

**NNZ Ltd**  
**STANDARD CONDITIONS OF SALE AND SUPPLY**  
**ALL PREVIOUS CONDITIONS OF SALE ARE HEREBY CANCELLED**

**1. INTERPRETATION**

In these conditions "the Company" means NNZ Ltd and their respective agents; "the Purchaser" means any person contracting to purchase any products from the Company; "the Goods" means all products manufactured or sold or supplied by the Company; "the Services" means any work labour or services carried out by the Company.

**2. APPLICATION**

All orders are accepted only upon the terms and conditions herein contained to the exclusion of any other terms or conditions expressed or implied even if contained in a document produced by the Purchaser which seeks to provide that such terms prevail to the exclusion of the terms hereof. Unless expressly accepted by the Company in writing no addition to or modification of these conditions shall apply nor shall terms or conditions submitted by the Purchaser form part of any contract binding on the Company.

**3. ACCEPTANCE**

- (a) Quotations are valid for fourteen days and represent no obligation until the Company accepts the Purchaser's order.
- (b) No quotation order or contract shall be binding on the Company unless and until accepted in writing by a duly authorised officer of the Company.

**4. DELIVERY AND DELAY**

- (a) Any time or date named or accepted by the Company is not a condition of the contract but is approximate only and the Company shall not be liable for the consequence of any delay and, in particular, but without prejudice to the generality of the foregoing, shall be under no liability whatever for any delay in delivery or completion caused (directly or indirectly) by any one or more of the following (i) strikes, (ii) lockouts (iii) industrial disputes (iv) fires (v) accidents (whether to personnel or machinery materials equipment or apparatus (vi) defective materials (vii) lack of availability of materials (viii) hazards of war (ix) civil commotion (x) Government Regulations (xi) Acts of God (xii) force majeure or by any other cause whatever, whether or not similar to any of those specified above, outside its controls.
- (b) If any of the events mentioned in (a) above prevent the Company from delivering all or part of the Goods or performing all or any part of the Services for longer than 6 months either party may at any time after the expiry of such a period of 6 months by notice in writing and without liability cancel the contract as regards such undelivered Goods or unperformed Services.
- (c) If either party shall so cancel the contract the Purchaser shall promptly pay such sum as represents the proportionate part of the contract price for Goods supplied and/or for Services performed up to the date of cancellation and the Company may retain any deposit or interim payment to satisfy such sum provided that any excess shall be repaid to the Purchaser.
- (d) Purchasers outside the UK are responsible at their own expense for obtaining any import licence required in the country for which the goods are destined. The Company is responsible for seeking any export licence from the UK that may be necessary unless the Purchaser's office from which the order is issued is situated in the UK.

**5. FLUCTUATIONS**

The prices quoted are inclusive of carriage costs for goods to be delivered on the UK mainland all export orders are quoted ex-works and are based upon the Company's current costs and are exclusive of Value Added Tax and any other levy or tax. If those costs increase between now and the date of completion of the contract the amount of the increase shall be added to the price with effect from the date on which the increase came into operation. In addition to the price quoted, the Purchasers shall pay any extra costs that may be incurred by the Company by reason of any of the following acts or omissions by the Purchaser or its agents or sub-clause (c).

- (a) Suspension of the work arising out of failure to provide instructions, specifications, or other information as required by or implicit in the contract, or other matters within the control of the Purchaser.
- (b) Any alteration in quantity colour specification size or manufacturing details (including the correction of any error therein) on the part of the Purchaser.
- (c) Changes in the exchange rates at the date of delivery in regard of Goods imported by the Company as compared by the exchange rates prevailing at the date of the quotations.

**6. PAYMENT**

- (a) Payment in full must be made within 30 days of either delivery (in the case of Goods) or completion of performance (in the case of Services) or, if earlier in either case, the date of the invoice.
- (b) Where a deposit is stipulated this must be paid upon the Purchaser placing an order.
- (c) When Goods are to be delivered by instalments each instalment may be separately invoiced.
- (d) Interest may be charged by the Company on moneys outstanding including interim payments (if any) when the due date for payment has passed at the rate of four per cent above the base rate for the time being of National Westminster Bank PLC.
- (e) In the case of exports from the UK unless otherwise agreed all payments shall be made in the UK through an irrevocable Letter of Credit confirmed by a London Clearing Bank to be established in favour of the Seller and have an initial validity equal to the delivery period plus one month. The Letter of Credit shall permit part shipments and provide for the release of 100 per cent of the Contract value of each shipment. No liability to deliver goods shall arise before the Seller is in receipt of a satisfactory Letter of Credit as aforementioned.
- (f) Any discounts allowed by the Company shall only apply where payment is made on the due date(s).

**7. DESCRIPTION OF QUALITY**

- (i) Goods will be supplied substantially as described but there may be variations in colours caused by producing the Goods in batches.
- (ii) The number of the Goods delivered may vary by plus or minus 10% of the quantity ordered but each delivery shall be good performance of the order save that the value of the total order shall be adjusted pro rata to the variations in quantity delivered.

**8. LIABILITY**

- (a) The Company is not liable for any loss or damage whether direct or indirect arising out of (a) any faults in the Purchaser's specifications (including specifications as to materials) or requirements or (b) caused by defects in or unsuitability of products or materials selected by the Purchaser.
- (b) Whilst every endeavour will be made to ensure the use of goods materials and workmanship, the Company's liability shall, in any and every event, be limited to the actual costs (including overheads) ex-works of replacement of any Goods shown to be defective due to faulty workmanship or materials or to the replacement of materials not

of merchantable quality, within a period of two weeks of the date of delivery provided that the Goods have not been altered or repaired other than by the Company and have been properly stored and in no case shall the Company's liability extend to any consequential loss incurred on account of any such defects in such goods or materials.

