

Unicomp Limited
Terms and Conditions

Information about us

We are Unicomp Limited, a company registered in England and Wales under company number 01655150 and with our registered office and trading address is at Unit 14 Bourne Enterprise Centre Wrotham Road Borough Green Kent TN15 8DG United Kingdom. Our VAT number is 367487796.

About these Conditions

These Conditions apply to any contract between us for the sale of Goods and/or Services by Unicomp. Please read them carefully and make sure that you understand them, before ordering any Goods or Services from Unicomp. If you do not accept these Conditions, you will not be able to order any Goods or Services from Unicomp. Unicomp may amend these Conditions from time to time.

Problems with Goods or Services

If any problems or complaints arise on connection with Goods or Services purchased, our Customer Services team can be contacted by email sales@unicomp.co.uk or by telephone on +44 (0)1732 781400. If you deal with Unicomp as consumer, you should refer to condition 12 concerning your rights to cancel.

These Conditions were most recently updated on 22 February 2023.

1. Interpretation

In these Conditions the following words shall have the following meanings:

“**Buyer**” means the person, firm or company who purchases Goods and/or Services from Unicomp.

“**Conditions**” these terms and conditions as amended from time to time.

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

“**Demand**” means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty and proceeding.

“**Unicomp**” means Unicomp Limited (Company No. 01655150) whose registered office is at Unit 13 Bourne Industrial Estate Borough Green Kent TN15 8DG.

“**Contract**” the contract between the Buyer and Unicomp for the supply of the Goods and/or the Services.

“**Equipment**” means any printer or other equipment upon which, or in relation to which, the Services will be carried out.

“**Goods**” means any goods agreed in the Contract to be supplied to the Buyer by

Unicomp.

“**Services**” means any services agreed in the Contract to be provided to the Buyer by Unicomp, together with any other services that Unicomp provides, or agrees to provide.

2. Application of terms and conditions

- 2.1 Subject to any variation under condition 2.2, the Contract shall be on these Conditions to the exclusion of all other terms and conditions. No terms or conditions endorsed on, delivered with or contained in the Buyer’s purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.2 These Conditions apply to all of Unicomp’s sales and any variation to these conditions and any representations about the Goods and/or the Services shall have no effect unless agreed in writing by a director of Unicomp.
- 2.3 Each order or acceptance of a quotation for Goods and/or Services by the Buyer from Unicomp shall be deemed to be an offer by the Buyer to buy Goods and/or Services subject to these Conditions.
- 2.4 No order placed by the Buyer shall be deemed to be accepted by Unicomp until the earlier of:
 - 2.4.1 a written acknowledgement of order is issued by Unicomp; or
 - 2.4.2 by Unicomp supplying the Goods and/or the Services or;
 - 2.4.3 Unicomp entering into any commitments with its suppliers in connection with the performance of the Contract.
- 2.5 Any quotation is given on the basis that no Contract shall come into existence except in accordance with condition 2.4 and may be withdrawn or varied by Unicomp at any time.
- 2.6 The Buyer shall ensure that the terms of the Buyer’s order and any applicable specification and part numbers (where applicable) are complete and accurate.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.8 The Buyer shall not cancel or vary the Contract without the prior written consent of Unicomp, except as set out in condition 12. Unicomp may as a condition of granting its consent impose charges and fees which shall be paid by the Buyer. The Buyer shall be liable for any costs, charges or losses sustained or incurred by Unicomp in relation to or in connection with the Buyer’s cancellation of the Contract.

3. Description

- 3.1 The description of the Goods and/or the Services shall be as set out in Unicomp’s quotation or acknowledgement of order.
- 3.2 In carrying out the Services, Unicomp shall use reasonable endeavours to achieve any specified yield rate, however, such yield rates are estimates only and shall not be of the essence of the Contract.
- 3.3 Unicomp may change or substitute the Goods to goods of a similar standard or better, in order to comply with any safety or statutory requirements, or as a result of an inability to obtain the Goods, provided that such changes do not materially affect the nature of the supply.

3.4 All advertising issued by Unicom and any descriptions, illustrations, specifications, drawings and other particulars contained in its catalogues, marketing materials or on its website are published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract. Subject to other terms in these conditions, Unicom shall not be liable for any inaccuracies in any of its marketing materials.

