

Terms and Conditions of Sale

1. Application and formation of contract

- 1.1** These terms apply to our sales of goods to business customers. An order is your offer to buy goods. A contract forms when we accept the order in writing, issue an order acknowledgement, or dispatch the goods, whichever happens first. We may decline an order before acceptance.
- 1.2** These terms prevail over terms on your purchase order or other document unless an authorised representative of each party agrees a variation in writing. An individually signed agreement or a written quotation expressly stating different terms takes precedence to the extent of any conflict.
- 1.3** Quotations may be withdrawn before acceptance and expire after 30 days unless they say otherwise. Catalogue and website descriptions are illustrations and do not constitute offers. We may correct obvious errors in prices or descriptions before accepting an order; if an error is discovered after acceptance, we will seek your agreement to a correction or cancel and refund any payment for the affected goods.

2. Specifications and supply

- 2.1** Goods must conform materially to the specification agreed in the order. We may make changes required by law or by a manufacturer that do not materially reduce their quality or performance. We will seek your agreement before supplying a materially different substitute.
- 2.2** Where goods are made, printed or ordered to your specification, you are responsible for checking and approving dimensions, artwork, quantities, compatibility and other details before production. We may reasonably vary manufacturing quantities only where the quotation or order acknowledgement specifies a tolerance.
- 2.3** Product availability and lead times are confirmed when we accept the order. We may make partial deliveries where reasonable and invoice each delivery separately.

3. Permitted use and prohibition on resale

- 3.1** Unless UKLS has given its prior written agreement, no goods supplied by UKLS may be sold, resold, distributed for consideration, or otherwise supplied to a third party for onward sale. Goods supplied without that agreement are for the customer's own business use only. Placing an order, paying for goods or receiving them does not amount to consent to resale.
- 3.2** A request for permission to resell must identify the goods, proposed sales channel, customer or customer class, territory and intended use. Any permission applies only to the goods and arrangements expressly identified in UKLS's written agreement. UKLS may refuse a request or offer different prices or terms for resale arrangements.
- 3.3** Before ordering, you must tell us if goods will be resold or supplied to another organisation, and whether an end user's identity, public-sector status, intended use or eligibility for a manufacturer or framework discount is material to the order. You must provide accurate information and notify us promptly if it changes. You must not represent that goods are for an eligible end user or purpose when that is not the case.
- 3.4** If you breach this clause, we may suspend unfulfilled orders or credit facilities and claim the direct losses reasonably incurred as a result, subject to proof, mitigation and applicable law. This clause does not automatically change the price of goods already sold or impose liability for any third-party demand that was not caused by the breach.

4. Prices, invoices and payment

- 4.1** The agreed price is stated in our accepted quotation or order acknowledgement. Unless stated otherwise, prices exclude VAT and delivery charges, which will be shown before order acceptance where applicable. We may change prices for future orders by giving notice; an accepted order is not repriced without agreement.
- 4.2** Unless we agree otherwise in writing, invoices are due within 30 days of invoice date, in cleared funds and without deduction or set-off except where required by law or agreed in writing. Payment time is of the essence.
- 4.3** For overdue business invoices we may claim statutory interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, together with reasonable recovery costs to the extent permitted by that Act. We may suspend further supply on reasonable notice while an undisputed sum remains overdue.
- 4.4** We may review, reduce or withdraw a credit limit on notice and request payment in advance for future orders where reasonably justified by credit risk or payment history.

5. Delivery, risk and title

- 5.1** Delivery dates are estimates unless expressly agreed as binding in writing. You must provide suitable access and accept delivery at the agreed location. We will tell you promptly of a material anticipated delay and agree a revised date or refund for undelivered goods if the delay cannot reasonably be resolved.
- 5.2** Risk of loss or damage passes on delivery to you or your nominated carrier or representative. You should inspect goods promptly and report visible damage, shortages or incorrect goods within seven working days, with available evidence. This reporting period does not remove rights relating to a latent defect or a failure that could not reasonably have been identified on delivery.
- 5.3** Title to goods remains with UKLS until we receive full payment for those goods. Until then you must keep them identifiable, in good condition and insured, and must not resell them. If payment becomes overdue, we may request their return and exercise any lawful right of recovery; we will not enter premises without consent or lawful authority.

6. Returns and defects

- 6.1** For standard stocked goods, you may request a return within 30 days of delivery. A discretionary return requires our return authorisation, unopened goods in original unmarked packaging and compliance with the return instructions we provide. We will issue a credit for accepted goods, subject to any return charge disclosed when authorisation is given.
- 6.2** Bespoke, printed, specially procured, perishable or food goods are not eligible for discretionary return unless we agree otherwise. This does not affect your rights where goods are defective, misdescribed or supplied in breach of contract.
- 6.3** If goods are defective or do not match the agreed specification, tell us promptly after discovery, retain relevant packaging where practicable and give us a reasonable opportunity to inspect. Subject to your statutory rights, we will repair, replace or refund the affected goods, or agree another appropriate remedy. Manufacturer warranties may offer additional rights and are available on request where applicable.

7. Liability

- 7.1** Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, or any liability that cannot lawfully be limited or excluded.
- 7.2** Subject to clause 7.1 and applicable law, neither party is liable to the other for lost profits or indirect or consequential losses arising from a breach of these terms. Both parties must take reasonable steps to limit losses. This clause does not restrict a claim for the price of goods, interest on overdue payment, or direct loss resulting from a breach of clause 3.

8. Events beyond reasonable control

- 8.1** Neither party is liable for delay or failure caused by an event beyond its reasonable control, other than a payment obligation already due. The affected party will notify the other promptly and take reasonable steps to reduce the effect. If the event prevents delivery for more than 30 days, either party may cancel the affected undelivered goods by written notice and any advance payment for those goods will be refunded.

9. General

- 9.1** Notices relating to an order or these terms may be sent to the business email address last used by the receiving party for the relevant account, except that legal proceedings must be served in accordance with applicable court rules.
- 9.2** A failure or delay to enforce a right is not a waiver of it. If any provision is unenforceable, the remaining provisions continue in force. No person other than UKLS and the customer may enforce these terms under the Contracts (Rights of Third Parties) Act 1999.
- 9.3** These terms and each contract are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to any mandatory law that applies.