

## CONDITIONS OF SALE

1.1 In these Conditions the following words shall have the following meanings:-

“Acknowledgement of Order”	Means the Seller’s acknowledgement of order form from time to time in use.
"Conditions”	The terms and conditions set out herein including any special terms and conditions agreed in writing by the Seller and the Purchaser.
"Contract"	Means any contract for the sale and purchase of the Goods made pursuant to these Conditions.
[“Delivery Address”	The location for Delivery agreed by the Seller and the Purchaser (and in the absence of any agreement Seller’s premises).]
“Delivery Date”	The date for Delivery agreed by the Seller and the Purchaser.
“Force Majeure”	Any circumstances beyond the reasonable control of the Seller.
"Intellectual Property Rights"	Any patent, utility, model, design right, registered design, know how, show how, trade or service marks, rights in databases, topography rights and any equivalent or similar right in any jurisdiction throughout the world including any application or the right to apply for any of the foregoing.
“Loss”	All actions claims demands losses (direct, indirect, consequential and loss of profit or otherwise) expenses costs actions and proceedings.
“Payment Terms”	The terms of payment in respect of the Price (and where relevant any delivery order or handling charges) which unless otherwise stated in the Acknowledgement of Order shall require payment within 30 days of the Seller's invoice ("Due Date").
“Price”	The price of the Goods as set out in the Acknowledgement of Order.
“Quotation”	Includes any quotation, estimate, or tender given or made by the Seller.

“The Goods”	Means the articles or things or any of them described in the Acknowledgement of Order which the Seller has agreed to supply to the Purchaser (including any instalment) together with any packaging.
“The Purchaser”	Means the person, firm or company which purchases from the Seller.
“The Seller”	Means NGF EUROPE Limited.
“Writing”	Includes telex, cable, facsimile transmissions and/or other comparable means of communication.

## **2. FORMATION OF CONTRACT**

- 2.1 Any order by the Purchaser shall be deemed an offer by the Purchaser to purchase the Goods from the Seller and may be accepted entirely at the discretion of the Seller and will only be binding on the Seller if accepted by means of the Seller’s Acknowledgement of Order. A Quotation by the Seller does not constitute any offer by the Seller to supply the Goods and the Seller reserves the right to withdraw or revise the same prior to the Seller’s issue of the Acknowledgement of Order.
- 2.2 Each Order which is so accepted shall constitute an individual legally binding contract between the Seller and the Purchaser.
- 2.3 All Orders are accepted and all contracts are made subject to these Conditions which shall override any contrary different or additional terms contained on or referred to in an order form or other documents or correspondence from the Purchaser including without limitation any standard conditions of purchase of the Purchaser. No addition, alteration or substitution of these Conditions will bind the Seller or form part of any order unless they are expressly accepted in writing by a director of the Seller.

## **3. SPECIFICATION**

- 3.1 All Goods supplied by the Seller shall be in accordance with those specifications or descriptions (if any) referred to or expressly listed or set out on the face of the Acknowledgement of Order. No other specification, descriptive materials, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the contract with the Purchaser.
- 3.2 If the Goods are to be manufactured by the Seller in accordance with a specification submitted by the Purchaser, the Purchaser shall indemnify the Seller against all Loss suffered by the Seller in connection with any claim by a third party that the manufacture and/or supply of the Goods to such specification infringes the rights of any third party.
- 3.3 Unless otherwise agreed in writing:

- 3.3.1 all copyright and design rights in any drawings created by or on behalf of the Seller in the performance of the Contract; and
- 3.3.2 all Intellectual Property Rights in relation to the Goods and their method of manufacture shall vest in and remain the property of the Seller notwithstanding the purchase of the Goods by the Purchaser.

