

# Star Uretech Terms and Conditions of Sale

## 1. General

- 1.1 Any quotation or estimate provided by Star Uretech Limited (“the Company”) is not an offer and may be withdrawn or revised at any time.
- 1.2 An order placed by a customer (“the Customer”) is only binding once the Company confirms acceptance in writing.
- 1.3 These Conditions apply to all contracts for the supply of goods and/or services by the Company. Acceptance of goods or services is deemed acceptance of these Conditions.
- 1.4 Any terms supplied by the Customer that conflict with these Conditions are excluded, unless agreed in writing by the Company.

## 2. Prices

- 2.1 Unless otherwise agreed in writing, prices are those in the Company’s published price list at the date the Customer’s order is received.
- 2.2 Prices exclude VAT, which will be charged at the applicable rate.
- 2.3 Prices are ex-works. Carriage, pallets, and special delivery costs are charged extra. Pallets remain the Company’s property and must be returned on request.

## 3. Specifications

- 3.1 Any information provided in technical documents, brochures, or price lists is given in good faith but is approximate only.
- 3.2 The Customer is responsible for ensuring that the goods are suitable for their intended use and acknowledges that it has not relied on any representation made by the Company outside of these Conditions.

## 4. Payment

- 4.1 Unless otherwise agreed, payment is due by the last day of the month following the month of invoice. Time for payment is of the essence.
- 4.2 Late payments may result in suspension of further deliveries and will attract interest at the higher of:

- 8% per annum above HSBC base rate, or
- statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.3 The Company has a lien on all goods and property belonging to the Customer in its possession until payment is made in full. After 14 days’ notice, the Company may sell such goods to recover debts.

## 5. Risk and Title

- 5.1 Risk passes to the Customer on delivery.
- 5.2 Title to goods remains with the Company until all sums due from the Customer are paid in full.
- 5.3 Until title passes:

- The Company may repossess the goods without notice if payment is overdue or insolvency occurs.
- The Customer must store the goods separately, marked as Company property, and allow inspection on request.

## 6. Intellectual Property

- 6.1 Where goods are made to the Customer’s design or specification, the Customer indemnifies the Company against any claim for infringement of patents, copyrights, or design rights.

## 7. Delivery and Performance

- 7.1 Delivery will be made to the address specified by the Customer.

- 7.2 Any delivery dates are estimates only. Time is not of the essence unless agreed in writing.
- 7.3 The Company is not liable for delays caused by circumstances beyond its reasonable control (e.g., strikes, shortages, breakdowns, fire, flood, government restrictions, or pandemics).
- 7.4 If the Customer fails to accept delivery within 7 days of notification, the Company may charge for storage, insurance, or disposal.

## 8. Warranty and Liability

- 8.1 The Company warrants that goods are free from defects in material and workmanship for **30 days from delivery** (the “Warranty Period”).
- 8.2 Claims must be made in writing within 7 days of discovering a defect and goods must be returned carriage paid.
- 8.3 If goods are found defective within the Warranty Period, the Company will replace them free of charge. This is the Customer’s sole remedy.
- 8.4 The Company’s total liability is limited to the contract price of the goods or services supplied.
- 8.5 The Company is not liable for indirect or consequential losses (including loss of profit, production, or opportunity).
- 8.6 Nothing in these Conditions excludes liability for death or personal injury caused by the Company’s negligence, or statutory rights under section 12 of the Sale of Goods Act 1979.

## 9. Damage or Loss in Transit

- 9.1 Claims for damage or shortage must be notified in writing to both the carrier and the Company within 3 days of delivery.
- 9.2 Claims for loss in transit must be notified within 3 days of receiving the related invoice.
- 9.3 Subject to acceptance, the Company will replace goods lost or damaged in transit free of charge.

## 10. Termination

The Company may suspend or cancel any contract if the Customer:

- breaches these conditions;
- becomes insolvent, bankrupt, or enters into arrangements with creditors;
- has a receiver or administrator appointed; or
- is unable to pay debts as they fall due.

## 11. Severance

If any part of these Conditions is found invalid or unenforceable, the remainder shall remain in full force and effect.

## 12. Waiver

Failure by the Company to enforce any right does not waive that right.

## 13. Assignment

The Customer may not assign any contract without the Company’s prior written consent.

## 14. Governing Law

These Conditions are governed by English law, and the parties submit to the non-exclusive jurisdiction of the English courts.