



DUOMO (UK) LTD. STANDARD TERMS & CONDITIONS OF SALE

1. General

These Terms and Conditions shall apply unless otherwise specifically agreed in writing by both parties. No contracts are entered into by us except upon these terms. These Terms and Conditions shall override any Purchaser's Conditions and the fact that the Purchaser has accepted our Tender deems to invalidate his Conditions of Purchase.

2. Period of Tender

Quotations, unless previously withdrawn, are conditional upon acceptance in writing within thirty days of the date thereof or such longer period as may be agreed upon in writing. Any alteration of the specification by the purchaser subsequent to acceptance of an estimate shall be the subject of a separate contract.

3. Prices

All prices are strictly net, ex works and are subject to alteration without notice. Because of fluctuations in material and labour costs, we regret that we are unable to guarantee delivery at the prices quoted and consequently any order is accepted on the understanding that the goods will be invoiced at the prices prevailing at the date of despatch. Minimum order charge: orders valued at less than £10.00 for delivery within the UK will be invoiced at £10.00.

4. Carriage and Packing

Carriage and packing will be charged extra unless otherwise agreed.

5. Payment

Payment by customers with an approved credit account is net thirty days from the date of invoice. Payment by other customers must be cash with order (C.O.D), by credit card or by Pro Forma Invoice. THE TITLE OF GOODS SUPPLIED DOES NOT PASS TO THE PURCHASER UNTIL SUCH TIME AS PAYMENT IN FULL FOR SUCH GOODS HAS BEEN RECEIVED. Payments not made when due shall bear interest of 8% p.a. above Base Lending Rate until paid. The seller reserves the right to recover any goods not paid for, or items of equal value, and the consequences of such recovery shall bear on the purchaser. The purchaser shall agree access to any building or area (either with or without vehicles) where goods supplied by the seller may be stored or processed to allow such recovery or inspection (and, if appropriate, to detach them from other items to which they may be howsoever attached).

6. Delivery

Delivery dates for items temporarily out of stock are given as estimates, and we will endeavour to despatch all orders within the time specified but we cannot guarantee the date of despatch nor assume responsibility for loss resulting from delay from any cause whatsoever. Any times quoted for despatch are to date from receipt, by the vendor, of a written order to commence, and of all necessary information. We reserve the right to deliver in more than one shipment at our discretion.

7. Telephoned Orders

Telephoned orders will be accepted only if an official order number is quoted. In all cases, telephoned orders should be confirmed in writing by Fax or Email. The written order must clearly state 'confirmation' to avoid duplication.

8. Scheduled Orders

Orders can only be accepted for scheduled delivery where the value of each shipment is not less than £10.00 net.

9. Penalty Clause

Penalty clauses on customer's orders or contracts cannot be accepted unless a specific undertaking in writing is secured from us covering each order or contract concerned. Such an undertaking will not be regarded as valid unless signed by a Director of Duomo (UK) Ltd.

10. Cancellations

Cancellations of orders will not be accepted unless notified in writing and Duomo (UK) Ltd reserves the right to make a cancellation charge based on the expenses involved in handling the order to date of cancellation.

11. Technical Data

Whilst every effort is made to ensure the accuracy of technical data given, we cannot accept liability in respect of any contingency arising from errors or omissions.

12. Claims

We cannot be held liable for any costs incurred or consequential loss or damage due to faulty equipment supplied by us, or as a result of any service performed or advice given by Duomo (UK) Ltd., or by a sub-contractor working on our behalf.

13. Faulty Goods

No liability can be accepted for components whose performance does not meet the data sheet specification, or otherwise faulty, until such time as the product is returned to Duomo, a written assessment has been received after thorough testing by Duomo (UK) Ltd. Faulty goods must be notified to Duomo and returned to Duomo (UK) Ltd. within fourteen days of the date of despatch.

14. Incorrectly Ordered Goods.

No liability whatsoever can be accepted for incorrectly ordered goods.

15. Damage

Damage caused in transit must be notified in writing to both Duomo (UK) Ltd., and the carrier within three days of receipt, failing which no liability will be accepted. The original packaging material must be retained and produced for inspection.

16. Loss

In the event of non-delivery, no claim can be entertained unless Duomo (UK) Ltd is informed in writing within ten days of the date of invoice.

English law will apply to all disputes. Updated October 2008

