

THE FOLLOWING STANDARD CONDITIONS APPLY TO EVERY ACCEPTED ORDER BY NORTON ENGINEERING ALLOYS LTD
STANDARD CONDITIONS

- 1 In these conditions:
 - "The Company" means Norton Engineering Alloys Co Ltd
 - "The Customer" means any person who places an order with the Company for the supply of goods and/or services.
 - "Home market" means Great Britain.
- 2 a) These conditions constitute the only terms of the contract between the Company and the Customer irrespective of any prior correspondence or dealings or any conditions appearing on or forming part of the Customer's order.
 - b) The acceptance by the Company of all orders placed by the Customer is subject to these conditions and no variation of or addition to these conditions may be made unless in writing by a Director of the Company.
 - c) No contract will be concluded between the Company and the Customer until the Company has despatched its written acceptance of the Customer's order and has approved and not withdrawn approval of the Customer's credit.
- 3 All tenders and quotations by the Company are made subject to contract and may be altered or withdrawn without notice.
- 4 The purchase price for the goods will be set out in the Company's invoice as the price ruling at the date of delivery notwithstanding anything contained in any tender or quotation unless firm prices for a fixed period have been quoted in writing.
- 5 Terms of payment:
 - a) For goods to be delivered within the home market:- Payments of the purchase price is due within 30 days after the date of the Company's invoice, unless otherwise agreed in writing.
 - b) For goods to be delivered elsewhere:-
Payment is due in sterling against shipping documents in London.
 - c) Interest at one per cent above Bank rate with a minimum of 5 per cent per annum is chargeable on all overdue invoices.
- 6 The purchase price will be payable by the Customer in strict accordance with these conditions notwithstanding any delay in delivery or performance under the contract of any adjustments or corrections of defects which may be required to the goods.
- 7 Packing cases (where charged and returnable) will be credited in full if returned to the Company in proper condition, carriage paid, within three months of the date of despatch from the Company's premises.
- 8 Any information from the Customer necessary to enable the Company to proceed with an order must be furnished within a reasonable time, otherwise the Company may cancel the order. Whether the order is cancelled or not, the Customer will be liable to the Company for any loss however incurred. Goods will be supplied on the basis of technical data supplied by the Customer. The Company will not be responsible for inefficient performance of the goods supplied if this is supplied due to conditions not disclosed at the time the order is accepted.
- 9 a) The Company selects materials with due regard to their suitability for the Customer's requirements provided that:- In the case of materials, parts or components not manufactured by the Company, the liability of the Company to the Customer is limited to the benefit of any guarantees given by the manufacturer in respect thereof, insofar as such benefit may be transmitted to the Customer.
 - b) Where the Customer supplies materials, they must be of a suitable hardness, temper and surface finish and whilst every care will be exercised in working on the Customer's own materials, the Company accepts no responsibility for any damage, errors or defects which may occur in executing the contract. The Company will not accept return of goods made to the Customer's own specification.
- 10 The Company guarantees the goods for a period of 12 months against defects in workmanship providing that:-
 - a) The liability of the Company to the Customer under these conditions or otherwise howsoever in respect of or in connection with the goods will be restricted to the replacement of the goods or a refund of their purchase price (as the Company may at its option decide).
 - b) Written notice of complaint is received by the Company within 12 calendar months of despatch of the goods from the Company's premises.
 - c) The part or parts of the goods complained of are returned at the Customer's entire risk, suitably packed or bundled, carriage paid, to the Company.
 - d) The defect has not been caused by carelessness or improper treatment after despatch from the Company's premises.
 - e) The Customer will be liable for the cost of removal and refitting of all defective parts unless otherwise agreed in writing.

