



NVES LIMITED Terms and Conditions

Definitions

“Business Days” shall mean a day (other than Saturday or Sunday or public holiday) when the banks in London are open for business.

“Conditions” shall mean these terms and conditions for the sale of Goods or the supply of Services or both made by the Seller and the Customer.

“Contract” shall mean a binding contract for the sale of Goods and/or Services or both made by the Seller and the Customer.

“Customer” shall mean the individual or entity that is purchasing Goods and/or Services hereunder.

“Factored Products” shall mean products which are supplied by Seller, but are not manufactured by Seller, and are purchased by Seller from another supplier or manufacturer.

“Goods” shall mean either the Products and/or the Factored Products.

“Losses” shall mean a) any direct and/or indirect, special or consequential loss or damage; b) loss of data or other equipment or property; or c) economic loss or damage; or d) incurring of liability for loss of damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damage); or e) any loss of actual; or anticipated profit, interest, revenue, anticipated savings or business damage to goodwill.

“Seller” shall mean NVES Limited.

“Services” means the services agreed to be supplied by the Seller to the Customer as detailed in the Order acknowledgment.

1. General

(a) These Conditions shall govern all Contracts between Seller and the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to impose, apply or introduce under any document, communication, order or similar.

(b) A Customer shall place its order for the Goods or Services (or both) by supplying a standard purchase order form (the “Purchase Order”). Verbal or Electronic confirmation will be deemed appropriate in some instances and be treated in the same way as a formal purchase order. Each Purchase Order shall be deemed to be an offer by the Customer to buy the Goods or Services (or both) of the Seller that are identified in the Purchase Order subject to these Conditions exclusively. The Purchase Order shall only be deemed to be accepted when the Seller issues to the Customer an order acknowledgment form which indicates acceptance of the Customer’s offer on these Conditions (“Order Acknowledgment”). A verbal or electronic confirmation will be treated in the same way as a formal order acknowledgement. A Contract between the Seller and the Customer shall come into existence at the time and on the date when the Seller delivers the relevant Goods and/or Services (or both) to the Customer.

(c) Title in the Goods or services shall remain always with Seller until full payment in clear funds has been received.

(d) Risk of loss or damage in the Goods or service shall pass to the Customer upon delivery to the Customer or third-party carrier.

(e) Delivery dates specified by Seller are only Seller’s best estimates and Seller’s only responsibility will be to use reasonable commercial efforts to meet all specified delivery dates. Unless otherwise agreed in writing, time is not of the essence.

NVES, Unit 6 Halifax Industrial Estate, Marsh Way, HX1 5RW

T: +44 (0) 1422 833054

www.nves.co.uk

enquiries@nves.co.uk

Commercial Gas Services NG/LPG

Control Specialists

Energy Management Installation, Service and Maintenance

Electrical Services

V.A.T No 9050 797 23

Company Reg No 5741650

Gas Safe No 221747

2.Customer Responsibilities and Obligations

(a) It is the Customer's strict responsibility and sole liability to review all of the limitations given for the Seller's Products and services. The usage conditions and limitations are as referred to in these Conditions will be contained within the product literature of any items supplied. It will be the Customer's sole responsibility to consult with and to familiarise itself with the latest, up to date Product information of any services supplied. To ensure that said services and products are compliant with any such regulations or approvals as may be appropriate. The Customer hereby represents and warrants that it has read and understood the applicable Products Brochures and the usage conditions, and the usage limitations set forth therein, and has ensured their compliance with the [intended end use] application conditions and that the services supplied by NVES are fully compliant.

(b) If the Customer subsequently sells or assigns any Products services to any other person or entity, the Customer shall ensure that the final user of the Products is supplied with these Conditions of Sale, the applicable Full Product Brochures, the Seller website address, together with notification of the requirement to review the usage conditions and limitations. The Customer shall include the terms and conditions set forth herein in its Conditions of Sale to any third party. The Customer hereby agrees and acknowledges that Seller shall have no responsibility nor liability whatsoever for any claims arising in whole or in part out of the Customer selling or assigning the Products or services to a third party that does not use the Products or service/installation in accordance with Sellers limitations ("Non-Conforming Use Claims"). The Customer shall indemnify and hold Seller, its officers, directors, employees, affiliates and representatives fully harmless from all claims in respect of any Losses whatsoever howsoever arising out of or related to or associated with Non-conforming claims

3.Factored Products

(a) The Customer accepts that Seller may not be expert in the technical features which apply to Factored Products and/or their use in application. Seller's only obligation will be to pass on to the Customer all the written information which they have regarding the Factored Product, but the Customer shall be responsible for ensuring that this and any other necessary Factored Product information is obtained and is reviewed and will decide solely if such data is sufficient to ensure that the Factored Product is fit for purpose in the intended usage application. If any application requirements apply which are not fully covered by the information which the Customer can obtain, then the Customer undertakes not to use or supply the Factored Product for use in that application. The Customer is also responsible for ensuring that the Factored Product will not be subjected to levels of usual or accidental physical abuse in service which would cause the Factored Product to fail. The Customer agrees and acknowledges that Seller, its officers, directors, employees, affiliates and representatives shall not be held liable for any claims or obligations arising out of the Customer's failure to fulfil any or all its responsibilities set forth in this clause 3. a), and hereby agrees to indemnify and hold Seller its officers, directors, employees, affiliates and representatives fully harmless from all claims that may arise regarding Factored Products.

