



TERMS AND CONDITIONS OF SALE

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our website www.ultrauto.co.uk (our site) to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1. INFORMATION ABOUT US

www.ultrauto.co.uk is a site operated by Wipac Limited, trading as Ultra Auto Design (we). We are registered in England and Wales under company number 00958139 and with our registered office and main trading address at London Road, Buckingham MK18 1BH. Our VAT number is GB704 7400 63.

2. SERVICE AVAILABILITY

Our site is only intended for use by people resident in the United Kingdom.

3. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts;
 - (b) You are at least 18 years old;
 - (c) You are resident in the United Kingdom; and
 - (d) You are accessing our site from the United Kingdom.
4. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**
Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and such acceptance will be confirmed in one of the following ways:
- (a) if you are paying by credit card, you will receive an e-mail acknowledging receipt of your order from www.ultrauto.co.uk.
 - (b) if you are a Business Customer (as defined in clause 6.1 below) holding a credit account with us you may print off your own order acknowledgement from our site.
- 4.2 The contract between us (Contract) will only be formed once acceptance of your order has been confirmed in accordance with clause 4.1.

5. OUR STATUS

We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

6. CONSUMER RIGHTS

6.1 You shall be contracting as a consumer (Consumer) if you are not acting for the purposes of your business, trade or profession in purchasing Products from us. Otherwise you shall be contracting as a business customer (Business Customer).

6.2 If you are contracting as a Consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below).

6.3 To cancel a Contract, you must inform us in writing. You must also return the Products to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

This provision does not affect your statutory rights.

7. AVAILABILITY AND DELIVERY

Your order will be fulfilled by the delivery date set out in the order acknowledgement or, if no delivery date is specified, then within 30 days, unless there are exceptional circumstances.

8. RISK AND TITLE

8.1 The Products will be at your risk from the time of delivery.

8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

8.3 If you are contracting as a Business Customer, ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges, together with all other sums which are or which become due to us from you on any account.

8.4 Until ownership of the Products has passed to you, if you are contracting as a Business Customer, you must:

- (a) hold the Products on a fiduciary basis as our bailee;
- (b) store the Products (at no cost to us) separately from all your other goods and any goods of any third party in such a way that they remain identifiable as our property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;
- (d) maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us.

8.5 If you are contracting as a Business Customer, you may resell the Products before ownership has passed to you solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of your business at full market value; and

(b) any such sale shall be a sale of our property on your own behalf and you shall deal as principal when making such a sale.

8.6 If you are contracting as a Business Customer, your right to possession of the Products shall terminate immediately if:

- (a) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency; or
- (b) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe or perform any of your obligations under the Contract or any other contract between us and you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

8.7 If you are contracting as a Business Customer, we shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from us.

8.8 If you are contracting as a Business Customer, you grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.

8.9 If you are contracting as a Business Customer, where we are unable to determine whether any Products are the goods in respect of which your right to possession has terminated, you shall be deemed to have sold all goods of the kind sold by us to you in the order in which they were invoiced to you.

8.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 8 shall remain in effect.

9. PRICE AND PAYMENT

9.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

9.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Delivery Guide <http://www.ultrauto.co.uk/samedayshipping/tabid/304/default.aspx>

9.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you or given you the opportunity to print an order acknowledgement.

9.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

9.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you or given you the opportunity to print an order acknowledgement, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

9.6 Unless you are a Business Customer holding a credit account with us, payment for all Products must be by credit or debit card or Paypal. We accept payment with the following cards: Visa, Mastercard, Delta, Maestro and Amex. Your credit or debit card will be charged when you click on the "BUY" button.

10. OUR REFUNDS POLICY

10.1 When you return a Product to us:

- (a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 6.1), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.
- (b) for any other reason (for instance, because we have notified us in accordance with clause 19 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we

confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

10.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

11. OUR LIABILITY

11.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

11.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

- 11.3 This does not include or limit in any way our liability:
- (a) For death or personal injury caused by our negligence;
 - (b) Under section 2(3) of the Consumer Protection Act 1987;
 - (c) For fraud or fraudulent misrepresentation; or
 - (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) loss of data, or
- (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this clause 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 11.4.

11.5 Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

12. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. NOTICES

All notices given by you to us must be given to Ultra Auto Design at mail@ultrauto.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

14.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or host or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) Impossibility of the use of public or private telecommunications networks.

(f) The acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. WAIVER

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

17. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. ENTIRE AGREEMENT

18.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

18.3 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you or give you an opportunity to print an order acknowledgement (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

20. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.