

These terms and conditions of sale are available on request and for inspection at the company's registered office.

1 Acceptance of Orders

Orders are accepted, manufactured and invoiced in accordance with the quantities, specification, price and payments terms as contained in New

Design Group Order Confirmation paperwork. New Design Group should be notified immediately of any discrepancies.

2 Lead Times

Lead times quoted are applicable from receipt by New Design Group of full order specification.

3 Ownership of Goods

Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of

(a) all Goods and/or Services the Subject of the Contract and

(b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever.

Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and buyer.

4 General

These conditions shall apply to and govern all contracts for the supply of goods and Services by New Design Group Ltd (hereinafter called "the Company") and shall prevail over any inconsistent terms or conditions contained in or referred to in this order or in correspondence or elsewhere and all or any arrangements to the contrary are hereby extinguished. The Term "goods" shall where the context so permits include units, parts, accessories, repairs, fitments and services.

5 Prices and Payments

a) Subject to the provisions of Clause 2(c) whilst every effort will be made to maintain prices as quoted, the Company will only accept orders at prices ruling on the day of dispatch, and such price shall be fixed at the Company's discretion after taking into account any increase in the cost of materials, transport and any other relevant factors: and the buyer hereby agrees to pay the price as invoiced. The buyer also agrees to pay for any loss or extra costs incurred by the Company through any request or instruction or lack of instructions on the part of the buyer, its employees or contractors. Unless otherwise indicated in the Company's quotation no discount of any kind is allowable, prices being strictly nett.

(b) V.A.T. will be charged at the rate applicable at the time of dispatch.

(c) Unless it has otherwise been agreed in writing, orders are accepted on the condition that payment is paid in full on or prior to the taking of delivery of goods unless an approved credit account has been opened for the buyer by the Company. Payment of any instalment due is a condition precedent to further deliveries, and the Company shall have the right to terminate any contract or supply when an instalment or payment is in arrears. If an invoice is not agreed then it is incumbent upon the buyer to communicate this fact to the Company immediately as under no circumstances will any dispute be acknowledged by the Company more than 7 days after the date of the invoice. Where not otherwise expressly stated all payments are to be made at the main premises of the Company.

(d) Title to the goods shall in no case pass from the Company until the full contract or invoiced price has been received. If a cheque is tendered by the buyer it shall not be treated as payment until it has been cleared by the Company's Bank. The Company shall in any event have a particular and general lien over the goods sold and for all claims and monies owing by the buyer to the Company under any contract whatsoever or in any other way whatsoever, and the Company shall be entitled to the return of all goods not paid for in full at the buyer's expense in the event of any failure to pay in accordance with these conditions or any specific amendment thereto agreed in advance in writing by the Company with the buyer.

(e) The Company may charge interest at 4% above the base rate from time to time of HSBC Bank Plc on any amount not received by the due date until such amount is received, both before and after judgement.

6 Carriage and Delivery

Carriage is affected at the Company's option and appropriate charges will be made for such carriage based on current Carriage Standard Rates. Although every effort will be made to effect prompt delivery, the Company cannot be held responsible for loss or damage due to delay in delivery, accidents, fire or strikes, war, lockouts, or any other causes beyond its control. Overseas orders will be shipped DAP. The Buyer will be responsible for all import duties, taxes and any related storage charges.

7 Damage and Loss

No claim for loss in transit can be considered unless notified to the Company within 48 hours after notification of dispatch, or in the case of damage or shortage within 24 hours from receipt of goods. Risk of loss or damage to the goods shall pass to you upon delivery.

8 Orders and Schedules

The Company does not accept verbal orders or instructions. All orders from customer or their agents must be received by fax, email or by post before they will be accepted and processed.

9 Defective Products

Free replacement will be made by the Company of any product which it agrees is defective, if returned within twelve months from the date of dispatch from the Company. No liability for expenses incurred by customers or any consequential damage arising from such defects can be accepted by the

Company.

10 Return of Goods

The return of any goods properly supplied will not be accepted unless the Company's authority has been previously agreed in writing and an address for returned goods given. Notification of such return must be in writing within 24 hours of receipt of the goods. The Buyer accepts and understands that the issuing of orders or contracts to the Company implies full agreement with the above terms and conditions.

11 Cancellations

Cancellation will only be accepted if agreed in writing. Any order cancelled within 48 hours of placement will be subject to a 5% administration charge of nett order value (£200 minimum). Beyond this point a cancellation charge of between 50% and full order value will be levied dependent upon the stage of production.

12. Delayed orders

Orders delayed within 2 weeks of the delivery week may be subject to a storage charge. This will be charged at a rate of £10+vat per pallet (or part of) per week (or part of). Invoice for the order will be sent to the client on the original delivery date. Invoicing for the storage to be on a 4-weekly basis, starting on the week the order was originally due out.

12th July 2024

Due for review July 2025

