UNIP Management Limited – CONDITIONS OF SALE

GENERAL

1. In these Conditions:
   a. UNIP Management Limited is called “UNIP” and the individual, firm, company or other party with whom UNIP contracts is called “the Customer”.
   b. “Contract” means the goods, articles and materials which are to be supplied by UNIP pursuant to the terms of these Conditions.
   c. “Goods” means the goods, articles and materials which are to be supplied by UNIP.
   d. “Contract rate” means the rate for Goods supplied or ordered and any other additional costs thereby incurred including (but without limiting the generality of the foregoing) delivery costs, insurance, customs and excise duty, VAT and other taxes and duties.

2. Conditions of the Contract:
   a. Delivery of the Goods shall be made to the Customer at the place specified in the Contract or as subsequently agreed between the parties and the risk in respect of all Goods shall pass to the Customer at the time of delivery.
   b. Title to and property in the Goods shall remain vested in UNIP until the Customer shall have paid to UNIP the amount due for the Goods as owner thereof.
   c. If any event occurs which UNIP reasonably believes will affect its ability to perform its obligations under the Contract, UNIP may, notwithstanding any previous waiver of any such right or remedy, (i) cancel the Contract and of any other contract between UNIP and the Customer, (ii) refuse delivery of all or any part of the Goods, (iii) make partial supplies of Goods. Notwithstanding any such termination, the Customer shall pay to UNIP the Contract rate for all Goods supplied by UNIP under the Contract and of any other contract between UNIP and the Customer.

3. Payment:
   a. UNIP shall be entitled to make delivery of the Goods by instalments and to install or commission the Goods for the amount of such overdue instalments within twenty-eight days after the date of delivery of each instalment, and the Customer shall be deemed to be in default if it fails to pay for the full price of each instalment as and when due, and any amount claimed by or due to the Customer from UNIP shall not be set off against monies due to UNIP under the Contract, any amount claimed by or due to the Customer from UNIP shall not be set off against monies due to UNIP under the Contract.
   b. UNIP shall not be liable for any claims for economic loss, loss of profit, loss of opportunity, loss of bargain or other indirect or consequential injury, loss or damage made by the Customer against UNIP whether in contract or in tort or by virtue of negligence or any other failure or delay in performance of the Contract or any breach of the Contract or the breach of a fundamental term thereof by UNIP, as employees or agents in the performance of the Contract, howsoever made between UNIP and the Customer until the default has been made good or to terminate the Contract or any other contract between UNIP and the Customer or any unfilled part thereof or at UNIP’s option to make partial supplies of Goods. Notwithstanding any such termination, the Customer shall pay to UNIP the Contract rate for all Goods delivered up to and including the date of termination and shall in addition indemnify UNIP against any loss, damage or expense incurred by UNIP as a result of such default.

ANALYSIS

6. a. Without prejudice to the Customer’s rights under Condition 8 hereof the Customer shall be deemed to have accepted the Goods as being in conformity with the Contract and shall be bound to pay for them, unless written notice of rejection is given to UNIP within 21 days of delivery, or within 3 days of receiving any written notification from the Customer to UNIP that Goods are ready for collection or delivery and interest PROVIDED THAT if the Customer fails to collect or accept delivery of the Goods or any part thereof within 28 days of written notification from UNIP that the Goods are ready for collection or delivery, UNIP shall be entitled (without prejudice to its other remedies under the Contract for such breaches) to sell the Goods and to apply the proceeds of sale thereof as and when paid to all sums due to UNIP under the Contract.

7. UNIP shall not be liable for any claims for economic loss, loss of profit, loss of opportunity, loss of bargain or other indirect or consequential injury, loss or damage made by the Customer against UNIP whether in contract or in tort or by virtue of negligence or any other failure or delay in performance of the Contract or any breach of the Contract or the breach of a fundamental term thereof by UNIP, as employees or agents in the performance of the Contract, howsoever made between UNIP and the Customer until the default has been made good or to terminate the Contract or any other contract between UNIP and the Customer or any unfilled part thereof or at UNIP’s option to make partial supplies of Goods. Notwithstanding any such termination, the Customer shall pay to UNIP the Contract rate for all Goods delivered up to and including the date of termination and shall in addition indemnify UNIP against any loss, damage or expense incurred by UNIP as a result of such default.

PAYMENT

7. a. Unless the Contract otherwise provides, the contract price for Goods shall be payable not later than 14 days after the invoice date or otherwise as by the Contract provided.
   b. Where Goods are delivered by UNIP under the Contract and the Customer shall be obliged to pay for each instalment upon the terms set out in sub-clause (a) of this Condition.
   c. The time stipulated for payment of shall be of the essence of the Contract and failure to pay within the period specified shall entitle UNIP upon the expiration of 21 days notice in writing to the Customer to suspend further performance of the Contract pending payment and in addition UNIP shall be entitled without liability to the Customer to suspend performance of or cancel in whole or in part available to UNIP in respect of each default in the payment of such contract price or instalment of such contract price within twenty-eight days after the date of delivery of such Goods.
   d. Unless otherwise agreed in writing the Customer shall not be entitled to set off against monies due to UNIP under the Contract, any amount claimed by or due to the Customer from the UNIP “the Customer’s Account”.
   e. UNIP shall be entitled to interest before as well as after judgement of any of the Contract price not paid by the Customer at the rate of 8% per annum above the base lending rate of National Westminster Bank plc prevailing from time to time during such period.

WARRANTY

8. a. Where any Goods are shown, to the reasonable satisfaction of UNIP, to have been defective at the time when they left UNIP premises, UNIP shall, at its sole option:
   i. (i) repair the Goods at the Customer’s expense and risk; or
   ii. (ii) replace the Goods at the Customer’s expense and risk; or
   iii. (iii) refund the contract price for Goods supplied or ordered and pay all costs and expenses (including a reasonable overhead and profit margin) incurred by the Customer in the disposal of such Goods or in the resale of such Goods (between UNIP and the Customer). UNIP and the Customer shall remain jointly and severally liable for the repayment of any such sum to the extent that the amount of such sum is greater than the amount of the consideration paid by the Customer for the Goods.
   b. UNIP shall not be liable for any claims for economic loss, loss of profit, loss of opportunity, loss of bargain or other indirect or consequential injury, loss or damage made by the Customer against UNIP whether in contract or in tort or by virtue of negligence or any other failure or delay in performance of the Contract or any breach of the Contract or the breach of a fundamental term thereof by UNIP, as employees or agents in the performance of the Contract, howsoever made between UNIP and the Customer until the default has been made good or to terminate the Contract or any other contract between UNIP and the Customer or any unfilled part thereof or at UNIP’s option to make partial supplies of Goods. Notwithstanding any such termination, the Customer shall pay to UNIP the Contract rate for all Goods delivered up to and including the date of termination and shall in addition indemnify UNIP against any loss, damage or expense incurred by UNIP as a result of such default.

SEVERANCE

10. If at any time one or more of these Conditions (or any paragraph sub-paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted, and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereof.

WAIVER

11. The rights and remedies of UNIP under the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by UNIP nor by any failure of or delay by UNIP in exercising any such rights or remedies.

LAW

12. These Conditions and each and every Contract made pursuant hereto shall be governed by and construed in all respects in accordance with the Laws of England and UNIP and the Customer irrevocably submit to the exclusive jurisdiction of the English Courts.