

DEFINITIONS

“**Goods**” means the Goods or services which the Company is to supply in accordance with these terms.

“**Company**” means United Automation Ltd.

“**Terms and Conditions**” means the terms and conditions of sale set out below and any specific terms and/or conditions agreed in writing between the Customer and the Company. In the event of conflict, the terms in this document shall take precedence.

“**Contract**” means the Contract for the purchase and sale of Goods.

“**Writing**” includes communication by post, facsimile, e-mail and by personal delivery of documents.

“**Acceptance**” means confirmation in writing by the Company upon receipt of the Customer’s order.

“**Customer**” means the person, firm or company described overleaf and who purchases the Goods or Service from the Company.

“**Website**” means the United Automation Ltd website (domain name : www.united-automation.com)

1. GENERAL

(a) Unless otherwise specifically agreed in writing these Conditions shall be incorporated in every offer quotation acceptance and contract for the sale or supply of goods or services by the Company and together with the order to which they relate constitute the entire contract between the Company and the Customer. Any conditions proposed by the Customer which are inconsistent with these terms are hereby excluded (including any terms or conditions which the Customer purports to apply under purchase order, confirmation of order, specification or other document).

(b) These conditions apply to all the Company’s sales and any variation to these conditions and any representation about the Goods or services shall have no effect unless expressly agreed in writing by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company’s liability for fraudulent misrepresentation.

(c) The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2. ACCEPTANCE

(a) All quotations are given subject to confirmation in writing by the Company upon receipt of the Customer’s order and no contract shall be concluded until such confirmation is given or the Customer’s order is otherwise accepted. Unless otherwise stated in writing by the Company each order when accepted constitutes a separate contract.

(b) The quality and description of the Goods shall be as set out in the Company’s quotation or acknowledgement of order.

(c) All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

3. PRICES

(a) Prices quoted are exclusive of VAT (unless otherwise stated) and are those in force at the date of quotation. Unless otherwise stated in the quotation (if any) given by the Company they may be varied at any time before delivery of the Goods or before performance of the Services provided the prices may be varied after a contract has become binding only by reason of an increase in the cost of the Company of raw materials or labour or by reason of a fluctuation in exchange rates.

(b) If prices are varied after a contract has become binding the Company shall give the Customer written notice of such variation and on receipt of such notice the Customer may cancel his order. In a case where goods are to be delivered or services are to be supplied in instalments the Customer may cancel payments only for the undelivered goods or the unperformed part of the Services. If the order is not cancelled the Customer shall be bound to pay the increased or varied price in respect of the goods delivered or Services performed after such notice is received. To be effective cancellations must be in writing and must be received by the Company either within fourteen days of the date in which such notice was sent or at least twenty-eight days before delivery or performance is due, whichever is the sooner.

(c) Unless otherwise expressly agreed prices quoted are ex works and exclude all cost of packaging and delivery from the Company’s premises but these may be charged as extras.

(d) Any variation or amendment requested by the Customer will only be valid and binding on the Company when subject to a change order relating to the order duly placed upon and accepted by the Company in writing and signed by a duly authorised representative, and subject to appropriate adjustment in price, delivery dates and other matters.

(e) Unless otherwise expressly agreed in the case of export sales, prices quoted also exclude all overseas taxes and tariffs and all costs of delivery which will be the responsibility of the Customer.

4. PAYMENT

(a) Credit terms may be offered, subject to satisfactory credit vetting of the Customer by the Company. The offer of credit will be at the sole discretion of the Company.

(b) Where credit is offered, payment of the price & VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Company, unless otherwise agreed in writing.

(c) In cases where credit is not offered, payment will be required before acceptance of an order by the Company.

(d) The Company shall be entitled to charge interest on overdue invoices from the date when payment becomes due, until the date of payment, at a rate of 3% per annum above the base rate of Barclays Bank PLC.

5. DELIVERY

(a) Delivery or periods are only best estimates and the Company is not liable for the consequences of any delay. Accordingly, time shall not be of the essence in making deliveries.

(b) Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.

(c) Any delivery or performance period begins on the date of the Company acceptance of the Customer's order or (if later) when the Company receives from the Customer any further information which it may require to proceed with the contract. The Customer agrees to supply such information promptly and to accept the Goods within the delivery or performance schedule or timetable specified in the contract and to give any necessary instructions for delivery or performance accordingly.

(d) Where the Company has agreed to deliver the Goods, the Customer shall in all cases other than export sales provide the labour necessary to the Company to unload and stack free of charge to the Company and shall ensure that the delivery vehicle is unloaded within a reasonable time and shall indemnify the Company against any loss or damage arising during unloading.

(e) If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

(i) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence); (ii) the Goods shall be deemed to have been delivered; and the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(f) If the Company delivers to the Customer a quantity of Goods of up to 5% more or less than the quantity accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

(g) Any typographical, clerical error or other omission in documents issued by the Company shall be subject to correction by the Company without liability on the part of the Company.

(h) The Customer must examine the Goods immediately upon delivery and within 7 days thereafter notify the Company in writing of any defects, and return any allegedly defective part or parts of the Goods to the Company or as the Company shall direct at the Customer's expense within 18 days of delivery and pay to the Company the costs of any tests carried out to such part or parts (such cost to be certified by the Company) together with the costs of return thereof to the Company in the event that no liability attaches to the Company in respect of defects. Where damage occurs, not apparent on reasonable inspection, the Customer must notify the Company within 7 days within the discovery of any such damage. In default the customer will be deemed to have examined and accepted the Goods.

