



Terms and Conditions

1. Application:

All business accepted by Elite Ufh Ltd (the Seller) is subject to these Terms and Conditions (Terms), which shall be incorporated in and shall

constitute the whole of the agreement between the Seller and you, the Buyer to the exclusions of all other agreements (whether oral or written) or

documents passing between the parties prior to such date (Contract) Any acceptance by us of any order shall be deemed to be done only on such Terms.

2. Order:

By placing an order against this quotation this confirms that you, the buyer, accept and agree in full to these Terms.

3. Credit Accounts:

3.1 Ledger accounts will only be opened on receipt of a satisfactory Bank reference and two trade references. All accounts are due for payment within 30

days of the end of the preceding month or as otherwise agreed between the Seller and the Buyer in writing. Accounts are strictly net save where

paragraph 5 of the Terms applies.

3.2 The seller reserves the right to withdraw or vary credit facilities at any time without either giving any reason for so doing, or thereby incurring any

liability to the Buyer.

3.3 If the Buyer takes contract goods from the Seller in excess of the Buyer's credit limit, the Seller may require payment on demand for such excess

contract goods.

4. Prices and Quotations:

4.1 All Prices quoted are estimates only. The Seller may on giving reasonable prior notice to the Buyer to vary the prices of all or any of the contract goods

set out in the quotation to reflect any increase in cost or expense to the Seller in relation to the contract goods occurring between the quotation date and

the date of dispatch of the contract goods for delivery.

All prices quoted are exclusive of V.A.T unless otherwise stated. Clerical and typing errors are subject to correction. A quotation shall remain valid for

thirty days only.

4.2 Only written quotations or estimates for the supply of contract goods at special prices differing from normal prices ruling at the date of dispatch shall be valid.

4.4 The Seller may withdraw or amend any quotation at any time prior to the Seller's acceptance of the Buyer's order.

4.5 Orders for contract goods which are to be specially made or obtained may not be cancelled once the Seller has accepted such orders nor will any allowance be made in respect of such contract goods where they are subsequently returned.

4.6 Where the Seller does not provide goods or services, it may refer the Buyer to a separate trader, subcontractor or third party (Affiliate Seller) for such goods or services. For the avoidance of doubt, the Seller's quotation is unique and separate from any other Affiliate Seller's quotation.

4.7 Each order for the contract goods shall constitute an offer to the Seller to purchase those contract goods set out in the quotation at the prices therein

subject to clause 4.1. Each order shall only be deemed to be accepted by the Seller once the Buyer receives the Seller's written acceptance of the order,

at which time and on which date the Contract shall come into existence.

5. Overdue Accounts:

The Seller shall have the absolute right to refuse further deliveries where the Buyer is in breach of any obligation imposed upon it under these Terms,

including (but not exclusively) failure to pay its account by the due date. Further the Seller shall have the right to charge interest at the rate of 2% per

month on overdue accounts. Where any account is overdue or if the Seller would be entitled to suspend further performance of the Contract by virtue of

paragraph 5 of these Terms then all sums invoiced by the Seller to the Buyer shall become immediately due for payment.

6. Suspension and Termination:

Without prejudice to the Seller's right to accept the Buyer's repudiation of this Contract the Seller shall be entitled (without prejudice to any other rights

it may have) to suspend further performance of any contract to which these Terms shall apply if the Buyer is overdue with any payment or has a Receiver,

Administrative Receiver, Administrator or Liquidator appointed or if the Buyer wrongfully fails to take delivery of any contract goods ordered by it or if

the Buyer exceeds its credit limit or if the Buyer is in breach of any of its obligations under these Terms, or if the Buyer ceases to trade or threatens to do

so.

7. Delivery:

7.1 In this paragraph 7:

Business Day means a day other than a Saturday, Sunday or a public holiday when banks in London are open for business; and

Inspection means reasonable inspection of the contract goods to ensure they do not contain any defects which would render the Seller in breach of the

warranties given in paragraph 9.2, they are in good working order and they are complete and fit in every way for the purpose for which they are intended

to be used by the Buyer and Inspect shall be interpreted accordingly.

7.2 Any delivery date quoted by the Seller shall be an estimate only and unless otherwise agreed in writing and duly signed on behalf of the Seller time

shall not be of the essence for delivery of the contract goods and the Buyer shall not be entitled to damages for loss howsoever arising as a result of the

Seller's failure to deliver by any specified date or to any specified location.

7.3 The Seller reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment. When delivery is agreed

to be by instalments, or the seller exercised its right to delivery by instalments or there be a delay in the delivery of one or more instalments for whatever

7.4 Where delivery to site is undertaken by the Seller it is on the understanding that there is a suitable road to the point or the site that the delivery

is requested, if no such road exists delivery will be made to the nearest point to which in the opinion of the Seller's driver, motor lorries can safely

proceed. Delivery shall be completed on unloading of the contract goods at the delivery site or such nearest point (as the case may be).

