

**Ultrasource Limited**  
**Terms and conditions of sale**

**GENERAL**

1, in these Conditions of Sale:

"The Company" means Ultrasource Ltd "The Buyer" means the person, firm or Company ordering or buying goods from the Company.

"The Goods" mean the Goods the subject matter of the relevant order for sale.

2. No contract in respect of the Goods between the Company and the buyer shall exist until the Buyer's order has been accepted by the Company. In the event that the Buyer's order seeks to make the sale subject to terms different from these conditions, acceptance of the Buyer's order by the Company (whether or not such acceptance is accepted by formal order acknowledgement) shall be deemed to be a fresh offer by the Company on the basis of these conditions. In which event (unless these conditions are accepted by the Buyer prior to delivery) acceptance of delivery of the Goods by the Buyer shall constitute acceptance of the Company's offer and the contract of Sale shall be formed at that moment. No conditions or terms stipulated in any other communications or document shall vary or annul any of these conditions except insofar as the same are expressly consented to in writing by the Company.

**PRICE**

3. Quoted prices include the cost of normal packaging but exclude delivery, transit insurance (which is carried at extra cost) VAT or installation charges (where applicable). Any work carried out additional to that specified in the relevant quotations or order, whether experimentally or otherwise, shall be charged.

4. The prices for the Goods shall be those ruling at the date of despatch and the Company reserves the right to amend its quoted prices at any time prior to the date of despatch.

**DESPATCH AND PAYMENT**

5. (a) unless otherwise stated the price quoted is packed ex our warehouse. An extra charge may be levied to cover delivery and insurance costs. A charge may be made to cover any extra costs involved in delivery to a different address.

(b) Should expedited delivery be agreed an extra fee may be charged to cover any overtime or any other additional costs involved.

(c) Should work be suspended at the request of or delayed through any default of the Buyer for a period of 30 (Thirty) days the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

**CREDIT POLICY AND PAYMENT INFORMATION**

6. If you do not have a credit account open with us, please ask for a credit application form. Accounts usually take 2 working days to set up, but this period can be reduced if specifically requested. Our credit controllers will be pleased to assist with any problems related to credit.

We are pleased to offer credit terms to qualified parties. Our credit terms are 30 (Thirty) days NET from date of invoice. Statements are sent out at monthly intervals to enable you to check your current invoices paid and due. Accounts with overdue balances will be placed on credit hold. This means that no further Goods will be shipped and all support and repair/Warranty services withdrawn until the account is brought into order. Repeated failure to keep to our credit terms will result in the permanent loss of credit facilities.

**RETENTION OF TITLE**

7. The Company and the Buyer expressly agree that until the Company has been paid in full for the Goods comprised in this or any other sales contract between them and all outstanding amounts due to the Company from the Buyer or any associated or subsidiary or holding company of the Buyer or from any Director or shareholder of the Buyer or any other such company.

- The Goods shall remain the property of the Company and the buyers, as bailees of them for the Company will store the same for the Company in a proper manor without charge and in such a way that the Goods are clearly identified as being the property of the Company, notwithstanding that the risk therein shall pass to the buyer as provided herein.

- At any time the Company may recover from the buyer the Goods remaining in the buyers possession and for the purposes thereof may enter upon any premises of or occupied by the buyer or any third party (with the consent of the third party).
- The Buyer has the right to dispose of the Goods in the course of its business for the account of the Company and pass good title to the Goods to their customers being bona fide purchasers for value without notice of the Company's rights.
- In the event of such disposition the Buyer or its Director(s) (if a Limited Company) has the fiduciary duty to account to the Company for proceeds thereof but may retain therefrom an excess of such proceeds over the amount outstanding to the Company under this or any other sales contract between them and for all outstanding amounts due to the Company from the Buyer or any associated or subsidiary or holding Company of the Buyer or from any Director or shareholder of the Buyer or any other such Company.

8. Notwithstanding the processing condition, all risk in respect of the Goods shall be assumed by the Buyer upon the delivery of the same to him.

#### **BUYERS PROPERTY**

9. (a) the Buyer's property supplied to the company by or on behalf of the Buyer shall, while it is in the possession of the Company or in transit to or from the Buyer, be deemed to be at the Buyers risk and the buyer shall insure accordingly.

