

## **Standard Conditions of Sale for Goods sold by Northern Municipal Spares Ltd**

### 1. Definitions

In these Conditions of Sale:

"The Seller" means Northern Municipal Spares Limited, also trading as ProBrush.

"The Buyer" means the person, firm or company purchasing the goods.

"The Goods" means the goods or materials that are the subject of the contract between the Seller and the Buyer.

### 2. Acceptance and Cancellation of Order

All contracts are made and all orders are accepted by the Seller on the following conditions. These conditions are the only terms or conditions upon which the Seller supplies the Goods and no other terms or conditions are accepted unless expressly approved by the Seller in writing.

No order accepted by the Seller may be cancelled without the Seller's prior written consent, which will only be given on terms that the Seller is to be indemnified against all costs and liabilities incurred directly or indirectly in connection with the order.

### 3. Orders

Orders only become binding on the Seller upon the submission by the Seller to the Buyer either of a written order confirmation or of an invoice. Expressions used by the Buyer such as "as previously supplied" or expressions to the like effect shall be understood to refer only to the quality of the Goods concerned and not to previous prices.

### 4. Prices

i. All prices exclude freight, insurance, tax & duty unless otherwise specified.

ii. The prices or charges specified in any quotation are related to the Seller's costs of manufacturing, obtaining and paying for Goods, parts or materials prevailing at the date thereof. In the event of there being an increase in such costs caused by any reason, including increase attributable to alterations in tax or duty or in the exchange rates of any currency, the Seller shall be entitled to vary its prices or charges from those quoted, whether or not such increase was or should have been foreseen by the Seller at the date of the quotation.

iii. All prices quoted exclude VAT. The VAT rate applicable shall be the rate prevailing on the date of invoicing. V.A.T. is charged on all UK deliveries.

iv. V.A.T. will not be charged to E.E.C. deliveries (outside the UK) provided the buyer provided us with its own V.A.T. number.

v. V.A.T. (Sales Tax) will not be charged to customers outside the E.E.C.

vi. The Seller will not be liable for any duty or local import taxes.

vii. Prices quoted are in GB Pounds £ Sterling, unless quoted in writing as otherwise.

viii. The seller is not liable for any freight, storage, custom clearance, handling charges or customs duty or local taxes.

### 5. Payment

(a) For approved regular customer accounts, payment shall be made not later than 30 days following the date of the Seller's invoice.

(b) If any sum payable under the terms of this agreement is not paid by due date the company shall be entitled to require the customer (without prejudice to any of the companies rights hereunder) to pay interest on the arrears at the rate of 3% per month above the RBS PLC Base Rate. This will be charged on all monies outstanding after this date and the Buyer shall pay to the Seller all legal and other fees costs and expenses incurred by the Seller in connection with the collecting by the Seller of any payment not made in time.

(c) Where payment is agreed to be made by instalments any delay or failure in payment for any one instalment shall render all remaining instalments due forthwith.

(d) The seller may revoke any; early payment, volume or trade discount, should the sellers credit terms be broken.

(e) Tooling terms of payment are: 50% with purchase order, 25% upon receipt of first sample parts, 25% upon approval of sample parts. Total payment must be received on all tooling prior to any production runs.

(f) Unless the buyer is an account customer, payment must be received for the whole of the price of the goods on order, and any applicable charges for freight before the buyers order can be accepted.

Alternatively, credit card details can be lodged with order.

(g) Credit card transactions that origination from outside of the UK will be converted to Sterling at the exchange rate applicable at the time the transaction is processed by either the credit card company or as listed on the HM Revenue & Customs web site.

(h) Punctual payment of all supplies and any other sum payable hereunder shall be the essence of the agreement and the company shall be entitled to at its discretion to deem the agreement repudiated by the customer if any sum payable shall remain unpaid for more than seven days after having become due.

(i) The company hereby irrevocably appoints any third party paying charges on behalf of the customer to be the customers agent for the purpose of the company receiving all monies payable under the agreement.

(j) A late payment administration charge of £50.00 will be payable by the Customer on first demand in respect of any payment which fails to reach the company by the due date (to include dishonoured cheques) or which is not paid by the agreed method of payment or currency.

