

## **TERMS AND CONDITIONS**

1. The company must reserve the right to amend any prices should it be considered necessary.
2. For all items of equipment purchased a minimum delivery value will apply (POA). There will be a mandatory surcharge value applied to all orders that fall below the minimum purchase value, this is, dependent on order currency.
3. UK DELIVERY – Prices do not include transportation costs
4. EXPORT DELIVERIES – The prices shown are Ex-works Nittan Europe, Old Woking (Incoterms 2010) other incoterms categories will be at extra cost.

### **CONDITIONS OF SALE**

#### **1. Definitions**

In these Conditions the Company means Nittan Europe Ltd and “the customer” means any person, firm or company who agrees to purchase goods from the Company.

#### **2. Exclusion of Customers Condition**

These Conditions cannot be varied unless agreed in writing signed on behalf of the Company and shall prevail over any conditions of the customer which are inconsistent here with.

#### **3. Price**

Unless otherwise agreed in advance, prices applying to the Company’s goods shall be those in the Company’s current published price lists.

All Bank charges to be paid by the Customer. Invoice amount must be remitted in full.

#### **4. Delivery**

Goods will be delivered within the United Kingdom mainland by the normal private road transport arranged by the Company and charged to the Customer. Goods for export will be subject to our Standard Terms and Conditions of Sale, above. The cost of delivery and transit insurance will be charged to the Customer.

All export orders where the customer has been responsible for arranging the freight, the customer will be responsible to supply Nittan Europe Ltd with proof of delivery and receipt upon request. The proof of delivery/receipt will include the following: Authenticated Airway Bills, PIM/PIEX International Consignment Notes, Master Bill of Lading and certificate of Shipment containing details of how the goods left the EC, Transport documents signed by the customer. If proof of delivery is not received after goods have been received, than Nittan Europe Ltd reserve the right to charge UK VAT at 20%, on backdated orders where acceptable proof was not available and for all future orders, and will only repay the VAT back to the customer upon receiving acceptable proof of receipt of goods via the above authorised documents.

#### **5. Time of Delivery**

The Company will deliver goods within such delivery dates as are expressly agreed in writing between the Company and the Customer. Where delivery dates have not been so agreed the Company will endeavour to deliver goods within the dates, if any, specified in the Customer’s order but such dates shall not form part of the contract between the Company and the Customer and the Company shall not be liable for any loss or claim whatsoever arising from the fact that delivery does not take place within such dates.

#### **6. Payment**

Goods are supplied on condition that payment therefore will be made in accordance with the payment terms specified in the invoice. The Company reserves its statutory right to claim interest and other compensation recovery costs and entitlements from the customer under the terms of the Late Payment of commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013. Such interest shall accrue calculated on a daily basis from the date the payment becomes due until the date of actual payment without further reminder. Agency Agreements are subject to termination should payment not be received by the invoice date.

#### **7. Installation**

The Customer undertakes with the Company to use and install the goods properly in accordance with specifications and technical instructions issued by the Company and to examine and test the goods before use. Where the goods are installed by third parties the Customer further undertakes with the Company to ensure that the goods are properly installed by supervising and inspecting the work of installation as well as testing the goods before use.

#### **8. Origin**

Products and literature supplied will bear the Company’s name or the name Nittan Company Ltd Japan or the name of the manufacturer. These names are the source of origin and must in no circumstances be removed, defaced or obscured. Customers may, after obtaining the Company’s permission, apply their names, trademarks etc, provided that the source of origin remains visible in its original form.

#### **9. Warranty**

Products are supplied with the benefit of the Company’s guarantee in accordance with its published Guarantee Conditions – currently 36 months for the Companies products and 12 months for products from other manufacturers.

#### **10. Cancellation**

If the order is cancelled (for any reason), the customer is required to pay for all stock (finished or unfinished) that the Company may hold (or to which the Company is committed) for the order. The Company may suspend or cancel the order, by written notice if: (a) the customer fails to pay any monies due (under the order or otherwise), (b) the customer becomes insolvent, or (c) the customer fails to honour its obligations under these terms. Orders may not be cancelled unless agreement is made by the Company in writing.

## 11. Waiver and variations

Any waiver or variation of these terms is binding in honour only unless (a) made (or recorded) in writing, (b) signed and agreed on behalf of each party and (c) expressly stating an intention to vary these terms. All orders placed with the Company will be on these terms (or any that we may issue subsequently). By placing an order with the Company, The customer is expressly waiving any printed terms they may have to the extent that they are inconsistent with the Company's terms.

## 12. Repair

The Company undertakes to repair any of its products in accordance with its published Repair Conditions. Out of warranty products will incur a charge for any of the following conditions - Clean and Test, Clean Test and Repair or Beyond Economical Repair.

## 13. Risk

All risks in relation to the goods for both UK orders and Export orders will pass to the Customer from despatch from the Company's premises.

## 14. Ownership

The property of the goods shall only pass to the Customer, upon payment of all sums ("the Customer's debts") owing from the Customer to the Company and the following provisions of this condition shall apply so long as any part of the Customer's debts remain outstanding. The Customer shall hold the goods in his fiduciary capacity as bailee for the Company, but shall never the less be entitled to sell and deliver the same to a third party in the normal course of the Customer's business, when the Customer shall hold his right against his customer in respect of any such sale and the proceeds of any such sale in his fiduciary capacity for the Company. Further on receipt of a request from the Company the Customer shall assign to the Company the Customer's rights against the Customer's customer in respect of such a sale. Pending such sale the Customer shall store and mark the goods in such a way that they are clearly the Company's property.

