

Nordvest UK Ltd

Terms and Conditions of Sale



In these General Conditions Nordvest UK Ltd is referred to as "the Company" the person whom the Company is selling to as "the Buyer" and the goods materials equipment or products. All sales made and all orders accepted are subject to the following conditions.

1 VARIATION OF CONDITIONS

No amendment or charge shall be made in these conditions except by agreement in writing signed by an official of each party.

2.1 PRICES

In the case of all products sold unless the contract expressly provides otherwise the price payable by the buyer for each delivery shall be the Company's ruling price at the date of despatch to which shall be added any Value Added Tax or any other Tax or duty relating to the manufacture transportation import sale or delivery of the products together with any appropriate freight carriage or related charges specified in the relevant carriage tariff at the date of despatch.

2.2 QUOTATIONS

(A) All quotations unless contrary intention appears on the face thereof are open for acceptance for a period of twenty-eight days from the date thereof. Any acceptance received late may be accepted by the Company at its discretion in which case it shall be binding upon the buyer.

(B) Clerical errors and or omissions in the Company's quotation acknowledgement or invoice shall be rectified by the Company as soon as discovered and such errors and omissions shall not be binding upon the Company nor permit the buyer to vary the contract or any of its terms.

2.3 REJECTION OF ORDERS.

The Company reserves the right to reject an order on giving written notice thereof to the buyer within seven days of the receipt of the order. In the event of such rejection no liability shall accrue to the Company.

3 PACKING & DELIVERY

Prices do not include the cost of any special packaging that will be charged for separately. Requirements for special transportation, such as Lorries with tail lifts and crane must be notified to the Company when ordering.

4 PROCESSING OF PRODUCTS

Where the Company agrees to process the product for the buyer the Company may at its option sub-contract such processing work to a Third Party and in such instance the Third Party's contract conditions (if any) shall apply and bind the buyer in circumstances where he has been given notice thereof prior to the sub-contract work being performed.

5 PAYMENT OF ACCOUNTS

If the Buyer does not have a credit account the Company will require 50% of the order price quoted when the order is placed. The remaining 50% will require to be paid 7 days before delivery. Payment can be made either by cash, cheque or by Switch or Solo. Credit card payments will incur additional charges. The Company will be happy to offer a credit account subject to completion of a credit application and submission of trade references. As the Company insure all invoices through an agent, the operation of a credit account will be on the basis of *their* (the insurers) approval. This will normally take 7 to 10 days to complete and should the facility offered fall below that required then the Company will ask for settlement before delivery of the balance not covered by the factoring agent. To ensure there are no delays in delivery of the order the Company ask that you notify the Company of any requests to open a credit account at the earliest opportunity. Processing credit applications from businesses other than limited liability companies is more difficult and our factors may request provision of financial information which would normally not be available from Companies House. No order will be processed where a credit account is requested until approval is granted by the factoring agent. Interest on late payments will be charged in accordance with the Commercial Debts (Interest) Act 1998.

5.1 LATE PAYMENTS

Accounts that are more than 60 days overdue will be passed on to our insurers for collection and the following charges will apply:
Outstanding balance less than £25,000 6% charge.
Outstanding balance more than £25,000 4% charge.

6.1 PROPERTY AND RISK

- (A) The risk in the products shall pass to the buyer when the product is loaded on to the buyer's carrier vehicle or when delivered to the buyer's order whichever is sooner.
- (B) The ownership of the product shall remain with the Company, which reserves the right to dispose of the material, until payment in full for the product has been received by it in accordance with the terms of this contract. Ownership of the product remains with the company notwithstanding re-sale to a third party.
- (C) If payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or re-sell the product (or any of it) and may enter upon the buyer's premises by its servants or agents for that purpose.
- (D) If any of the product is incorporated in or is used as material for other goods before payment, the property in the whole of such goods shall be and remain with the Company until payment has been made or the other goods sold by way of bona fide sale at full market value and all the Company's rights in the product shall extend to those other goods.
- (E) Until payment in full is made by the buyer to the Company in respect of any indebtedness arising other than from failure to pay for the product the subject matter of this order, ownership of the product shall remain with the Company.
- (F) The buyer shall pending payment to the Company in full retain the proceeds of sale of the product or any item incorporating the product in a separate account. Such proceeds of sale shall be and shall remain the property of the Company until payment is made.
- (G) Until payment is made in full the buyer on being given written notice by the Company to this effect shall store the product in such a place and such a way as shall clearly identify the same as the property of the Company.
- (H) Notwithstanding the foregoing the Company may at its election and in its absolute discretion by notice in writing to the buyer transfer the property in the product to him.

6.2 PRODUCT AVAILABILITY

- (A) All offers to supply products from stock are subject to the products being available at the time of receipt by the Company of the buyer's order.
- (B) Where the product is not in stock at the date of receipt of the buyer's order then this contract shall not be binding upon the Company unless and until the product has been safely delivered to the Company's premises or otherwise accepted by the Company as being under its control. Any increase occurring after the date hereof in the rate of insurance or other charge, tax, levy duty or imposition charged to the Company relating to the product shall be reimbursed to the Company by the buyer.

7 DELIVERY BY INSTALMENTS

In all cases where the contract provides for delivery by instalments or part delivery shall be deemed to be a separate contract and cancellation of any one instalment or part delivery shall not avoid or affect contracts as to the other instalments or part deliveries.

8 BUYER'S DEFAULT

The Company may at its option, cancel or withhold all further deliveries under the contract in the event that any debt is due and payable to the Company by the buyer but is unpaid or in the

event that the buyer being an individual or firm shall become bankrupt or being a company shall enter into liquidation or appoint or have appointed a receiver or, in the case of such person, shall enter into an arrangement or composition with his or its creditors.