#### 6. Delivery

The delivery terms are ex-works. Where the Buyer allows the Seller to arrange the freight, the Seller shall be entitled to deliver Goods supplied pursuant to any order by the Buyer on any week-day during normal working hours after the period for delivery has commenced. Delivery of the goods shall take place when the goods are delivered at the address specified on the Seller's quotation or other documentation. Any delivery date or dates, which may be quoted verbally or in writing, are estimates only. The Seller shall not be liable for failure to deliver by such date or dates, or for any damage or loss arising directly or indirectly out of delay in delivery. The seller is not liable for any freight, storage, custom clearance, handling charges or customs duty or local taxes. The buyer may arrange its own transport company to collect the goods from the seller.

#### 7. Insurance and Risk

Unless otherwise agreed in writing between the parties, the risk of loss or damage to the goods shall pass to the Buyer upon dispatch to the Buyer.

#### 8. Shortages and Damage and/or Loss in Transit

Unless otherwise agreed in writing between The Buyer and Seller the Seller may deliver against any order excess and/or deficiency up to ten per cent of weight or volume ordered without any liability whatsoever to the Buyer save the price shall be adjusted accordingly.

The Buyer shall inspect the goods immediately upon delivery and shall, within two days of such delivery, give notice in writing to the Seller and to the carrier of all claims on account of shortage and of damage to or loss of the goods in transit. Claims for non-delivery must be submitted in writing to the Seller within six days after notification of dispatch. In the absence of receipt of such written notice within the prescribed time limits, the Seller shall be discharged from all liability in respect of shortage and of loss or damage to the goods arising in transit.

#### 9. Quantities

The Seller shall be entitled to deliver the Goods in a single delivery or by instalments as it sees fit. Each parts delivery constitutes a separate contract and no default by the Seller in respect of any such part delivery shall entitle the Buyer to reject or to refuse to accept or pay for any other part delivery.

#### 10. Change of specification

The Seller reserves the right to alter the specification of the goods at any time without prior notice and to supply goods as altered in the performance of any Contract.

#### 11. Retention of Title

(I) Notwithstanding delivery and the passing of risk title to the goods shall remain with the Seller until payment in full has been made to the Seller for the goods, and all other sums due to the Seller.

(II) Where full payment has not been made to the Seller and the Buyer uses the goods in his manufacturing process or incorporates the goods with other products, the Seller shall retain the title to the goods insofar as such goods are identifiable.

(III) Until such payment is made to the Seller, the Buyer shall hold the goods on a fiduciary basis only, and shall store the goods so as be clearly identifiable as being the property of the Seller. Access shall be provided by the Buyer for the Seller's representative to investigate the storage of the goods and to effect their collection.

(IV) The Buyer has a right to dispose of the goods in the course of his business and to pass good title to his customer without notice of the Seller's rights. In the event of such disposal, the Buyer has the fiduciary duty to the Seller to account to the Seller for the proceeds (which shall be kept separate and identifiable from the Buyer's own monies).

(V) In the event of the Buyer entering into liquidation or having a winding-up order made against him or a Receiver or Administrator or Receiver and Manager being appointed to control his assets or in the event of the Buyer being an individual or individuals he or any of them committing any act of bankruptcy or having any bankruptcy petition presented against him or any of them, then the right to dispose of the goods as set out in sub-clause (IV) hereof shall cease and the Seller shall have the right to enter the Buyer's premises in order to retake possession of the goods.

(VI) A Receiver or administrator will be held personally liable to account for the proceeds of any disposals made after the date of his appointment.

#### 12. Lien

The Seller shall in respect of all unpaid debts due from the Buyer under the same or any other contract have a general lien on all goods and property of the Buyer in its possession (although such Goods or some of them may have been paid for) and shall after the expiration of fourteen days written notice to the Buyer be entitled to dispose of such Goods and property as it deems fit, and apply the proceeds towards such debts, returning any surplus proceeds to the Buyer.

#### 13. Suitability

The Seller gives no warranty or representation (and none shall be implied) that the goods are suitable for any purpose and the Buyer must satisfy itself that the goods are suitable for the purpose for which it intends to use them.

