EUKIMPEX's TERMS & CONDITIONS 2026

1. DEFINITIONS:
In these Conditions of Sale:
"the Buyer" means the person who buys or agrees to buy the Goods from EUKIMPEX LTD ;
"the Contract" means the contract (of which these Conditions of Sale form part) for the sale of the Goods by EUKIMPEX LTD to the Buyer;
"the Goods" means the goods which EUKIMPEX LTD is to supply in accordance with the Contract and any reference to "the
Goods" shall, where appropriate, include a reference to part of them; and
"EUKIMPEX LTD" means EUKIMPEX LTD (company number 10204202), whose registered office is at 124 City Rd, London, EC1V2NX or any assignee of EUKIMPEX LTD.

2. TERMS OF SALE

2.1 All quotations given by EUKIMPEX LTD are open for acceptance at the prices quoted by EUKIMPEX LTD within 1 month of the date of the quotation, unless otherwise agreed in writing.
2.2 The Contract forms the whole agreement between EUKIMPEX LTD and the Buyer and shall not be varied in any way unless done so in writing, signed by a director. No other servant or agent of EUKIMPEX LTD has any authority to make any representation or give any warranty relating to the Goods or to agree any variation to the Contract.
2.3 These Conditions of Sale override any other terms and conditions which the Buyer may propose to govern the Contract.
2.4 All specifications and descriptions in EUKIMPEX LTD catalogues and publicity material are illustrations only and do not form part of the Contract.

3. THE PRICE & QUANTITY VARIATION

3.1 Subject as set out below, the price of the Goods is the price stated in EUKIMPEX LTD quotation or such other price as is agreed by EUKIMPEX LTD and the Buyer
3.2 Where at any time before delivery of the Goods, there is an increase in the cost of raw materials or labour, EUKIMPEX LTD may adjust the price accordingly.
3.3. EUKIMPEX LTD reserves the right to deliver up to **30% more or less** than the quantity ordered. Such variations in quantity shall not be considered a breach of contract, and the Buyer **shall have no right to dispute, reject, or withhold payment** based on quantity variations within this range. In cases where quantity adjustments are made, the Buyer shall be charged accordingly based on the agreed unit price per item. Under no circumstances shall the Buyer have the right to withhold payment, including but not limited to cases of disputes, claims, or any other issues arising under this contract.

4. DELIVERY, ACCEPTANCE & RISK

4.1 Delivery of the Goods will be made by EUKIMPEX LTD delivering the Goods to the Buyer in accordance with the Buyer's delivery instructions, unless otherwise agreed in writing. Risk in the Goods shall pass to the Buyer upon delivery.
4.2 If the Buyer fails to accept the Goods or fails to give EUKIMPEX LTD adequate delivery instructions then the Buyer shall be liable for any resultant storage and insurance costs.
4.3 If the Buyer does not accept the Goods **within 21 days** of the first failed delivery attempt, the Buyer shall be liable for:
* **80% of the total order value**.
* **All incurred storage costs, haulage costs, and other logistics expenses** related to the failed delivery plus appropriate taxes, and the order shall be deemed cancelled.
4.4 Any delivery date or period quoted by EUKIMPEX LTD is a business estimate only and EUKIMPEX LTD shall be under no liability for any failure to meet such date or period. Time of delivery is not of the essence of the Contract.
4.5 Responsibility for the Goods remains with EUKIMPEX LTD until the moment the Buyer begins unloading the Goods. Before unloading, the Buyer must carefully inspect the Goods while they remain on the lorry and take photographic evidence of any visible damage.
4.6 If any damage is detected, the Buyer must record the details on the Delivery Note and notify EUKIMPEX LTD in writing. Failure to document damage before unloading shall result in the Buyer waiving any claims regarding delivery-related damage.
4.7 Once the Buyer starts unloading the Goods, all responsibility transfers to the Buyer. EUKIMPEX LTD shall not be liable for any damage, loss, or other issues occurring after unloading has commenced.
4.8 Any claim by the Buyer in relation to Goods damaged upon delivery or any shortage of Goods must be made in writing to EUKIMPEX LTD within 3 days of delivery.
4.9 If the Buyer fails to accept the Goods on the day selected by EUKIMPEX LTD for delivery, the Buyer shall be liable for demurrage charges.
4.10 EUKIMPEX LTD reserves the right to charge for demurrage once a vehicle has been held at a delivery location for more two hours. The £100 charge will be applied for every hour and part hour thereof that the vehicle is detained.
4.11 In the event of a failed delivery and the order (or part order) being returned to EUKIMPEX LTD, the buyer is to be charged £25 per week (per pallet) for storage and a charge for redelivery (based on location).
4.12 The Company utilizes independent third-party haulage contractors and logistics providers for the delivery of Goods; consequently, the Company shall not be held liable for the conduct, behavior, omissions, or verbal or written statements made by any third-party drivers, including any unauthorized signatures, consents, or representations expressed by such individuals. These drivers are not employees or authorized agents of the Company, and the Company assumes no responsibility for any disputes arising from their actions or professional demeanor. In the event of a dispute or claim involving a driver's conduct, the Buyer's sole recourse shall be against the relevant haulage company; upon written request via email, the Company will provide the Buyer with the contact details of the third-party carrier to facilitate a direct claim.