#### **4. DELIVERY & RISK**

- 4.1 The terms upon which Goods are to be delivered shall be that detailed in the Acknowledgement of Order.
- 4.2 The Purchaser shall store and transport the Goods in conditions that will preserve the Goods in good condition. The Purchaser shall comply with all reasonable requests made by the Seller with regard to the conditions in which the Goods are to be stored and transported.
- 4.3 Any time or date for delivery given by the Seller is given in good faith but is an estimate only and time shall not be of the essence of such delivery and in no circumstances will the Seller be responsible for any direct or indirect loss on the Purchaser's part relating to delivery after the Seller's estimated date of delivery.
- 4.4 Risk in the Goods shall pass to the Purchaser upon delivery or if the Purchaser wrongfully fails to take delivery of the Goods at the time when the Seller tenders delivery of the Goods.
- 4.5 Where the Goods are to be delivered in instalments, which right the Seller reserves to itself, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the contract as whole as repudiated.
- 4.6 If the Purchaser fails to take delivery of the Goods on or before the Delivery Date or fails to give the Seller adequate delivery instructions at the time stated for the delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
  - 4.6.1 store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage; or
  - 4.6.2 treat the Contract as repudiated by the Purchaser and sell the Goods and be entitled to be indemnified by the Purchaser for any Loss which it suffers.
- 4.7 The weights and/or quantities of any consignment of Goods as ascertained by the Seller from the Seller's premises shall be prima facie evidence of the weight/quantity received by the Purchaser on delivery.
- 4.8 The Seller will replace free of charge any Goods proved to the Seller's satisfaction to have been damaged in transit provided that the Seller was responsible for effecting delivery at the time the damage occurred and

provided that within [24 hours] after delivery both the Seller and its carriers have received from the Purchaser notification in writing of the occurrence of the damage and also, if and so far as practicable of its nature and extent.

## **5. PRICE & PAYMENT**

- 5.1 The Price is exclusive of carriage and insurance to the Delivery Address ).
- 5.2 Subject to the provisions of these Conditions the price of the Goods shall be as stated in the Acknowledgement of Order. All prices are stated exclusive of VAT or other applicable taxes or duties (which will be applied in accordance with the legislation in force at the tax point date) for which the Purchaser will be additionally liable. The Seller's prices will be reviewed annually on 1<sup>st</sup> January in each year although the Seller reserves the right to review its prices more frequently including, without limitation, to reflect any increase in their cost of production, delivery, provision or otherwise which is due to Force Majeure ("Review Date") and where the Seller has supplied Goods after such a Review Date but without reflecting any increase in the price of the Goods to be effective as at such date then the Seller shall be entitled to retrospectively charge the Purchaser for either the new price for the Goods (if not already invoiced) or (if already invoiced) for the difference between the price paid by Purchaser and the new price for the Goods effective as from the relevant Review Date.
- 5.3 The Seller shall be entitled to send the invoice for the Goods to the Purchaser once the Seller notifies the Purchaser that the Goods are ready for collection or have been delivered or delivery has been wrongfully refused by the Purchaser ("Despatch") or when the Goods are ready for despatch but are prevented or delayed from being dispatched due to Force Majeure. All discrepancies between the Price and the invoice must be notified by the Purchaser to the Seller within 10 working days of the date of invoice.
- 5.4 The Purchaser shall pay the Price plus any VAT strictly in accordance with the Payment Terms. Non-compliance with the Seller's Payment Terms shall constitute a breach of these Terms. In the event of a breach the Seller may without prejudice to any other of its rights:
- 5.4.1 terminate the Contract;
  - 5.4.2 charge interest to accrue on a daily basis at the rate of 8% per annum above the Bank of England base rate valid from time to time. Such interest shall be calculated from the Due Date to the actual date of payment, such interest to be paid monthly. The Purchaser and the Seller consider such interest rate to be fair and reasonable and to be a substantial remedy for the purpose of compensating the Seller for late payment as such terms are used within the meaning of the Late Payment of Commercial Debts (Interest) Act 1998;
  - 5.4.3 except where insolvency laws provide otherwise the Purchaser shall not be entitled to withhold or set off payment for Goods for any reason whatsoever;
  - 5.4.4 recover all direct expenses reasonably incurred by the Seller in collecting or attempting to collect amounts of the Price outstanding;

