

TERMS OF TRADING

NELSON DISH & GLASSWASHING MACHINES LTD

The following terms govern any agreement between Nelson Dish and Glass Washing Machines Limited or associated company ("the Company") and any customer ("the Customer") for the supply of goods by the Company. No officer of employee of the company has the authority to alter or waive any of the following terms save a director of the company who may do so in writing. These terms shall prevail over any other terms of the agreement which are inconsistent whether directly or indirectly, with these terms, and the Company supplies goods only on a basis that these terms override any other terms referred to by the Customer.

1. Description

In the absence of a written undertaking to the contrary, the Company may vary or modify the design specification or finish of the goods without prior notice to the customer.

2. Prices

2.1 Unless otherwise stated all prices are exclusive of VAT, customs, dock or harbour dues, consular or any other taxes or charges not specifically quoted by the company. In addition to the quoted price the Customer will be liable to meet any additional cost to the Company resulting from change in market conditions between the date of quotation and the date of supply, including but not limited to the increase in the cost of labour, materials and transport.

2.2 Where supply by the Company involves export from the U.K. the goods will be

2.3 sold ex warehouse and the Customer will pay the cost of packing and any other charges accruing at the time of despatch.

2.4 Where the total order value less than £50 the Company may require payment of a (small) handling charge (not exceeding 10% order value).

3. Delivery and Performance

3.1 All dates quoted for delivery or the performance of service are estimates only, and time shall not be of the essence of the contract. The Company shall not be liable for any loss or damage directly or indirectly through delay in delivery.

3.2 In the event of deferment or non-acceptance of delivery after notification to the Customer that the goods are ready for despatch, the Company may levy a demurrage charge of 2.5% invoice value per month and charge for any redelivery costs.

4.1 Where delivery of the contract goods is ex the Company's works, the risk shall pass to the Customer at the commencement of loading onto any vehicle transporting the goods from such works,

4.2 Where delivery of the contract goods is to designated place, the risk shall pass to the Customer upon arrival at such place immediately prior to unloading. The Company will replace or repair at its option any goods damaged in transit provided that the Customer give written notice of damage within 3 days of receipt of goods. The Company will not have any further liability of any nature whatever in respect of goods damaged in transit.

5. Payment

5.1 Sale: Unless otherwise specified by the Company in writing payment shall be made by the customer as follows:-

EITHER:-

(For kitchen contracts) A deposit of 30% order value is due on placing the order, and 90% of the balance is due no later than 7 days before delivery. The company reserves the right to delay or refuse delivery in the event that it does not hold cleared funds in its bank account at least 3 days before the date fixed for delivery. The balance is payable on completion of any works to be carried out by the Company or 30 days from delivery, whichever is the sooner. **OR:-**

(For account or COD customers) Payment is due for account customers on the final day of the month next following the month of invoice, unless selling the goods on when payment is due in 30 days. Customers without an account must pay COD or against proforma invoice.

5.2 Lease: A deposit equivalent to 3 months or 6 months as the case may be (depending upon the terms of the lease) rental payments is due on placing of order plus completion of all documentation relating to the lease.

6. Title

Title in any goods supplied by the Company shall remain vested in the Company until the Customer has paid in full (a) for such goods (b) for any other goods which have been delivered to the Customer at any time by the Company. The Customer may not resell any goods supplied by the Company before payment in full to the Company, and in the event that the goods are resold before such payment has been made by the Customer shall not hold the proceeds of the sale of such goods on trust for the Company.

7. Warranty and Liability

7.1 This warranty is given subject to the Company being fully indemnified by the manufacturer and the Company's warranty shall extend beyond the warranty given by the manufacturer. Provided that the Customer has paid in full for the goods not later than the dates due for payment hereunder, and has properly maintained the goods in accordance with any instructions given by the Company, and has allowed full access to the goods for inspection and testing, the Company will replace without charge any goods of its manufacture which have become faulty by reason of defective materials or workmanship within 12 months of delivery to the Customer.

7.2 The Company shall not in any circumstances be liable for any consequential loss occasioned by any use of or defect in the goods supplied and shall have no liability under 8.1 agreed in writing to such purchase in advance.

7.3 The Company shall not be responsible for damage or loss of any kind whatsoever to any property or persons howsoever arising from the use of the goods or otherwise in connection with the installation or erection of the goods.

8. Erection, installation and commissioning

8.1 The Company's obligation to erect and install equipment is subject to there being convenient access to the site, such as to include motor-vehicular transport to a point not more than 5 meters from the point of installation.

8.2 The Customer shall be responsible for ensuring that the site is level, clear and ready for any work of erection or installation by the Company. Any services run by other Contractors must be terminated with proper stopcocks, valves, isolators or other appropriate appliances and sufficient tolerances must be left to allow convenient fitting of all necessary pipework and waste traps.

8.3 In the event that the Company is unable by reason of failure of the Customer to meet the requirements of 9.1 or 9.2 above to complete the erection or installation of equipment in one continuous visit during normal working hours, the Customer will meet all reasonable additional charges incurred by the Company in completing its work. This provision is without prejudice to the Company's right not to carry out work of erection or installation where there is no convenient access to the site.

8.4 Unless otherwise specified all wastes will be run in plastic, and the Company will not be responsible for (a) making good or painting external duct work, (b) connections to or removal of existing equipment, (c) erecting scaffolds, (d) planning, building regulation, or any other consent whatever that may be required for the works, or (e) the earth bonding of any equipment.

8.5 The Company shall be entitled to sub-contract any of its obligations to the Customer.

8.6 Any surplus fittings or materials shall remain the property of the Company and shall be returned by the Customer within 14 days of the completion of the work.

9. Third Party Liability

The Customer is responsible for effecting insurance to cover any injury to persons or damage to property caused whatever reason by the goods or by the uses of the customer or any other person, and will indemnify the Company in full against any claim brought against it by any person (including the Customer) in respect of personal injury or damage to property so caused.

10. Default

Should the Customer default in paying any monies due to the Company (a) the Customer shall be liable to pay interest on the unpaid balance of such monies at 4% above National Westminster Bank base rate during such period as the monies remain unpaid and (b) the Company shall be entitled to suspend all further deliveries of goods to the Customer until all sums outstanding have been paid or cancel any contract between it and the Customer not then executed in full.

11. Patent and other rights

Where work is carried out by the Company to the Customer's specifications the Customer shall indemnify the company against all claims in respect of which the Company may be liable and all costs and expenses incurred by the Company in respect of such claims arising out of an infringement or alleged infringement of any patent, registered design or other intellectual property right.

12. Force Majeure

The Company shall be relieved of all its obligations to the Customer the fulfilment of which is prevented or impeded by; (a) war, invasion, act of foreign hostility (whether declared or not), civil insurrection, riot, disturbance or unrest; or (b) any statute, rule or regulation, order or requisition issued by any competent authority; or (c) any strike, lock-out, breakdown or plant; or (d) any caused beyond the Company's control.

13. Proper Law

The supply of any goods by the Company shall be subject to English Law and the courts of England or Wales shall have exclusive jurisdiction in respect of any dispute or whatever nature arising in respect of such supply.