5. **CANCELLATION**

5.1 The Buyer shall be liable to pay a cancellation charge if an order is cancelled after EUKIMPEX LTD has commenced production, procured raw materials, or if the order has become irreversible for any reason (including custom orders, special procurement, or manufacturing commitments).
5.2 If cancellation occurs under the clause 5.1 and the delivery does not take place, the Buyer shall be liable for 50% of the total order value, covering EUKIMPEX LTD's costs for production, procurement, and administrative expenses.
5.3 If cancellation occurs after the order or any part of it has been fully completed, the Buyer shall be liable for 80% of the order value, plus any additional costs related to storage, disposal, or resale of the goods. If the delivery of the goods has already been scheduled, the buyer's liability will be determined according to Clause 4.
5.4 EUKIMPEX LTD retains sole discretion to accept or refuse a cancellation request. A cancellation request must be submitted in writing, and acceptance of cancellation shall only be valid when confirmed in writing by an authorized representative of EUKIMPEX LTD.

6. PAYMENT

6.1 Unless otherwise agreed in writing between the parties, payment is to be made within 21 days of the date of EUKIMPEX LTD invoice. Interest will be chargeable on any sums overdue at the rate (after as well before judgement) of 98% per annum over the base rate determined by the national government from time to time from the day any sum becomes overdue until the sum due is paid with interest.
6.2 Upon placing an order with EUKIMPEX LTD, the buyer becomes liable to pay the seller in full for any outstanding orders, and associated costs.
6.3 The time of payment of the price is of the essence of the Contract and failure to make any payment to EUKIMPEX LTD on the due date shall entitle EUKIMPEX LTD at its option to treat the Contract as repudiated and act accordingly (including to suspend delivery of Goods).

7. OWNERSHIP

Ownership of the Goods supplied will remain with EUKIMPEX LTD until paid for in full by the Buyer and no other amounts are owed by the Buyer to EUKIMPEX LTD in respect of other Goods supplied.

8. WARRANTIES & LIABILITY

8.1 The Buyer must carefully examine the Goods immediately on delivery of them and must notify EUKIMPEX LTD in writing of any damage or defect within 3 days of any defect after the delivery. After such period of, the Buyer's rights under clause 8.2 below are excluded.
8.2 Subject to clause 8.1 above and as stated below, in the event that any Goods shall prove to be defective (by reason of faulty materials and/or workmanship) EUKIMPEX LTD shall at its option discount, replace or repair the defective Goods or refund the purchase price. The performance by EUKIMPEX LTD of any one of the above options shall constitute an entire discharge of EUKIMPEX LTD liability under this clause 8.2.
8.3 Save as provided in clause 8.2 above, all conditions, warranties and representations, express or implied, as to the quality or fitness for any purpose of the Goods are hereby expressly excluded. EUKIMPEX LTD shall be under no liability for any loss or damage (whether direct, indirect or consequential) howsoever arising which may be suffered by the Buyer.
8.4 EUKIMPEX LTD shall **not be liable** for any claims, disputes, or issues arising from the **use, installation, or performance of construction materials or works**, including any claims made by **third parties, contractors, or end customers** of the Buyer. The Buyer is solely responsible for ensuring that **all materials are installed correctly and in accordance with industry standards, manufacturer guidelines, and relevant Certification requirements**. It is the **sole responsibility of the Buyer** to verify that all products comply with **all applicable laws, regulations, and certification requirements** before selling, distributing, or installing them.
8.5 EUKIMPEX LTD excepts no liability for loss or damage to any structural or internal areas, any loss of revenue, cost of relocation, consequential loss, loss of profit, indirect loss, direct loss, or any other loss except the cost to replace the product.
8.6 In the event that, notwithstanding any other provisions in the Contract, EUKIMPEX LTD is found liable for any loss or damage suffered by the Buyer, that liability shall in no event exceed the purchase price of the defective, damaged or undelivered Goods which gave rise to the liability as determined by the price invoiced by EUKIMPEX LTD.
8.7 Nothing in this Contract shall affect the liability of EUKIMPEX LTD for death or personal injury caused by its negligence.

