

Terms and conditions of trade

1 Scope of these conditions

These conditions apply to all offers, quotations and sales by Ultimate Office Solutions Ltd of any goods to any purchaser or potential purchaser, (the "Purchaser").

2 Quotations and acceptance

A quotation by Ultimate Office Solutions Ltd does not constitute an offer and may be withdrawn or revised at any time prior to Ultimate Office Solution's acceptance of the Purchaser's order.

Any order placed by the purchaser with Ultimate Office Solutions Ltd (whether or not in response to a quotation) shall constitute or be deemed to have constituted an offer to Ultimate Office Solutions Ltd to purchase goods on these conditions. Ultimate Office Solutions Ltd have full discretion in accepting or rejecting any order.

3 Prices

The prices payable for goods shall be those contained in Ultimate Office Solutions Ltd's quotation or price list for such goods in effect at the time of dispatch, unless otherwise agreed in writing and countersigned by an authorised representative of Ultimate Office Solutions Ltd.

Ultimate Office Solutions Ltd shall have the right at any time to withdraw any discount and/or to revise prices to take into account increases in costs including (without limitation) costs of any goods, materials, carriage, labour or overheads or the increase or imposition of any tax duty or other levy and any variation in exchange rates.

Unless otherwise specified prices quoted are quoted exclusive of the costs of transport, insurance, value added tax, withholdings, customs duties and all other taxes and charges (all of which shall be payable by the Purchaser).

4 Terms of payment

Unless otherwise agreed in writing the purchase price for each order shall be paid in full upon delivery. Ultimate Office Solutions Ltd is entitled to, at its sole option to require earlier payment of all or part of the purchase price of any order, including full payment at the time the order is placed.

No counterclaim or set-off by the purchaser may be deducted from any payment due on any account whatsoever without the written consent of Ultimate Office Solutions Ltd.

If Purchaser fails to make any payment when due, Ultimate Office Solutions Ltd are entitled without judicial intervention, to require immediate payment of all outstanding orders, deem the related order and all other orders by Purchaser cancelled or to delay on such orders without prejudice to Ultimate Office Solutions Ltd's other rights or remedies (including the right to recover damages).

Any extension of credit allowed to the purchaser may be changed or withdrawn at any time,

Interest shall be payable on overdue amounts accruing on a daily basis at the rate of 3% over Nat West Bank base rate from time to time to run from the due date for payment until receipt by Ultimate Office Solutions Ltd of the full amount whether before or after judgment. The Purchaser shall indemnify Ultimate Office Solutions Ltd on demand against any out of pocket expenses incurred in relation to the recovery of any overdue amounts.

5 Delivery, risk and returns

Delivery dates supplied in any quotation, order acceptance form or elsewhere are approximate and not of any contractual effect. Ultimate Office Solutions Ltd shall not be under any liability to the purchaser in respect of any failure to deliver on any particular date or dates nor shall delay in delivery be a basis for cancellation of any order by Purchaser.

Unless otherwise agreed in writing, Ultimate Office Solutions Ltd shall be entitled to deliver the goods by instalments. In such cases each instalment shall constitute a separate contract and any defect in any one or more instalments shall not entitle the Purchaser to repudiate the contract as a whole nor to cancel any subsequent instalment.

Save as otherwise provided in these conditions, risk of loss, of or damage to the goods shall pass to the Purchaser on delivery to their premises as stipulated in their order or when placed in their possession or that any carrier or transport provided by the Purchaser, whichever shall occur first. Ultimate Office Solutions Ltd shall be under no obligation to accept return of any equipment.

6 Retention of title until payment

Title of the goods supplied pursuant to any one order shall not pass to the Purchaser until payment in full of the price due and payable to Ultimate Office Solutions Ltd in respect of the same order (including any interest or other payment due in respect of these goods). If any sum paid by the Purchaser is less than all the amounts due to Ultimate Office Solutions Ltd, Ultimate Office Solutions Ltd may (notwithstanding any direction to the contrary by the Purchaser) apply that sum to amounts due in respect of goods which have at that time been re-sold or otherwise disposed of by the Purchaser, before applying any part of that sum to goods still in the Purchaser's possession. Until payment has been made in full for any goods the Purchaser shall have possession of those goods as bailee for Ultimate Office Solutions Ltd and shall store the goods in such a way as to enable them to be readily identified as the property of Ultimate Office Solutions Ltd, and keep proper and accurate records to enable Ultimate Office Solutions Ltd to distinguish goods for which payment has been made in full from those goods for which payment is outstanding.

Ultimate Office Solutions Ltd reserves the right to repossess any goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and license to Ultimate Office Solutions Ltd's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. The provisions of this condition shall continue in force notwithstanding termination of the contract howsoever caused.

7 Force majeure

Ultimate Office Solutions Ltd shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of goods by Ultimate Solutions Ltd being prevented hindered delayed or tendered uneconomic by reason of circumstance or events beyond Ultimate Office Solutions Ltd's reasonable control including but not limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen materials or transport or other circumstances affecting the supply of goods or of raw materials thereof from Ultimate Solutions Ltd's normal source of supply or the manufacture of the goods by Ultimate Office Solutions Ltd's normal means or the delivery of goods by Ultimate Office Solutions Ltd's normal means of delivery.

8 Waiver

Failure by Ultimate Office Solutions Ltd to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

9 Severability

To the full extent possible each provision of these Conditions shall be construed in such fashion as to be effective and valid under applicable law. If any provision is declared void, illegal or unenforceable by a court of competent jurisdiction with respect to particular circumstances such provision shall remain in full force and effect in all other circumstances. If any provision is declared entirely void illegal or unenforceable by a court of competent jurisdiction, all other provisions of these conditions shall remain in full force and effect.

10 Assignment

The Purchaser may not without the prior written consent of Ultimate Office Solutions Ltd assign all or any of its rights under any contract incorporating these Conditions.

11 Notices and governing law

Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class post or facsimile to the party concerned at its last known address. Notices sent by first class post shall be deemed to have been given 24 hours after dispatch and notices sent by facsimile shall be deemed to have been given on the date of dispatch.

All contracts incorporating these conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Customer signature

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