

Issue 013 30/03/2022

Terms and Conditions of Sales:

GENERAL

Quotations are given and orders for work and services are accepted subject only to the following Conditions. Any Conditions which you seek to impose will be inapplicable unless expressly accepted in writing signed by our site Director or Supply chain Manager.

QUOTATIONS

Unless previously withdrawn, a quotation is open for acceptance within the period stated therein, or when no period is so stated, within three months after its date. Oral quotations are for guidance only and are not binding upon us. Written quotations will not normally be submitted, and in any event will not be binding upon us, unless any necessary drawings and specifications have first been submitted to us in writing and, where we deem it necessary, sample components provided to us.

ADVERTISING MATTER

Specifications, descriptions and illustrations contained in our catalogues, brochures or other advertisement matter are intended to give only a general idea of the goods, work or services concerned and none of these shall form part of the Contract.

DELIVERY TIME

Any times quoted for despatch or delivery are estimates only not involving us in any liability for failure to despatch or deliver within such time, and are in all cases to date from receipt by us of your written order to proceed and of all necessary information to enable us to put the work in hand. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions or lack of instructions from you or by industrial dispute or by any cause beyond our reasonable control. Any despatch dates given in our quotation or our acknowledgment of order are subject to confirmation upon receipt from you of a definite date for receipt of goods into our works for processing.

Delivery/Dispatch times refer solely to the time when goods are available for collection or can be shipped. In no instance is any allowance made to include the time taken for shipping.

Agreements made between the Buyer and Nu-Pro Limited to achieve accelerated lead times (A.O.G) wholly exclude shipping times. Revised improvements to quoted delivery times are confirmed in writing by the Production team only.

COLLECTION/DELIVERY CHARGES

Any quotation given by us is for processing services only and does not include the cost of transport from and to customer premises. Our delivery service is ex-works. In some instances collection and delivery will not incur any additional charge; however, this will remain at the discretion of the company. Any special arrangement required to be made to meet requirements not previously quoted for will be the subject of an additional charge, in particular, the cost of carrier charges and postal charges, unless otherwise agreed in writing.

PAYMENT

(a) The prices quoted or given in our acknowledgment of order are strictly net and exclusive of Value Added Tax. Payment shall be due, together with the costs (if any) of carriage, packing and any special tests, certification or any other specific requirements not included in the price on or before the 30th day of the month following the month of despatch of the goods or of notification that the goods are ready for collection where delivery is to be ex-works.

(b) Interest at the rate of 1% per month and proportionately for part of a month shall accrue on all overdue payments.

PRICES

As the company is fully computerised, quotes from the system cannot be matched to orders without the correct reference and a purchase invoice without reference will be treated as T.B.A. Due to this, prices may differ from the given quotation although the invoice price will stand. Customers must state the quote reference number on all purchase orders.

If by reason of any increase in the rates of wages payable to labour or in the cost of material, fuel, gas, electricity, insurance, transport or other services or of conforming to such laws, orders, regulations and bye-laws as are applicable to the work or apply to or affect us in the performance of our standard for return obligations under the Contract shall be increased, we may give notice

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in writing to you increasing the contract price to such amount as is stated in the notice. Any increased price shall be payable as from the date of the notice as if it were the original contract price, and a price so increased may from time to time subsequently be further increased in similar manner. Provided, however, that if within 8 days after receipt of any such notice, you give notice in writing to us to cancel the balance of the Contract, we shall be entitled to complete and charge for any such articles as we have begun to treat at the time of receipt of notice from you at the price prevailing immediately prior to the date when notice of increase was given.

For orders placed on the 1st May 2022 or after, the company reserves the right to include an Energy Surcharge on invoices. This cost shall be added to the invoice balance prior to VAT and the invoice shall be deemed payable in full

LIEN

For so long as any account remains unpaid we shall have an absolute right of lien upon any of your goods that may be in our possession or under our control and we may enforce such lien whenever and to the extent that any payment is three months' overdue without previous notice to you.

