

### **Standard Terms & Conditions of Sale**

# 1. Conditions Applicable

- 1.1 These Conditions shall apply to all contracts/agreements for the sales of goods by UK Laser Supplies Ltd. For the customers who are acting in the course of a business.
- 1.2 The Company reserves the right to amend the Terms and Conditions & or the Company's Service Guarantee following consultation with the customer.
- 1.3 All orders for goods until accepted or rejected at its discretion by the Company shall be deemed to be an offer by the Buyer to purchase goods pursuant to these Conditions and all goods are offered subject to availability. The Company reserves the right at any time to impose a minimum order quantity on any orders for goods prior to the order being accepted by the company.
- 1.4 Whilst the Company has attempted to ensure that the information within its catalogues, website and other publications is correct at the time of publication, they do not form part of any contract for the sale of goods. For technical reasons, colour illustrations should be viewed as a guide only.
- 1.5 Any typographical, clerical or other error or omission in any Company literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 2. Orders, Specifications and Returns

- 2.1 The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements, or where the goods are to be supplied to the Company's specification which do not materially affect their quality or performance. Whilst the Company will endeavour to supply the product ordered, the Company reserves the right to supply products of a comparable specification without notice and to vary to a reasonable extent the quantities delivered from those ordered to conform with the Company's or its suppliers standard packaging. If supplies of an item are temporarily interrupted, the Company will replace the item with another one of comparable quality or will expedite delivery of the item as soon as it becomes available.
- 2.2 Any non-returnable goods sold by the Company will only be accepted as a return either at the Company's absolute discretion or where the goods are found to be defective at the date of delivery.
- 2.3 We offer full credit on all orders within 30 days of receipt. The orders must not be opened and the original packaging must be intact and clear of markings. Returns not accompanied by return notes issued by one of our Customer Service Operators will not be accepted. Food and special orders are non-returnable and non-refundable. These orders are final sales and cannot be returned.

### 3. Price and Payment

3.1 The prices printed in the price list are the suggested list prices at the time of publication and appear solely as references. Please consult your Company Account Manager to find the price that will appear on your invoice.

- 3.2 Title in the goods will not pass to the Buyer until the Buyer has paid the purchase price in full in accordance with sales invoices. The Company shall be entitled to recover the goods in respect of which title has not passed to the Buyer at any time. The Buyer hereby authorizes officers, employees and agents of the Company to enter upon any premises of the Buyer for the purpose of recovering any goods in respect of which title has not passed to the Buyer.
- 3.3 The Buyer shall pay the price of the goods within 30 days of the date of the Company's invoice not withstanding that the property in the goods has not passed to the Buyer. The time of payment shall be of the essence of the contract.
- 3.4 If the Buyer fails to make payment on the due date, the Company reserves the right to appoint a debt collection agent for the purpose of payment collection and the Company shall be entitled to charge the Buyer for all costs incurred.
- 3.5 The Company reserves the right to grant, refuse, withdraw, restrict, alter or cancel credit terms at its sole discretion. The Company, without limitation, reserves the right to refuse or cancel orders for goods where the Buyer is or is liable to become in breach of its agreed credit terms.
- 3.6 The Customer is required to make prompt payment. The Company may exercise its statutory right to claim interest (at eight per cent over the bank of England base rate) and compensation for debt recovery costs under the late payment legislation if we are not paid according to our agreed credit terms.

### 4. Delivery

- 4.1 All orders received before 5:00pm on Mondays through Fridays are filled and packaged for delivery, free of delivery charge, the next business day where available. No minimum order values are applicable. Orders received after our service hours will be considered as next day orders.
- 4.2 Any discrepancies shall be notified to the Company within 7 working days of receipt.

## 5. Warranties and Liability

- 5.1 The Company will replace products found to be defective on delivery without charge. Goods incorrectly supplied or invoiced as a result of error on the part of the Company will be collected or credited without charge. Any item in its original, undamaged packaging, except special order products, may be returned within 30 days of delivery.
- 5.2 The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the manufacturers' or the Company's instructions (whether oral or in writing), misuse or alteration or repair without the Company's approval.
- 5.3 Should you find defects on the goods within 7 days of receipt, please contact one of our Customer Service Operators to arrange exchange. Please save all packaging for inspections. After the 7th day of receipt, please contact customer services.

#### 6. General

6.1 The contract shall be governed by the laws of the UK and the parties submit to the exclusive jurisdiction for the UK courts in relation to any dispute hereunder.