



T&C's
NonMech Ltd
Normandy Business Park
Cobbett Hill Road
Guildford
Surrey
GU3 2AA
accounts@nonmech.com

1. DEFINITIONS AND INTERPRETATIONS

1.1. In these Conditions:

"NonMech" means NonMech Ltd, of 125 High Street, Odiham, Hampshire, RG29 1LA;

"Buyer" means the person, firm or company so described in the Order;

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any varied or special terms and conditions agreed in writing between NonMech and the Buyer;

"Contract" means the contract of the sale and supply of the Goods and/or the supply and performance of the Services subject to these Conditions;

"Goods" means the Goods described in the Order;

"Order" means any written quotation of NonMech which is accepted by the Buyer, or any written order of the Buyer which is accepted by NonMech for the supply of Goods or performance of Services;

"Price" means the Price of the Goods and/or the charge for the Services;

"Specification" includes any plans, drawings, data, chemical formula or process or other technical requirements or information including NonMech' web site relating to the Goods or Services agreed between the parties.

2. GENERAL BASIS OF SALE

2.1. These Conditions apply to all Contracts for sale of Goods by NonMech.

2.2. The placing of an Order by the Buyer for the Goods shall constitute acceptance of these Conditions notwithstanding any other terms and conditions subject to which any quotation by NonMech is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

2.3. No Order submitted by the Buyer shall be deemed to be accepted by NonMech unless and until confirmed in writing by NonMech' authorised representative.

2.4. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and NonMech.

2.5. The Buyer acknowledges that all advice, instructions or recommendations of NonMech rely and are dependent upon all the information and technical background given to NonMech by the Buyer.

2.6. Where the Buyer does not specify a particular process, NonMech will not be liable for any defect or failure of the process or entitle the Buyer to withhold payment if NonMech have dispensed with such inspection on request of the Buyer for whatever reason.

2.7. Upon delivery, the Buyer shall sign a delivery docket. This shall be conclusive proof of the receipt of the goods by the Buyer and of the acceptance of these conditions. If the Buyer collects the goods the Buyer shall still sign a deliver docket, which will still be conclusive proof of the receipt of the goods by the Buyer and of the acceptance of these conditions.

3. ORDERS AND SPECIFICATIONS

3.1. The Buyer shall be responsible to NonMech for ensuring the accuracy of the terms of any Order (including any applicable Specification) submitted by the Buyer, and for giving NonMech any necessary information relating to the Goods pursuant to clause 2.5 or otherwise within a sufficient time to enable NonMech to perform the Contract in accordance with its terms.

3.2. The quantity, quality, description, functionality, facilities, functions, capacity and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and any applicable Specification as set out either in NonMech' quotation or in the web site of NonMech or any documents referred to in the Order.

3.3. All drawings, illustrations or any product literature or other publications of NonMech must be regarded as approximations only.

3.4. NonMech reserves the right to make any changes in the Specification of the Goods which are required to conform with any statutory or other regulatory requirements applicable to the Goods.

3.5. No Order which has been accepted by NonMech may be cancelled by the Buyer except with the agreement in writing of NonMech and on terms that the Buyer shall indemnify NonMech in full against all loss, costs, damages, charges and expenses incurred by NonMech as a result of cancellation.

3.6. No order which has been accepted by NonMech may be changed or altered by the Buyer except with the agreement in writing of NonMech.

3.7. All Timber supplied by NonMech is graded to the relevant and is to that standard both in quality and measurement at the time that it is sold to the Buyer and they must understand that Access is a living thing and changes over time. NonMech is not liable for the effects of weather on its products after they have been sold to the Buyer.

4. PRICE OF THE GOODS

4.1. The Price shall be NonMech' quoted price. The Price quoted is valid for 15 days only, after which time they may be altered by NonMech without giving notice to the Buyer unless agreed between NonMech and the buyer, in writing.

4.2. NonMech reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to NonMech which is due to any factor beyond the control of NonMech, any change in delivery dates, quantities or the Specifications which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give NonMech adequate or accurate information or instructions.

4.3. Except as otherwise stated under the terms of the Order and unless otherwise agreed in writing between the Buyer and NonMech, the Price is given by NonMech on an ex works basis, and where NonMech agrees to deliver the Goods otherwise than at NonMech' premises, the Buyer shall be liable to pay NonMech' charges for transport, packaging and insurance.

4.4. The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to NonMech.

5. TERMS OF PAYMENT

5.1. Subject to any special terms agreed in writing between the Buyer and NonMech, NonMech shall be entitled to invoice the Buyer for the Price on or at any time after delivery of the Goods or the Buyer wrongfully fails to take delivery of the Goods, in which event NonMech shall be entitled to invoice the Buyer for the Price at any time after NonMech has notified the Buyer that the Goods are ready for collection or (as the case may be) NonMech has tendered delivery of the Goods.

5.2. The Buyer shall pay the Price within 30 days of the date of NonMech' invoice unless otherwise notified by NonMech to the Buyer in writing, and NonMech shall be entitled to recover the Price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to NonMech, NonMech shall be entitled to:

5.3.1. cancel the Contract or suspend any further deliveries to the Buyer;

5.3.2. appropriate any payment made by the Buyer to such of the Goods as NonMech may think fit (notwithstanding any purported appropriation by the Buyer).

5.4. Any legal costs incurred by NonMech as a result of breach (non-payment) will be payable by the buyer.



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6. DELIVERY

- 6.1. Delivery of the Goods shall be made to some place agreed by NonMech, by NonMech delivering the Goods to that place.
- 6.2. Any dates quoted for delivery of the Goods are approximate only and NonMech shall not be liable for any early or late delivery of the Goods however caused.
- 6.3. Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by NonMech to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.6. If NonMech fails to deliver the Goods (or any installment), NonMech' liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the Price of the Goods.
- 6.7. If the Buyer fails to take delivery of the Goods or fails to give NonMech adequate delivery instructions at the time stated for delivery (otherwise than by reason of any Force Majeure or by reason of NonMech' fault) then, without prejudice to any other right or remedy available to NonMech, NonMech may:
 - 6.7.1. Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - 6.7.2. Sell the Goods at the best price readily obtainable .
- 6.8. Any charges quoted for delivery of the Goods including transport, packaging and insurance are approximate only and NonMech shall not be liable for any changes to the charges quoted however caused.
- 6.9. All off loading of goods at the Buyers delivery address shall be the Buyers responsibility.

7. RISK AND PROPERTY

- 7.1. Risk of damage to or loss of the Goods shall pass to the Buyer:
 - 7.1.1. in the case of Goods to be delivered at NonMech' premises, at the time when NonMech notifies the Buyer that the Goods are available for collection; or
 - 7.1.2. in the case of Goods to be delivered otherwise than at NonMech' premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when NonMech has tendered delivery of the Goods.
- 7.2. The property in the Goods shall not pass to the Buyer until NonMech has received in cash or cleared funds payment in full of the Price and all other goods agreed to be sold by NonMech to the Buyer for which payment is then due.

8. INSOLVENCY OF BUYER

- 8.1. If the Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation or NonMech reasonably apprehends that any of the events mentioned above is about to occur then NonMech shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. GENERAL

- 9.1. NonMech shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of NonMech' obligations in relation to the Goods, if the delay or failure was due to any cause beyond NonMech' reasonable control.
- 9.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that party as its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 9.3. No waiver by NonMech of any breach of the Contract by NonMech shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 9.5. The Contract and its performance shall be governed by the laws of England, and NonMech agrees to submit to the non-exclusive jurisdiction of the English court.