

Terms & Conditions

1. Definitions

In these Conditions:

“The Company” means Northway Trading & Export Ltd.

“The Customer” means the company, firm or person who agrees to buy the Goods / services from the Company.

“The Goods” means the goods which the company is to supply in accordance with these Conditions. Any reference to “The Goods” shall, where appropriate, include a reference to part of them.

“The Services” means any service provided to the Customer, by the Company in accordance with the terms of this agreement.

“The Price” shall mean the purchase price as stated in the Company’s quotation.

“The Delivery Point” shall mean the location for delivery of the Goods specified in the Company’s quotation or order confirmation.

“Written” or “Writing” shall mean all correspondence whether in letter format or via email.

“Serious Breach” means any act which breaches a party’s statutory obligations or involves fraudulent acts.

2. Interpretation

Reference to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors thereof.

3. Formation of the Contract

These Conditions and the content of the Company’s quotation form the whole agreement between the Company and the Customer. No other express terms, written or oral shall be incorporated into the contract.

These Conditions of Sale override any other terms which the Customer may subsequently seek to impose.

Any statement by an employee or representative (other than a director) of the Company to:

- a) vary any of these terms or introduce any other terms, written or oral, into the contract;
- b) give any advice, make any representation, agree any condition precedent or enter into any collateral contract;
- c) give any guarantee of delivery or completion dates;

Shall not be binding on the Company unless confirmed by the Company in writing and signed by a director.

4. The Quotation

Our quotations are produced with as much detail as possible to avoid any misunderstandings. If something is missing that you would like included, please let us know and we will revise the quotation accordingly. Any additional works found to be necessary are to be agreed with the Customer and a separate revised or extra contract quotation will be provided for approval.

5. The Services

The Company will provide the services to the Customer as set out in the Quotation.

6. Time

The Company will seek to provide the Goods and Services as set out in the quotation within the timeframe specified in the quotation.

Timeframe and dates for completion of works or stages of work are for guidance only and the Company makes no guarantee that the Goods or Services will be provided within this time.

For the purpose of this Agreement, time is not of the essence and the Company shall not be liable for any loss or damage suffered by the Customer as a result of Goods or Services being delayed or postponed for any reason.

7. Materials

All orders to obtain materials, parts or components on behalf of the Customer are accepted by the Company subject to materials, parts and components being available to the Company from its suppliers and by accepting an order the Company does not give a warranty as to availability.

In the event that the Company is unable to obtain materials, parts or components which match any agreed specific specification, the Company reserves the right to vary the agreed specification of materials used if, in its opinion, the finished product will be of an equivalent or higher standard.

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Goods that are of special request, special specification and/or have been modified on request by the Customer are good which are non-returnable or cancellable after order.

Machines are not refurbished unless stated otherwise.

8. Price

The price of the Services will be set out in the Company's quotation.

If it becomes apparent that the price quoted is going to alter then you will receive notification in writing. In the event that you do not agree the additional costing then the Company will be unable to complete the works and will invoice you for the work provided to date.

All quotations will include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, the Company will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

9. Payment

All invoices are to be settled immediately upon request.

The Companies preferred currency is GBP UK Sterling.

The Company may ask for a Deposit.

Any Deposit paid will be non-refundable if the order is later cancelled.

Any amounts that remain outstanding beyond 30 days from the date of the invoice will be subject to interest. Without

prejudice to any other right or remedy that the Company may have, the Company may charge interest on the balance outstanding at an annual rate of 4% above the base rate of the Bank of England from time to time, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any Judgement and the Company may claim Interest under the Late Payment of Commercial Debts (interest) Act 1998.

10. Delivery

Delivery of any materials, goods or vehicles shall be deemed to take place at the moment of discharge at the Delivery Point, or in the event that the Customer collects and/or transports the materials, goods or vehicles from the Company, the moment that the materials, good or vehicles leave the premises of the company.

Written authority to remove any materials, goods or vehicles must be obtained from the company prior to collection and all outstanding payments must be settled in full.

Statements as to the time(s) and date(s) for delivery of the Goods shall be treated as estimates only. Time shall not be of the essence of the contract nor may be made so. The Company does not guarantee to meet any quoted delivery dates and the Customer shall not be entitled to refuse delivery or seek compensation because of the delay.

The Company will refuse to deliver any materials, goods or vehicles over roads or other ground which the Company considers unsuitable and any resultant abortive costs

incurred will be paid by the Customer to the Company.

It is the Customer's responsibility to advise the Company of any delivery/offloading restrictions and any additional costs incurred in delivery of the Customers order will be chargeable.