#### 14. General Liability

The Seller warrants that the goods are produced in accordance with the standard specifications stated in the Seller's current official literature.

Save as aforesaid all other conditions, guarantees, or warranties whether express or implied, are hereby excluded. The Seller's liability for any and all direct loss or damage resulting from any breach of the warranty contained in this sub-clause or from any defects in the goods or from any other cause shall be limited to the purchase price of the quantity of goods in respect of which such loss or damage is claimed and in no circumstances will the Seller be under any liability in respect of any indirect or consequential loss or damage whatsoever and howsoever arising.

All recommendations and advice given by the Seller or its representatives as to the mode of storing, applying or using the goods, are given without guarantee.

Nothing in this clause shall exclude or restrict the Seller's liability for death or personal injury resulting from negligence.

#### 15. Health & Safety

Please note that it is the responsibility of the end user of our products to ensure the products suitability for the purpose of its intended use. This includes assessing all risks before use & handling. Products such as brushes should be inspected every 4 hours and replaced at the first sign of fatigue or damage. As a guide we recommend that wire brushes should not be used at airports, race tracks, pedestrian shopping pavements, etc.

#### 16. Indemnity

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims, demands or expenses in connection therewith for which the Seller may become liable in respect of the goods, in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the Seller or the Seller's breach of any of its obligations hereunder.

#### 17. Default

Without prejudice to any other rights available to it the Seller shall have the right to terminate all or any contract between the parties or to suspend delivery if:

- The Buyer fails to pay any monies owing by the due date.
- The Buyer commits any breach of Contract.
- The Buyer goes into liquidation or has a receiver appointed or commits any act of insolvency.
- The Seller has any reason to doubt the credit worthiness of the Buyer.

The Seller has any reason to be entitled to exercise any rights to terminate the contract or withhold delivery at any time during which the event or default giving rise thereto has not ceased or has been remedied and in the event of delivery being withheld the Seller shall be entitled as a condition of resuming delivery to require pre-payment of or such security as it may require for any payments which may be or become due to the Seller.

#### 18. Disputes and Set-Off

The Buyer will not be entitled to withhold payment of any monies correctly invoiced by and due to the Seller because of any disputed claim against the Seller.

Without prejudice to the generality of the foregoing the Buyer will not be entitled to withhold payment of any part of the price beyond the due date for payment after it has commenced to use the goods notwithstanding that further obligations remain to be performed by the Seller and no liability of the Seller under Clause 14 above shall entitle the Buyer to withhold payment of any part of the price.

#### 19. Impossibility of Performance

Deliveries may be suspended by either party during any period in which it is prevented from manufacturing, delivering or taking delivery of the goods through any circumstances outside its control.

#### 20. Returns

No good shall be returned for credit without first obtaining written permission from any executive officer of Seller. A minimum inspection and handling charge of 20% the goods value will apply.

#### 21. Trade Names

The Buyer agrees to save and hold the Seller harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of negligence or lack of due care by the Buyer or the Buyer's customers, agents, employees or invites involving use of goods supplied by the Seller. The Buyer shall protect and indemnify the Seller against all claims of infringement of patents, designs, copyrights or trade names with respect to items manufactured wholly or partially to the Buyer's designs or specifications. In addition, the Seller makes no representation or warranty that the goods shall be delivered free of the rightful claim of any third person by way of patent or trademark infringement or the like.

#### 22. Material

Whilst every endeavour will be made to supply material in accordance with the quality of drawing or samples submitted or quoted for this cannot be guaranteed.

#### 23. Buyer's Terms

The Seller does not accept any provision contained in the Buyer's purchase order, which is not consistent with these Standard Conditions of Sale.

#### 24. Proper Law and Jurisdiction

These conditions and the contract between the parties shall be construed and applied in accordance with the law of England, and the English courts shall have sole jurisdiction in any dispute relating thereto. If any part of these conditions is found to be invalid or unenforceable by a court, the rest of the conditions are unaffected.

#### 25. Confidentiality

Each party must treat all information received from each other as 'confidential'.

You can view and print these terms and conditions on line at [www.northern-municipal.com](http://www.northern-municipal.com)

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