7.5 A representative of the Buyer shall be present at the delivery site or such nearest point and shall Inspect the contract goods on the date delivery

is completed. The Buyer shall accept delivery by notifying the Seller to that effect within 5 Business Days of Inspection. If the Buyer fails to provide

such notice within such 5 Business Day period it shall be deemed to have accepted delivery of the contract goods.

8. Breakages and Shortages:

The Buyer is required to inspect contract goods for shortages or apparent defects and damage at the time of delivery. Claims in respect thereof will

not be accepted where the Buyer (or anyone apparently having its authority to do so) has signed a delivery note accepting the quantity and

condition of the contract goods. Claims for non-delivery, shortage, defects or damage in other respects must be made in writing to the Seller within

seven days of receipt or when receipt was due by the Buyer (in which respect time shall be of the essence). Goods which have been delivered will

not be accepted for return without the Seller's prior written consent.

9. Defective Goods:

9.1 In this paragraph 9, Warranted Products means contract goods which the Seller has confirmed to the Buyer in writing are covered by the

warranty in paragraph 9.3.

9.2 The Seller shall use reasonable endeavours to pass on to the Buyer the benefit of any manufacturer's warranty that it has obtained with

purchase of the contract goods provided that it shall not be responsible for handling or brokering any claim under any such warranty.

9.3 Without prejudice to paragraph 9.2, the Seller warrants to the Buyer (the Warranty) that for a period of 24 months from the date of delivery

(Warranty Period) the Warranted Products will:

9.3.1 conform in all material respects with their description given by the Seller; and

9.3.2 be free from material defects in material and manufacturing.

9.4 If:

9.4.1 the Buyer gives notice to the Seller during the Warranty Period that any Warranted Products do not comply with Warranty;

9.4.2 the Seller is given a reasonable opportunity to examine and test the Warranted Products for defects; and

9.4.3. the Buyer (if asked by the Seller) returns the Warranted Products within two (2) months to the Seller's place of business at the Seller's cost

and expense,

then the Seller will, at its option, either i) arrange for such contract goods to be repaired, or ii) replace the contract goods (for the avoidance of

doubt excluding all costs, charges and expenses of, and in relation to, deinstallation of the defective contract goods and installation of the

replacement contract goods), or iii) refund the Buyer the price for such contract goods in full.

9.5 If the Seller chooses to repair or replace contract goods to which the Warranty applies in accordance with paragraph 9.4 and such repair or

replacement is shown by the Buyer to have been carried out negligently and has caused the Buyer to suffer loss or damage, then without prejudice

to anything else contained in these Terms the Buyer's sole and exclusive remedy in respect of such negligence and the breach of Warranty is for the

Seller to refund the Buyer the price of such contract goods in full.

9.6 Without prejudice to clauses 9.4 and 9.5, if the Seller reasonably concludes from its examination of Warranted Products under clause 9.4.2 is

that it is not in breach of Warranty in respect of such Warranted Products, it shall inform the Buyer to that effect. The Buyer shall then within a

period of 10 Business Days from being so informed notify the Seller whether it wishes to retain or reject such Warranted Products. If the Buyer

elects to retain such Warranted Products, the Seller shall re-deliver them to the Buyer in accordance with clause 7, save that such re-delivery shall

be at the Buyer's cost and expense and the Buyer shall be deemed to have accepted such Warranted Products on completion of delivery in

accordance with clause 7.4. In the absence of such notice from the Buyer, it shall be deemed to have elected to reject such Warranted Products. If

the Buyer elects to reject or is deemed to have rejected such Warranted Products the Seller may with effect from expiry of such 10 Business Day

period resell or otherwise dispose of any or all such Warranted Products on such terms as the Buyer shall determine and shall account to the Buyer

for the proceeds of any sale less any costs and taxation incurred in connection with the sale.

9.7 The Warranty shall not apply to any Warranted Products to the extent that:

9.7.1 installation and/or fitting and/or maintenance of such Warranted Products is not carried out by a suitably qualified and experienced technician

approved in advance by the Seller in writing;

9.7.2. such Warranted Products are fitted and/or installed in a manner contrary to, or inconsistent with, any information and/or instructions

contained in any data sheets supplied to the Buyer by or on behalf of the Seller;

9.7.3 in respect of Warranted Products containing EPDM rubber, such Warranted Products are exposed to solids, liquids or gases containing or

comprising hydrocarbons; and

9.8 The Buyer accepts that it is not reasonable to require that all contract goods are covered by the Warranty as certain contract goods are known to the

Seller to fail before expiry of the applicable manufacturer's warranty period. Accordingly (without prejudice to the Warranty applicable to the Warranted

Products):

9.8.1 the Seller does not give, and nothing in these Terms is to be interpreted as the Seller giving, any warranty in respect of contract goods which are not

Warranted Products;

9.8.2 the Seller shall not be liable to the Buyer for any loss or damage whatsoever and howsoever arising in respect of such contract goods; and

9.8.3 the Buyer acknowledges and agrees that it is solely responsible for ensuring such contract goods are fit for the purpose for which it intends to use them.

