

UNIVERSAL PPE Ltd

Terms & Conditions of Sale

- 1** Application
- 1.1 These conditions apply to all contracts between the Seller and the Buyer referred to in the order and overrides all conditions stipulated by the Buyer (even if submitted in a Later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions can be incorporated)
- 1.2 No variation of these conditions is permitted unless agreed in writing by an authorized employee of the seller.
- 2** Price
- 2.1 The price to be paid for the goods will be the Seller's price at the date when the goods were dispatched or the services provided. Carriage if applicable will be charged at the prevailing rate.
- 3** Payment
- 3.1 Payment for the goods or services must be 30 days end of month following invoice, unless otherwise stated on the invoice or agreed in writing.
- 3.2 The Seller reserves the right to charge interest on overdue sums at the rate of 4% per annum above the Bank of England Base rate calculated on a daily basis from the due date of payment in Clause 3.1 until the date upon which payment is made.
- 3.3 The Seller may at any time require the Buyer to make payment in advance of delivery or require security for payment.
- 3.4 If the Buyer fails to make payment by the due date or when required, the seller may (without prejudice to any other remedy which it may have) cancel this contract and/or any other contract between the Buyer and the Seller and/or suspend delivery under this or any other contract until payment is made.
- 4** Delivery & Restocking
- 4.1 Delivery dates are approximate only and the Seller shall not be responsible for any loss or damage arising from any delay in delivering all or part of, any goods ordered or delay in the provision of any services.
- 4.2 Without prejudice to Clause 4.1, the Seller will not be liable for any delay in delivery or non-delivery of goods or services or any other breach of these conditions caused by any circumstances beyond the sellers control including without limitation, any act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non-delivery by the Seller's suppliers, breakdowns or accidents to machinery, labour strike or dispute, order or decree of any court or action of any governmental authority, or any other circumstances beyond the Sellers control: on the occurrence of any of the above events the Seller reserves the right to cancel or suspend the whole or part of the delivery.
- 4.3 All returns are subject to a 5% restocking/administration fee which covers warehousing, logistics and finance charges. Products must be returned in the condition you received them, and in a condition to allow immediate resale.
- 5** Risk, Property & Retention of Title
- 5.1 Goods supplied to the Buyer will remain the property of the Seller until the full payment in cash or cleared funds has been received by the Seller for those goods and for all other goods delivered or services supplied by the Seller to the buyer in respect of which payment is outstanding.
- 5.2 Until the title to the goods pass to the Buyer by the way of payment:
- 5.2:1 The Buyer will hold those goods as the Seller's bailee.
- 5.2:2 The Buyer will protect, store and identify the goods by reasonable means so they can be recognized as the property of the Seller.
- 5.2:3 The Buyer may use the goods or sell them in the ordinary course of its business.
- 5.2:4 If the Buyer is in the breach of any of its obligations to the seller, or the order of the contract for the supply of goods is cancelled or capable of being cancelled under Clause 8 below, and provided the goods are still in existence and have not yet been resold, the Seller may (a) by notice to the Buyer require redelivery to it of the goods; and/or (b) with or without previous notice, retake possession of the goods and sell the goods. For the purpose of this Clause the Buyer Irrevocably authorizes the Seller's representatives to enter the premises on which the goods are situated and remove the goods at the Buyers expense.
- 5.3 Risk in all goods supplied to the Buyer will pass to the Buyer upon delivery.
- 6** Shortages / Damages
- 6.1 If the goods or any of them are damaged on receipt or lost whilst in the custody of a carrier, the Seller will (at its option) either replace such goods or refund to the Buyer at invoice price. The Seller's liability in connection with any such goods will not exceed the cost of replacement.
- 6.2 The Seller will not be under any liability under 6.1 above unless the following conditions are strictly complied with:
- 6.2:1 In the event of non-delivery of a whole consignment of goods the Buyer must inform the Seller in writing within seven days of the date of the invoice.
- 6.2:2 In the case of damage to goods or loss of part of a consignment, the consignment must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Buyer must notify the Seller within forty-eight hours of delivery, such notification to be confirmed in writing within the following 5 days.
- 6.2:3 In the event of the Buyer requiring a signed Proof of Delivery for goods delivered by the Seller, such request must be made in writing within 30days from the end of the month in which the invoice is raised.
- 7** Liabilities and Warranties
- 7.1 Nothing in this clause will be deemed to exclude or restrict the Seller's liability for death or personal injury resulting from the Seller's negligence.
- 7.2 If any of the goods supplied or processed or any services supplied or provided by or on behalf of the Seller prove on inspection to be defective in material or workmanship, the Seller will (at its option) replace the same or refund to the Buyer the price of the goods or services.
- 7.3 The Buyer will determine the suitability of the goods for its intended use and will not rely upon any representations, not made by or on behalf of the Seller.
- 7.4 The Seller will not be liable for any consequential or indirect loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever suffered by the Buyer whether this loss or damage arises from a breach of duty, in contract or in tort or in any other way (including loss or damage arising from the Seller's negligence).
- 7.5 The Seller reserves the right not to accept back goods that have been specially made or personalized in anyway or altered in any way by the Buyer following delivery.
- 7.6 Except as set out in these conditions, all warranties and conditions, whether express or implied, statutory or otherwise are excluded to the fullest extent permissible at law.
- 8** Termination
- If the event of the appointment of a Receiver. Administrative or Administrative Receiver of the Buyer's property or assets or any part of them, or a court order is made or a resolution is passed for the winding-up of the Buyer (except for the purpose of amalgamation or reconstruction) or if the Buyer commits any act of bankruptcy petition is presented against the Buyer (or any analogous proceedings under the law of any country outside the United Kingdom are commenced), the Seller may by notice in writing to the buyer cancel all orders and contracts between the Seller and the Buyer or any part of the remaining unfulfilled.
- 9** Jurisdiction
- 9.1 All contracts between the Seller and the Buyer where the goods are shipped to or services are provided in the Republic of Ireland shall be governed and construed in accordance with the laws of the Republic of Ireland. And the Buyer agrees to submit to the jurisdiction of the courts of Law in the Republic of Ireland in respect of them.
- 9.2 Except as provided above, all contracts, between the Seller and the Buyer shall be governed and construed in accordance with the Laws of England. And the Buyer agrees to submit to jurisdiction of the Courts of Law in respect of them.