3.5 In carrying out the Services and unless agreed otherwise in writing by a director of Unicom, Unicom shall have the right to substitute the Equipment or Goods of a similar standard or better.

4. Quality

4.1 Where Unicom is not the manufacturer of the Goods, it shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee in respect of the Goods provided by the manufacturer of those Goods.

4.2 Unicom warrants that (subject to the other provisions of these conditions) on delivery the Goods shall:

4.2.1 conform in all material respects with their description and any applicable specification;

4.2.2 be reasonably fit for the purpose for which the Goods are held out by Unicom.

4.3 Unicom warrants that it will perform the Services with reasonable care and skill and in accordance with generally recognised industry standards and practices.

4.4 Unicom shall have the right to return any Equipment to the Buyer if:

4.4.1 Unicom considers (at its sole discretion) that such Equipment or part of that Equipment is beyond economic repair;

4.4.2 Any manufacturer warranty in respect of the Equipment is not valid (in whole or in part) or has otherwise expired.

4.5 Unicom shall not be liable for breach of any of the warranties in (if applicable) conditions 4.2 and/or 4.3 unless the Buyer has given notice in writing of any defect to Unicom within 7 days of the time when the Buyer discovers the defect, or ought to have discovered the defect, and Unicom has been given a reasonable opportunity after receiving such notice to examine the Goods or the Equipment.

4.6 Unicom shall not be liable for a breach of any of the warranties in (if applicable) conditions 4.2 and/or 4.3 if:

4.6.1 the Buyer makes any further use of the Goods or the Equipment after giving such notice to Unicom of any defect;

4.6.2 the defect arises because of the Buyer's failure to follow instructions as to the storage, installation, use or maintenance of the Goods or Equipment;

4.6.3 the Buyer alters or repairs the Goods or Equipment (or permits any third party to do so) without the written consent of Unicom; or

4.6.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

5. Delivery

5.1 Where Unicom provides or arranges for delivery of the Goods and/or Equipment,

delivery shall take place at the agreed location for delivery specified in the order. Where the Buyer collects or arranges for delivery of the Goods and/or the Equipment, delivery shall take place at Unicom's place of business.

- 5.2 Any dates specified by Unicom for delivery of the Goods or the Equipment, completion of the Services, or lead times are estimates only, and time shall not be of the essence in this regard.
- 5.3 Unicom shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods or the Equipment or completion of the Services.
- 5.4 Unicom may deliver or despatch Goods or Equipment by instalments, which may be invoiced by Unicom separately.
- 5.5 Where applicable, if for any reason the Buyer fails to accept delivery of any Goods or Equipment when they are ready for delivery, or Unicom is unable to deliver on time because the Buyer has not provided appropriate instructions or authorisations, risk in the Goods shall pass to the Buyer and the Goods shall be deemed to have been delivered. Unicom may store the Goods and/or the Equipment until physical delivery is made, whereupon the Buyer shall be liable for all related costs and expenses in respect of such storage together with all associated costs of effecting delivery.
- 5.6 The Buyer shall provide Unicom with reasonable advance notice in the event that the Buyer returns or delivers Goods and/or Equipment to Unicom. Any such Equipment and/or Goods shall remain at the Buyer's risk until it is accepted and signed for by an authorised representative of Unicom. The Buyer shall be responsible for all costs of any such deliveries.

6. Non-delivery

- 6.1 Despatch of the Goods and/or the Equipment from Unicom's premises that is recorded by Unicom shall be conclusive evidence of receipt of the Goods and/or the Equipment by the Buyer, unless the Buyer can provide conclusive evidence to the contrary.
- 6.2 Unicom shall not be liable for any non-delivery of the Goods and/or the Equipment unless the Buyer gives written notice to Unicom of the non-delivery within 14 days of the date when the Goods and/or the Equipment would in ordinary course of events would have been received.
- 6.3 Any liability of Unicom for non-delivery of the Goods shall (at Unicom's sole discretion) be limited to replacing the Goods within a reasonable time, or issuing a credit note to the Buyer or in the case where the Buyer deals with Unicom as a consumer, a refund for the Goods.

