

NSI Group Ltd

CONDITIONS OF SALE

INFORMATION AND AUTHORITY

1 (a) In these conditions "the Seller" means N S I Group Limited and the "Buyer" means the individual, firm, company or other party with whom the Seller contracts

"Supply" includes (but is not limited to) any supply under a contract of sale. "International Supply Contract" means such a contract is as described in section 26(3) of the Unfair Contract Terms Act 1977.

(b) No order in pursuance of any quotation or otherwise shall be binding on the Seller unless and until such order is accepted by the Seller. Any contract made between the Seller and the Buyer shall be subject to these conditions and save, as after mentioned no one has the Seller's authority to agree any terms or make any **repracations inconsistent with them or to enter into any contract except on the basis of them except a director of the Seller in writing.

(c) Unless otherwise agreed in writing by the Seller these conditions shall apply to the exclusion of any terms and conditions stipulated or referred to by the Buyer in its order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.

(d) Any general description contained in the Seller's catalogues or other advertising material shall not form a representation or be part of the contract.

(e) Where the seller has not given a written acknowledgment of the Buyer's order these conditions will none the less apply to (copies of sale are available on request).

(f) The Seller reserves the right to correct any clerical or typographical errors made by its employees at any time.

DELIVERY

2 (a) Unless otherwise specified by the Seller all goods for delivery within the mainland of Great Britain shall be despatched by the conveyance of the Seller's choice to the address or addresses specified by the Buyer at the time of placing the order or (in the event that the Buyer fails to specify an address) to any address at which the Buyer resides or carries on business within the mainland of Great Britain. Off loading shall be at the Buyer's expense. Where the Buyer requests a different means of conveyance any extra cost must be paid by the Buyer. Unless otherwise agreed by the Seller of the goods for delivery other than within the mainland of Great Britain must be collected by the Buyer or his agent from the Company's premises within 14 days of notification by the Seller that such goods are ready for collection. Loading of such goods shall be at the Buyer's risk and expense.

(b) If the contract is an International supply Contract it shall be deemed to incorporate the latest edition of Inco terms current at the date of the contract save that in the event of any inconsistency between the Inco terms and any express terms of the contract the latter shall prevail.

The Seller shall be under no obligation to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

(c) Should the Seller be delayed in or prevented from making delivery of the goods due to any cause whatsoever beyond the reasonable control of the Seller the Seller shall be at liberty to terminate the contract or suspend the order placed by the Buyer without incurring any liability for any loss or damages arising there from but without prejudice in any such case no rights accrued to the Seller in respect of delivery already made.

(d) While the Seller will endeavour to deliver the goods by any date or within any period agreed upon such dates and periods are estimates only given in good faith and the Seller will not be liable for any failure to deliver by such a date or within such a period. Time for delivery shall not be of the essence on the contract. Moreover the Seller shall be entitled to defer delivery until any monies due from the Buyer have been received.

SPECIFICATION, INSTRUCTION (DRAWING) OR DESIGN

- 3 (a) If goods are made to specification, instruction or design supplied by the Buyer or any third party on behalf of the Buyer then:
- (i) The Buyer must supply such specification, instruction or design in sufficient time to enable the Seller to complete delivery within the period agreed and:
 - (ii) The suitability and accuracy of the specification, instruction or design will be the Buyer's responsibility and:
 - (iii) The Buyer will indemnify the Seller against all loss, damages, penalties, costs and other expenses in any country arising by reason of the specification, instruction or design and:
 - (iv) The Buyer will indemnify the Seller against any infringement of any third party's intellectual property rights including but Not limited to patent, design rights, registered design, trademark, trade name or copyright and any loss, damage or expense which it may incur by reason of such infringement or alleged infringement in any such country.

TOLERANCES

- 4 (a) Where goods are ordered by weight goods despatched may vary in weight by up to plus or minus 10 per cent from those ordered and any such variations will be deemed to be due execution of the order. In such a case the Buyer will be invoiced for the actual weight of goods delivered and any agreed total contract would be adjusted proportionally.
- 4 (b) All tolerances (flatness, thickness etc) will be to British standards unless otherwise agreed in writing.