- f) The Company will not be liable for any consequential loss or damage arising out of any defect of any goods or parts including, but without prejudice to the generality of the foregoing, the loss of the use of any goods and any charges incurred by the Customer in rectifying the defects and
- g) Save as expressly provided in this condition and in condition 9a) above all warranties, conditions and representations whether express or implied by statute or at common law and whether collateral to the contract or otherwise are hereby excluded.
- 11 Where the Company provides any labour at the Customer's premises the Customer shall indemnify the Company against the consequences of any defect or unsuitability of any tackle, plant or apparatus provided by the Customer and against any claims by the third parties at common law or statute.
- 12 Where indefinite quantities specifications or margins are given on an order the Company's interpretation of same is to be accepted and Customer shall accept the goods as completed by the Company.
- 13 All offcuts whether from material supplied by the Customer or by the Company and all parts for which the Company has supplied a replacement under condition 10 above will become the Company's property.
- 14 Delivery will be made pursuant to the following conditions;-
- a) Delivery is deemed to be effected
- i) if the Customer is to collect the goods himself, as soon as they are ready for despatch and the Customer has been so notified and
- ii) in any order case as soon as the goods are despatched from the Company's premises.
- b) Each part of delivery or instalment of the goods shall be deemed to be sold under a separate contract and no default by the Company in respect of any part delivery or instalment will entitle the Customer to refuse to accept any other part delivery of instalment.
- c) Times or dates for delivery are commercial estimates only and are not contractual obligations of the Company. The Company will make every endeavour to deliver or perform by the time or date given but will not accept cancellation or be liable for loss claimed to have arisen from delay unless agreed in writing to the contrary.
- 15 On delivery the goods are at the risk of the Customer but the property in the goods will remain in the Company until payment has been received by the Company in full including interest (if any).
- 16 On despatch of goods from the Company's premises an advice note will be sent to the Customer. If the goods are not received within 10 days of the date of this advice note the Company must be promptly notified. Claims for missing goods will not be accepted by the Company unless this has been done. Any damaged goods or short deliveries must be notified to the Carriers and the Company advised of the nature of the complaint so that necessary action can be taken. The Company will not be responsible for replacing missing or damaged goods unless notified.
- 17 If the customer refuses to accept any delivery tendered in accordance with these conditions or fails to make any payment provided in any contract with the Company the total price for goods to be delivered under such contract will become immediately due and payable and the Company will in addition have the right to suspend performance of any contractual obligation to the Customer until payment has been received by the Company in full including interest (if any).
- 18 a) The Customer represents and warrants to the Company that no specification in respect of goods to be supplied (including but without prejudice to the generality of the foregoing) infringes the rights of any person in any patent, trade mark, design copyright or similar anywhere in the world and the Customer will keep the Company indemnified against all loss, damages, claims, costs, charges, expenses and demands incurred, suffered or made by or against the Company as a result of any breach of such representation and warranty.
- 19 Any notice to be given by either party hereto to the other shall either be delivered by hand to the party concerned or to its authorised agent or sent by first or second class post to such party at such party's last known address or (in the case of a company) to its registered office and shall if posted be deemed to be served when in the ordinary course of post the same would be delivered.
- 20 The conditions are governed in all respects by English Law and the Customer submits to the jurisdiction of the English Courts.
- 21 Cancellation Charges – orders cancelled may be subject to a cancellation charge.

22 NEACO must be notified in writing of any returns within 7 days of delivery. No items can be returned until NEACO have confirmed what will be accepted. It is the responsibility of the purchaser to arrange carriage back to NEACO. A handling charge of 25% will apply and an additional 10% charge for repacking will be levied where packaging is damaged/opened. We cannot accept return for any items that have been made to order. Any damaged goods must be reported in writing upon receipt of delivery and recorded on the courier's paperwork.

All prices are subject to alteration to provide for any increase in wages and/or material if granted at a date later than the date of the quotation. This quotation is given on the understanding that in the event of suspension of work owing to Strikes, Lock-outs, Trade Disputes, or Accidents deliveries may be wholly or partly suspended until work is resumed.