



STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions of Sale and Supply

Ultimate Solutions Ltd | Version 1.2

ULTIMATE SOLUTIONS LTD Unit A5, Brooklands Technology Park Brooklands Gate, Sywell Aerodrome Wellingborough Road, Sywell Northampton, NN6 0GY United Kingdom	Telephone: +44 (0) 7932 976505 Email: support@ultimatesolutionsltd.zohodesk.eu Website: ultimatesolutionsltd.co.uk Company No. 7724173 VAT No. GB 126 9331 13 Governing law: England and Wales
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Application of these terms

These terms apply to all business-to-business quotations, orders and contracts under which Ultimate Solutions Ltd (Supplier) supplies goods or services to a customer (Customer). The Supplier's written order confirmation or the quotation, together with these terms, forms the Contract. If there is any conflict, the order confirmation takes precedence, followed by the quotation and then these terms.

1 Acceptance and contract formation

A quotation is an invitation to place an order and does not bind the Supplier until the Supplier issues written order confirmation. The Customer accepts these terms by signing a quotation or acceptance form, issuing a purchase order, paying any deposit or instructing the Supplier to begin work. Any Customer terms contained in a purchase order or other document are excluded unless expressly accepted in writing by a director of the Supplier.

2 Scope and changes

The Supplier will provide only the goods, services and deliverables expressly listed in the quotation or order confirmation. Drawings, descriptions, performance figures and delivery dates are estimates unless expressly stated to be guaranteed. Any change to specification, quantities, site conditions, interfaces, programme or acceptance requirements may result in revised price and delivery terms and must be agreed in writing.

3 Prices taxes and expenses

Prices are in pounds sterling unless otherwise stated and exclude VAT, customs duties, import charges and other taxes or levies unless expressly included. Estimated freight, travel, accommodation, subsistence and similar expenses may be adjusted to actual cost. The Customer is responsible for all excluded site works, utilities, permits and third-party charges.

4 Payment

Payment is due in accordance with the applicable quotation, invoice or order confirmation. Amounts must be paid in full without set-off, counterclaim, deduction or withholding except where required by law. The Supplier may suspend manufacture, delivery, installation, support or warranty service while any sum is overdue. Statutory interest and recovery costs may be charged on late commercial payments.

5 Delivery and delay

Delivery dates are estimates and time is not of the essence unless expressly agreed in writing. The Supplier is not liable for delay caused by the Customer, carriers, customs, manufacturers, component shortages, utilities, third-party contractors or events outside the Supplier's reasonable control. If the Customer delays delivery or installation, the Supplier may store the goods at the Customer's risk and charge reasonable storage, handling, travel and remobilisation costs.

6 Risk and title

Risk in goods passes to the Customer on delivery at the agreed delivery point or, if the Customer delays acceptance, when the goods are made available for delivery. Legal and beneficial title remains with the Supplier until the Supplier has received all sums due under the Contract in cleared funds. Until title passes, the Customer must identify, protect and insure the goods and must not dispose of or encumber them.

7 Customer responsibilities and site readiness

The Customer must provide accurate information, safe access, competent personnel, suitable guarding, ventilation, electrical and other utilities, network or control interfaces, materials for testing and all necessary permissions. The Customer is responsible for the condition and compatibility of its premises and all Customer or third-party equipment. Additional attendance caused by incomplete site preparation or third-party delay is chargeable.

8 Testing acceptance and performance

The Customer must test the goods using representative materials, settings, speeds and environmental conditions. Results may vary with materials, consumables and process conditions. Unless written acceptance criteria are agreed before order, goods and services are accepted when installation and basic functional checks are completed, on delivery where installation is not included, or when first used in production, whichever occurs first.

