

Terms and Conditions of Sale

Definitions

The Company, We, Us and Our - means Uvox Ltd.

Order- means the Purchaser's purchase order, or purchase order amendment.

Contract- means the contract for sale of goods formed when the Purchaser accepts an Order comprised of these terms, the Order, and any other written agreement between the parties.

Goods- means the Goods listed in the Order together with all relevant certificates, instructions, and safety data sheets.

Purchaser- means the person or company who has placed the Order.

General Terms

Orders are accepted on these Terms and Conditions. No subsequent Terms or Conditions stipulated by the Purchaser shall amend or vary the following conditions except so far as expressly agreed by the Company in writing. These Terms shall automatically take priority over the Purchaser's Conditions of Purchase and the Purchaser's act of providing a delivery instruction constitutes an unqualified acceptance of these Terms and Conditions.

Where there is any conflict between these Conditions and a Purchaser's conditions of purchase, the Company's conditions will prevail.

Quotations

The prices quoted by the Company are those ruling at the date of quotation and are held for 30 days only, or as agreed in writing, after which they shall be subject to confirmation.

Orders

These conditions are subject to any special conditions and stipulations set out by the Company in contract documents, namely the quotation and subsequent acceptance of order, which shall have precedence in the event of any dispute.

Any previous communications not specifically mentioned in the said contract documents shall be deemed to be cancelled and shall not be incorporated into the contract.

Variations

These conditions may not be varied except in writing signed on behalf of the Company.

Acceptance by the Company of variations proposed by the Customer may be subject to a revision in the contract value and delivery forecast.

Specifications

All prices quoted are for the supply of materials in accordance with the Company's specifications at the time of order except where otherwise stated in writing.

The description of the Goods contained in quotations, illustrations, drawings, and specifications are believed to be correct as to the weights, dimensions, capacity, performance and otherwise. The Company reserves the right to modify, alter and improve designs at any time without prior notice. Any performance figures given by the Company are based upon its experience and are such as the Company expects to obtain on tests in its works. Such figures are not (unless expressly stated to the contrary) guaranteed.

Uvox has established a Counterfeit Avoidance policy. This ensures the prevention of purchase of suspect, unapproved, counterfeit, suspect counterfeit, or fraudulent products or services from external providers.

Prices

The Company reserves the right to, at any time, withdraw discount from normal prices as listed or quoted and/or to revise prices to take into account increases in costs prior to delivery, including (without limitation) costs of any goods, materials, carriage, labour or overheads, this also includes any increase or imposition of any tax, duty or other levy and any variation in exchange rates.

Shipments will not be insured unless specifically requested on the Purchaser's order.

Payment

Payment for each consignment shall be made not later than 30 days following despatch from our premises as shown on the despatch note, unless other arrangements have been agreed to as part of the contract. If the Purchaser fails to make payment within the agreed contract, then the Company reserves the right to suspend future deliveries until the account is bought up to date.

The Company also reserves the right to charge interest for overdue payments at 8% plus the Bank of England base rate.

Time of payment of any invoice shall be of the essence of the contract. Any overdue payment of invoices will attract interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

Without prejudice to the foregoing, if payment is not received by the due date or the Purchaser commits an act of bankruptcy or makes any composition or agreement with creditors, or being a limited company goes into liquidation or has a receiver appointed, we shall be entitled to suspend deliveries and/or by nothing to the Purchaser, terminate the contract without prejudice to any rights we may have against the Purchaser. These Terms also include cases where the Company reasonably believes that the Purchaser is about to become subject to insolvency or bankruptcy.

It is a condition of the contract that ownership of the products does not pass to the Purchaser until we have received payment in full for the Goods delivered and all products agreed to be sold by us to the Purchaser for which payment is then due. The Company shall be entitled at any time to repossess the Goods and for this purpose shall be given unrestricted access by the Purchaser to any premises of the Purchaser.

In the event that the Goods are incorporated in or utilised in the manufacture of other products of the Purchaser, the product thereof shall become and/or shall be deemed to be for all purposes the Company's property.

In the event of the Purchaser selling the Goods either directly or indirectly as part of larger equipment before payment has been made to us, the proceeds from the Purchaser's sale shall be held in trust for us and not until payment for the full contract has been received by us, shall the Purchaser be entitled to transfer any of the monies to any other account. The Company shall be entitled to any interest of such account.

Custom Tooling

All charges made in respect of tooling relate to part cost only thereof and such tooling and Intellectual Property for tooling, masks and jigs will remain The Company's. The Intellectual Property of the Product will remain that of the Purchaser.

We shall be prepared to manufacture Goods using tooling supplied by the Purchaser but in these circumstances the Company will accept no responsibility for rejected Goods, where the root cause is the tooling.

Sub-Contracting

We reserve the right to sub-contract any of our duties or obligations under the contract and agree we shall be responsible for the actions or omissions of any sub-contractor used by us in connection with any of the products or with satisfying any of our responsibilities under the contract.

Purchaser's Material

Free issue material supplied to us by the Purchaser shall be accepted only if received in good condition; we reserve the right to reject any material not fit for purpose. We shall not be responsible for any rejected Goods, where the cause for rejection is the material.