9.9 Notwithstanding anything else contained in this Agreement, the Seller's liability to the Buyer in respect of Warranted Products shall be limited to the remedies set out in paragraph 9.4.

9.10 The Seller's liability to the Buyer or any Third Party for any loss or damage whatsoever and howsoever arising (whether in contract or tort) from any

breach of these Terms shall be limited to the price paid by the Buyer for the contract goods (other than, in respect of the Buyer, for breach of Warranty or

for negligent repair or replacement, in which case the liability of the Seller shall be limited in accordance with paragraphs 9.4 and 9.5 respectively).

9.11 In light of the commitments given by the Seller in paragraphs 9.2 to 9.5 (inclusive), and the nature of the contract goods (other than the Warranted

Products) as set out in paragraph 9.8, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law,

excluded from this Agreement.

10. Return of Materials:

The Seller may in its absolute discretion refuse to accept the return of any contract goods which have been sold to the Buyer. Where the Seller shall

accept such returned contract goods, which shall normally only be in the case of standard stock lines, the Seller shall be entitled to make a restocking

charge of a minimum of 20% of the sale price of contract goods. Proof of Purchase will be required.

11. Title:

11.1 The risk in any contract goods sold by the Seller to the Buyer shall pass on delivery but the title to any such contract goods shall not pass until the

Seller thereof has received the purchase price. The Seller may recover or resell such contract goods or any part thereof in any of the following events:

11.1.1 If the Seller has not received payment for the contract goods by the due date; or

11.2.2 If before the due date the Buyer commits an act of bankruptcy or has a Receiver, an Administrative Receiver or Administrator appointed over all or

any part of its business or a petition is issued, or a resolution passed for the winding up of the Buyer or upon the commencement of any other act or

proceeding in which the Buyer's solvency is involved; or

11.2.3 If before the due date the Buyer ceases or threatens to cease carrying on its business. In any exercise of this right to recovery, the Seller shall have

the right to go upon any premises occupied or used by the Buyer or where the contract goods (or any of them) are situated and even if the contract

goods have been attached or connected to any other contract goods, products, plant or machinery but are readily removable, the Seller may remove the

same. Until the Seller has been paid in full the relationship of the Buyer to the Seller shall be fiduciary and the Seller shall have the right to trace the

proceeds of any disposition of the contract goods by the Buyer or of any insurance covering the same which shall be paid into the separate new account

and not into any overdrawn account.

12. Sales Promotion Documentation:

Whilst the Seller takes every precaution in the preparation of its catalogues, technical circular, price lists and its other literature, these documents are for

the Buyer's general guidance only and the particulars contained therein shall not constitute representations by the Seller and the Seller shall be bound

thereby.

13. General:

13.1 The Buyer and the Seller agree that the limitations and exclusions incorporated herein are reasonable in all the circumstances but it is agreed that if

any such limitations or exclusions would be operation of law be adjudged to be void as going beyond what is reasonable for the protection of the Seller's

interest, but would be valid if part of the wording was deleted or the extend and scope thereof reduced, the said limitations and exclusions shall apply

with such modifications as may be necessary to make them valid and effective.

13.2 Pursuant to clause 4.6, where the Buyer accepts a quotation from an Affiliate Seller, the Buyer accepts and acknowledges that it will be bound by the

Affiliate Seller's Terms and Conditions.

13.3 No variation to this Agreement shall be effective unless it is in writing and signed by the Buyer and the Seller (or their authorised representatives).

13.4 Any notice required to be given under or in connection with this Agreement shall be in writing and shall be sent by e-mail to the address of a party

given by it for such purpose of used by the party in correspondence with the other party in relation to supply of the contract goods, or shall be sent by

first-class post or other next day delivery service to a party's registered office address. Any such notice sent in accordance with this paragraph 13.3 shall be deemed to have been delivered and shall take effect at 9:00 am on the next Business Day after it is sent, where Business Day has the meaning given to

it in paragraph 7 of these Terms.

13.5 Any reference to written or writing includes e-mail but not fax.

14. Governing Law & Jurisdiction:

This Agreement shall be governed by and adjudicated under English law and the Seller and the Buyer irrevocably agree to the exclusive jurisdiction of the

courts of England and Wales. All contacts to which these Terms apply deemed to have been made at the Seller's head office at 21 Elizabeth Avenue, Denton, Manchester, M34 3PA.

