

Nationwide[®]

HYGIENE GROUP

STANDARD TERMS & CONDITIONS OF SALE

1. **QUOTATIONS**

- (a) Quotations are open for acceptance for a period of 6 months.
- (b) Unless otherwise stated prices are exclusive of V.A.T. which will be charged additionally at the rate in force at the time of the sale.

2. **MINIMUM ORDER VALUE**

The company operates a minimum order value policy to create efficiency and environmental benefits for both the customer and supplier. All orders over £45 are therefore, supplied carriage paid while orders below this level incur an additional fixed charge of £5.00

3. **ILLUSTRATIONS**

Illustrations if supplied are intended to fairly represent the articles, but cannot be taken as exact in detail, and shall not form part of any contract of sale.

4. **SUITABILITY**

Any recommendation or suggestion relating to the use of the goods made by our Representatives or given in our literature is given in good faith but it is for the buyers to satisfy themselves as to the suitability of the goods for their own particular purpose. Nationwide Hygiene Supplies Ltd. hereby expressly exclude themselves from liability for breaches of conditions and warranties implied by the law relating to the fitness of goods for any purpose to the extent that it is lawful to do so.

5. **DELIVERY**

The Company will use all reasonable endeavours to make delivery by the quoted or required date, normally for core products this will be 3-5 working days.

6. **PACKAGING**

Packaging and containers which are charged and returnable will be credited on return, carriage paid, in good condition to the consignor.

7. **CANCELLATION**

Orders may not be cancelled by Customers except with our written agreement, and we reserve the right to make a charge in respect of cancellation. Orders for goods which are made or obtained to Customer's special requirements may not be cancelled.

8. **NOTIFICATION OF LOSS, DAMAGE, ETC. IN TRANSIT**
Any losses, damages or shortages must be notified to us and to the carrier (road, rail or post) if applicable within five days of delivery and details of any claim confirmed to us in writing within seven days. Any obvious damage to goods or crates should be noted on the driver's delivery documentation at the time of delivery.
9. **LIABILITY**
If the event of a dispute arising from any sale of goods the liability of the Company shall be limited to the price of the goods. The Company will not accept any claim unless it is notified within 28 days of the date of the sale.
10. **PAYMENT**
Where credit facilities are agreed payment is required within 30 days from month end. At the discretion of Nationwide Hygiene Supplies Ltd. overdue accounts after a period of 90 days may incur a fixed £40 statutory charge and an interest charge at an annual rate of 2% above the base rate of Lloyds Bank plc until payment is received.
11. **TITLE TO GOODS**
Customer is Bailee only until the contract price is paid in full. The property in the goods shall not pass to the customer until such time as payment in full has been made to the Company but the risk attaching thereto shall pass to the Customer at the time of delivery. Default in payment may result in the termination of the bailment and the retaking of possession.
12. **DEFAULT**
The Company shall be entitled to cancel or suspend all outstanding orders and contracts if the customer shall have failed to make any payment due to the Company in respect of any order or contract or shall have a receiver appointed, go into liquidation or bankruptcy, or cease to trade.
13. **DUE DILIGENCE**
The Company's Health and Safety Policy and Ethical and Environment Policy are set out in separate documents, copies of which are available on request.
14. **GENERAL**
These conditions of sale shall apply to every agreement entered into by the Company for the sale of goods and shall accordingly override any conditions attached to or printed on or referred to in any order form or other document emanating from the purchaser and delivered to the Company prior to at the time of or after the conclusion of a bargain for the sale and purchase of any goods by the Company to the Customer.
15. **ERRORS AND OMISSIONS**
Typographical or clerical errors or omissions in any document are subject to revision without penalty or prejudice.
16. **APPLICABLE LAW**
Any contract for the sale of goods by the Company shall be governed and construed in accordance with English Law.