9. MISCELLANEOUS

9.1 The Buyer warrants that any design or instruction given or furnished by or on behalf of the Buyer to EUKIMPEX LTD in connection with this Contract shall not be such as will cause EUKIMPEX LTD to infringe any letters, patents, registered design, copyright or registered trademark in the execution of the Contract. The Buyer shall indemnify EUKIMPEX LTD against any infringements which may arise out of any such design or instruction.
9.2 All drawings, plans, designs and schedules drawn up by EUKIMPEX LTD remain the property of EUKIMPEX LTD and may not be used or reproduced or submitted by the Buyer to a third party without the express permission of EUKIMPEX LTD in writing.
9.3 Unless otherwise agreed, any tools, dyes and moulds will be purchased by the Buyer and will be held to the
Buyer's order by EUKIMPEX LTD Such components must conform to EUKIMPEX LTD' production requirements.
9.4. These Terms and Conditions are effective without the need for a signature and are mutually agreed upon by both parties as the exclusive terms governing the trading relationship. By placing an order or accepting deliveries from Eukimpex Ltd., the buyer acknowledges and accepts these terms as binding.
9.5.The Buyer consents to EUKIMPEX LTD contacting them by email with information about its products, services, and promotional offers. The Buyer also agrees that EUKIMPEX LTD may use their email address to send essential service communications, including but not limited to order confirmations, invoices, statements, delivery updates, and other information necessary for the performance of the contract. The Buyer may withdraw consent to receive marketing communications at any time by contacting EUKIMPEX LTD at info@eukimpex.com; withdrawal of marketing consent will not affect the receipt of essential service communications. Personal data will be processed in accordance with applicable UK data protection legislation and EUKIMPEX LTD's Privacy Policy T&C's.
9.6 The Company reserves the right to amend, update, or replace these Terms and Conditions at any time, including the addition, removal, or paraphrasing of specific clauses. By continuing to place orders or accept deliveries, the Buyer agrees to be bound by the most current version of these Terms, which will be deemed accepted upon the issuance of any subsequent invoice. The prevailing version of the Terms and Conditions will be made available for review on the Company's website and referenced on all invoices issued; it remains the Buyer's responsibility to review these sources regularly to ensure ongoing compliance and familiarity with the latest provisions.

10. TERMINATION

10.1 Without prejudice to EUKIMPEX LTD other rights and remedies under the Contract, EUKIMPEX LTD shall be entitled to terminate this Contract by written notice if:
(a) The Buyer becomes insolvent, is the subject of winding up proceedings (whether voluntary or involuntary), goes into liquidation, enters into a composition with its creditors or has an administrator appointed or has a receiver appointed over the whole or any part of its undertaking or assets or any of the foregoing events is threatened; or
(b) the Buyer is in breach of any of its obligations under the Contract and fails to remedy the breach to the satisfaction of EUKIMPEX LTD (within 14 days of being required in writing to do so by EUKIMPEX LTD).

11. ASSIGNMENT

EUKIMPEX LTD may assign its rights and obligations under the Contract to any holding company or subsidiary company of EUKIMPEX LTD or of such holding company ("holding company" and "subsidiary" being the meanings given to them by Section 736 of the UK Companies Act 1985 as amended).

12. GOVERNING LAW

The construction, validity and performance of this Contract shall be governed in all respects by English law

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