7. Risk and ownership

- 7.1 Risk in the Goods and/or the Equipment shall pass to the Buyer from the time of delivery.
- 7.2 Ownership of the Goods shall not pass to the Buyer until the earlier of: Unicom has received payment (in cleared funds) of all sums due or owing to Unicom from the Buyer for the Goods; or the Buyer resells or incorporates the Goods into other goods or products, whereupon ownership of the relevant Goods shall pass from Unicom to the Buyer immediately before such sale or incorporation.
- 7.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- 7.3.1 hold the Goods on Unicom's behalf and store them in such a way so that they remain readily identifiable as belonging to Unicom;
- 7.3.2 not destroy, deface or obscure any identifying mark or logo on or relating to the Goods; and
- 7.3.3 maintain the Goods in a satisfactory condition on Unicom's behalf.
- 7.4 Unicom shall be entitled to recover payment from the Buyer in respect of the Goods even though ownership of the Goods will not have passed to the Buyer.
- 7.5 The Buyer's right to possession of the Goods shall terminate immediately if the Buyer becomes insolvent, commits an act of bankruptcy, or a winding up order is made against it, or the Buyer makes any arrangements with its creditors, or any execution or distress is levied upon any of the Buyer's property, or any judgment against the Buyer shall remain unsatisfied for 14 days.
- 7.6 The Buyer grants Unicom its agents and employees an irrevocable licence at any time to enter any premises where the Goods are stored or installed in order for Unicom to inspect or recover them.

8. The Buyer's obligations

- 8.1 The Buyer:
 - 8.1.1 shall co-operate with Unicom in all matters relating to the supply of the Goods and/or the Services;
 - 8.1.2 shall obtain and maintain all necessary licences and consents in relation to the supply and use of the Goods and/or the Services;
 - 8.1.3 shall ensure that Unicom shall not, in carrying out and supplying any Services, breach any agreement or arrangement in relation to the Equipment;
 - 8.1.4 warrants to Unicom that it has the authority and right to instruct Unicom to carry out the Services;
 - 8.1.5 acknowledges and agrees that all software and firmware, whether or not contained in the Goods or otherwise, shall remain the absolute property of Unicom or its suppliers and the Buyer shall not copy it or pass it on to any third party; and
 - 8.1.6 shall permit Unicom to take such steps as it deems necessary to remedy any defect or problem in the Equipment.
- 8.2 If Unicom's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer, the Buyer's agents or employees, Unicom shall not be liable for any costs, charges or losses sustained or incurred by the Buyer arising directly or indirectly from such prevention or delay.
- 8.3 The Buyer shall indemnify and hold Unicom harmless (on demand) from and against all and any Demands sustained or incurred by Unicom arising directly or indirectly from the Buyer's fraud, negligence, failure to perform, breach or delay in the performance of any of the Buyer's obligations under the Contract.

9. Charges and payment

- 9.1 The price for the Goods and/or Services shall be as set out in Unicom's acknowledgement of order. If no price is quoted, the price shall be as set out in the

Unicomp's price list as at the date of acknowledgement of order.

- 9.2 If the Buyer has a credit account with Unicomp, the Buyer shall pay the price for the Goods and/or the Services within 30 days of the end of the month following the date of Unicomp's invoice, unless agreed otherwise in writing by a director of Unicomp. In all other cases, the Buyer shall pay the price for the Goods and/or the Services on the earlier of the placing of the order, or immediately on presentation of Unicomp's invoice.
- 9.3 In the event that any Equipment is not covered under the terms of any applicable warranty, the Buyer agrees to pay the price in respect of any Services that are carried out by Unicomp in relation to the Equipment.
- 9.4 Unless otherwise stated all prices are exclusive of VAT, carriage, packaging and insurance, all of which shall be charged by Unicomp to the Buyer at the applicable rate.
- 9.5 Time for payment by the Buyer shall be of the essence. No payment shall be deemed to have been received by Unicomp until Unicomp has received cleared funds.
- 9.6 Unicomp may (at its sole discretion) and at any time vary or revoke any credit terms extended to the Buyer from time to time.
- 9.7 Unicomp shall be entitled to vary its prices from time to time and the price invoiced in respect of the Goods and/or the Services shall be those prevailing at the date of order. Unicomp may also vary its prices (which may include increases) from time to time due to currency fluctuations or variations in prices imposed on Unicomp by its suppliers. Unicomp shall endeavour to give reasonable notice to the Buyer of any such price variations.
- 9.8 Without prejudice to any other right or remedy that Unicomp may have, if the Buyer fails to pay any sum due pursuant to the Contract on its due date, Unicomp may:
- 9.8.1 charge interest on such sum from the due date for payment at the monthly rate of 4% above the Bank of England base rate from time to time accruing on a daily basis until payment is made;
 - 9.8.2 suspend the supply of the Goods and/or the Services until payment in full has been received by Unicomp;
 - 9.8.3 retain possession of any Equipment until payment in full is received by Unicomp;
 - 9.8.4 terminate the Contract with immediate effect.
- 9.9 Unicomp may, without prejudice to any other rights it may have, set off any liability of the Buyer to Unicomp against any liability of Unicomp to the Buyer. The Buyer shall make all payments due to Unicomp under the Contract in full without set-off, counterclaim, discount or deduction.
- 9.10 All sums payable to Unicomp under the Contract shall become due immediately on its termination, despite any other provision.
- 10. Limitation of liability - THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**
- 10.1 This condition 10 sets out the entire financial liability of Unicomp (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Buyer in respect of:
- 10.1.1 any breach of the Contract;

