

## TERMS & CONDITIONS OF SALE FOR NINA UK PROPERTY TAX EXPERTISE PRODUCTS

Whilst we use our best endeavours to avoid inconvenience to our customers and carry out their wishes fully, the following standard conditions of trading (additional to the Special Conditions (if any) written upon any document) will apply to all contracts made with us.

The following Terms and Conditions of Sale shall govern this transaction except as otherwise specifically agreed in writing by the buyer and the seller:

### 1. ORDERS AND SPECIFICATIONS

- (a) No order submitted by the Buyer shall be deemed to be accepted by the Seller until confirmed in writing by the Seller's authorised representative
- (b) The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order, and for giving the Seller any necessary information relating to the Goods to enable the Seller to perform the Contract
- (c) The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- (d) An order which has been accepted by the Seller may not be cancelled by the Buyer.

### 2. PRICE

(a) The price of the Goods shall be the Seller's quoted price or, where no price has been quoted, the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only. The quoted price is based upon the cost of materials, rates, and hours of labour, transport charges, overhead charges and general working conditions ruling at the date of the Quotation, upon various Quotations for component parts from usual sub-contractors, and upon contract being executed during normal working hours.

We reserve our right to amend our Quotation:-

- 1. To reflect the effect of any variation in the above-mentioned costs which arises after the expiration of one month from the order date and before delivery of the goods
- 2. To reflect any increased cost due to delay or conduct on the part of the customer

(b) The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any circumstances beyond the reasonable control of the Seller (such as, without limitation, any foreign exchange fluctuation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer.

(c) The price is subject to revision in the event of any increase in the cost incurred by the seller between the date of confirmation of the order and the date of delivery to the buyer.

(d) All prices are subject to an annual increase such that the published price list is up-dated on an annual basis.

### 3. TERMS

(a) The Seller shall invoice the Buyer for the Goods on or at any time after delivery of the Goods.

(b) The Buyer shall normally pay the price of the Goods in advance.

(c) Contracts once accepted cannot be cancelled nor amended except by mutual agreement and then only on terms which would fully indemnify the seller.

### 4. DELIVERY

(a) Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

(b) Where contracts provide for a single delivery without specifying a date goods shall be delivered and accepted as soon as ready.

(c) Where contracts provide for deferred deliveries all the deliveries shall be accepted within six months of the specified first delivery or available date. In the event of failure to accept any delivery that delivery shall be deemed to have occurred and storage costs charged to customer's account, the goods being held at customer's risk.

Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not vitiate the contract as to the remaining deliveries

(d) Whilst every effort will be made by the seller to effect delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery by the seller is to be implied and the seller will not accept liability for any loss, damage or penalties occasioned by delay in delivery however caused

(e) We are not common carriers and the Carriers Act 1830 shall not apply to us. We do not accept any responsibility for any loss whatsoever suffered by customers as a result of loss or damage to goods in transit.

### 5. CLAIMS

We do not accept any claim or liability for material used in customer's orders which has not been supplied to us or our sub-contractors. No complaints or claims as to the quality and quantity of goods supplied by us can be considered unless made by the buyer in writing directly to the Seller within seven days of receipt of goods, or if related to the transport of the goods within such time as will enable the seller to comply with the time limit and procedure of the carriers.

### 6. LIMITATION OF SELLER'S LIABILITY

Any express or implied statement, condition or warranty, statutory or otherwise not stated herein is hereby excluded and deemed to be inconsistent herewith; and no responsibility is accepted by the seller for any damage or loss arising directly or indirectly out of goods supplied or for any damage or loss arising by reason of any failure at the goods to comply with the specification or with statutory requirements.

### 7. FORCE MAJEURE, ETC

The performance of all contracts is subject to variation or cancellation by the seller owing to any Act of God, war, strikes, lock outs, fire, flood, drought, tempest or any other cause beyond the control of the seller or owing to any inability by the seller to procure materials or articles required for the performance of the contract and the seller shall not be held responsible for any inability to deliver caused by any such contingency

### 8. RETENTION OF OWNERSHIP BY SELLER

The seller and buyer expressly agree that until the seller has been paid in full for the goods comprised in any sale contract between them:

(a) the goods comprised in such a contract remain the property of the seller (although the risk therein passes to the buyer at the point when delivery begins);

(b) the seller may recover goods supplied at any time from the buyer if in the buyer's possession and the due date for payment has passed.

### 9. LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England