



Elite Antennas Ltd
Unit 4 Amtex Building
Southern Avenue
Leominster
Herefordshire
HR6 0QF
UK

E-mail: sales@elite-antennas.com
Tel: +44(0)1568 612050

Conditions of Sale

All Goods manufactured and supplied by or on behalf of Elite Antennas Limited (herein referred to as the "Company") are sold to the Purchaser on the following Terms and Conditions:

1. Quotations

All valid quotations are confirmed by the Company in writing. Valid quotations not accepted by the Purchaser within thirty days from the date thereafter are subject to reconfirmation by the Company. The Company reserves the right to withdraw a quotation without notice within that period.

2. Prices

All prices quoted are ex-factory unless stated otherwise, exclusive of value added tax or any other taxes, levies or duties which shall be borne by the Purchaser. Prices may vary following changes in costs.

3. Payments

Credit payment terms will be agreed only after approval of a signed account application form and confirmation from referees. Agreed terms will be strictly applied to enable a low pricing structure to be maintained. If the Purchaser fails to make payment on the due date, the Company shall be entitled to suspend deliveries or to cancel the order without prejudice to any rights against the Purchaser. The Company shall be entitled to recover any expenses involved in such cancellation. The Company reserves the right to charge interest of 1% per calendar month on overdue accounts or to charge interest and fees as set out in the UK Legislation on the Late Payment of Commercial Debts.

4. Orders

All orders received by the Company are subject to acceptance by the Company.

5. Delivery

Delivery dates are given in good faith and will be adhered to where possible but no liability will be accepted for subsequent unforeseen delays, as scheduled dates for delivery are estimates only. The Company reserves the right to change shipping prices from that originally stated when caused by errors or changes in rates supplied by the Company's shipping agents.

6. Shortages

The Purchaser must notify the Company of any shortages in any Goods delivered within three days of delivery. The Company will either credit the value or replace such Goods at their discretion.

7. Title

Goods shall remain the property of the Company until the total invoice amount including VAT has been paid. Part-payment of invoices or resale of Goods does not compromise the Company's full title to the Goods.

8. Risk

Goods supplied shall be at the Purchaser's risk immediately upon dispatch. The Company takes no responsibility for damage during transportation and loading/ unloading.

9. Divisibility

If the Goods are delivered by instalments the Company shall be entitled to invoice for each partial delivery as and when delivered and payment shall be due in respect of each delivery, notwithstanding non-delivery of any other instalments or other default by the Company.

10. Product Design

Goods sold may vary in size and appearance and the Company does not guarantee to supply the exact Goods as shown in the sales literature. The Company reserves the right to alter or improve any Goods without notice.

11. Supply

The Company will not be held liable for any delay in delivery that may be interrupted or stopped due to reasons beyond the control of the Company.

12. Damage

The Purchaser must carefully inspect the Goods on delivery and sign the delivery note accordingly. Signing the delivery note as "unchecked" will be deemed by the Company that the Goods are in accordance with the contract. In case of any defects found with the Goods the Purchaser must contact the Company within three days of arrival by email (subject to confirmation) or letter giving full details. The Company reserves the right to limit damage claims to a credit note for the value of the defective Goods. Should the Purchaser fail to give notice within three working days of delivery, the Goods shall be deemed to be in all respects in accordance with the contract and the Purchaser shall be bound to accept and pay accordingly. Any defective Goods must be held for inspection and must not be disposed of unless agreed by the Company. Whether defective Goods are collected after credit or not is at the discretion of the Company. The Purchaser cannot place the Company under any obligation to collect defective Goods.

13. Cancellations

Order cancellations are at the sole discretion of the Company: any requests must be made in writing. Cancellations will not be accepted by the Company for orders relating to Goods being supplied by direct delivery containers from overseas suppliers, orders for Goods made to the Purchaser's specification, orders for Goods already loaded for dispatch or orders for Goods already in transit to the Purchaser. The Company reserves the right to make the Purchaser responsible for all of the costs incurred in such cancellation or 20% of the invoice value, whichever is the higher amount.

14. Documentation

All documents prepared by the Company in connection with the manufacture, use or sale of any Goods manufactured and supplied by the company to the Purchaser, are the property and copyright of the Company. The Purchaser shall not be entitled either directly or indirectly to make use of such documents, save in respect of the maintenance of the particular Goods to which they relate, without the prior approval of the Company.

15. Quality

Any issues with quality must be notified within 3 days of delivery and should be submitted in writing. If the item is found to be faulty it will either be replaced or a credit note issued. The Company reserves the right to inspect any Goods that are the subject of such claims.

16. Liability

The Company's liability in respect of one claim or in the aggregate arising out of any contract shall not exceed the purchase price payable under the contract. Except as specified in these conditions no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person or company, or for any loss of profits or delay in production arising out of or occasioned by any defect in, or failure of Goods or materials or parts thereof supplied by the Company.

17. Warranty

Goods supplied are warranted against manufacturing defects for 12 months from delivery (or for an alternative period by prior agreement). Any manufacturing defect which becomes apparent must be notified within the warranty period. Goods which have been substantially altered or misused, improperly installed, improperly maintained or incorrectly used in conjunction with other equipment will not be considered for replacement or repair under warranty. Unless otherwise agreed in writing the warranty will be limited to the place of business (as specified on the order) of the Customer. Defects arising from drawings, designs and specifications supplied by the customer will not be covered by this warranty. Consequential loss or damage is not covered by this warranty.

Unless otherwise agreed Goods for repair under warranty must be returned to the Company at the Purchaser's cost. No charge will be made for warranty services performed at our factory. Goods repaired under warranty will be returned to the Purchaser at the Company's cost.

Where Goods are supplied ex-works damage in shipment is not covered by this warranty.

No liability will be accepted if the full price of the Goods has not been paid on the date due for payment. The Company shall not be under any liability for any delay, loss or damage caused wholly or in part by an Act of God, Government restriction, condition or control or any other occurrence beyond the reasonable control of the Company.

18. Force Majeure

The Company shall be under no liability for any delay, loss or damage caused wholly or in part by an Act of God, Government restriction, condition, or control or any other occurrence beyond the reasonable control of the Company.

19. Inco Terms

Trade terms such as Ex works, FOB, CIF etc and any other such terms shall have the meanings defined and interpreted by Incoterms 2000, ICC, as amended thereafter from time to time.

20. Communications

Calls made to and from the Company may be recorded.

21. Validity

These Terms and Conditions have precedent over a Purchaser's conditions written or implied.