



# NCIMB

## Conditions of Sale

Ref: QF150C Issued: 25 September 2019

- Acceptance:** We contract and do business solely upon the following conditions notwithstanding anything to the contrary contained or purported to be contained in any document or oral statement made by the party contracting with us and no variation or alteration of these conditions shall be of any effect unless expressly agreed to in writing by us.
- Prices:** Quotations are subject to confirmation on receipt of order, and we reserve the right to amend errors and/or omissions on quotations or invoices. Where under our direct control, prices given on quotations will be held firm if an order is received within thirty days from the date of quotation unless stated to the contrary. Orders may be subject to a delivery and handling charge.
- Amendment or cancellation of orders:** Sympathetic consideration will always be given to requests for cancellation or amendment of orders, we reserve the right to charge a small handling charge in respect of any items cancelled or returned.
- Delivery/carriage:** Whilst every effort will be made to adhere to delivery dates we accept no liability in the case of non-delivery or delayed delivery. All deliveries offered ex-stock are subject to goods being available at the date of receipt of order.
- Damage or loss in transit:** Partial loss or damage in transit must be reported in writing to ourselves within three days of receipt of the goods. In the event of non-delivery both carriers and ourselves must be notified in writing within fourteen days after date of advice of despatch.
- Shortage or errors:** No claims will be entertained unless notification is given in writing within three days of receipt of consignment.
- Responsibility:** Our responsibility is limited to the supply of goods and services of the kind and quality ordered and insofar as is permitted by statute we hereby exclude all responsibility for any loss or damage howsoever caused consequential upon or resulting from the supply of such goods. Customers are recommended to test and examine goods and exercise special care in cases where the storage and/or use of the goods involves danger to persons and/or property, as required by the Health and Safety at Work Act 1974 and other current legislation.
- Insurance:** Where goods are insured by us at our discretion, or at customer's request, a charge will be made on the invoice. Our liability will be limited to the lower of, the amount received by us under such insurance, or the value of the goods, from which our expenses will be deducted. We are under no obligation or liability to take proceedings for the recovery of loss or damage.
- Specification:** Whilst illustrations and specifications in the literature are as accurate as possible at the time of printing, alternations in detail may occur from time to time as designs and specifications are improved. We accordingly reserve the right to supply goods conforming to the latest designs and specifications and the buyer shall have no claim in respect of any discrepancies between the goods supplied and those described in such illustrations and specifications, providing the product is of comparable quality.
- Arbitration:** Any dispute or difference which may arise under or in connection with or in relation to these conditions shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act, 1950 or any statutory, modification or re-enactment thereof for the time being in force.
- Force majeure:** If the manufacture or delivery of the goods is prevented or delayed by act of God, war, riot, civil disorder, strike lockout, labour dispute, fire, accident, non-delivery of raw material or any other contingency, beyond the control of the Company, the Company shall be under no liability for any loss or damage thereby incurred or sustained by the buyer.
- Value added Tax:** All prices exclude Value Added Tax, which will be added at the rate applicable at the date of invoicing.
- Passage of Property:** Ownership of the property in the goods shall remain in the Company until the price has been discharged in full. A cheque given by the Purchaser shall not be treated as a discharge until it has been cleared. The risk of the goods shall pass on delivery to the Purchaser.