9 Warranty

Unless otherwise stated in the quotation or order confirmation, the warranty period for machine equipment is 12 months from the date of installation. Warranty is conditional upon all consumables being supplied by Ultimate Solutions Ltd or one of its appointed agents. The use of any other consumables will void all warranties and related claims. Warranty is provided on a return-to-base basis. The Customer must return the allegedly faulty item to Ultimate Solutions Ltd at the Customer's own cost and risk, without charge or expense to the Supplier. Following inspection, the Supplier will determine whether the warranty claim is approved. If approved, the Supplier may repair or replace the covered part at its option. Warranty excludes consumables, normal wear, contamination, accidental damage, misuse, unauthorised modification, unsuitable materials or consumables, failure of Customer or third-party equipment, and incorrect utilities. Labour, travel, accommodation and related attendance costs are not included in any warranty claim and will be charged at the Supplier's prevailing rates. Replaced parts become the Supplier's property.

10 Intellectual property and software

All intellectual property in the Supplier's designs, drawings, software, control methods, documentation and know-how remains owned by the Supplier or its licensors. The Customer receives a non-exclusive, non-transferable right to use supplied software and documentation solely with the supplied goods. The Customer must not copy, modify, reverse engineer, disclose or make them available to a third party except as permitted by law or written licence.

11 Confidentiality

Each party must keep the other party's confidential technical, commercial and pricing information confidential and use it only for the Contract. This obligation does not apply to information already lawfully known, independently developed, publicly available through no breach, or required to be disclosed by law.

12 Cancellation and termination

An order may not be cancelled without the Supplier's written agreement. If cancellation is accepted, the Customer must pay for all work completed, non-cancellable commitments, specially made or ordered items, restocking, return freight and other losses reasonably incurred. Either party may terminate for a material breach that remains unremedied for 14 days after written notice, or immediately if the other party becomes insolvent. Accrued payment rights and clauses intended to survive termination remain effective.

13 Force majeure

Neither party is liable for delay or failure caused by an event beyond its reasonable control, including fire, flood, severe weather, epidemic or pandemic, war, civil disturbance, sanctions, industrial action, transport disruption, utility failure, cyber incident, government action or shortage of labour, materials or components. The affected party is entitled to a reasonable extension and may revise unavoidable additional costs by agreement.

14 Limitation of liability

Nothing in the Contract 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 other liability that cannot lawfully be limited or excluded (Non-excludable Liabilities). Subject to the preceding sentence, the Supplier is not liable in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise for any indirect, special or consequential loss, or for loss of profit, revenue, production, business, contracts, anticipated savings, opportunity, goodwill, reputation, data or wasted expenditure. Subject to the same exceptions, the Supplier's total aggregate liability arising out of or in connection with the Contract is limited to the total price paid or payable to the Supplier under the Contract.

15 Specific exclusions

Subject to Non-excludable Liabilities, the Supplier accepts no liability for results outside agreed written acceptance criteria; incompatibility with Customer or third-party equipment, consumables, materials, software or utilities; loss caused by incorrect data, settings, operation, maintenance or unauthorised changes; or production stoppage, wrongly printed, misprinted, incorrectly coded or otherwise defective output, spoiled materials, rework, reprints, product recall, third-party claims, delay or additional cost. All test runs, job setups and production work printed, processed or otherwise carried out using the Supplier's solution or hardware are undertaken entirely under the Customer's and operator's control and responsibility. The Customer and operator are responsible for checking and approving all job settings, data, content, registration, ink and substrate compatibility, adhesion, cure, print quality and finished output before starting or continuing production. The Supplier accepts no liability for any loss or cost arising from a second or subsequent process, including finishing, converting, laminating, varnishing, cutting, packing, filling, labelling, dispatch or use, undertaken before the Customer has inspected and approved the output from the preceding process. The Customer must maintain appropriate backups, quality controls, inspection and approval procedures, insurance and contingency arrangements.

16 General

No failure or delay in enforcing a right is a waiver. If any provision is invalid or unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will continue. No person other than the parties has any right to enforce the Contract. The Customer may not assign the Contract without the Supplier's written consent. Notices must be in writing and sent to the addresses stated in the quotation or order confirmation.

17 Governing law and jurisdiction

The Contract and any non-contractual obligations arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Final liability statement

Except for Non-excludable Liabilities and only to the extent permitted by law, Ultimate Solutions Ltd accepts no liability whatsoever, for whatever reason arising, beyond the express obligations and financial limit stated in these terms and conditions.