

## GENERAL

In these Terms and Conditions "The Company" means "NBM Distribution Limited". "The Customer" means the company, firm or person whom is placing the order with "The Company".

All goods supplied or orders accepted are subject to the following terms and conditions. No addition or variations to these Terms and Conditions shall be binding unless it is in writing and duly signed by an authorised representative of "The Company".

In the event of any inconsistency or conflict between "The Customers" order and "The Company's Terms and Conditions". These Terms and Conditions shall prevail unless it has been agreed in writing and duly signed by an authorised representative of "The Company".

"The Company" may from time to time and without notice change or alter these Terms and Conditions.

## QUOTATION

Unless otherwise stated quotations submitted to "The Customer" will be valid for a period of 30 days from issue.

## DELIVERY

Delivery will be made to "The Customers" delivery address within the UK. "The Company" must be informed in writing within 5 working days of receipt of any goods with respect to any claims by "The Customer" for damaged goods or of short deliveries.

The delivery time and date shall not be of the essence of the contract, while "The Company" will use all reasonable endeavours to adhere to "The Customers" delivery times.

Prices specified are for the goods ex-premises of "The Company"; "The Company" will use all reasonable endeavours to adhere to "The Customers" delivery times.

Prices specified are for the goods ex-premises of "The Company". "The Company" has the option to charge additionally for the carriage to "The Customers" delivery point.

20% of the invoice value may be charged to "The Customer" in the event of the goods being returned to "The Company" if the goods and delivery has been executed in accordance with "The Customer's" original instructions.

## TITLE

Title of the goods shall only pass to "The Customer" when all amounts due from "The Customer" have been paid in full to "The Company".

"The Company" may at any time recover all or part of the goods supplied to "The Customer's" delivery point if "The Company" judges that the amount of monies outstanding exceeds the credit limit. In this event "The Customer" may for this purpose allow "The Company" servants or agents to enter the premises of "The Customer" to reclaim the goods.

## RISK

The risk will pass to "The Customer" when a shipment or part shipment has reached "The Customer's" delivery point.

## PAYMENT

Payment for the goods shall be met within Month End plus 30 days of the invoice date and shall be in UK sterling.

Where payment of the goods or part of the goods is due and has not been met by "The Customer" without prejudice to its other rights. "The Company" shall be entitled to charge interest on the outstanding payments at a rate of 3% pa above the Barclay's Bank interest base rate from the time of the outstanding invoice date until the date that the full payment has been made.

Payments shall not be delayed by "The Customer's" in the event of additional goods, defects or omissions that would not materially effect the use of the goods. Any product consignment shall be treated as a separate contract and accordingly paid for.

## LAW

The headings used in these Terms and Conditions and in the order in which they are set out shall be ignored for the purpose of construction.

The contract, including these Terms and Conditions shall be governed by and construed in all respects in accordance with English Law.

## PRICES

"The Company" may alter the prices from time to time without notice to "The Customer".

All prices quoted are exclusive of Value Added Tax (17.5%) but VAT will be added at the current rate and paid for by "The Customer" in accordance with the payment terms.

## LIABILITY

The responsibility for ensuring safe storage and safe product installation of the products shall be with "The Customer".

"The Customer" shall ensure that all warnings and instructions that are issued by "The Customer" are passed on to its employees handling the product or in the event the customer's clients.

Under no circumstances shall "The Company" be liable to incur any greater liability to "The Customer" than the total sums paid hereunder by "The Customer" to "The Company".

## FORCE MAJEURE

"The Customer" of "The Company" shall not be responsible for any failure to perform or for any delay in performing the contract or any part thereof due to or principally due to failure or breakdown of machinery or plant, insufficient materials or manufacturing facilities or an act of God, government act or embargo, fire, riot, war, or any other similar cause beyond the reasonable control of "The Customer" or "The Company".