9 NON-DELIVERY AND DELAY

- (A) Dates for delivery are approximate and unless the parties agree in writing otherwise time shall not be of the essence of the agreement.
- (B) The Company shall not be liable for any direct or indirect loss arising from non-delivery or delay in delivery of any products as a result of any cause beyond the Company's reasonable control. The buyer shall have no right to cancel any order nor to refuse delivery of any consignment on the grounds of delay or non-delivery resulting from such a cause.
- (C) Where a delay in delivery or the non-delivery is due to a cause within the Company's reasonable control the Company's liability and the buyer's exclusive remedy shall be limited to the right to cancel the contract to the extent only of the products affected.

10 LOSS OR DAMAGE IN TRANSIT

- (A) Save in cases where the Company is responsible for the delivery of the product it shall not be liable for any, damage, shortage or loss in transit or in respect of any claim consequential thereon.
- (B) In cases where the Company is responsible for the delivery of the product the buyer shall notify the Company in writing of any shortage, damage or loss in transit within 3 days of the date of receipt.
- (C) In cases where notice is given under (B) hereof the Company's liability shall be limited to the cost of the product so damaged lost or in short supply. The Company shall not be liable for any consequential loss save in cases where the buyer has given notice in writing to the Company at the time of placing the order of the nature and extent of any claim liable to arise from loss or damage in transit.
- (D) In cases where the Company is responsible for delivery of the product the buyer shall be responsible for providing labour for the purpose of unloading and such unloading shall be at the buyer's risk. In the event of unloading being undertaken by the Company's employees either (A) pursuant to the buyer's instructions or (B) in the absence of instructions from the buyer, such unloading shall be at the buyer's risk.
- (E) The Company shall not be liable for any costs arising where the product has been exported outside mainland Britain without prior notification.

11 DEFECTS

- (A) Any defects in the product howsoever arising must be notified in writing to the Company by the buyer within 14 days of receipt.
- (B) In the event of such notice being received and the defects complained of being confirmed by the Company or by an independent expert the Company shall at its option either rectify the defects free of charge or allow to the buyer a credit in the amount of the defective products.
- (C) Where products are reported to be defective they must if required by the Company to be retained by the buyer for inspection by the Company. (D) Save as hereinbefore provided the Company shall be under no liability to the buyer in respect of any defects in the products.

12 STORAGE

- (A) The buyer shall give the Company instructions for delivery of the product not less than seven days before delivery is required and in all cases such notice must be reasonable.
- (B) If the buyer does not take delivery of the product at the appointed place and time the Company shall be entitled to store the product on the buyer's behalf and all charges for storage, insurance and demurrage thereby arising shall be payable by the buyer.
- (C) The Company shall be entitled to invoice the product in accordance with condition 5 hereof when the buyer has not taken delivery of them at the appointed place and time.

13 SUITABILITY OF GOODS

- (A) The customer assumes responsibility that the goods are suitable for his purpose except where the customer has stipulated in writing that he is relying on the Company's skills and judgement and the Company has accepted such a stipulation in writing.
- (B) Any indication as to the size, thickness, density or other description of the product is approximate or nominal only.

14 EXCLUSIONS AND LIMITATION OF DAMAGE

- (A) No condition of warranty or other undertaking is given whether express or implied (save in so far as the same by statute cannot be excluded) by custom common law, statute or otherwise in relation to the quality or workmanship of the products or the performance and delivery of the order nor in relation to the suitability of material supplied for a particular application whether notified by the buyer or not save as is hereinbefore set out. Any such condition, warranty or undertaking is hereby excluded for all purposes. Save as is hereinbefore provided the Company shall be under no liability to the buyer and under no circumstances howsoever arising shall the Company's liability to the buyer exceed the cost of the product to which any complaint relates. In particular the Company shall not be liable for any consequential loss howsoever arising. Any warranty attaching to products supplied would only attach following payment in full.
- (B) In no circumstances whatsoever shall the Company be liable to the buyer for loss or damage howsoever arising unless the buyer shall have followed the Company's and or the manufacturer's instructions (as the case may be) at all times. Further in any such case the Company's liability shall be limited as in 14 (A) hereof.
- (C) The Company reserves the right to void any warranties on Products and service not paid in full.

15 INDEMNITY

The buyer shall indemnify the Company in respect of all damage or injury occurring to any person or property or any loss consequential thereon and against all actions suits claims demands charges or expenses in connection therewith for which the Company may become liable in respect of the products the subject matter of this contract save in the event that such damage or injury shall have been occasioned by the negligence of the Company its servants or agents.

16 BUYER'S MATERIALS

Where the material or other property is supplied to the Company by the buyer or on behalf of the buyer (whether owned by the buyer or not) whether to be held or to be worked upon by the Company for the purpose of this contract the Company accept no responsibility for imperfect work caused by defects in, or the unsuitability of any material or property so supplied.

17 SCOTTISH LAW

These conditions and any contract made in accordance therewith shall be construed and take effect in accordance with Scottish Law and any such contract shall be deemed to have been made at Perth in Scotland.

18 INDULGENCE

- (A) The Company's rights shall not be prejudiced by any indulgence or forbearance expended to the buyer and no waiver by the Company of any specific breach of the buyer shall operate as a waiver of any other breach.
- (B) In the event that it shall be determined that any of these conditions shall be invalid or unenforceable for any reason whatsoever it is hereby declared and confirmed that such determination shall not affect any other provisions of these conditions all of which shall remain in full force and effect.