PRICES

- 5 (a) Unless otherwise stated all prices quoted are net and exclusive of VAT and the Buyer shall pay any and all tax duties and other Government charges payable in respect of the goods.
- (b) the Seller reserves the right to adjust prices at any time or take into account any increase in the cost to the Seller of purchasing any goods or materials or manufacturing or working on or supplying any goods (including but not limited to any such increase arising from any error or inadequacy in any specifications, instructions or design provided by the Buyer, any modification carried out by the Seller at the Buyer's request or any change in exchange rates) and such increased prices ruling at the date of despatch by the Seller shall be substituted for the previous contract price.

RISK

- 6 Save in the case of International Supply Contracts and subject to any agreement in writing by the Seller, the risk in the goods which the Seller agrees to supply shall pass to the Buyer on (i) delivery or (ii) the date on which the Buyer defaults (which expression shall have the meaning set out in sub-clause 7(a) or (iii) the date on which the goods being ready for delivery, delivery is postponed at the Buyer' request, whichever shall first occur. Delivery shall be deemed to be completed before off loading or (in the case of delivery at the Seller's premises) loading of the goods .

PAYMENT

- 7 (a) For the purpose of this clause 'the goods' shall mean the whole or any instalment of the goods which the Seller has agreed to Supply and the relevant Date shall be the date on which:
- (i) The Seller despatches the goods or the Buyer takes delivery of the goods or
 - (ii) The Buyer defaults, whichever shall first occur. The Buyer defaults if it fails to take delivery of the goods when tendered by the Seller or fails to provide a delivery address for delivery at the Seller's premises and the Buyer fails to do so in accordance with such agreement.
- (b) Unless otherwise otherwise specified in writing by the Seller payment of the full purchase price of the goods shall be made by The Buyer net cash not later than 60 days after the end of the month in which the relevant date falls not withstanding the property in the goods has not passed to the Buyer. Time for payment shall be of the essence of the contract.
- (c) Without prejudice to any other rights it may have the Seller shall be entitled to charge interest on all sums at 4% per annum above RBS Bank base rate from time to time and for the purposes of clauses 7,10 and 11 the full purchase price of the goods shall include all interest payable **hereimder.

LIMITATION OF LIABILITY

- (a) The Seller will have no liability for damage to goods not of the sellers origin whether it be in transit, shortage of delivery or Loss of goods unless the Buyer shall have given to the Seller and the Carrier written notice of such damage, shortage or loss With reasonable particulars thereof within 3 days of receipt of the goods or (in the case of total loss) of receipt of the invoice or other notification of despatch. The Seller's liability, if any, shall be limited to replacing such goods and it shall be a condition precedent to any such liability that the Buyer shall be so requested provide authority for the Seller's servants or agents to inspect any damaged goods within 14 days of such request.
- (b) The Seller will have no liability for any consequential loss arising out of any damage not of the sellers origin whether in transit, shortage of delivery or loss of goods.
- (c) Goods not examined in the Carrier's presence or before his departure from the place of delivery must be signed for as 'Goods Not Checked'.
- (d) The Buyer assumes entire responsibility for the goods being suitable for the Buyer's or any particular purpose unless otherwise agreed in writing by the Seller.
 - (i) Save as otherwise provided in these conditions the Seller's liability in respect of any defect in or failure of goods supplied or work done is limited to (its discretion) paying for the replacement of goods which (in the case of defects apparent upon inspection) within 28 days of delivery and (in the case of defects not so apparent) within 3 months of delivery to the Buyer, by reason of faulty or incorrect design, workmanship or materials are found to be defective or fail or are unable to perform in accordance with (the contract).
 - (ii) In the event of any error in any weight, dimension, capacity, performance or other description which has formed a representation is part of a contract the Seller's liability in respect of any loss or damage sustained by the Buyer as a result of such error shall not exceed the price of the goods in respect of which the description is incorrect.
 - (iii) Conditions precedent to the Seller's liability hereunder shall be that as soon as reasonably practicable the Buyer shall have given to the Seller reasonable notice of the defect, failure or error and shall have provided authority for the Seller's servants or agents to inspect the goods.
- (e) The Seller shall have no other or further liability in respect of any direct or consequential loss or damage sustained by the Buyer arising from or in connection with any such defect or error foresaid.
- (f) Where the Seller agrees to replace goods in accordance with the foregoing provisions of this paragraph or otherwise any time Specified for delivery under the contract shall be extended for such period as the Seller may reasonably require.
- (g) All goods sold by the Seller are supplied with the benefit of the terms implied by section 12 of the Sale of goods Act 1979. Subject there to and whether or not the contract is a contract of sale all other conditions, warranties and other terms express or implied, statutory or otherwise are expressly excluded, save in so far as contained herein or as otherwise expressly agreed by The Seller in writing PROVIDED that if and in so far as any legislation or any order made thereunder shall make or have made it unlawful to exclude or purport to exclude from the contract any term or shall have made unenforceable any attempt to exclude any such term the foregoing provisions of this paragraph will not apply to any such term.
 - (i) Nothing in these conditions shall exclude or restrict any liability that the Seller may have by virtue of the Consumer Protection Act 1987.
 - (ii) The Seller shall not be liable to the Buyer in negligence.
 - (iii) In the event of any negligence or wilful default on the part of its servants or agents in or in connection with the supply of any goods or the design or manufacture thereof or in the carrying out of any work the Seller shall have no liability to the Buyer save as otherwise provided in these conditions.
 - (iv) This clause shall have effect subject to the provisions of section 2 (1) of the Unfair Contract Terms Act 1977.