STANDARDS

(a) Unless otherwise agreed in writing the quality and finish of work shall be such as will provide a reasonable service in compliance with the generally recognised standards in the trade for the class of work, type, quality and finish of the product concerned.

(b) We can accept no liability under paragraph (a) of this clause (whether any defect is apparent on inspection or not) unless a written claim is made within 14 days of the receipt of the goods stating the alleged defect in standard or in quality of work or finish whereby the goods are not in accordance with the Contract and a reasonable number of articles exhibiting the defect or defects complained of is or are apparent are forwarded to us for inspection within the said period and we are given the opportunity to remedy any such defect or defects.

TESTS

Our products and work are carefully inspected and where applicable submitted to standard tests before despatch. Special tests not identified in our acknowledgment of order will be charged for. In the case of destructive tests such as hardness and adhesion, these would include the provision of suitable test pieces and their processing but will not be carried out unless we are specifically instructed to do so in identified batches. In such cases, provision of agreed suitable test pieces will be your responsibility unless otherwise agreed.

PERFORMANCE

We will accept no liability for failure to attain any performance figures quoted by us unless we have specifically guaranteed them in the Contract. If the performance figures obtained on any test provided for in the Contract are outside the acceptance limits specified therein, you will be entitled to reject the goods, but before rejecting the goods and claiming, within the provisions of clause 18, you will give us reasonable time and opportunity to rectify their performance. You assume responsibility that processes stipulated by you are sufficient and suitable for your purpose save insofar as your stipulations are in accordance with our advice.

MATCHING

We shall be under no obligation to ensure that any goods or components or parts are an exact match or that one batch exactly matches another, whether the colour or finish are defined by reference to a sample or by description. Where a colour or finish is specified in the Contract by reference to a sample or description, you shall accept as complying with the Contract all parts which are a commercial match with the sample or correspond with the description, as the case may be, and a commercial match with each other in accordance with the standard generally recognised in the trade. We shall be under no liability for any failure to provide a commercial match if failure is due wholly or partly to differences in the materials from which the respective goods, components or parts are made or to any process or treatment to which the same have previously been submitted.

DEFECTS

We shall be under no liability howsoever arising in respect of any defect appearing in any goods, component or parts (including failure to provide colour matching between different batches) at any time which is due or partly due to the material of which the same is made, its design or method of manufacture, or any process or treatment applied thereto by any person other than ourselves.

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We undertake to make good free of charge any defects which, under proper use, appear in goods, components or parts the subject of the Contract within a period of six months after leaving our works or half their average working life whichever is the shorter, and which are due to faulty materials, workmanship or design (other than materials or workmanship or design provided or specified by you) provided there has been no maltreatment thereof and provided further that we are notified in writing immediately such defects appear and the defective parts are returned to us for rectification.

This undertaking shall be accepted by you in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of such goods, components and parts or as to the manner in which work is done and save as provided in this clause we shall be under no liability, whether for breach of contract or of statutory duty, in tort (including but not limited to negligence) or otherwise in respect of any defects therein or for any service or advice in relation thereto or for any injury (other than death or personal injury caused by negligence on our part as defined in the Unfair Contract Terms Act, 1977) or for any loss or damage resulting from such defects or from any work done in connection therewith.

IMPORT / EXPORT CONTRACTS

In the case of goods imported into the United Kingdom to enable Nu-Pro Limited to provide services at the Buyers request it is the responsibility of the Buyer to ensure the goods are declared as a temporary import or imported via Nu-Pro's IP/IPR Authorisation. By doing so the Buyer and Nu-Pro Limited will avoid the need for any Duty or VAT to be levied on such an import consignment. Should the Buyer choose not to import by either of these means then Nu-Pro Limited will advise the Buyer of any attributed costs and apply these to the consignment prior to shipping.

The Buyer shall provide Nu-Pro Limited, prior to receipt of the goods, copies of the Waybill for shipping and Customs Entry (SAD) document for the incoming consignment.

In the case of goods or work for export we will give you reasonable opportunity to inspect and test the same at our works before despatch and we shall not be liable for any defects whatsoever howsoever arising after such an opportunity has been given and the goods have been despatched.