- 5.4.5 demand payment of all outstanding balances from the Purchaser whether due or not and/or cancel all outstanding orders and/or decline to make further deliveries;
  - 5.4.6 appropriate any payment made by the Purchaser to such of the Goods as the Seller may think fit.
- 5.5 In addition to any right or lien to which the Seller may by law be entitled the Seller shall in the event of the Purchaser's insolvency or the Purchaser failing to render payment for any Goods supplied by the Seller when due be entitled to a general lien on all goods of the Purchaser in the Seller's possession for the unpaid price of any Goods sold and delivered by the Seller under the same or any other contract.
- 5.6 All periods of credit shall nevertheless cease and the whole amount of any outstanding invoices due to the Seller from the Purchaser shall immediately become due and payable if any of the events mentioned in clause 5.4.6 above arise.
- 5.7 In addition and without prejudice to its other rights the Seller may on 14 days notice to the Purchaser sell any goods of the Purchaser on which the Seller has a lien and shall be deemed the Purchaser's agent for the purposes of effecting such sale. The Seller may apply the proceeds of sale towards the satisfaction of sums due from the Purchaser without prejudice to the Seller's right to recover the balance thereof from the Purchaser.
- 5.8 All Goods for which the Payment Terms have not been complied with and which are held by the Seller at its premises are so held at the Purchaser's risk.

## **6. RETENTION OF TITLE**

- 6.1 Notwithstanding the provisions of clause 4.4 or that the Purchaser, its servants agents or employees may obtain possession of the Goods, absolute ownership in the Goods shall remain vested in the Seller until the Price under any Contract (including without limitation any costs of delivery and/or interest has) has been paid for in full in cleared funds.
- 6.2 Until ownership in the Goods passes to the Purchaser it shall hold them as the fiduciary agent of and bailee for the Seller, and:-
- 6.2.1 shall store the Goods separately from its other products in a manner which makes them readily identifiable as the Seller's and mark such Goods as being the sole and absolute property of the Seller and allow the Seller or its agents to enter the premises over which the Purchaser has possession control to verify that such storage and marking has been undertaken and shall keep them protected and insured for their replacement value with a reputable insurer in the joint names of the Seller and the Purchaser to the satisfaction of the Seller; and
  - 6.2.2 shall upon request, promptly inform the Seller of the location of the Goods; and
  - 6.2.3 shall accept the Seller's right to dispose of the Goods; and

- 6.2.4 shall not use the Goods in any manufacturing process or give, pledge, lend or otherwise dispose of them (unless the Seller gives written permission to do so); and
- 6.2.5 the Seller shall be entitled at any time to require the Purchaser to deliver up the Goods to the Seller and if the Purchaser fails to do so forthwith the Seller or its agents may enter the premises of which the Purchaser has possession or control and take possession of any Goods in which property remains in the Seller and remove and dispose of them as the Seller thinks fit. The Purchaser irrevocably instructs its officer servants or agents to deliver up any such property in their possession. The Seller shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Purchaser.
- 6.3 If before payment of the Price in full the Goods shall be sold or otherwise disposed of to a third party the Seller shall be entitled to all monies and rights which would otherwise be due to the Purchaser arising from such sale or disposition ("Monies") and the Purchaser shall (if required by the Seller) assign to the Seller or as the Seller may direct at the Purchaser's cost any claim against such third party. All Monies received by the Purchaser shall be retained on trust and for the benefit of the Seller in a separate designated account for the benefit of the Seller absolutely.
- 6.4 Monies wheresoever paid shall be traceable to the beneficial ownership of the Seller and including and notwithstanding that the same may have been placed in any account whether overdrawn (and thereby reducing or extinguishing the same) or whether in credit. Further, sums standing to the credit balance of the third party from time to time shall be deemed to be held first and beneficially in trust for the Seller to the extent of the Monies received for unpaid goods whether or not the balance at any time falls below net sums properly to held to the benefit of the Seller.
- 6.5 The Purchaser shall upon failure to pay the Price in full and when due endorse on invoices, statements and similar documents addressed to its buyers of the Goods, a memorandum stating the Seller's rights over to and in the Goods and the proceeds of sale, the wording of which shall be at the sole discretion of the Seller.
- 6.6 If any of the Goods shall be incorporated into other goods which are the property of the Purchaser before the price is paid in full the property in the whole of such goods shall be and shall remain with the Seller until the price has been paid in full and all the Seller's rights hereunder in the Goods shall extend to those other goods.
- 6.7 Nothing in this condition shall give the Purchaser the right to return the Goods without the Seller's consent or shall prevent the Seller from suing for the price of the Goods once payment is due notwithstanding the fact that title had not passed.