(b) If the Customer has any doubts concerning these or any other usage conditions and limitation or safety parameters, the Customer shall consult Seller at the number and address in the Notice Provisions below and request a written response to any queries.

4.Failure

(a) In the event of an Installation/service failure during the applicable warranty period (1 year for factored products/6 months for service/installation) the Customer shall provide Seller with written notification within forty-eight (48) hours of discovering the fault. Seller requires that the relevant Products/Service/Installation not be touched or tampered with. The Seller will provide a Non-Conformance Report to the Customer if required. The Customer shall bear the cost of returning the Seller Products that have failed. Seller shall reimburse the Customer for any shipping costs if it is determined that the failure is covered by the warranty set forth in Section 4. e).

(b) In the event of a Factored Product failure, the Customer shall advise Seller with written notification within 48 hours of discovering the fault. The failed Factored Product shall not be tampered with or de-constructed in any way, but shall be decontaminated as required to render it fully safe and free from harmful substances and held awaiting advice concerning its disposition from Seller. Full details concerning the application, the time in use in the application and a full description of the type of failure shall be supplied to Seller, who shall pass this information on to the supplier or manufacturer of the Factored Product for advice concerning the appropriate course of action. The Customer will then be advised accordingly.

(c) If Seller determines that faulty materials workmanship or a manufacturing defect in the Product (and/or Factored Product after consulting with the manufacturer) is responsible for the failure, the maximum liability shall be the invoice value of the failed product itself, or the invoice value of the whole customer order as determined by Seller in its sole discretion, along with any reasonable costs for removal and replacement and repair of the product or service, and costs for packing and dispatching the failed product back to Seller.

NVES, Unit 6 Halifax Industrial Estate, Marsh Way, HX1 5RW

T: +44 (0) 1422 833054

www.nves.co.uk

enquiries@nves.co.uk

Commercial Gas Services NG/LPG

Control Specialists

Energy Management Installation, Service and Maintenance

Electrical Services

V.A.T No 9050 797 23

Company Reg No 5741650

Gas Safe No 221747

8 Force Majeure

Seller shall not be liable for any delay in delivery, failure to deliver or default in performing in accordance with any Customer's order if the delay or default is due to: (a) fires, floods, strikes, or other labour disputes, accidents to Seller's production facilities, acts of sabotage, riots, natural disasters, difficulties procuring materials, shortages of raw materials, interference by civil or military authorities, whether legal or de facto, governmental restrictions, including but not limited to failure to obtain export licenses, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or other governmental legislation or, rules or regulations thereof, including a force majeure event occurring in respect to one of Seller's suppliers; or (b) any other cause beyond Seller's control.

9. Limitations of Liability & Excluded Applications

(a) Seller will not accept liability for any failures of the Seller Products/services and/or Factored Products which are caused by Customer's failure to perform and/or discharge their Responsibilities fully as specified in these Conditions.

(b) SAVE FOR: i) DEATH OR PERSONAL INJURY CAUSED BY AN ACT OR OMISSION TO ACT OF SELLER; OR ii) FOR AN ACT OF FRAUD/FRAUDULENT STATEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSESS, LOSS OF PROFITS OR REVENUE, LOSS OF PROCESS PRODUCTS, DAMAGE TO EQUIPMENT, DOWNTIME COSTS, OR LOSS OF USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE EXCLUSIONS AND LIMITATIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM failure of the product(s)/service(s), BREACH OF CONTRACT, FAILURE TO DELIVER ON TIME, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

10. Notice Provisions

Any written notice required to be provided to Seller shall be sent to the following address: Seller NVES Limited, Unit 6, Halifax Industrial centre, Halifax West Yorkshire, HX1 5RW.

13. Governing Law; Jurisdiction

(a) These Conditions of Sale and all rights, duties and obligations hereunder, including any and all other Customer agreements and orders shall be governed by and subject to English Law.

(b) The Customer acknowledges and agrees that any disputes arising out of or related in any way to this Agreement, including a breach of this Agreement, shall be brought exclusively in the courts of England, United Kingdom. Furthermore, Customer knowingly, voluntarily and irrevocably (a) consents to the exclusive jurisdiction of these courts, (b) waives any immunity or objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non convenience, which it may have from or to the bringing of the dispute in such jurisdiction, (c) waives any personal service of any summons, complaint or other process that may be made by any other means permitted by England, United Kingdom, (d) waives any right to trial by jury, (e) agrees that any such dispute will be decided by court trial without a jury, (f) understands that it is giving up valuable legal rights under this 13. B), including the right to trial by jury, and that it voluntarily and knowingly waives those rights.

NVES, Unit 6 Halifax Industrial Estate, Marsh Way, HX1 5RW

T: +44 (0) 1422 833054

www.nves.co.uk

enquiries@nves.co.uk

Commercial Gas Services NG/LPG

Control Specialists

Energy Management Installation, Service and Maintenance

Electrical Services

V.A.T No 9050 797 23

Company Reg No 5741650

Gas Safe No 221747