

## NOVATECH UK LIMITED

International suppliers of high-quality used equipment to the pharmaceutical, Toiletry, Cosmetic, Food and General Processing Industries.

### **TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

- 1.1 The meaning of some of the words used within these Terms and Conditions.
- 1.2 "The Company" Is a reference to Novatech UK Ltd, Company Number 02387199 whose registered office is Unit 2 Angel Park, Drum Industrial Estate, Chester-le-Street, County Durham, DH2 1AQ
- 1.3 "The Customer" Means the person who is purchasing goods from the Company.
- 1.4 "Terms" Means the terms set out in this document.
- 1.5 "Goods" Means the goods/machinery that we are to supply to you for which you are to pay Novatech UK Ltd
- 1.6 "Quotation" Shall mean the Quotation prepared by the Company
- 1.7 "Order" The Customers offer shall mean the Quotation prepared by the Company which is accepted by the Customer and is subject to the Terms and Conditions set-out in this document.
- 6 "Contract" Means the contract to supply Goods supplied by the Company to the Customer.
- 1.7 "Third Party Contract Terms & Conditions" Means any contract entered into between the Company and any Third Party (other than the Customer).

#### **2 CONTRACT**

- 2.1 All orders placed are accepted by the Company only in accordance with these terms and conditions
- 2.2 These terms and conditions set out the whole of our agreement relating to the Contract between the Company and Customer. Nothing said by any salesperson, agent, employee, director or other representative of the Company should be understood as a variation of these Contract terms or as an authorised representation about the nature or quality of any Goods offered for sale. Except for fraud or fraudulent misrepresentation, the Company shall have no liability for any such representation being untrue or misleading.
- 2.3 These terms can only be varied by the Company in writing specifically referring to a formal variance of these terms of Contract. Any such variance will only be for that particular Contract and will not apply to any previous or subsequent Contracts.

#### **3 PRICE**

- 3.1 The price for the Goods shall be the price as set out on the Quotation Form as set out at the end of the Companies Terms and Conditions supplied by the Company to the Customer and the price shall be exclusive of VAT which is payable in addition at the rate applicable at that date.
- 3.2 Prices quoted by the Company are based on costs prevailing at the time when they are given or agreed with the Customer.
- 3.3 However, the Company shall be entitled to adjust the price of the Goods if any of the following occurs:
- 3.3.1 any factor beyond the Companies control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 3.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
  - 3.3.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
- 3.4 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 3.5 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT Invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

#### **4. PAYMENT**

UNIT 2 ANGEL PARK, DRUM INDUSTRIAL ESTATE, CHESTER LE STREET,  
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- 4.1. Payment is either to be in Cash or by Debit/Credit Card or in Cleared Funds sent by way of BACS Transfer to the Companies Account, before any collection/delivery date will be arranged.
- 4.2. If payment is not received by the Company in full from the Customer within 30 days the Company reserves the right to sell the Goods to any other party.
- 4.2. On any approved credit account payment is due net monthly, which is the end of the following month from the date on the invoice, unless otherwise agreed in writing by the Company.
- 4.3. Late payment will lead to interest being charged at 8% above Bank of England base rate (variable) until payment is received in full.
- 4.4. The Company reserves the right to:
  - 4.4.1 Remove any Credit Facilities agreed with the Customer until all outstanding accounts have been paid in full.
  - 4.4.2 Refuse the Customer any further Credit, until additional security has been provided to the Company.
- 4.5. The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set off or counterclaim, for any reason whatsoever.
- 4.6. The Company shall be entitled at all times to set off any debt or claim of whatever nature which the Company may have against the Customer against any sums due from the Company to the Customer.

### 5. **GOODS**

- 5.1. The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company in connection with this Contract.

### 6. **DELIVERY**

- 6.1. The Company shall not be responsible for any arrangements with regards to the delivery of any Goods purchased from the Company.
- 6.2. Upon receipt of payment in full for the Goods in accordance with Clause 3.1, the customer shall collect the Goods from the Companies premises or such other location as the customer is advised by the Company prior to Delivery.
- 6.3. Collection is to take place within 7 days of payment being received in full by the Company.
- 6.4. The Customer must provide at least 2 days written notice of the time and date on which they are to collect the Goods purchased from the Company.
- 6.5. The Company shall not be liable for any delay in the delivery of Goods in any event and the time for delivery is not time of the essence.
- 6.6. If the customer fails to collect the Goods within 7 days from the date on which the Goods were paid for in full then the Company reserve the right to charge the Customer for the storage of the Goods at a rate of £50.00 per day.

### 7. **CANCELLATION**

- 7.1. Unless otherwise agreed in writing by the Company orders may not be cancelled, if an order is cancelled then the Customer is liable to pay the Company in respect of all costs associated with progressing the Order to that date.

### 8. **LIABILITY**

- 8.1. The Customer is invited and encouraged to inspect all Goods prior to purchase.
- 8.2. The Company shall provide to the Customer as much information as they hold on the Goods as to the past history of the Goods.
- 8.3. The Customer is warned and acknowledges that Goods purchased from the Company may bear or contain hazardous substances, products or materials which may be or may become by chemical reaction or otherwise, directly or indirectly hazardous to life, to health, or to property.

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- 8.4 The Customer hereby discharges and releases the Company from any and all liability directly or indirectly resulting from the presence of the aforesaid hazardous substances, materials including, but not limited to, any and all liability directly or indirectly resulting from the failure of the Company to give more specific warning with respect to the Goods or from the inadequacy of any warning.
- 8.5 In the event that a defect in the Goods is discovered by the Customer and reported to the Company in writing within a period of 5 working days from the date upon which the Goods are collected from the Companies premises where such a defect was caused by faulty design or manufacture, the Company will at its discretion either repair the Goods at its expense, replace the Goods or refund the purchase price of the Goods, subject in all cases to the return of the Goods (or such of them as claimed to be defective) to the Company by the Customer, at the Customers own expense.
- 8.6 The Company does not provide any warranties in respect of any Goods sold and purchased by Customers including but not limited to those implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994), the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987.
- 8.7 The Company shall not be liable for any consequential or indirect loss suffered by the Customer or any other third party in relation to this order and the Customer shall indemnify the Company in respect of any claim of any person in respect of such consequential or indirect loss.
- 8.8 These Terms constitutes the entire liability of the Company under this Order which in any event shall not exceed the contract price of the Goods, except in respect of any liability for death or personal injury resulting from the negligence of the Company.
- 8.9 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights the Customer as a consumer under applicable local law or other statutory rights.

### **9 FORCE MAJEURE**

- 9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

### **10. RETENTION OF TITLE AND RISK**

- 10.1 The Goods shall be at the Customers risk as from the date that they collect the Goods from the Companies Premises.
- 10.2 Title in the Goods shall not pass to the Customer until the Company has received payment in full (cash or cleared funds) into their nominated bank account.

### **11. INVALIDITY**

- 11.1 If any part of these terms and conditions is held to be unenforceable (including any provision in which the Company exclude our liability to the Customer) the enforceability of any other part of these conditions will not be affected in part of these terms.

### **12. CONTRACTS (RIGHTS OF THE THIRD PARTIES) ACT 1999**

- 12.1 For the purposes of the [Contracts \(Rights of Third Parties\) Act 1999](#) this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

### **13. NOTICES**

- 13.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

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- 13.2 notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 0; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.
- 13.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**14. JURISDICTION**

- 14.1 This contract shall be governed by the Law of England & Wales and you agree to submit to the non-exclusive Jurisdiction of the English Courts.