## 7. TERMINATION & SUSPENSION

- 7.1 Where the Seller is unable to manufacture, supply or deliver the Goods by its normal route or means of delivery owing to any of the following:-
- 7.1.1 the Purchaser's failure to supply any necessary information; or
  - 7.1.2 Force Majeure including (without prejudice to the generality of the foregoing expression) shortages or unavailability from normal sources or routes or supply of raw materials, breakdown of plant, reduction or unavailability of power at the manufacturing plant, strikes, lock-outs, act of Government, fire, flood, Queen's enemies, explosion, lightning, aircraft, civil commotion, acts of war, malicious mischief or theft,
- then the Seller shall not be liable for any failure to perform or for any delay in the performance of its obligations under the Contract and shall have the right on giving written notice to the Purchaser and without incurring any liability to the Purchaser to suspend further performance of this Contract for a period (not exceeding 3 months) equal to the continuance of any such impediment preventing the Seller from performing its obligations.
- 7.2 At the end of any period of suspension without performance of the Contract under clause 7.1 either party may terminate this Contract immediately by notice in writing to the other.
- 7.3 In the event that:-
- 7.3.1 the Purchaser is in arrears in making any payment due to the Seller under any Contract; or
  - 7.3.2 the Purchaser's stated credit limit with the Seller has been reached; or
  - 7.3.3 the Seller believes on reasonable grounds that any payment (whether or not any agreed credit limit has expired) will not be met by the Purchaser when due; or
  - 7.3.4 the Purchaser shall be involved in any legal proceedings in which its solvency is in question; or
  - 7.3.5 the Purchaser being a company is unable to pay its debts as they fall due within the meaning of the Insolvency Act 1986 or if any action, application or proceeding is made with regard to it for a voluntary arrangement or composition or reconstruction of its debts, the presentation of an administrative petition, its winding up or dissolution, the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer, or any similar action, application or proceeding in any jurisdiction to which it is subject or being an individual shall be presented with a bankruptcy petition; or
  - 7.3.6 the Purchaser shall cease or threaten to cease to trade or if in the opinion of the Seller serious doubts arise as to the Purchaser's solvency; or
  - 7.3.7 The Purchaser shall default in or commit any breach of any of its obligations to the Seller under these Terms,
- then the Seller may (without prejudice to its other claims and rights under the Contract) suspend further work and/or deliveries under any Contract with the Purchaser and require immediate payment of all amounts then due to the Seller and further payment in advance before making any further deliveries under any Contract (notwithstanding agreed credit terms). If any such payment or

any part of it remains in arrears for 7 days after the Seller has demanded it in writing then the Seller may treat the Contract as wrongfully repudiated by the Purchaser and shall have the further right to cancel that and/or any other Contract with the Purchaser without prejudice to any claim for damages it may have against the Purchaser without incurring any liability to the Purchaser for failure to deliver or perform and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any agreement to the contrary.

- 7.4 When a Contract is terminated or suspended under clause 7.3 then the Seller shall be entitled to charge the Purchaser with any interest, insurance, transport, storage or other costs and charges arising from any such termination or suspension.
- 7.5 Apart from the right conferred on the Purchaser by clause 7.2 the Purchaser shall have no right to suspend deliveries or otherwise to postpone performance of any Contract by either party nor to terminate any Contract for any reason other than the Seller's repudiation of it.

