



Nviron Limited Standard Terms and Conditions of Sale

By placing a Purchase Order with Nviron the Customer agrees to the terms set out below

Pricing

All prices quoted are exclusive of VAT, which Nviron will charge at the prevailing rate in accordance with UK legislation in force at the time. Nviron reserves the right to change Product Specifications and prices without prior notice. Errors and omissions are excepted. Delivery is not included unless stated.

Order Procurement

For all orders an Official Company Purchase Order is required. Purchase Orders may be submitted by fax to 01928 804000 or by email to sales@nviron.co.uk or by post to: Nviron Ltd, Chester Road, Preston Brook, Runcorn, Cheshire, WA7 3FR

Purchase Orders must clearly show Company Registration Number and VAT Number (if applicable) in addition to standard delivery and invoicing information. All order details shall be confirmed by an invoice sent to the Customer on completion of the transaction.

Credit

All Purchase Orders are subject to a credit check. For customers without an existing credit history with Nviron or for new businesses an advance payment may be required with the first order. Customers which habitually pay late will have credit facilities withdrawn and payment with order will be necessary until a satisfactory credit history has been established again.

Payment Terms

Nviron's standard payment terms are net 30 days from date of invoice. Any dispute or query regarding an invoice must be raised with Nviron immediately upon receipt. Withholding payment without informing Nviron of a reason will generate an automatic breach of contract.

Late Payment

Unless contradicted by an existing Nviron Support Services Agreement or Software Licence, Nviron will apply late payment interest and compensation charges at the interest rates and fees prescribed in accordance with The Late Payment of Commercial Debts [Interest] Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

Delivery

A £15 delivery charge is made for all standard items. Where an item is delivered to Nviron for assembly and testing a further delivery charge will be made to send the assembled item to the customer. For items purchased from Nviron Limited, delivered to a UK address, in-transit insurance is automatically included to a maximum of £10,000 per shipment. Risk passes to the customer on receipt of the items at the delivery address specified at order. On customer request, for items over £10,000, special insurance will be arranged and the cost will be re-charged to the customer. For items delivered abroad insurance will be purchased on a per item basis from the carrier and re-charged to the Customer along with the delivery charge.

Retention of Title

Legal and equitable Title to goods supplied shall remain with Nviron and shall not pass to the Customer until payment has been received in full by Nviron of all sums due to Nviron in respect of:

- i. the goods
- ii. and any other sum due to Nviron in respect of any other Purchase Order or Contract or Agreement.

Nviron reserves its rights under the Sale of Goods Act to take back into its possession any goods for which payment is not made in full and to maintain a legal action to recover the price of the goods if not in Nviron's possession.

Advance payments for ongoing support services

It is an absolute requirement of the supply of all ongoing Nviron support services that payment is made in advance of the period of cover. Nviron reserves the right to suspend support service delivery if the related advance payments are not made in full by the due date. If a support service invoice is raised after the relevant period of cover has started or is not raised in sufficient time to allow the Customer 30 days to settle prior to the start of the period of cover concerned then Nviron will allow 30 days from date of invoice for the invoice to be settled.

Product Returns and Refunds

Products purchased are not supplied on a sale or return basis unless defective, so the purchaser must ensure that the product is fit for the intended purpose before placing an order. If in doubt contact our sales representatives on 01928 809000 who will be happy to advise. Defective goods must be returned within seven days of receipt of invoice and a returns number must be obtained from Nviron Sales desk on 01928 809000 first.

Guarantee

Hardware and software products purchased from Nviron Limited are covered by their respective manufacturer warranties, details of which are included with the product. Faults that develop within the warranty period should be notified as specified. Claims for non-delivery must be made within seven days of receipt of invoice.

Nviron technical deployment services are covered by a 30 day limited warranty whereby requests for assistance may be raised with the Nviron Support Centre for issues directly related to the deployment by Nviron. After 30 days an Nviron Support Services Agreement must be in place in order to gain continued access to technical support.

Nviron Limited Company Registration Number: 02294787 VAT Registration Number: 483634622
Telephone: +44(0)1928 809000