

CONDITIONS OF SALE
of D C Norris & Company Ltd
hereafter called The Company

General

1. All orders and contracts placed with the Company will be accepted and executed solely in accordance with the conditions set out below whether or not the customer's conditions of purchase order, or acceptance purport to disclaim or negate any of the following conditions. No variations or additions to these conditions of sale will be recognised by the Company unless specifically accepted and confirmed in writing by a Director or The Secretary of the Company.
2. Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn or altered by the Company within such period at any time without notice. Prices are based on latest material and labour costs and should these be increased at any time quotations will have to be amended accordingly.
3. Materials from stock are offered subject to the same being unsold upon receipt of the order.
4. No orders shall be deemed accepted until the Company's written acknowledgement and acceptance thereof has been despatched to the customer.
5. The Company may refuse to accept and execute any orders placed with it. All quotations made and all orders accepted by representatives or agents of the Company remain subject to confirmation by the Company.
6. When applicable all safety, health and welfare facilities and arrangements required to comply with the Law and Regulations from time to time in force are to be complied with and observed by at the expense of the customer.

Law

1. The contract shall in all respects be construed and operate as an English contract and in accordance with the Laws of England.

Prices

1. All prices are nett ex works unless otherwise stated and exclusive of VAT or other taxes.
2. The cost of packing shall unless otherwise stated be charged extra. The cost of packing cases and boards will be credited in full to the customer on their return to the Company in good condition carriage paid.
3. All quotations are offered based upon current known costs but all orders are accepted to be invoiced at prices ruling on date of despatch.

Value Added Tax

1. Although the Company will make every effort in quotations and price lists to indicate liability for Value Added Tax and the appropriate rate of tax, any omission or error in rate of tax cannot be taken to mean that Value Added Tax is not payable or that the stated rate is correct and where chargeable to Value Added Tax all quotations shall be construed on the basis that Value Added Tax is to be charged thereon whether the same is shown or not.

Delivery

1. The Company will not be responsible for non-delivery or for any delay in delivery or for any loss or damage whatsoever caused directly or indirectly by reason of fire or breakdown at the Company's own premises or that of its suppliers, Act of God, war, strikes, lock-outs, shortage of raw materials or tools, or by any other circumstances outside the Company's control. In such cases the Company may suspend orders or withdraw quotations.
2. Dates of delivery are given as accurately as possible but cannot be guaranteed and under no circumstances shall the Company be liable for any consequential loss or damage arising from any delay in delivery or by any failure to deliver and the customer shall have no right to cancel the order for failure for any cause to meet any delivery time stated.
3. Any time for delivery mentioned within a quotation shall date from the receipt by the Company of the customer's acceptance and written order to proceed and/or of all the information drawings and complete specification needed to complete the order and/or receipt of deposit due where applicable.
4. Upon delivery of the goods the customer shall hold the goods solely as bailee for the Company and the goods shall remain the property of the Company until such time as the customer shall have paid to the Company the full purchase price thereof.

Unloading

1. The customer will be responsible for providing unloading labour and plant as may be necessary at the delivery point as ordered by him and shall keep the Company indemnified against all claims whatever arising from such unloading operations.

Postponement

1. The Company will endeavour to comply with reasonable requests by the customer for the postponement of delivery but shall be under no obligation to do so. Where postponement is agreed by the Company in writing the customer shall be required by the Company to pay all costs and expenses including a reasonable charge for storage occasioned thereby.

Defective Delivery and Damage in Transit

1. No claims for loss or damage in transit can be entertained unless notice is given in writing on the customer's headed notepaper to both the Company and the carriers within the time limits specified below.
2. Complete consignment loss, partial loss or damage to the whole or any part of any consignment must be notified in writing in the manner aforesaid to the Company and the carrier within seven days of despatch. If the customer has acknowledged receipt of the goods by a signature given to the carrier or the persons delivering without any qualification as to shortage or damage then no claim can be entertained.

