



## Terms & Conditions 2009

All dealings including all quotations and any other order placed following such quotation are subject to the following conditions of sale in which NEVILLE UK Plc is referred to as 'the Company'.

### 1 Validity of quotation

No order received from a customer by the Company and no purported variation of these terms shall constitute a contract until accepted in writing by the Company.

### 2 Prices

Prices quoted by the Company are those prevailing at the time but we reserve the right to make adjustments if necessary due to currency fluctuations, raw material or factory increases. Unless otherwise stated, all prices are exclusive of any applicable value added tax, for which the customer shall be additionally liable to the Company.

### 3 Payment

Approved credit account customers shall pay the price in full strictly NETT MONTHLY within **terms**. If payment is not made on or before the due date, the Company will charge interest at the rate of 8% per annum above the base lending rate of National Westminster Bank Plc from the due date for payment until the date of actual payment and shall further be entitled to statutory compensation pursuant to the Late Payment of Commercial Debts Regulations 2002.

### 4 Delivery

Delivery periods and dates are given in good faith, but are not the subject of any warranty or condition, and time shall not be of the essence of the contract in these respects. No liability will attach to the Company if delivery periods or dates are not met for any reason whatsoever. Please advise us of any non-delivery within 10 days of date of invoice and confirm in writing to enable us to claim under the carrier's terms. Any shortage or damage on delivery must be reported to us immediately and confirmed in writing within 3 days of delivery. For deliveries to third parties we do not accept liability for shortage or non-delivery unless we are given in advance the name of a specific person who will sign for the goods.

### 5 Warranty

The Company warrants that all goods supplied by it will correspond to their specification and will be free from defects in materials or workmanship for a period of 12 months from the date of delivery. The Company's obligation in the event of a breach of this warranty is limited to the repair or replacement of any defective goods, which shall be returned to the Company by the customer. This warranty is given in lieu of all other warranties or conditions expressed or implied (whether by statute or otherwise) and is subject to the following conditions:

5.1 Claims must be notified in writing to the Company within ten days from the date of delivery.

5.2 The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

5.3 The Company shall be under no liability if the defect or failure, in the reasonable opinion of the Company, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company's instructions, or alteration or repair of the goods without the Company's prior approval.

5.4 The Company shall be under no liability if the price for the goods has not been paid by the due date for payment.

5.5 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the customer shall be entitled only to benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

5.6 Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

5.7 All returns are discretionary. A restocking charge of **15% of the goods or £15 whichever is the greater** will apply to any authorised returns.

#### 6.0 Carriage Terms

Carriage paid terms: £200 carriage paid to UK (not NI)

Carriage paid to NI: £400

Carriage paid Channel Islands: £300

If orders are under this amount carriage charge:

UK (not NI): £6.95 (£5.95 if ordered online)

NI: £25

Channel Islands: £25

Carriage Terms (Eire)

Carriage paid terms: €500 carriage paid

If orders are under this amount carriage charge: €40

Special & Express deliveries will be charged extra – P.O.A.

#### 7.0 Risk

The risk in the goods shall pass to the customer on delivery to the customer or (if earlier) when possession of the goods is taken by a carrier for delivery to the customer.

#### 8.0 Force majeure

The Company shall not be liable to the customer, or deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods. If the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

#### 9.0 Reservation of title

9.1 The goods sold under these Conditions shall remain the absolute property of the Company and legal title in the goods shall remain vested in the Company until

payment in full of all amounts invoiced or due to the Company in respect of the Goods, or until the goods are resold by the customer, whichever shall first occur. In the event of sale of the Goods by the customer, the Company shall have the right to trace its title to the proceeds of sale of the Goods or any part thereof. In the event of the buyer becoming insolvent the right to resell the goods shall be suspended and of Neville UK plc. by their servants or agents may enter the premises of the buyer to recover any goods as yet unsold by the buyer of Neville UK plc shall be entitled to waive title to any goods resold prior to the buyer's insolvency and to trace the proceeds in the buyer's hands or in the hands of any Liquidator or Receiver. No liquidator, receiver, administrator administrative receiver of the Customer shall have authority to sell goods to which the Company has title without the prior written consent of the Company.

9.2 Until such time as the property in and legal title to the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as the Company's property. Until that time, the customer shall be entitled to resell or use the Goods in ordinary course of its business, but shall account to the Company for the proceeds of sales of the Goods, including insurance proceeds, and shall keep all such proceeds separate from any moneys of the customer and of third parties.

9.3 The Customer shall not be entitled to pledge or charge, by way of security for any indebtedness, any of the goods which remain the property of the Company but, if the Customer does so, all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the reseller) forthwith become due and payable.

9.4 The Company shall be entitled to maintain an action for the price of the goods notwithstanding that title in them has not passed to the customer.

#### 11 Insolvency of customer

If the customer, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding-up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then the Company shall have the right, without prejudice to any other contract with the customer, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the customer, such charge to be an immediate debt due from the customer.

#### 12 Patent rights

The acceptance of a quotation includes the recognition by the customer of the right of the Company under any patent rights, trademarks, registered designs or other intellectual property rights relating to the goods, and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

#### 13 Applicable law

These conditions shall be governed by and construed in accordance with English Law and the parties acknowledge the exclusive jurisdiction of the English Courts.