Delivery

Any dates quoted for supply and delivery of products are approximate only and we shall not be liable for any delay in supply of the product howsoever caused. Time for supply and delivery are not of the essence.

Refusal by the Purchaser to accept delivery at the specified time without valid reason shall entitle us to make any additional charge as may have been incurred by us in effecting re-delivery.

The Purchaser shall advise us, in writing, within 4 days of despatch in the event of damage or loss of goods in transit, or non-receipt of goods.

Unless the Purchaser specifically indicates when ordering that an exact amount is required, we reserve the right to deliver against the contract an excess or deficiency of not exceeding 10% of the quantity ordered. The Purchaser will pay for the actual quantity delivered.

We reserve the right to delay and/or withhold delivery if the Purchaser has any indebtedness owing to us.

For orders which are Kanban based an end-date will be agreed at the time of order, if the Goods are not called-off by the end-date previously agreed the Company will renegotiate with the Purchaser. This may include (but is not limited to) the Purchaser paying the full amount for the Goods and accepting delivery of all remaining Goods, the Company charging storage of the remaining Goods, or a complete renegotiation of the order with the Purchaser.

Force Majeure: we shall not be liable for any inability to comply with our obligations under an order due to any cause whatsoever beyond our reasonable control. Including (but not limited thereto), war, riot, strike, lock-out, acts of God, storm, fire, earthquake, explosion, flood, confiscation, action of any government or government agency. Time for delivery shall be extended by a period corresponding to the period of such inability provided always that either we or the Purchaser may give notice in writing to the other, cancelling deliveries which should have been made during a period of force majeure in the event of such period extending beyond 84 consecutive days.

Risk and Ownership

Risk of loss of or damage to the Goods shall pass on to the Purchaser on delivery. Ownership of all products supplied shall not pass to the Purchaser until payment of the purchase price of the Goods and all amounts owed to the Company have cleared in full.

Quality

The Company warrant the Goods supplied against defective materials and/or faulty workmanship. We do not warrant, guarantee, or hold out that the Goods are of merchantable quality or fit for any purpose whether such purpose be known to us or not.

Inspection and Claims

The contract shall be deemed to have been fully performed and the Goods accepted by the Purchaser unless written notification is received by us within 30 days from the date of the delivery of the Goods. The Company will not accept the return of any Goods which are alleged to be faulty or defective without written authorisation from the Company to the Purchaser confirming the return of the Goods, whereby the Goods will be subject to an inspection and, if no fault or defect is found, they will be delivered back to the Purchaser and the contract will remain in operation.

At our option replacement Goods may be supplied to the Purchaser to satisfy (in whole or in part) any liability and such replacement Goods shall be supplied on these Terms and Conditions. Our liability shall be limited to rework or replacement of the Goods.

Cancellation

Cancellation within 3 days of receipt of Sales Order and prior to commencement of manufacture, will not incur any charges. Contracts cannot be cancelled except with our express written consent. Cancellations accepted by us after the commencement of manufacture shall be fully compensated by the Purchaser by payment of all expenses incurred up to the date of cancellation as well as in respect of any subsequent costs incurred by us by way of sub-contractor's fees, material costs and/or cancellation expenses. Any Goods returned to us will not be accepted for credit.

Liability

Except as mentioned in these Terms and Conditions, all other statements, warranties, and conditions whether expressed or implied statutory or otherwise (other than with respect to our title to the Goods) are hereby excluded.

These Terms and Conditions represent our entire liability under the contract, and we shall not be liable in any event for consequential or indirect loss or damage arising from the order.

The Purchaser hereby agrees to indemnify us against all claims and expenses in respect of goods or products which incorporate the Goods except such liabilities as have been accepted by us in the Terms and Conditions.

Without prejudice the then generality of 9.3 above, the Purchaser hereby agrees to indemnify us against any liabilities, costs and/or expenses incurred by reason of any claim by any subsequent purchaser of the Goods or of any product incorporating the Goods arising from any defect or alleged defect in the Goods or in such product except and to the extent that such liabilities, costs and expenses arise from a breach by us of our obligations under the Terms and Conditions.

The Purchaser hereby agrees to indemnify us against all claims, actions, liabilities and/or expenses in respect of any alleged breach of contract, tort, copyright, registered design, patent, trade mark or other right arising from the Purchaser's request for us to manufacture or supply any Goods to the Purchaser's design, specification, request or instruction.

The Company shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgements or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information, whether or not due to negligence or that of its employees, agents or sub-contractors.

The Company shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, all as may result from, or be connected with; any express or implied terms of the contract between the Company and the Purchaser.

Rights

The Purchaser acknowledges that the Company own the intellectual property rights in the Uvox Ltd website and any written marketing material including part numbers and that their whole or partial reproduction without the Company's written consent is prohibited.

Data Protection

The Company may send to the Purchaser and its employees details of other goods and services offered that may be of interest but will adhere to the Data Protection Act 1998.

If the Purchaser does not wish to be contacted regarding other goods and services they should contact the Company: Uvox Ltd, Faraday Drive, Bridgnorth, Shropshire, WV15 5BA.

Jurisdiction

The contract and all matters arising out of or in connection therewith shall be governed by and interpreted in accordance with English Law. Jurisdiction will be in the courts of England, but the Company may enforce a contract in any court of competent jurisdiction.