

NOPAC MIDLANDS LIMITED – TERMS AND CONDITIONS
In These conditions ‘The Company’ means NopaC Midlands Limited and
‘The Customer’ means the Person/Body/Business who is purchasing goods from the Company

Where the contract is for the sale of Goods to a consumer that is in general a person acquiring the Goods otherwise than for the purpose of a trade or business the Statutory rights or obligations that arise in the Goods are defective or are not fit for their purpose or do not correspond with their description shall in no way be affected by these Conditions. If however a consumer wishes to avail himself or herself of the provisions of the Warranty Condition the consumer may do so provided the consumer complies with the provisions of that Condition. Where a trade discount is given the Customer warrants that the transaction is not a consumer sale.

GENERAL

- 1.1 All estimates/quotations are made and all orders are accepted by the Company subject to the following conditions.
- 1.2 Estimates/Quotations shall be available for acceptance for a maximum period of 30 days from the date of estimate/quotation and may be withdrawn by the Company within such a period at any time by written or oral notice.

DELIVERY

- 2.1 The Company will endeavour to deliver the goods as arranged with the Customer and delivery dates are given as accurately as possible but cannot be guaranteed. The Customer shall not be entitled to cancel the order or to claim damages if the Company is not able to deliver on the delivery date arranged.
- 2.2 Alterations to the order by the Customer may result in delay in delivery.
- 2.3 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so and may charge the Customer with reasonable charges for storage
- 2.4 The Customer must ensure the provision of the Company of adequate access to the point at which delivery is to take place and all other facilities and services necessary to enable the Company to deliver in accordance with the Customer’s requirements.
- 2.5 The Customer will be required to check the goods on delivery and sign the delivery note/work sheet, unless the goods are delivered by carrier. Any packaging used by the Company unless otherwise expressly agreed is intended to provide adequate protection throughout normal conditionals of transit of usual duration.

SHORTAGES AND DEFECTS APPARENT ON INSPECTION

- 3.1 The Customer shall have no claim for shortages of defects apparent on visual inspection unless the Customer inspects the goods within three working days of arrival at its premises or other agreed destination and informs the Company both verbally and in writing within this time scale.

RETURN OF GOODS

4. The Customer shall not be entitled to return the goods supplied for any reason other than under the warranty conditions or in accordance with the Customer’s statutory rights.

TITLE

5. Ownership of the goods supplied shall only pass to the Customer when the Customer has paid to the Company all sums due and payable under the order and until that time the Company may recover the goods at any time.

PRICES AND VAT

- 6.1 If any alteration to the design or specification of the goods ordered is requested by the Customer and agreed by the Company an appropriate alteration in the price for the goods may be made by the Company.
- 6.2 All prices are unless otherwise stated quoted excluding VAT.
- 6.3 Goods supplied for individual disabled persons at present are not subject to VAT but VAT may be charged in the event of a change in the law. The Company will require a signed declaration of disability.

DIMENSIONS AND TECHNICAL DATA

7. The Company reserves the right to alter or change the specification of the goods supplied within reasonable limits without notice to the Customer.

WARRANTY

- 8.1 This warranty does not affect the statutory rights of the Customer but if the Customer wishes to have the benefit of the Company’s warranty conditions the Customer must comply with the provisions set out below.
- 8.2 In the event of a defect in the goods supplied becoming apparent within the warranty period which commences from the delivery/installation date the Company will effect any necessary repair or replacement of parts free of charge on condition that the Customer complies with the following provisions of this warranty.
- 8.3 On a defect occurring during the warranty period the customer must notify the Company immediately giving full information as to the problem and no use must be made of the goods and no alteration or unauthorised repairs made to the goods prior to inspection by the Company.
- 8.4 Any part repaired or replaced during the 12 month warranty period is warranted for the duration of that period.
- 8.5 The arrangements for repair will be notified to the Customer by the Company.
- 8.6 If the Customer is operating the Goods outside the U.K. the Customer must bear the transport, insurance and packaging costs incurred in having the Goods repaired or replaced by the Company.
- 8.7 Items of a consumable nature will not normally be covered during the 12 months warranty period unless such items have suffered undue wear as a direct result of an original manufacturing defect. These items include amongst others lubricants, motor brushes, lifting tapes, upholstery, tyres, inner tubes, brakes and similar parts. Batteries will be covered by the warranty only where they have been charged and maintain fully in accordance with the manufacturer’s recommendations.
- 8.8 Under normal circumstances, no responsibility will be accepted where the goods have required repair or replacement as a direct result of:-
 - a. The goods or part not having been maintained in accordance with the manufacture’s recommendations, where such exist and using only the specified original equipment parts.
 - b. The goods or part having been damaged by neglect, accident or improver use.
 - c. The goods or part having been altered from the manufacturer’s specifications, or repairs having been attempted by anyone other than from the Company.
 - d. Fair wear and tear.

FORCE MAJEURE

9. Neither party shall be under any liability for any delay, loss or damage caused wholly or part by act of God, governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not or by reason of any other act, matter or thing beyond its reasonable control, including failure by the other party to carry out the provisions of these Condition

CANCELLATION

10. Cancellation will only be agreed to by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss of damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

TERMS OF PAYMENT

- 11.1 A 30% deposit when placing an order for goods is required from all Customers who do not have a credit account with the Company, with the remainder payable on delivery/installation.
- 11.2 Payment shall be made in sterling.
- 11.3 Account Customers shall unless otherwise agreed by the Company in writing comply with the Company’s terms of payment shall be cash 30 days after date of invoice.
- 11.4 Where goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices with these conditions.
- 11.5 No disputes arising under the contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.
- 11.6 The Company reserves the right to add interest at the Bank of England base rate plus 1% on overdue amount’s.

LEGAL

12. The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject the Jurisdiction of the English Courts.

Company registration number: 4747152, Registered in Cardiff,
Registered address: Units 1-4 Station Road, Higham on the Hill, Nr Nuneaton, Warwickshire, CV13 6AG

Please contact 01455 212 482 if you require this in larger print
ISO9001:2015 Document No. 34 version (January 2017)