## **8. INSPECTION & CLAIMS**

- 8.1 The Purchaser shall procure that and shall be deemed to have carried out a thorough inspection and testing of the Goods and quantified the Goods immediately upon delivery and in any event before they are resold or cut, processed or otherwise dealt with by or on behalf of the Purchaser.
- 8.2 Claims in respect of short delivery, damage to the Goods in transit, defects or errors in quality or description or quantity reasonably discoverable on such an inspection or testing shall be made by the Purchaser in writing by fax backed up by hard copy written notice in the post within [3 days] of the Delivery Date where the short delivery, damage, defect or error was apparent on inspection or which would have been apparent on reasonable inspection or otherwise within [3 days] of the date upon which the shortage, damage, defect or error became apparent to the Purchaser or ought reasonably to have become apparent to the Purchaser specifying (in such detail as the Seller shall reasonably require) the shortage in or damage to the Goods. The Purchaser shall not be entitled to make any claim based upon the quality or condition of the Goods or any failure of the Goods to meet the specification after the expiration of six months from the Delivery Date. In the absence of such a claim the Goods shall be deemed to have been delivered and accepted by the Purchaser complete and satisfactorily.
- 8.3 The Seller shall have no liability to the Purchaser in relation to non-delivery of the Goods unless such non-delivery is notified to the Seller in writing within [7 days] of the Delivery Date.
- 8.4 It is the Purchaser's entire responsibility to satisfy himself that the Goods are suitable for the purpose and/or conditions for which they are required.
- 8.5 Where a complaint or claim has been made in respect of Goods proved to be or alleged to be defective then the Seller may suspend delivery of any Goods

which may have the same of similar defect or alleged defect until the validity of such complaint/claim has been finally determined and in such a case any Delivery Date shall be postponed accordingly.

## **9. LIABILITY**

- 9.1 Where the Goods are alleged to have defects or errors in quality or description the Purchaser shall notify the Seller pursuant to the provisions of clause 8 above and where possible shall afford the Seller an opportunity of examining the Goods before they are resold or cut, processed or otherwise dealt with and further:-
- 9.1.1 the Purchaser shall give the Seller a reasonable opportunity of correcting any remedial defects or errors at the Seller's own cost; and
- 9.1.2 the Purchaser shall at the Seller's request and cost return them to the Seller on the basis that the Seller will thereafter reimburse to the Purchaser the cost of such return provided that it is reasonable; and
- 9.1.3 if the purchaser agreed an allowance with the Seller in respect of such matters then such allowance shall be accepted by the Purchaser in full and final settlement of all claims in respect of any such matters.
- 9.2 The Seller's liability (if any) to the Purchaser in respect of the Goods shall be limited at the Seller's option either to give a refund of the amount paid by the Purchaser to the Seller, or a reasonable credit or allowance for those of the Goods proved to be defective or replacing them at the agreed point of delivery. The Seller shall have no further liability to the Purchaser except in the case of death or personal injury caused by the negligence of the Seller.
- 9.3 The Seller shall not be liable to repair or replace defective Goods or part thereof if the Goods or part thereof have been subject to any misuse, unauthorised repair, replacement modification or alteration or have been improperly stored or have not, been installed by suitably qualified personnel in accordance with the Seller's instructions, requirements of relevant legislation or regulations.
- 9.4 The Seller shall not be liable to compensate the Purchaser for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage or loss whatsoever.
- 9.5 For the avoidance of doubt nothing herein contained shall be deemed to exclude or restrict the Seller's liability for death or personal injury arising due to the Seller's negligence.
- 9.6 For the avoidance of doubt:-
- 9.6.1 the Seller shall not be liable for any adverse effects resulting from the application to the Goods of any process, operation or treatment unless the intended application has been approved in writing by the Seller in the Acknowledgement of Order;
- 9.6.2 no liability shall be accepted by the Seller for Goods processed in any way or cut or otherwise dealt with unless the prior written agreement of the Seller has been obtained in the Acknowledgement of Order;

- 9.6.3 Goods may only be returned by the Purchaser if so previously agreed by the Seller in which case the Seller's certificate as to the quantity of returned Goods shall be final and binding; and
- 9.6.4 the Seller shall accept no responsibility for any defects in the Goods which arise directly or indirectly by virtue of any inherent defects in any materials supplied by the Purchaser, by virtue of any errors in specifications or designs supplied by the Purchaser or by virtue of any failure of materials supplied by the Purchaser to conform to the relevant labelling or British Standard requirement.
- 9.7 No warranties are given in relation to the Goods and all warranties, conditions or other terms implied by statute or common law or custom of the trade or otherwise and whether as to quality, condition, performance, merchantability or fitness for any purpose or otherwise are hereby expressly excluded to the fullest extent permitted by law.
- 9.8 [The Seller makes no warranty as to the accuracy of all general drawings including weights and dimensions issued by the Seller and such drawings and any descriptions and illustrations contained in any catalogue, price list or other advertising material are for information only and are a general description of the Goods and do not form part of the Contract.]
- 9.9 The Purchaser shall indemnify the Seller against all Loss (including without limitation the Price in respect of Goods completed, costs incurred by the Seller in respect of partially completed Goods, reasonable cancellation charges incurred by the Seller due to any subcontracts entered into to perform the Contract and estimated profits on the Goods under the Contract on which work by the Seller has not been started) suffered by the Seller which arises as a result of the cancellation of the Contract by the Purchaser, the breach by the Purchaser of any provision of the Contract or statutory duty or the negligence of the Purchaser or any of its representatives.