Claims for Defect

1. All reasonable care will be taken by the Company to ensure that goods, equipment and services conform to the Company's standards or to the appropriate specification within the limits of reasonable commercial accuracy and tolerances and are of good material and workmanship.
2. The Company will not accept any liability whatsoever for consequent loss or damage, which may in any way appraise out of goods, equipment or services supplied or any defects in them.
3. Whilst the Company will if requested furnish technical advice and information with reference to the use of the goods, equipment or services supplied by it the Company is under no obligation to do so. Any advice or assistance is given and accepted at the customer's risk and the Company shall not be liable for any loss, damage or claims arising therefrom.
4. Notwithstanding anything hereinbefore contained no claims in respect of any defect will be entertained unless notice in writing of the defect is received by the Company within seven days delivery.

Indemnity

1. The customer shall indemnify the Company against all claims in respect of any loss, injury or damage sustained by a third party howsoever caused after receipt of goods or services by the customer or after the property has passed from the Company whichever is the earlier.

Return of Goods

1. Goods are not returnable and no credit will be given for good returned without the Company's prior agreement in writing.

Cancellation

1. Cancellation will only be accepted by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be reimbursed by the customer to the Company forthwith.

Terms of Payment

1. All accounts shall be nett 30 days and due and payable by the customer not later than the 30th day following the date of despatch from the Company's premises.
2. No disputes arising under the contract nor delays beyond the control of the Company shall interfere with prompt payment by the customer.
3. In the event of default in payment by the customer in accordance with agreed terms the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries without notice.
4. If the customer makes default in any payment, or commits any breach of the terms and conditions of the order or agreement or suffers distress or execution or becomes insolvent or commits any act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction) or if a Receiver is appointed over any part of the customer's business, the Company may without prejudice to any rights which may have accrued or what may accrue to it as its option inter alia (1) require payment in advance for all or any deliveries or (2) suspend any further deliveries until such default or breach is rectified or (3) cancel the order and/or (4) cancel or procure cancellation of any other orders which the customer has placed with the Company or any of the Associated Companies so far as any goods remain to be delivered thereunder or (5) refuse to execute any order or agreement.

Title, Insurance

1. Title shall pass to the customer when payment in full shall have been made to the Company.
2. The Customer is requested to effect any insurance in respect of goods held by the Company or returned for repair.
3. Upon delivery of the goods the customer shall hold the goods solely as bailee for the Company and the goods shall remain the property of the Company until such time as the customer shall have paid to the Company the full purchase price thereof. Until such time the Company shall be entitled to recover the goods or any part thereof and for the purpose of exercising such rights the Company its employees and agents with appropriate transport may enter upon the Customers premises and any other location where the goods are situated. In addition the Seller shall withhold the software license key until payment is received in full. The software will operate under a 30 day trial license (from the date of commissioning) until the final payment(s) have been received.

Data

1. Illustrations, weights, measures, performance capabilities, application suitability, information and other data set in the sales literature of the Company are statement of opinion and are provided for information only and form no part of the contract.

Guarantee

1. The Company agrees to replace goods or at its option repay the customer all sums paid in respect of goods supplied by it which are proved to the Company's satisfaction to be faulty (fair wear and tear or damage due to misuse excepted) provided that such fault be notified in writing within fourteen days from the date of delivery to the customer's works. All Company guarantees are given in lieu of all other conditions, warranties or undertakings expressed.
2. The Company cannot be held responsible for consequential losses arising from the above.
3. Any guarantee work requested by the customer shall only be carried out during normal working hours. (Copies of normal working hours are available on request.)

Imported Goods

1. The Company when quoting for imported goods or equipment will state the foreign currency/pound sterling conversion factor used in calculating the prices quoted but any orders accepted will be invoiced at the currency/sterling exchange rate ruling on date of import unless this condition is specifically withdrawn by the Company in writing appertaining to any specified quotation.
2. The Company when quoting for imported goods or equipment will include all known costs, charges, import duties and the like but in the event of changes in rates of import duty or the imposing by government action of import surcharges, import deposits, or quotas or the like any such additional costs will be paid by the customer.

Drawings, Patents and Goods

1. All drawings are the property of the Company and are confidential and must not be copied or reproduced without written permission from the Company. Drawings must be returned on completion of tender or contract.
2. The purchasing of drawings, designs or machinery in no way entitles the customer to contravene any patents which the Company may hold. Any patents taken out during design work whether sub-contract or not remains the property of the Company.
3. The D C Norris system, equipment and computer programme are protected by international Patent and normal intellectual Property Rights. Information is not to be released to third parties and programmes are not to be copied without the express written agreement of D C Norris and Company Ltd.