If the Customer refuses to accept delivery of the Goods or fails to give the Company adequate delivery instructions, then the Company may: -

a) Store the materials, goods, vehicles until actual delivery to the Customer or until the Goods are disposed of;

b) Sell the materials, goods, vehicles at the best price readily obtainable.

The Customer shall be liable to pay the costs of the sale.

The Customer shall be liable to pay a charge for handling, transportation, storage and insurance of the materials, goods, vehicles as reasonably incurred by the Company in respect of a) and b) above;

Further, if the materials, goods, vehicles are sold for less than the price payable by the Customer to the Company, the Customer shall be liable to pay to the Company the difference in price.

A delivery note which is signed by and on behalf of the Customer shall be conclusive proof of delivery of the materials, goods, vehicles described in the delivery note.

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11. Property and Assumption of Risk

Any property rights, title or ownership in any property or materials which are used by the Company in providing or delivering the service shall pass to the Customer only when full payment has been received by the Company from the Customer.

All risk and responsibility for any goods or material passes to the Customer:

- a) Upon delivery of materials if the company is effecting delivery; or
- b) Upon the materials leaving the possession of the Company if the Customer or another party is arranging delivery.

12. Specification

The Customer shall be solely responsible for ensuring that the specification of any materials, goods or vehicles requested and/or supplies meet their needs and requirements in respect of any quotation provided by the Company.

13. The Warranty

All customers will benefit from a 3 month or 300hrs UK warranty on all machines unless stated otherwise. Details of precisely what is covered by the Warranty is contained within in the company's Warranty Documentation.

In the event of a failure beyond the Warranty period we will be happy to investigate the cause and negotiate a solution to the problem and carry out any agreed repairs as soon as possible. The Customer charged for works carried out beyond Warranty

dates or to items not covered by our Warranty.

14. Termination

This agreement shall continue until the services have been provided or until terminated in accordance with this agreement.

Without prejudice termination would be immediate if:

- a) either party commits a serious breach of the terms of this agreement;
- b) either party commits a breach of this agreement which cannot be remedied;
- c) the Customer, as a company becomes insolvent in accordance with Clause 21 of this document.

15. Disclaimers and Exclusions

The Company shall have no liability in contract or in negligence or otherwise for consequential loss, indirect loss, or economic loss, howsoever arising. This exclusion would include but is not limited to loss of profit, loss of contracts, and damage to the property of the Customer or a third party.

The provisions of Clause 15 do not apply to the following:

- a) to claims for death or personal injury to persons arising out of the Company's negligence.
- b) to claims for breach of warranty of title implied by law.
- c) to claims for related fraudulent activity or activities.

16. Indemnity

The Customer shall indemnify the Company against any loss or damage which results from the Customer's breach of this agreement or failure to abide by any of its terms.

17. Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

18. Warranty of Contractual Capacity

Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

19. Whole Agreement

This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.

20. Governing Law

This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to

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the exclusive jurisdiction of the English Courts.

21. Insolvency

If the Customer, being a company,

a) has a petition presented for its winding up; or

b) passes a resolution for voluntary winding-up (other than for the purpose of a bona fide amalgamation or reconstruction);

or

c) enters into a voluntary arrangement with its creditors; or

d) becomes subject to an administration order; or

e) being an individual or firm;

f) becomes bankrupt or insolvent;

or

g) enters into a voluntary arrangement with creditors;

Then the Company shall be entitled to treat the contract as being at an end or suspend any further deliveries under the contract. If the Goods have been delivered but not paid for, the price shall become due and payable immediately regardless of any previous agreement to the contrary.

22. Severance

If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect.

If any unlawful and/or unenforceable Clause would be

lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

23. Miscellaneous

Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the Contracts (Rights of Third Parties) Act.

The Company may transfer its rights and obligations under these Terms to another organisation, and in such circumstances will notify you in writing if this happens. This will not affect your rights or the Company's obligations under these Terms.

The Customer may only transfer any rights or obligations under these Terms to another person / party if the Company agrees in writing. Any such agreement must be signed by a Director of the Company.

Nothing in this contract is intended to, or shall be deemed to, establish any partnership or joint venture between you and the Company.

The company reserves the right to bring any action which arises out of your failure to comply with the obligations set out within the terms of this agreement at any stage up until the statutory limitation period. Should the company require recourse against you beyond the statutory limitation period then an application would be required for permission from the Court.

If the Company agrees to waive any default of this agreement by the Customer, it will only agree to do so in writing. This agreement must be signed by a Director of the Company.

24. Contact Details:

Northway Trading & Export Ltd

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Bradman Road

Knowsley Industrial Estate

Kirkby

Knowsley

Liverpool

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