(b) The Company shall be entitled to make a reasonable charge for the storage of any of the Buyer's property with the Company before the receipt of the order or after notification to the buyer of the completion of the work.

#### **LOSS OR DAMAGE IN TRANSIT OR NON-DELIVERY**

10. The buyer shall examine the Goods immediately when they are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery of the Goods, 28 days after the due date for delivery.

#### **LATE DELIVERY**

11. While the Company will use its best endeavours to deliver the Goods in accordance with the Buyer's requirements, the Company will not be liable for any consequences of late delivery how so ever caused.

#### **DEFECTIVE PRODUCTS**

- The Company's liability (both in contract and in tort) in respect of defects in the Goods shall be limited to the replacement of the faulty items or material, or the issue of credit notes in respect thereof, or the granting of refunds or other such compensatory measures as the Company at its discretion considers appropriate in the circumstances. Such measures shall relate only to the faulty items or their value, and the Company shall not in any circumstances be under any liability to the buyer in respect of indirect or consequential loss or damage, loss of profits sustained by the buyer PROVIDED, always that these conditions do not exclude or restrict the Company's liability for death or personal injury rising from its negligence.
- A returns authorisation number must first be obtained from our customer advocacy department either by telephone or letter. Returned goods must be clearly marked with a valid returns number as supplied by the Company.
- GOODS RETURNED MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALEABLE CONDITION, GOODS RETURNED OTHERWISE WILL AT OUR DISCRETION, EITHER BE REFUSED OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIONAL COSTS INVOLVED. We will not be responsible for goods returned to us that are lost in transit. This document does not in itself constitute an offer for sale. We reserve the right to vary the specification of any item, withdraw or amend any item without prior notice. Prices quoted are current trade prices. Prices of imported goods are subject to variances in exchange rate, and in consequence prices will be these holding at time of delivery. Please telephone us should you wish to confirm current price.

#### **EXPORT CONTROL**

13. The buyer shall not resell outside the UK any of the products covered by the Export of Goods (control). Act 1987 (or any amendment thereof) or the Export Administration Act 1979 (as amended) of the USA (or any other re-enactment thereof) without obtaining all necessary licenses hereunder and will not resell such goods within the UK to a purchaser knowing (or being given reasonable grounds to suspect by

the purchaser) that the purchaser intends to export such goods without first obtaining either such licenses or a copy of such licenses obtained by the purchaser.

**RECRUITMENT OF EMPLOYEES**

14. The parties hereto accept that the Company will suffer loss if a member of their staff accepts an offer of employment with the other party during the continuance of this contract and six months thereafter. If such a member of the Company's staff accepts such an offer of employment with the other party, the other party agrees to pay the Company the equivalent of six months salary for that member of staff. The provisions of this clause shall apply to subsidiaries, associates and parent Companies of the Company and the other party.

**FORCE MAJEURE**

15. The Company reserves any right to cancel, vary or suspend the operation of contract of sale if events occur which are in the nature of Force Majeure including (without prejudice to the generality of the foregoing) fire, floods, storms, plant breakdown, strikes, lockouts, riots, hostilities, non-availability of materials or supplies or any other event outside the control of the Company and the Company shall not be held liable for any breach of contract resulting from such an event.

**CANCELLATION**

16. The Company may withhold or cancel further or any deliveries under the contract of sale and may recover all losses resulting therefrom if the Buyer:

- Fails to make payment on the due date under any contract with the Company, or
- Enters into a composition with its creditors, or (being a company) has a receiver appointed or passes a resolution for winding up or if a court shall order it to be wound up, or commits on an available act of bankruptcy, or
- Is in breach of any items and conditions contained herein (not withstanding that on a former occasion or occasions it has waived its rights).

The exercise of rights under condition 15 and under this condition 16 shall be without prejudice to the Company's other rights or remedies.

**LAW**

17. The parties agree to submit to the exclusive jurisdiction of the English courts.

**REGULATIONS**

18. This Contract complies with the Regulations as set out for individual consumer statutory rights.