FAILURE TO PAY, CANCELLATION OR DEFERMENT

- (a) For the purposes of this clause “an intervening event” shall mean any such event as is described in sub-clause 10 (c) hereof.
 - (b) If here shall be an intervening event the Seller may, within a reasonable time thereafter, defer or cancel any further deliveries or services, stop any goods in transit and treat the contract of which these conditions form part as determined but without prejudice to its rights to the full purchase price for goods delivered and services performed and damages for any loss suffered in consequence of such determination.
 - (c) An intervening event shall be any of the following:
 - (i) Failure by the Buyer to make any payment when it becomes due.
 - (ii) Breach by the Buyer of any terms or conditions of the contract.
 - (iii) The Buyer’s proposal for or entry into any composition or arrangement with creditors.
 - (iv) The presentation against the Buyer of any Petition for a Bankruptcy Order, Administration Order, Winding-Up Order or similar process.
 - (v) The appointment of an Administrative Receiver or Receiver in respect of the business or any part of the assets of the Buyer.
- Cancellation by the Buyer will only be accepted at the Seller’s discretion and in any case on condition that any costs or expenses incurred by the Seller up to the date of cancellation and all loss or damage resulting to the Seller by reason of such cancellation will be paid by the Buyer to the Seller forthwith.
- Acceptance of such cancellation will only be binding on the Seller if in writing and signed by a Director.

RETENTION OF TITLE

- 11 (a) The following provisions shall apply to all contracts other than the International Supply contracts and to all goods which under the contract the Seller agrees to supply to the Buyer. No failure by the Seller to enforce strict compliance by the Buyer with such provisions shall constitute a waiver thereof and no termination of the contract shall prejudice, limit or extinguish the Seller’s rights under this paragraph.
- (i) Upon delivery of the goods the Buyer shall hold the goods solely as bailee for the Seller and the goods shall remain the property of the Seller until such time as the Buyer shall have paid to the Seller the full purchase price of all goods or services supplied under the contract or any other contract between the Seller and the Buyer. Until such time the Seller shall be entitled to recover the goods or any part thereof and for the purpose of exercising such rights the Seller its employees and agents with appropriate transport may enter upon the Buyer’s premises and any other location where the goods are situated and remove the goods from any property to which they are attached or into which they have been incorporated.
 - (ii) The Buyer is hereby granted a license by the Seller to incorporate the goods in any other products.
 - (iii) The Buyer is hereby licensed to sell on the goods and any products incorporating any of them on condition that they Buyer shall inform its customers of the provisions of sub-clauses (i) and (ii). The Buyer acts as the Seller’s bailee in respect of any such sale and shall immediately upon receipt of the proceeds of sale and whether or not payment has become due under clause 7 hereof remit to the Seller the full purchase price of the goods sold on, less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Seller.
 - (iv) The Buyer shall maintain all appropriate insurance in respect of the goods from the date or dates which the risk therein passes to him. In the event of any loss or damage occurring which the goods remain the property of the Seller the Buyer shall immediately on receipt of the insurance monies remit to the Seller the full purchase price of the goods lost or damaged less any part thereof of which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Seller. For the avoidance of doubt the provisions of this sub-clause do not affect the Buyer’s obligation under clause 7 hereof.
 - (v) The licenses granted under sub-clause (ii) and (iii) above shall be terminable forthwith at any time upon notice by the Seller to the Buyer.
 - (vi) In the case of International Supply Contracts property in the goods shall pass to the Buyer on delivery.