## **10. APPLICABLE LAW & JURISDICTION**

- 10.1 Each Order shall be considered a contract made in England and shall be governed in all respects by law of England and Wales which for the avoidance of any doubt shall be the applicable law and the parties agree to submit to the non exclusive jurisdiction of the English Courts.

## **11. GENERAL**

- 11.1 The Purchaser shall not be entitled to set-off any claim against payment of any amount owing to the Seller.
- 11.2 Any concessions, latitude, or waiver made or allowed by the Seller of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 11.3 Each and every clause, sub-clause and provision shall be separate and severable and enforceable accordingly and any provision of these Conditions which is held invalid or unenforceable in any jurisdiction shall be ineffective

to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

- 11.4 If the Purchaser uses or sells the Goods in such a manner so as to incur liability to any third party then such liability shall be the sole responsibility of the Purchaser which shall indemnify the Seller from and against any such liability.
- 11.5 The Purchaser shall not make any representations, warranties or guarantees with reference to Goods supplied by the Seller except such as are consistent with these Conditions.
- 11.6 The Seller shall not be liable to a third party resulting from infringement by the Goods (or any use thereof by the Purchaser) of any Intellectual Property Rights of such third party and the Purchaser shall hold the Seller and its officers, directors, employees, agents and suppliers harmless from any Loss incurred by any of them by infringement by the Goods (or any use thereof by the Purchaser) of any Intellectual Property Rights of a third party.
- 11.7 The Seller shall be entitled to assign or sub-contract all or any of its rights and obligations hereunder. The Purchaser shall not be entitled to assign transfer sub-contract or otherwise delegate any of its rights or obligations hereunder.
- 11.8 The parties intend that no term of these Conditions may be enforced by any person, entity or body that is not a party to the Contract.
- 11.9 All Contracts shall be governed by English Law and the English Courts shall have exclusive jurisdiction for the hearing of any dispute between the parties save in relation to enforcement where their jurisdiction shall be non-exclusive.
- 11.10 These Conditions supersede all previous Conditions of Sale of the Seller.
- 11.11 Any notice required or permitted to be given by either party to the other under these Conditions shall be given in writing at the registered office or principal place of business or such other address as may be notified for such purpose to the party giving notice.
- 11.12 Any reference in these Conditions to any provisions of a statute shall be construed as a reference to that the provision as amended, re-enacted or extended at the relevant time.
- 11.13 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## **12. EXPORT TERMS**

- 12.1 In these Conditions “Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in

force at the date when the contract is made. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meanings in these Conditions and the Acknowledgement of Order but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

- 12.2 Except to the extent indicated to the contrary on the Acknowledgement of Order the Purchaser shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the Country of destination and for the payment of any duties thereon. In particular, if any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Purchaser the Purchaser shall obtain the same at its own expense and if necessary produce evidence of the same to the Seller on demand. Failure to do so shall not entitle the Purchaser to withhold or delay payment of the Price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Purchaser's account.
- 12.3 Except to the extent indicated to the contrary on the Acknowledgement of Order where the Goods are supplied for export from the United Kingdom:
- 12.3.1 the Purchaser shall be responsible for the payment of any duties or taxes (arising from the export of the Goods from the United Kingdom into the Country of destination) and shall indemnify and hold harmless the Seller from and against any such liability to pay such duties or taxes and specifically shall be liable to pay the Seller such duties and taxes if so required by the Seller pursuant to these Conditions; and
- 12.3.2 they shall be charged for and delivered FOB the air or sea port of shipment and the Seller shall not be obliged to give the Purchaser the notice specified in Section 32(3) of the Sale of Goods Act 1979.

**NGF EUROPE LIMITED**

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