- 10.1.2 any use made by the Buyer of the Goods or any part of them;
- 10.1.3 any use made by the Buyer of the Services;
- 10.1.4 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in the Contract limits or excludes the liability of Unicomp:
 - 10.3.1 for death or personal injury resulting from negligence; or
 - 10.3.2 for any matter which it would be illegal for Unicomp to exclude or attempt to exclude its liability, including under the Consumer Rights Act 2015 where the Buyer deals with Unicomp as a consumer; or
 - 10.3.3 for any damage or liability incurred by the Buyer as a result of fraud or fraudulent misrepresentation by Unicomp; or
 - 10.3.4 defective products under the Consumer Protection Act 1987.
- 10.4 Unicomp shall not be liable for loss of profits, loss of business, depletion of goodwill and or similar losses, loss of contract, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.5 Unicomp's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract and supply of the Goods and/or the Services shall be limited to the price paid by the Buyer under the Contract.
- 10.6 Unicomp has given commitments as to compliance of the Goods and Services in accordance with condition 4. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11. Data Protection

- 11.1 Unicomp and the Buyer will comply with all applicable requirements of the Data Protection Legislation. This condition 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.2 Unicomp shall process personal data in accordance with Unicomp's privacy policy that is available on its website.

12. Rights to cancel for consumers only

- 12.1 This condition 12 only applies to Buyers who deal with Unicomp as a consumer.
- 12.2 If the Buyer has purchased Good and/or Services online, by mail order or over the telephone the Buyer shall have a legal right to cancel a Contract during the period set out below in clause 12.3. This means that during the relevant period the Buyer may cancel the Contract and receive a refund. This cancellation right does not apply in the case of:
 - 12.2.1 sealed audio or sealed video recordings or sealed computer software, once these Goods are unsealed after the Buyer receives them; and
 - 12.2.2 any Goods which become mixed inseparably with other items after their delivery.

- 12.3 The Buyer shall have 14 days after the date Unicom confirms the Buyer's order to cancel the Contract, but the Buyer shall lose the right to cancel any Service when it has been completed (and the Buyer must pay for any Services provided up to the time the Buyer cancels).
- 12.4 To cancel a Contract, the Buyer may complete the cancellation form available on Unicom's website. The Buyer can also e-mail sales@unicomp.co.uk or contact Unicom's Customer Services team by telephone on +44(0)1732 781400 or by post to its trading address as set out in these Conditions.

13. Miscellaneous

- 13.1 The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency, and personal data may be processed by and on behalf of Unicom in connection with the Contract.
- 13.2 Unicom shall have no liability to the Buyer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including the default of suppliers or subcontractors. If the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to Unicom to terminate the Contract.
- 13.3 The Contract may only be amended or varied in writing signed by a duly authorised representative of Unicom.
- 13.4 Unicom may at any time assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 13.5 The Buyer acknowledges that, in entering into the Contract the Buyer has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract). Nothing in these conditions shall limit or exclude any liability for fraud.
- 13.6 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.
- 13.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 13.8 The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.