**1. APPLICABLE TERMS**

1.1 UKS Distribution Ltd is the seller and will henceforth be referred to in these Terms & Conditions as UKS Distribution.

1.2 The Buyer referred to throughout these Terms & Conditions refers to the business for which an employee is placing an order on behalf of either via telephone, email or online.

1.3 Any quotation given by UKS Distribution is an invitation to the Buyer to make an offer only and no order placed by the Buyer with UKS Distribution in pursuance of a quotation or otherwise shall be binding on UKS Distribution unless and until it is accepted in writing by UKS Distribution's acceptance of order form or despatch note or delivery note, or the goods are despatched.

1.4 Any contract made with UKS Distribution for the sale of goods shall incorporate and be subject to these conditions only and any representation or warranty, written or orally made or given prior to the contract is hereby expressly excluded and all brochures, specifications, drawings, catalogues, particulars, shapes, descriptions and illustrations, price lists and other advertising matter are intended only to present a general idea of the goods described therein.

1.5 In the event that no quotation is given by UKS Distribution and UKS Distribution has received an order from the Buyer then provided that the Buyer shall have notice of these conditions, in such circumstances all goods are sold subject to these conditions.

1.6 Unless otherwise agreed in writing, UKS Distribution reserves the right to despatch or deliver goods that are superceeded in design and part number provided that any difference does not make the goods unsuitable for any purpose the Buyer has made known to UKS Distribution.

**2. PRICE**

2.1 The price is exclusive of VAT and is based on costs current at the date of order acknowledgment or the date of UKS Distribution’s quotation if earlier. UKS Distribution reserves the right at any time prior to delivery of the goods to adjust the price to take account of any increase in the costs to it of materials, taxes, labour or services or of any currency fluctuations which increase the costs to it of goods imported into the United Kingdom.

2.2 In the case of small orders UKS Distribution shall be entitled to add a minimum order charge.

**3. PAYMENT**

3.1 Overseas Orders:

The method of payment shall be determined prior to or at the time of confirmation of the order

**3.2 UK Orders:**

Unless agreed otherwise in writing by UKS Distribution the price shall be payable on or before the last day of the calendar month following the month in which UKS Distribution invoices the Buyer.

**3.3 All Orders:**

If at the date on which UKS Distribution is ready to deliver the goods the Buyer delays delivery for any reason, UKS Distribution may present invoices for full settlement within 7 days of that date.

3.4 Time for payment shall be of the essence.

3.5 In default of payment and without prejudice to any other rights or remedies UKS Distribution reserves the right to demand payment of all outstanding balances whether or not due.

3.6 Interest shall be charged on outstanding balances at the rate of 2.0% per month as well after as before judgement.

3.7 The Buyer shall not be entitled to withhold or set-off payment for goods delivered for any reason whatsoever.

3.8 The Buyer shall indemnify UKS Distribution against any legal or other expense reasonably incurred by UKS Distribution in the collection of any sums outstanding from the buyer to UKS Distribution, including without limitation, legal costs and fees.

**4. CREDIT**

This contract shall be subject to the provision that if at any time thereafter UKS Distribution is advised of circumstances casting doubt on the Buyer’s credit worthiness or satisfactory security for payment is not given on request, UKS Distribution may require payment of the whole or part of the purchase price from the Buyer in advance and pending such payment the contract shall be suspended. In the event of such advance payment not being made within a reasonable period stipulated by UKS Distribution, UKS Distribution may cancel the Buyer’s order without liability and the Buyer shall be responsible for any resulting loss to UKS Distribution.

**5. RISK**

The risk in respect of all goods sold under the contract shall pass to the Buyer upon delivery to the Buyer. In any event the property shall not pass to the Buyer except as provided in Clause 6 hereof.

**6. TITLE RETENTION**

6.1 Until the purchase price of the goods comprised in this or any other contract between the Buyer and UKS Distribution and all other indebtedness of the Buyer to UKS Distribution shall have been paid or satisfied in full (if by cheque then only upon clearance).

6.1.1 The property comprised in this contract remains vested in UKS Distribution (notwithstanding the delivery of the same and the passing of the risk therein).

