NOTTINGHAM UNIVERSITY INDUSTRIAL & COMMERCIAL ENTERPRISE LIMITED – CONDITIONS OF SALE

GENERAL

1. In these conditions:
   a. Nottingham University Industrial & Commercial Enterprise Limited is called “the Company” and any firm, company or other party with whom NOTICE contracts is called “the Customer”.
   b. “Contract” means any contract of supply of (or agreement relating to) goods, materials, services and/or works between the Company and the Customer.
   c. Any contract, however made between NOTICE and the Customer ("the Contract") shall incorporate and be subject to these Conditions and receipt of Goods by the Customer shall be deemed to be conclusive proof that the Customer has accepted these Conditions in the absence of any express or other implied acceptance of these Conditions by the Customer.
   d. Without prejudice to the generality of the foregoing, all other terms and conditions (except those implied in favour of a seller which are not inconsistent with these Conditions), whether or not the same are endorsed, delivered with, or referred to, or in any purchase order or other written document or sent by or to the Customer to NOTICE, are expressly excluded. Any reference in the Contract to any document of the Customer shall be deemed to imply that any terms or conditions endorsed upon, delivered with, or referred to, in any such document, will have effect.

PRICES

2. Unless otherwise provided in the Contract:
   a. The price of the Goods is exclusive of Value Added Tax, which will be charged at the rate applicable at the date of delivery.
   b. The price of the Goods includes the cost of carriage to the contracted place of delivery by the means most convenient to NOTICE. If the Customer instructs NOTICE to send the Goods by passenger plane, parcel post, airfreight or other special transport, the additional cost will be for the account of the Customer.

DELIVERY AND RISK

3. a. Delivery of the Goods shall be made to the Customer at the place specified in the Contract or as subsequently agreed, at the Customer's risk and cost, unless the Contract is for the supply of printed matter or other recorded information, in which case delivery shall be free of charge to the Customer's premises.
   b. Delivery of the Goods shall be made to the Customer at the place specified in the Contract or as subsequently agreed, at the Customer's risk and cost, unless the Contract is for the supply of printed matter or other recorded information, in which case delivery shall be free of charge to the Customer's premises.
   c. Where damage or loss of the Goods occur before delivery to the Customer NOTICE undertakes (subject as provided below) to replace free of charge any Goods so damaged or lost in which event the time for delivery of the Goods shall be extended for such period on NOTICE shall reasonably request for such replacement. The Company shall not be required to replace Goods so damaged or lost and the Customer shall be required to make reasonable efforts to limit damage and/or losses and shall not demand any damages or other indemnity in respect of any such damage or loss unless the damage or loss is shown, to the reasonable satisfaction of the Company, to have been caused by theft or fraud or act of God.
   d. The time stipulated for delivery of the Goods shall be observed by the Company in all circumstances save as provided below.
   e. Title to and property in the Goods shall remain vested in the Company until the price of the Goods and all other sums due by or to the Customer under the Contract have been paid in full.
   f. In the event of any bankruptcy or winding up of the Customer, or any proceedings to make the Customer subject to any form of receivership, bankruptcy or similar events, then the Customer shall pay the prices of all Goods supplied to it pursuant to the Contract at such rate as the Customer shall pay the prices of all Goods supplied to it pursuant to the Contract at such rate as the Customer shall pay all accounts supplied to the Company at such rate as the Customer shall pay the price of the Goods at such rate for all Goods delivered up to and including the date of its termination and shall in addition indemnify NOTICE against any loss, damage or expense incurred by NOTICE as a result of such default.

ACCEPTANCE

6. a. Without prejudice to the Customer's rights under Condition 8 the Customer shall be deemed to have accepted the Goods as being in conformance with the Contract and shall be bound to pay for them, unless written notice of rejection thereof is received by NOTICE within 3 days of delivery. Save in the circumstances referred to in Condition 6 the Customer after acceptance of the Goods accepted by the Customer cannot subsequently be returned and any claim which the Customer may have shall be made known to the Company in writing within a reasonable time; and
   b. Any complaint made by the Customer shall be in writing and delivered to the Company within 14 days of the claim being made; and in the case of damage resulting there from
   c. Any claim or complaint in respect of the price of the Goods or in respect of Quality or delivery of the Goods shall be in writing and delivered to the Company within 14 days of the claim being made; and in the case of damage resulting there from
   d. If the Customer fails to make any payment, the Customer shall pay interest on the amount of any overdue invoice at a rate of 8% per annum per semi-annual above the basic lending rate of National Westminister Plc prevailing from time to time during such period.

WARRANTY

9. a. Where any Goods are shown, to the reasonable satisfaction of NOTICE, to have been defective at the time when they left NOTICE's premises, NOTICE shall, at its sole option:
   i. Deliver replacement Goods to the Customer free of charge and/or
   ii. Refund to the Customer any part of the price of such Goods
   iii. Where replacement or refund is impossible, then (subject as above provided) the Customer shall be entitled to have the Goods restored to their condition at the time of delivery to the Customer or to be reconstructed or, where it is reasonable to do so, to be repaired by the Company at the Customer's expense.
   b. If the Customer notifies NOTICE in writing within fourteen days of becoming aware of any such defect and
   c. If the Customer notifies NOTICE in writing within fourteen days of becoming aware of any such defect and
   d. the liability of NOTICE under this sub-clause (a) shall be accepted by the Customer in substitution for and to the exclusion of any and all other claims for direct loss which the Customer has or may have by reason of any such defect.
   e. Nothing in these Conditions shall:
   1. Limit or exclude the liability of NOTICE in respect of death or personal injury resulting from the negligence of NOTICE, its employees or agents; or
   2. Limit or exclude the respective rights and remedies of NOTICE and the Customer under the Unfair Contract terms Act 1977, or

INSOLVENCY AND BREACH OF CONTRACT

10. a. If at any time before or after delivery of the Goods or performance of any obligation (whether or not in respect of the Customer's breach) the Customer shall become insolvent or (in the opinion of NOTICE) be in any way unable to perform its obligations in full and in due time under the Contract or any of its or any other accounts; then the Company shall be entitled to cancel any outstanding part thereof and in such circumstances the Company shall be entitled to have the Goods restored to their condition at the time of delivery to the Customer or to be reconstructed or, where it is reasonable to do so, to be repaired by the Company at the Customer's expense.

WAIVER

11. The rights and remedies of NOTICE under the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by NOTICE nor by any act of default or delay by NOTICE in asserting or exercising any such rights or remedies.

LAW

12. These Conditions and each and every contract made pursuant hereto shall be governed by and construed in all respects in accordance with the laws of England and NOTICE and the Customer unequivocally submit to the exclusive jurisdiction of the English Courts.