

Unicomp Limited
Terms and Conditions of Sale

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.

"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. Nothing in these conditions shall exclude or limit Unicomp's liability for fraudulent misrepresentation.

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. Any quotation is valid for a period of 30 days from its date, provided that Unicomp has not previously withdrawn it.

2.6 The Buyer shall ensure that the terms of the Buyer's order and any applicable specification are complete and accurate.

2.7 The Buyer shall not cancel or vary the Contract without the prior written consent of Unicomp. 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 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 Unicomp 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, Unicomp 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 Unicomp, Unicomp shall have the right to substitute the Equipment or Goods of a similar standard or better.

4. Quality

4.1 Where Unicomp 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 Unicomp warrants that (subject to the other provisions of these conditions) on delivery the Goods shall:

4.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

4.2.2 be reasonably fit for the purpose for which the Goods are commonly supplied.

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

4.4 Unless agreed otherwise in writing by a director of Unicomp, Unicomp shall have the right to return any Equipment to the Buyer if Unicomp considers (at its sole discretion) that such equipment or part of that Equipment is beyond economic repair.

4.5 Unicomp 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 Unicomp within 7 days of the time when the Buyer discovers the defect, or ought to have discovered the defect, and Unicomp has been given a reasonable opportunity after receiving such notice to examine the Goods or the Equipment.

4.6 Unicomp shall not be liable for a breach of any of the warranties in (if applicable) conditions 4.2 and/or 4.3 if the Buyer makes any further use of the Goods or the Equipment after giving such notice to Unicomp of any defect, or 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 or, the Buyer alters or repairs the Goods or Equipment (or permits any third party to do so) without the written consent of Unicomp.

5. Delivery

5.1 Where Unicomp 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 Unicomp's place of business.

5.2 Any dates specified by Unicomp 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 Unicomp 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 Unicomp may deliver or despatch Goods or Equipment by instalments, which may be invoiced by Unicomp 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 Unicomp 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. Unicomp 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 Unicomp with reasonable advance notice in the event that the Buyer returns or delivers Goods and/or Equipment to Unicomp. 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 Unicomp. 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 Unicomp's premises that is recorded by Unicomp 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 Unicomp shall not be liable for any non-delivery of the Goods and/or the Equipment unless the Buyer gives written notice to Unicomp 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 Unicomp for non-delivery of the Goods shall (at Unicomp's sole discretion) be limited to replacing the Goods within a reasonable time, or issuing a credit note to the Buyer.

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 Unicomp has received payment (in cleared funds) of all sums due or owing to Unicomp from the Buyer at any time on any account.

7.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

7.3.1 hold the Goods on Unicomp's behalf and store them in such a way so that they remain readily identifiable as belonging to Unicomp;

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 and keep them insured on Unicomp's behalf for their full price against all risks to the reasonable satisfaction of Unicomp.

7.4 Unicomp 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 Unicomp its agents and employees an irrevocable licence at any time to enter any premises where the Goods are stored or installed in order for Unicomp to inspect or recover them.

8. The Buyer's obligations

8.1 The Buyer:

8.1.1 shall co-operate with Unicomp 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 Unicomp shall not, in carrying out and supplying any Services, breach any agreement or arrangement in relation to the Equipment;

8.1.4 warrants to Unicomp that it has the authority and right to instruct Unicomp 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 Unicomp or its suppliers and the Buyer shall not copy it or pass it on to any third party; and

8.1.6 shall permit Unicomp to take such steps as it deems necessary to remedy any defect or problem in the Equipment.

8.2 If Unicomp'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, Unicomp 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 Unicomp harmless (on demand) from and against all and any Demands sustained or incurred by Unicomp 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 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.

9.2 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.

9.3 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.

9.4 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.

9.5 Unicomp may (at its sole discretion) and at any time vary or revoke any credit terms extended to the Buyer from time to time.

9.6 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.

9.7 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:

9.7.1 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;

9.7.2 suspend the supply of the Goods and/or the Services until payment in full has been received by Unicomp;

9.7.3 retain possession of any Equipment until payment in full is received by Unicomp;

9.7.4 terminate the Contract with immediate effect.

9.8 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.

9.9 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 these Conditions 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; or

10.3.3 for any damage or liability incurred by the Buyer as a result of fraud or fraudulent misrepresentation by Unicomp.

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.

11. Miscellaneous

11.1 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 Unicomp in connection with the Contract.

11.2 Unicomp shall have no liability to the Buyer under the Contract if it is prevented, 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 Unicomp to terminate the Contract.

11.3 The Contract may only be amended or varied in writing signed by a duly authorised representative of Unicomp.

11.4 Unicomp 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.

11.5 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.

11.6 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.

11.7 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.

11.8 The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.