



nordcell

TERMS AND CONDITIONS OF SALE (“the Conditions”)

All contracts for the supply of goods by Nordcell Limited (“the Company”) to the Purchaser are supplied subject to these Conditions which shall constitute the entire contract between the Company and the Purchaser (“the Contract”). No variation or addition to these Conditions shall have effect unless specifically agreed in writing by a Director of the Company.

1 Conflicting Conditions

Any conflicting conditions stated in the Purchaser’s order or in any other document and in particular any condition stating that the Purchaser’s conditions of purchase shall prevail over these Conditions shall not take effect unless agreed in writing as above.

2 Acceptance by the Purchaser

2.1 Delivery of the goods shall take place when the goods are made available for collection by the Purchaser, or if the Company is responsible for carriage to the Purchaser, on actual delivery to the Purchaser.

2.2 If the Purchaser places an order for the goods or does any act in confirmation of the contract for the supply of the goods this shall be deemed to be acceptance by the Purchaser of these Conditions.

2.3 The Purchaser may not terminate the contract without the agreement in writing of the Company.

3 Risk and Title

3.1 All goods supplied shall be at the Purchaser’s risk from the time of delivery, and the purchaser should insure the goods accordingly.

3.2 Notwithstanding delivery of the goods, property shall not pass to the Purchaser until it has paid in full for the goods and any other amounts due to the Company at the date of delivery of the goods.

4 Pricing

Any prices quoted are valid for 30 days unless otherwise stated. All goods will be invoiced at the price set out in the purchase order. All prices quoted are exclusive of VAT.

5.1 Unless agreed otherwise in writing, payment terms are proforma. Payment for cash sales are to be made at the time of order. Customers that receive credit will be offered 30 days net from delivery.

5.2 No deductions are to be made on payments due unless previously agreed by the Company.

5.3 The Company reserves the right to withhold despatch of goods pending settlement of any outstanding account and to charge interest at the rate of 4% per month above the base rate from time to time of HSBC Bank from the due date until the date of payment.

5.4 Where the Company has agreed any discount in the price of the goods this is strictly conditional on the amounts due being paid on the due dates (and the Company may cancel any discount if such amounts due are not paid on the due dates).

5.5 Payment is deemed to be made when received in cleared funds by the Company

6 Description of Goods

The Company will use all reasonable endeavours to ensure that all goods sold by it are made in accordance with the purchase order and any samples provided to the Purchaser. However, all samples and product descriptions are illustrative only and although the goods will materially comply with such samples and descriptions, the goods may vary or be modified by the Company.

Many of our products are designed for interior joinery and furniture production and are supplied within acceptable agreed dimensional tolerances. Please contact prior to order to confirm the tolerances across our product range. Our structural products, such as Pollmeier Board S and Q, could have greater tolerances, and this should be discussed in advance of supply.

7 Warranty and Exclusion

7.1 The Company warrants that the goods supplied will be of good quality and fit for the purpose for which such goods are usually supplied. In the event of any defect in any goods, the Company will at its option repair or replace free of charge any goods found to be defective within a period of one year from the date of delivery of the goods. This warranty is only valid if the goods are stored and or used strictly in accordance with any instructions given by the Company, and are not interfered with in any way or damaged through misuse.

7.2 Save as provided in this condition all representations, warranties or conditions expressed or implied, statutory or otherwise are hereby expressly excluded.

7.3 Goods returned should be returned carriage paid to the Company's address clearly indicating that the goods are considered defective and the nature of the defect.

7.4 Goods returned which upon inspection and tests are found to be fault free will be refurbished (if necessary), and repackaged and returned to the Purchaser. A charge of 15% of the cost price of each such item together with the costs of all packaging materials and accessories will be charged to the Purchaser.

8 Delivery

8.1 Delivery dates in the Contract are reasonable estimates only given in good faith and are subject to change. Time of delivery is not of the essence of any order. Whilst all reasonable endeavours will be made to meet the dates given the Company accepts no liability for any delay or loss from failure to meet them.

8.2 If the purchaser does not take delivery or arrange for storage within 14 days of notification that goods are ready for delivery the Company shall be entitled to invoice and be paid for goods as though they had been duly delivered in accordance with the contract. The Company may arrange storage at its own premises or elsewhere on behalf of the Purchaser and all charges for storage, insurance, and demurrage shall be the Purchaser's liability.

8.3 The Company accepts no responsibility for alleged non-delivery, shortfall of goods, damage on delivery or other discrepancy unless notification in writing is received within 10 days from the date of delivery of the goods.

9 Returns

9.1 Where the Company in its entire discretion has agreed in writing for the return of any goods, the cost price of the goods returned which are in the Company's sole opinion resalable shall be credited to the account of the Purchaser less a 25% restocking/handling charge to cover repacking and quality assurance. Freight for the returned goods will need to be arranged by the customer and they will also need to cover any costs associated with this. Credit will be allowed only against future purchases; cash will not be refunded.

9.2 Clause 9.1 shall not in any event affect the Purchaser's right to return defective goods in accordance with clause 8 above.

10 Consequential Loss

10.1 Neither party shall be liable for any consequential loss, indirect loss, or loss of profits suffered by the other howsoever caused.

10.2 The Liability of each party under this Agreement shall be limited to the contract value of the goods in respect of which any claim relates.

11 Force Majeure

The Company shall have no liability for any failure to comply with any of these Conditions due to any cause beyond the Company's reasonable control, including but not limited to any act of god, war or riot, extreme weather, or any supplier to the Company's failure to supply or perform.

12 Termination

The Company may terminate this Contract by giving notice to the Purchaser if the Purchaser fails to make any payment when it becomes due, or enters into any composition or arrangement with its creditors, or being any incorporated has an Administrator or Receiver appointed, or passes a resolution for winding-up, or a Court shall make any order to that effect, or if the Purchaser not being an incorporated company shall commit an act of bankruptcy, or if there shall be any breach by the Purchaser of any of these Conditions, or if the Purchaser's creditworthiness is unsatisfactory to the Company. Such termination shall be

without prejudice to the Company's right to any unpaid purchase price for goods delivered and to damages for any loss suffered in consequence of the termination.

13 Trademarks and Patents

The supply of goods by the Company shall not confer any right upon the Purchaser to use any of the Company's, or any supplier to the Company's, trademarks and at all times such trademarks shall remain the property of the Company. Every effort is made not to infringe any patent or trademarks belonging to third parties but the Company does not warrant that the design construction and quality of the goods to be supplied does not infringe any patents trademarks trade names copyright registered design or any other intellectual property right either in the UK or in any other foreign territory.

14 Governing Law

The validity construction and performance of any contract to which these conditions apply shall be governed by the Law of England and shall be subject to the jurisdiction of the English Courts.