We will not be held responsible for return transportation.

EXTRAS

The prices given in our acknowledgment of order include only for such work and services as are specified therein. The extra cost of any work not specifically required by the Contract shall be added to the Contract price and paid for accordingly and all such work shall be carried out subject to these Conditions.

LOSS OR DAMAGE IN TRANSIT

We shall be under no liability for any loss or damage in transit unless due to negligence on our part or that of our servants or agents and then only if notice in writing of such loss or damage is received by us within 7 working days after delivery or where delivery is made by our own transport, within a reasonable time after receipt of the advice note. Any claims for non-delivery must be made within 10 days after receipt of the advice note.

PACKAGING

Items despatched to us for processing should be suitably packed having regard, inter alia, to their manufacturing tolerances, quality and the inherent value of the items in question. We assume that you are expert in the preparation of your goods for shipment. We will use the same packing where practical and packed to at least a good standard for return to you. Any additional packing, whether required by you, or deemed necessary by us to protect the work, will be chargeable.

INSURANCE

We shall insure the goods against loss and damage limited to our (limitation of liability clause). At the time of receiving an order or at the time of being awarded a contract. The incidents are limited to fire, lightning, storm, tempest, water damage, earth quake, riot, civil commotion and malicious damage, and accidental damage including theft occasioned by forceful entry/exit to the building.

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Orders for goods valued in excess of this clause shall be clearly identified by the customer indicating their true value either on the contract prior to signing or on individual purchase orders. Should the customer require insurance cover in any way different from that offered, we must be advised in adequate time prior to the receipt of the goods in our Works and furthermore, we reserve the right to re-quote for processing any goods which are subject to risk due to value. Customers can request updated cover which will be fully chargeable on a case by case basis or they must increase their own insurance cover to make up any short fall.

LIMITATION OF LIABILITY

Except as otherwise provided under these Conditions, our liability whether arising by damage or loss during process or loss of product due to any other event shall be restricted to a limited breach of contract or a statutory duty other than in respect of claims for death or personal injury caused by negligence as defined in the Unfair Contract Terms Act, 1977, product damage or loss shall be limited to one times the purchase order or contracted component price either quoted or agreed at the commencement of work. We shall not be liable to you for any loss of profits or loss of contracts or loss of use or for any indirect or consequential loss or damage whatsoever.

CONFIDENTIAL INFORMATION

Confidential Information. All specifications, drawings, technical descriptions and details of processes (hereinafter called "information") submitted with our quotation or supplied to you pursuant to the Contract are supplied in confidence. You shall keep the information confidential and shall not disclose the same to any third party without our prior written consent and shall use the same only for the purposes of the Contract. Nothing in this clause shall prevent us from undertaking or offering to undertake for third parties any work or services similar to or designed to achieve the same results as the work or services provided under this Contract.

JIGS OR TOOLING

Any jigs or tools made by us for the purpose of the Contract shall remain our property notwithstanding that the cost thereof may be included in whole or in part in the Contract price. All drawings and information relating to such tools and jigs remain our property and our copyright and you undertake that you will not copy or make use of the same for the benefit of any third party without our prior written consent. Customers tooling supplied and kept on the premises will be required to be entered on an official tooling register, signed of and agreed by both parties. Failure on the customers point to undertake this exercise will mean that all customers tooling held on site will be at the customers risk in always.

ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the Contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within 30 days of the receipt of such notice, to some person appointed by the President for the time being of the Institute of Metal Finishing.

LEGAL CONSTRUCTION

Unless otherwise agreed in writing, the Contract shall in all respects be construed and operate as an English Contract and in conformity with English law and the English courts shall have exclusive jurisdiction over any matter arising out of the provisions of clause 21.

The company commits to monitor the key requirements of the AS9100 latest Rev. Standard as listed below on all orders received from their clients

- Prevention of counterfeit parts
- Contribution to product or service conformity
- Product safety
- Ethical behaviour

Our terms and conditions remain absolute at all times