HEALTH AND SAFETY AT WORK ACT 1974

12 (a) THE SELLER DOES NOT HOLD ITSELF OUT AS AN EXPERT IN THE PROCESSING OR USE OF THE GOODS WHICH IT SUPPLIES AND ALTHOUGH IT ENSURES SO FAR AS IS REASONABLY PRACTICABLE THAT ITS PRODUCTS ARE SAFE AND WITHOUT RISKS TO HEALTH WHEN PROPERLY USED THE BUYER MUST SATISFY ITSELF THAT ANY USE OR PROCESS TO WHICH THE GOODS ARE TO BE SUBJECTED CAN BE CARRIED OUT SAFELY WITHOUT RISK TO HEALTH. THE SELLER WILL IF REQUESTED IN WRITING BY THE BUYER GIVE THE BUYER INFORMATION REGARDING THE GOODS SUPPLIED AS THE SELLER POSSESSES. PROTECTIVE CLOTHING SHOULD BE USED WHEN HANDLING OILED MATERIAL TO PREVENT LACERATIONS AND TO AVOID CONTINUED CONTACT WITH OIL. CERTAIN TREATMENTS SUCH AS WELDING WHEN APPLIED TO OILED OR ZINC TREATED MATERIALS MAY PRODUCE NOXIOUS FUMES. STEEL BANDING SURROUNDING BUNDLES SHOULD IN NO CIRCUMSTANCES BE USED TO LIFT THE BUNDLES.

(b) The Buyer warrants that it will pass on to all third parties to whom it may supply the goods all information as to the use and safe handling of the goods as may have been passed on to the Buyer by the Seller.

LEGAL CONSTRUCTION

13 (a) the proper law of all contracts with the Seller shall be English Law, which govern in all respects the construction and effect of such contracts and of these conditions. The Buyer agrees that in the event of any dispute arising out of the contract or the performance thereof he will submit to the jurisdiction of the English Court.

(b) The headings to the clauses of these conditions are for ease of reference only and shall not affect the interpretation or construction thereof.

(c) If any provision of these conditions is or becomes illegal, void or unenforceable for any reason, the validity of the remaining Provisions shall not be affected.

(d) Failure by the Seller to enforce strict compliance with these conditions by the Buyer will not constitute a waiver of my provisions of these conditions.

(e) Any reference in these conditions to any provisions of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

FREE ISSUED SUPPLIED MATERIAL

14 (a) Material supplied by customers (Free Issue Material) is supplied at the customer's own risk, no liability will be accepted for the loss of parts/material due to poor cutting of the material.

(b) Material supplied is to be supplied in a condition to prevent the deterioration of the free issue material.

(c) Excess material will be returned to the customer on request, any material left on our premises will be disposed of after 3 months.

(d) No liability is accepted for the shortage of parts due to short delivery to our premises (it is the customer's responsibility to Ensure the correct amount of Parts/Material is delivered to the premises of the Seller).

(e) Parts required to be sub-contract laser cut and delivered for a specific date must be at our premises at least 2 working days prior to the delivery date required (working days are deemed Monday to Friday).

15 (a) Drawings supplied in electronic format (DXF, IGES) are to be supplied in a 1:1 Scale. If any other scale is used the scale should be notified to the Seller by the Buyer. It is deemed the responsibility of the Buyer to ensure that the Seller is notified of any scaling factor and or dimensions in writing.

(b) It is the Buyer's responsibility to supply drawings that are dimensioned in a clear and unambiguous manner.

16 RETENTION OF TITLE FOR CUT PARTS FROM FREE ISSUED MATERIAL

All parts cut from material supplied by the Buyer become the property of NSI Group Ltd once any cutting of the Free Issued Material has had work carried out on them. The parts are only deemed the Buyer's after the payment for the work carried out has been paid in full.