- (c) Goods returned under this guarantee shall be delivered to the Company's premises at the Purchaser's expense and if found not to be defective (or when the defect is attributable to the Purchaser's design) will be returnable to the Purchaser at its expense and subject to a handling charge of 15 per cent of the invoice price together with VAT thereon if applicable.
- (d) In the case of goods repaired or replaced by the Company the guarantee shall terminate at the end of the original guarantee period.
- (e) No express or implied representation warranty or condition whether statutory or otherwise is given by the Company as to the quality or fitness or suitability of the Goods for any particular purpose whether such purpose is known to the Company or not.
- (f) Notwithstanding paragraph (b) of this Condition the Company shall not be liable to the Purchaser in respect of defects in or arising from designs or goods where such defect is due to the fault of a third party manufacturer or designer; but the Company will pass to the Purchaser's so far as it is able to do so the benefit of the warranties (if any) given by such third party.

**9. COPYRIGHT AND DESIGN**

- (a) The Purchaser shall indemnify the Company against all damages penalties costs claims and liability in respect of the infringement of any registered design patents copyright or trade-mark resulting from the carrying out of work in accordance with the Purchaser's specifications and instructions express or implied.
- (b) The Company reserves all rights protected by Statute Licence Registration of Common Law vested in it by way of registered design patents copyright or trade-marks or trade secrets in all documents drawings designs or specifications of any Goods or materials written drawn or manufactured by the Company.

**10. CANCELLATION**

The Company will only accept cancellation of an order on condition that payment is received in full to cover the total costs involved in the production of the order at the time of cancellation, together with loss of profit in respect of the order.

**11. TITLE**

- (a) Both the legal and equitable title in the Goods sold or supplied to the Purchaser will remain in the Company until the Company has received payment from the Purchaser of the contract price in full with all VAT thereon and all other moneys that may be or become due from the Purchaser to the Company hereunder.
- (b) If payment is made by the Purchaser by cheque bill of exchange promissory note other negotiable instrument (and whether payable immediately or in the future) or in any other way which does not involve the Company receiving the full sum due in cash payment in full shall not for the purposes of these provisions be treated as received until the Company (or any holder of the same) has received from the Purchaser actual payment in cash of any such cheque bill of exchange promissory note or other negotiable instrument or of any sum not already paid in cash.
- (c) So long as payment in full has not been received by the Company the Purchaser shall hold the Goods as fiduciary bailee for the Company and the Company shall be entitled to require the Purchaser to deliver the Goods or any of them to it on demand.
- (d) If the Purchaser fails so to deliver the Goods the Company shall be entitled to enter the Purchaser's premises for the purpose of collecting the Goods or any of them and the Purchaser shall be responsible for all the Company's costs and expenses in connection with so doing and the Company shall not be liable for any damage caused by entering the Purchaser's premises.
- (e) The Purchaser may sell the Goods in the ordinary course of business which have been delivered but which because of this Clause are still owned by the Company PROVIDED THAT the Company may by notice given at any time terminate the right to sell and such right shall terminate automatically upon a receiver being appointed over any assets of the Purchaser or the Purchaser going into liquidation.
- (f) If pursuant to the rights granted in sub-clause 11(e) the Purchaser sells the goods before the contract price has been satisfied, the Purchaser shall hold the proceeds of sale as trustee for the Company until the contract price has been paid.

**12. DELIVERY AND RISK**

The Goods are at the Purchaser's risk from the first delivery of the Goods to the Purchaser "Delivery" shall mean:

- (a) Where the Goods are to be collected by the Purchaser when the Goods have been loaded on to the transport of the Purchaser or his carrier, or if the Purchaser fails to collect the Goods within a period of fourteen days after the Company gives the Purchaser written notice that the Goods are ready for delivery and collection when such period expires.
- (b) Where the Goods are to be delivered by the Company or its carrier when the Goods are so delivered or if the Purchaser fails to notify the Company where the Goods are to be delivered within a period of fourteen days after the Company gives the Purchaser written notice that the Goods are ready for delivery when such period expires.

**13. CARRIAGE**

- (a) Claims for shortage or damage in transit (however arising) will not be considered by the Company unless both the Company and (where applicable) the Carrier are advised by the Purchaser in writing of any claim within seven days of delivery and both the Company and (where applicable) the Carrier receive from the Purchaser a detailed claim in writing within fourteen days of delivery.
- (b) Where Goods are despatched by carrier claims for no delivery (however arising) will not be considered by the Company unless both the Company and the Carrier are advised by the Purchaser in writing within seven days of the despatch date and both the Carrier and the Company receive a detailed claim in writing from the Purchaser within fourteen days of the despatch date.
- (c) Where Goods are sold f.o.b. the responsibility of the Company shall cease immediately the Goods are over the ship's rail and the Company shall be under no obligation to give the buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

**14. ACTION FOR PRICE**

The Company shall be entitled to sue for the price of the Goods notwithstanding that title to the Goods has not passed to the Purchaser.

**15. LAW APPLICABLE**

English law governs all contracts to which these conditions apply and the parties irrevocably agree to submit to the non exclusive jurisdiction of the English Courts.