(i) The Company shall not be liable for any loss or damage caused by or resulting from any variation (for whatever reason) in the specifications or technical data of any outside manufacturer or for any loss or damage arising out of curtailment or cessation of supply following such variation.

(j) The Company will repair or at its option replace free of charge any part of the Goods lost or damaged in transit provided that (if the Company appoints the carrier) the Company and the carrier are given written notice of such loss or damage within the time required by the carrier's Conditions of Carriage. Alternatively where delivery is made by the Company's own transport the Company should be given written notice within three days of the arrival of the Goods or in the case of non-delivery within fourteen days of despatch. This clause shall not apply to export sales.

(k) The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

6. RISK / TITLE

(a) The Goods are at the risk of the Customer from the time of delivery.

(b) Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of: (i) the Goods; and

(ii) all other sums which are or which become due to the Company from the Customer on any account.

(c) Until ownership of the Goods has passed to the Customer, the Customer shall:

(i) hold the Goods on a fiduciary basis as the Company's bailee;

(ii) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

(iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(iv) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

(d) The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

(i) any sale shall be effected in the ordinary course of the customer's business at full market value; and

(ii) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

(e) The Customer's right to possession of the Goods shall terminate immediately if:

(i) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(ii) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

(iii) the Customer encumbers or in any way charges any of the Goods.

(f) The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

(g) The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

(h) Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

(i) On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 5 shall remain in effect.

7. WEBSITE

We attempt to ensure that the information available on the Website at any time is accurate. However, we will not be held liable for any errors or omissions. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.

Products, services, prices and offers are only valid at the time they are published on our Website. All images should be used only as a guide or representation of the item.

All drawings, descriptive matter and specifications of goods and services on the Website are for the sole purpose of giving an approximate description of the goods and services.

We may also change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content or restrict access to parts or all of the Website without notice or liability.

We reserve the right to:

- i) Modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- ii) Change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed.

You may not use the Website for any of the following purposes:

- iii) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
- iv) Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise;
- v) Breaches any relevant laws, regulations or code of practice;
- vi) Gaining unauthorised access to other computer systems;
- vii) Interfering with any other person's use or enjoyment of the Website;
- viii) Breaching any laws concerning the use of public telecommunications networks;
- ix) Interfering or disrupting networks or websites connected to the Website; and
- x) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

We reserve the right to refuse to post material on the Website or to remove material already posted on the Website.

8. WARRANTIES & RETURNS

(a) The Company warrants that if any product is defective, it will replace or repair the product or refund the purchase price. This warranty is subject to a claim being made in writing to The Company within 12 months of the original date of despatch, or such other longer period as may be indicated by The Company for specific products from time to time in writing.

(b) This warranty shall not apply to any defect which arises from improper use, failure to follow the product instructions, or any repair or modification made without the consent of The Company. The Customer must return or dispose of the products, or make them available for collection by The Company, in accordance with The Companies instructions and suitably packaged.

(c) The Customer must contact The Company to notify the return of any products prior to returning any products and obtain a returns number, which is to be quoted on all paperwork. Returned products must be accompanied by a 'Returns Form' (SP04.1) stating the original invoice number in respect of the products and the nature of any claimed defect. Where the Customer returns products otherwise than in accordance with these warranty provisions, The Company may refuse such products and return them to the Customer at the cost of the Customer.

(d) Any products which are replaced by The Company shall become the property of The Company. Title to replacement products shall pass to the Customer on delivery, and the period of the replacement product's warranty shall be the unexpired period of the defective product's warranty.

(e) The remedies set out above shall be The Customers sole liability and the Customer's sole remedy for any breach of warranty and in respect of the supply or non-supply of products and/or services.

(f) The Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in ordering products and/or services (unless such untrue statement was made knowing that it was untrue) other than any remedy it may have set out expressly in these terms and conditions of sale. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill). The Company will not be liable to the Customer for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on The Company by operation of law. The Customer acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.

(g) For items purchased via the Website; If you are not happy with your purchase for any reason, you can return it to us and we will refund you with the amount you paid for that item.

The Customer must inform The Company by email or post and return the product within 7 working days from the day after receipt. We will send you a return code and return address. Write the return code on the outside of the packaging, and then return the product to us at your expense in unused condition and in the original undamaged packaging (or packaging of the same quality) for a full refund less carriage charges. We recommend using an insured delivery service.

Returns must be made within 7 working days of delivery.

Allow up to 21 days from receipt by The Company of your returned goods for your refund to be processed. The Company will normally refund you using the same payment method used to purchase the goods originally. Postage and packaging charges will not be refunded. This does not affect your statutory rights.

9. LIMITATION OF LIABILITY

(a) The Company shall not be liable for any loss or damage suffered by the Customer in excess of the contract price.

(b) The Company will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for:

- i) Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- ii) Any loss of goodwill or reputation; or
- iii) Any special or indirect losses suffered or incurred arising out of or in connection with the provision of any matter under the Conditions.

(c) Nothing in these Terms & Conditions shall be construed so as to limit or exclude the liability of the Customer for death or personal injury as a result of The Company's negligence or that of its employees or agents.

10. FORCE MAJEURE

The Company shall have no liability for delays or failures in delivery or performance resulting from force majeure, including but not limited to, war, demands or requests of Government authorities, strikes, shortages of labour, fuel, power, raw materials, late or defective performance or non-performance by suppliers, transportation disruptions, inability to ship or other causes, beyond our reasonable control.

11. GOVERNING LAW & JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Contact Information:

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