

GENERAL CONDITIONS OF SALE

1. These terms are the only terms on which we accept goods for processing and apply to all orders, whether or not specifically referred to at the time of ordering. In the event of a customer's order containing or being subject to conditions at variance with these terms, those of NTR Limited shall prevail unless agreed in writing by our Managing Director prior to the work being undertaken. If the customer does not accept any of these terms as responsible the matter must be raised in writing with us with a view to special terms being negotiated prior to the work being undertaken. No other variation of these terms shall be effective and delivery of goods to us for processing shall be taken as the customer's acceptance of these terms.
2. Payment terms are nett cash thirty days following the date of invoice. We reserve the right to charge interest at the rate of 4% per annum over HSBC UK Bank PLC base lending rate for the time being on all accounts from the date upon which they become due for payment until the date upon which payment is received by us. We shall be entitled to lien on customer's goods in our possession in respect of any account unpaid and reserve the right to sell the same or part thereof in order to satisfy any such account.
3. Quotations hold valid for the quantities stated but prices are subject to variation should the quantities be reduced. The quotation is valid for 30 days.
4. Orders are not binding until formally accepted by us, and in the meantime, prices are subject to alteration without notice.
5. Contract orders are accepted on the basis that our service will be provided within the agreed period and any extension in the delivery period requested by the customer will attract an extra charge.
6. The time for delivery is given as accurately as possible. However, it is not guaranteed and is subject to cover delay caused directly or indirectly by war, strikes, lock-outs, works breakdowns, delays in transport, accidents, Government prohibition or restriction, labour difficulties, fire or any cause beyond our reasonable control.
7. Errors and omissions are subject to correction.
8. Defective goods or parts of our own manufacture will be replaced or reworked free of charge, (carriage paid in the United Kingdom or F.O.B. British Port) if within one month after receipt at the customers premises the goods are reported to NTR Limited as being defective and provided that such goods shall be proven to our own satisfaction to be defective. No claim for expenditure beyond such goods or for any consequential damages will be eligible.
9. Claims for goods rejected as damaged in transit cannot be allowed unless goods have been signed for as "damaged" or 'unexamined" and carriers and ourselves are notified within three days of delivery.
10. Orders once accepted by us cannot be cancelled without our consent in writing, and if consent is given a charge will be made to cover expenses and the cost of any work involved.
11. All prices are quoted exclusive of V.A.T. which if applicable will be charged at the valid rate at the date of invoicing.
12. Compensation for loss however caused shall be at the rate equivalent to the value of the goods when despatched by the customer and not at the replacement value or a value after the Reclamation Service has been carried out. Such compensation will be limited to a maximum of 10% of the new replacement cost on the basis that the goods are unusable when sent to us.
13. Whilst we endeavour to secure customer's goods in our custody such goods are accepted at the sole risk of our customers who should arrange to insure them against fire damage, malicious damage, theft and such other risks as they think fit.
14. All contract orders shall be constructed in conformity with English Law.