6.1.2 The Buyer shall store the goods in such a way that they can be readily identified as being UKS Distribution’s property.

6.1.3 The Buyer shall on request inform UKS Distribution of the precise location of each item of the goods identified where applicable by its part number, where stock has been impressed, by supplying UKS Distribution at its expense within seven days of its request with a written Schedule of the said locations.

6.1.4 The Buyer may sell the goods as UKS Distribution’s Agent in the normal course of the Buyer’s business and may pass good title to the Buyer’s Customer being a bona fide purchaser for value without notice of UKS Distribution’s rights on the following conditions:-

6.1.4.1 UKS Distribution may at any time revoke the Buyer’s said power of sale in the circumstances set out in Clause 4 or 10 of these conditions.

6.1.4.2 The Buyer’s power of sale shall automatically cease in any of the circumstances set out in clause 10 of these conditions.

6.1.4.3 The Buyer shall notify UKS Distribution without delay of any attachment of the goods or actions by third parties which might infringe UKS Distribution’s title to the goods.

6.1.5 Upon determination of the Buyer’s power of sale UKS Distribution shall be entitled by itself its Servants or Agents to enter upon any of the Buyer’s premises or any other premises for the purpose of removing and repossessing such goods and the Buyer shall indemnify UKS Distribution against any claims arising from such repossession and for the cost of such repossession.

6.1.6 Until the title in the goods has passed to the Buyer:

6.1.6.1 The Buyer shall not purport to be the owner of the goods and shall not show such goods as stock in its accounts.

6.1.6.2 The Buyer shall insure the goods against theft or any damage howsoever caused until their price has been paid or until sale whichever shall first occur and UKS Distribution shall be entitled to call for details of the insurance policy.

6.1.6.3 If the Buyer shall not insure the goods or shall fail to supply details of its insurance policy on demand to UKS Distribution the Buyer shall reimburse UKS Distribution for the cost of any insurance which UKS Distribution may reasonably arrange in respect of any of the goods during the whole or any part of the period from the date of its delivery of the goods until the date of payment to it of their full purchase price.

6.2 Nothing in these conditions shall:-

6.2.1 Entitle the Buyer to return the goods or to delay payment therefor or

6.2.2 Constitute or be deemed to have constituted the Buyer as UKS Distribution’s Agent otherwise than for the purpose of this Clause or

6.2.3 Render UKS Distribution liable to any third party for any unauthorised representation or warranty made or given by the Buyer to such third party in relation to the goods.

6.2.4 Prevent UKS Distribution from maintaining an action for the price not withstanding that the property in the goods may not have passed to the Buyer.

**7. Delivery**

7.1 Any dates given in the contract for dispatch or delivery of goods shall constitute estimates of expectation only and shall not be binding unless the contract otherwise expressly states. The Buyer shall accept delivery of the goods when tendered.

7.2 The method and route of despatch of the goods shall be selected by UKS Distribution, who shall use its best endeavours to take into account in such selection the preferences of the Buyer.

7.3 Claims in respect of incomplete or incorrect supplies or of goods damaged in transit must be notified to UKS Distribution as soon as possible and in any event not later than one week after receipt of the goods at the place of destination.

7.4 Unless otherwise agreed in writing the Buyer shall be bound to accept partial deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery.

7.5 Deviations in quantity of the goods delivered (representing not more than 10 per cent by value) from that stated in the contract shall not give the Buyer any rights to resist the goods or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for the quantity of the goods delivered.

**8. WARRANTY**

8.1 The Buyer shall log with UKS Distribution by submitting a fully completed UKS Distribution Warranty Form any claims in respect of defects in goods, which are reasonably capable of detection by careful examination within 30 days after the arrival of any consignment at the place of destination. Defects which are not detectable by careful examination within the period shall be notified by the submission of a fully completed UKS Distribution Warranty Form as soon as practicable and in any event no later than:

8.1.1 30 days after the discovery of the defect where there is a labour claim: or

8.1.2 60 days after the discovery of the defect where it is a no quibble claim; or

8.1.3 24 months after the date of installation of the goods; or

8.1.4 the date on which the distance travelled by the vehicle in which the goods have been installed during the period following installation of the goods reaches 24,000 miles

whichever occurs first.

