

1. Introduction

- 1.1. The words “We/Us/Our” in these Terms mean **N.D.T. Maincal Limited**, whose contact details are shown on the accompanying Contract Schedule (“Order”). The word “You” in these Terms means the Client identified on the Order.
- 1.2. These Terms, together with any and all other documents they refer to, set out the terms under which goods and services (“Supplies”) are supplied to any customers purchasing Supplies in the course of business. We do not contract with consumers.
- 1.3. Depending on the nature of the Supplies in some circumstances We may act as agent of another business (“Merchant”) whose identity will be made clear to you as appropriate, and on whose behalf we may enter into any agreement for that business; in those circumstances We will not be entering into a supply agreement on our own account (otherwise the word “Merchant” refers to Us).

2. Supplies

- 2.1. Subject to these Terms, We and/or the Merchant will supply to you the supplies described on the Order (“Supplies”) in consideration of your payment of the price described on the Order (“Price”).
- 2.2. We make all reasonable efforts to ensure that all descriptions of Supplies correspond to the actual Supplies.
 - 2.2.1. Minor changes may, from time to time, be made to certain Supplies between your order for Supplies being placed, and Us fulfilling the Supplies, for example, to reflect changes in regulatory requirements, to address particular issues, or changes of supplier – but not to change any of the main characteristics of the Supplies, and not normally to affect your use of those Supplies;
 - 2.2.2. Should products/items be provided by You We accept no responsibility for any defects or suitability of such products and You will indemnify Us against damage caused by the use of such products.

3. Orders – Acceptance – Payment

- 3.1. Where any quotation is given by Us please ensure that you have checked it carefully. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We may cancel your Order and treat the contract as being at an end. If We incur any costs as a result of your error, We may pass those costs on to you.
- 3.2. Your Order constitutes your contractual offer that We may, at Our sole discretion, accept (on the Merchant’s behalf, as applicable). Our acknowledgement of receipt of your Order does not mean that your Order Offer has been accepted; acceptance is only ever indicated by Our giving you confirmation of acceptance of your Order by our Order Confirmation together with these Terms.
- 3.3. Your quotation is valid for a period of 30 calendar days from the date noted on the quotation. Time is not of the essence in this contract, other than as relates to your payment.
- 3.4. All prices are quoted by Us will indicate if they are inclusive or exclusive of VAT. Where it is not indicated the quote will be deemed to be exclusive of VAT that must be paid as arises.
- 3.5. Payment for Supplies must be made by you upon receipt of invoice unless previously agreed between Us and You.
- 3.6. We may agree changes to the scope of your Order only on terms that you pay whatever reasonable price we may specify based on our standard pricing for such additions.

4. Late Payment

- 4.1. In accordance with Late Payment of Commercial Debts (Interest) Act 1998, late payment of invoices will result, additionally to the debt, in a statutory compensatory fee and statutory interest.

5. Your Obligations

- 5.1. You agree to give Us full access to your premises, systems and data (including personal data) to survey and carry out the work. By agreeing this contract you guarantee that you have full authority to allow the work and any associated processing of data.

6. Faulty, Damaged or Incorrect (“Unsatisfactory”) Supplies

- 6.1. You will not be eligible to claim under Clause 6.2 if the issue with the Supplies for which you wish to claim was an issue that:
 - 6.1.1. we had informed you about before you ordered; or
 - 6.1.2. results from your use of the Supplies for any purpose that is neither obvious nor made known to Us, and for which the Supplies are unsuitable, or
 - 6.1.3. results from normal wear and tear; or
 - 6.1.4. results from misuse or intentional or careless damage (other than by Us or any Merchant).
- 6.2. Other than as outlined in clause 6.1, if any Supplies you have purchased are delivered being:
 - 6.2.1. not of reasonable quality, or
 - 6.2.2. unfit for purpose; or
 - 6.2.3. materially different from Our description of them at the time of purchase; or
 - 6.2.4. faulty or damaged, or
 - 6.2.5. not the correct Supplies ordered, (“Unsatisfactory Supplies”) then please contact Us as soon as reasonably possible to inform Us of the precise fault, damage or error, etc. and to arrange for (at our option) a refund, repair or replacement

7. Limits on Liability

Apart from liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, which We or any Merchant caused, we or the Merchant (as applicable) will only be responsible for any direct loss or damage that you may suffer as a result of breach of these Terms (or the Order) or as a direct result of their or our negligence (but not any loss of potential profit, or any other loss of opportunity) which is an obvious consequence of the breach or negligence and that was also reasonably mutually contemplated (or capable of so-being) at the time of the Order (but not otherwise) AND ALSO only up to a limit of 5 times the annual value of the Supplies AND ALSO only up to but no more than the Limit of Liability of the relevant Order

8. Other

- 8.1. This contract is with you only, and is not intended to benefit any other person in any way and no such other person will be entitled to enforce any provision of these Terms.
- 8.2. If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms, and the remainder of these Terms shall be deemed to remain valid and enforceable.
- 8.3. No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach.
- 8.4. We may revise these Terms from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.
- 8.5. These Terms, and the relationship between you, us and any Merchant (whether contractual or otherwise) shall be governed by, and construed in accordance with, English & Welsh law; any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.