside the Manufacturer's sell by date will be reported to the Buyer. The Buyer must arrange for collection of these goods in accordance with clauses 8.1.1 and 8.1.2 relating to 'refused' goods.

8.2.4 Faulty goods will be collected free of charge subject to the Buyer's compliance with the Seller's returns procedures.

8.3 Damaged Goods - All deliveries received in a damaged condition must be signed for as damaged and reported to the Seller's Customer Support Department in accordance with clause 6.3 above. The packaging and goods must be retained and returned to the Seller.

8.4 Incorrect Goods - Where the Buyer receives goods which have not been ordered from the Seller and notifies the Seller in accordance with clause 6.2:

8.4.1 Replacement goods will be despatched the same day as notification (where stock is available); and

8.4.2 The Seller will collect the incorrect goods at their expense.

8.5 Cancelled Orders Despatched - Unless written cancellation is received in accordance with clauses 2.3 and 2.4 these goods may only be returned at the Seller's discretion. If authorised they will be returned at Buyer's expense and subject to a 20% restocking fee

8.6 The Seller endeavour to make all collections within 48hrs. The Buyer must ensure that the goods are adequately packed and ensure they are located in the area normally associated with deliveries, ready for collection.

8.7 RAN numbers are valid for 14 days. Goods cannot be returned using a RAN after this date.

8.8 All returns must be suitably packaged for return. Product with damaged or defaced original packaging will be 'refused' and dealt with in accordance with clauses 8.11 and 8.1.2.

9. General

9.1 These Conditions shall supersede all previous conditions of UFP (UK) Limited

9.2 These Conditions shall take precedence over any conditions of the Buyer and shall not be varied without the written consent of UFP (UK) Limited

9.3 If any provision of these Conditions are held to be invalid or unenforceable by a Court of Law in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

9.4 The Contract shall be governed by the laws of England and the parties shall submit to the sole jurisdiction of the English Courts.

9.5 All invoices will be transmitted electronically to the Buyer.