The above applies to products under the brands of Optimal and Arnott.

8.1.5 Any claims relating to Trico goods must be notified by the submission of a fully completed UKS Distribution Warranty Form as soon as practicable and in any event no later than:

8.1.6 12 months after date of installation of the goods; or

8.1.7 the date on which the distance travelled by the vehicle in which the goods have been installed during the period following installation of the goods reaches 12,000 miles

whichever occurs first.

8.1.8 Any claims relating to Dolz goods must be notified by the submission of a fully completed UKS Distribution Warranty Form as soon as practicable and in any event no later than:

8.1.9 24 months after date of installation of the goods; or

8.1.10 the date on which the distance travelled by the vehicle in which the goods have been installed during the period following installation of the goods reaches 50,000km for Water Pumps; or

8.1.11 the date on which the distance travelled by the vehicle in which the goods have been installed during the period following installation of the goods reaches 80,000km for Timing Belt and Water Pump Kits

whichever occurs first.

8.1.12 Any claims relating to AL-KO goods must be notified by the submission of a fully completed UKS Distribution Warranty Form as soon as practicable and in any event no later than:

8.1.13 24 months after date of installation of the goods; or

8.1.14 the date on which the distance travelled by the vehicle in which the goods have been installed during the period following installation of the goods reaches 100,000 miles.

whichever occurs first.

8.1.15 Any claims relating to Metzger goods must be notified by the submission of a fully completed UKS Distribution Warranty Form as soon as practicable and in any event no later than:

8.1.16 24 months after date of installation of the goods.

8.2 UKS Distribution shall deliver to the Buyer replacements of any goods in which under proper storage and use defects appear within the time limits set out in sub-clause 7.5 and 8.1 above which arise solely from faulty material or workmanship and if any goods, during the recommended service life, and if fitted to an application stated in the current catalogue or bulletin of the manufacturer are found to be defective, UKS Distribution will accept responsibility for damage to other components on the vehicle as a direct attribute to a manufacturing defect in the supplied goods, and will cover reasonable costs to repair the vehicle equivalent to the standard before failure.

8.3 Labour claims will be considered in accordance with ICME fitting times and UKS Distribution will credit accordingly based on £35 per hour of fitting.

**PROVIDED that:**

8.4.1 The defective goods are returned to UKS Distribution, transportation charges being paid by the Buyer.

8.4.2 Examination by UKS Distribution of such goods shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by UKS Distribution and

8.4.3 The Buyer shall afford to UKS Distribution all reasonable facilities to inspect any engine and all the parts thereof which are alleged to have been damaged as a result of defects in the goods

8.4.4 The Buyer shall pay to UKS Distribution the cost (as certified by UKS Distribution) of any examination of such goods and such engine as a result of which UKS Distribution does not admit liability.

8.4.5 This warranty does not cover faulty installation, misuse, alteration or accident, nor will UKS Distribution be liable for any other losses or consequential expenses incurred.

8.4.6 in the case of timing belts UKS Distribution’s liability shall be conditional upon compliance by the Buyer with the change interval in force at the time of claim specified by the vehicle manufacturer. Refer to manufacturer service data for this information.

8.5 The foregoing undertaking shall be in lieu of any warranties and conditions whether express or implied by statute common law or otherwise howsoever, which warranties and conditions are hereby expressly excluded.

8.6 Save as aforesaid and save in respect of death or personal injury resulting from the negligence of UKS Distribution its servants or agents, UKS Distribution shall not be liable for any claim or claims for direct or indirect consequential or incidental injury loss or damage made by the Buyer against UKS Distribution whether in contract or tort (including negligence on the part of UKS Distribution its servants or agents) arising out of or in connection with any defect in the goods or work or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the contract or breach of a fundamental term thereof) or UKS Distribution its servants or agents in the performance of the contract.

8.7 WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, NOTHING HEREIN CONTAINED SHALL OPERATE TO EXCLUDE ANY WARRANTY OR CONDITION IMPLIED BY STATUTE IN THE EVENT OF THE BUYER DEALING AS A “CONSUMER” AS DEFINED BY SECTION 12 OF THE UNFAIR CONTRACT TERMS ACT 1977. IN SUCH A CASE THE BUYER’S STATUTORY RIGHTS ARE UNAFFECTED BY THESE TERMS AND CONDITIONS.

8.8 The Buyer accepts as reasonable that UKS Distribution’s total liability for defective goods and delivery of the goods shall be as set out in these Terms and Conditions of Sale; in fixing that limit UKS Distribution has had regard to the contract price of the goods, the nature of the goods, the use they will receive, and the resources available to each party including insurance cover, to meet any liability.

**9. DISCREPANCIES**

9.1 The Buyer should notify UKS Distribution of any discrepancies within their stock in writing within 10 to 14 working days of receipt.

9.2 Any discrepancies that are notified to UKS Distribution after 14 working days will not be accepted.

**10. HEALTH AND SAFETY**

The Buyer’s attention is drawn to the provision of Section 6 of the Health and Safety at Work etc Act 1974. UKS Distribution will make available on written request such information on the design and construction of the goods as is in its possession to ensure that as far as is reasonably practicable it is reasonably safe and without risk to health when properly used.

**11. INSOLVENCY AND BREACH OF CONTRACT**

In the event of any breach of these conditions not being remedied by the buyer within 30 days of UKS Distribution’s written notice requesting such remedy or upon the Buyer entering into any composition or arrangement with its creditors or passing a resolution for winding up the entering into liquidation (whether voluntary or compulsory) or any similar arrangement or a Receiver is appointed of the Buyer’s assets, UKS Distribution shall be entitled without prejudice to its other rights hereunder to suspend all further deliveries and / or determine the contract or any unfulfilled part thereof and the Buyer shall be responsible for any resulting loss to UKS Distribution.

**12. PATENTS**

Notwithstanding any implied warranty or condition as to title or otherwise in relation to the goods supplied hereunder, UKS Distribution shall not be liable to indemnify the Buyer in respect of any claim made or threatened against the Buyer by a Third Party whether by legal proceedings or otherwise based on a right claimed under letters, patent, trade-mark, copyright (whether registered as a design or not) or breach of confidence unless:

12.1 UKS Distribution shall have been promptly notified of the claim or threat and no admissions shall have been made by the Buyer such as would prejudice the defence of any such claim or threat.

12.2 The goods shall have been designed by UKS Distribution or made to its design. In any event UKS Distribution’s liability shall be limited to damages and costs awarded by a Court of competent jurisdiction in proceedings conducted in accordance with the wishes of UKS Distribution or such sum as may be paid in compromise of such proceedings with the assent of UKS Distribution.

**13. ASSIGNMENT**

Unless there is advance written agreement, the Buyer shall not assign or transfer or purport to assign or transfer the contract or the benefit hereof to any other person.

**14. SUB CONTRACTS**

UKS Distribution reserves the right to sub contract the performance of the contract or any part thereof.

**15. GENERAL**

15.1 Notices

Any notice given under the provisions of this agreement shall be in writing and shall be deemed to have been sufficiently served if delivered personally or sent (within the U.K.) by first class post or (outside the U.K.) by airmail and the address of service shall be that shown in this agreement or such other address as the relevant party shall notify from time to time. Any notice served by first class post shall be deemed to have been served 48 hours after the date of despatch, any notice served by airmail shall be deemed to have been served 10 days after the date of despatch.

15.2 Waiver

The waiver by UKS Distribution of any breach of any term hereof shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

15.3 Severance

Each of the Buyer’s obligations hereunder shall be a separate and independent obligation.

15.4 Titles

The titles of the Clauses hereof shall not be taken into account in the construction hereof.

15.5 Governing Law

Any contract to which these terms relate shall be governed by English Law and the parties shall submit to the sole jurisdiction of the English Courts.

15.6 Optimal Automotive GmbH Products

UKS Distribution supply Optimal Automotive GmbH products with the suggestion that they are sold onwards to UK based companies only.