## 15. Force Majeure

The Company shall not be liable for failure to perform any of its obligations in connection with any sale to the Customer to the extent that such failure is caused by any circumstances or event which is not within the Company's control and if and to the extent that performance of such obligation is delayed by reason of such circumstances or event the time permitted for the performance of such obligation shall be extended accordingly.

## 16. Choice of Law

The Contract between the Company and the Customer shall be subject to and governed by English Law.

## 17. ISO9001 Disclaimer

Nittan Europe Ltd is a company approved by Loss Prevention Certification Board to ISO 9001-2015. The Company cannot assume or guarantee that any brought-in or factored products are procured from similarly approved companies.

## 18. Exclusion

The company shall not be responsible for any defects in the goods under the contract beyond the cost of repair and/or replacement of the goods. The company will not accept any liability for shortages in the delivery under this contract unless they are notified to the company within two days of delivery.

## GUARANTEE

The following are the terms of the Company's guarantee of its products. This guarantee shall not detract from the statutory rights of a consumer.

1. Subject to the conditions in Clause 4 below The Company shall not be liable for any loss or claim whatsoever arising from any faulty goods supplied, but the Company does undertake to make good free of charge any defects in its products supplied which arise from faulty materials or bad workmanship within thirty six months from the date such products are despatched from the Company's works.
2. Subject to the condition in Clause 4 below, the Company further undertakes to make good free of charge any defects in its products which it has repaired under its original guarantee where such defects relate to the repair work and arise from faulty materials or bad workmanship within thirteen months from the date the repaired products are despatched from the Company's works.
3. Subject to the conditions in clause 4 below the Company further undertakes to make good free of charge any defects in its products which it has repaired either under guarantee or at the customers cost under its published repair conditions where such defects relate to the repair work and arise from faulty materials or bad workmanship within six months from the date the repaired products are despatched from the Company's works.
4. The conditions which must be satisfied if products are to qualify for repair under guarantee are as follows;
  - (a) The products must be delivered properly packed and freight prepaid to the Company's works, together with a completed Returns Material Authorisation form obtained from Nittan sales department stating the following;
    - (i) The number of products being returned
    - (ii) The Serial Numbers of the products
    - (iii) Details of the defect
    - (iv) A returns number (RMA)
    - (v) A Technical Call Log No

Note: In the first instance please call 01483 541172 or 07511047039 to obtain a Technical Call Log No. This will often prevent the need to return product and provide an instant response and solution to any issues experienced.

- (b) The products must be in the same design condition as when supplied by the Company. Products which are returned with modifications made by persons other than the Company will in no circumstances be repaired under guarantee and will not even be repaired at the Customer's cost unless accompanied by full descriptions of the modifications.
- (c) The products must have been used for the purpose for which they were designed and not mishandled or misused.
- (d) The product's identification label must not have been defaced, removed or obscured or altered in any way.

5. The Company undertakes to take reasonable care of goods received for repair while the same are in its possession but the Company shall only be liable in respect of loss or damage or destruction of the goods where and to the extent that such loss damage or destruction occurs as a result of negligence on the part of the Company its servants or agents.

## REPAIR CONDITIONS

Subject to agreement in each case the Company will undertake the repair of its products subject to the following conditions.

1. The products must be delivered properly packed freight prepaid to the Company's works together with a returns form obtained from Nittan sales department stating the following;
  - (i) The number of products being returned
  - (ii) The Serial Numbers of the products
  - (iii) The details of the repair required
  - (iv) A returns number
2. Products which have been modified by persons other than the Company will not be repaired unless additionally accompanied by a full description of modifications.
3. All Products returned and accepted for repair will undergo the following process; Cleaning; measurement or electrical and physical parameters; replacement of defective components. If necessary full electrical operational and environmental testing.
4. Charges for repair work will be based both on time and materials.
5. Products will be returned to the Customer at the Customer's cost
6. The Company undertakes to take reasonable care of goods received for repair while the same are in its possession but the Company shall only be liable in respect of loss damage or destruction of the goods where and to the extent that such loss damage or destruction occurs as a result of negligence on the part of the Company its servants or agents.

## PRODUCT ORDERED IN ERROR

Nittan Europe Ltd will only accept return of product ordered in error and/or surplus to requirements within 3 months of original dispatch date. No cash payment shall be made against these returns; however once product has been tested and accepted as suitable for re-sale a "return for credit" value, equivalent to the original invoice value less a 25% charge to cover handling, test and inspection plus re-stocking costs will be allocated to the customer account. Product returned for an exchange in return for credit under this category should be in original condition and in original packaging.

## SPECIAL NOTES

### Waste Electrical and Electronic Equipment WEEE

Nittan Europe Ltd is a member of a WEEE compliance scheme managed by WEEECare plc, Our Registration Number: WEEE/BJ1417VX

Nittan Europe Ltd will accept branded end of life WEEE equipment for treatment and disposal free of charge, however the customer(s) is responsible for the cost of returning the items.

### End of Life Ionisation detectors

As from 7th June 2002 Ionisation smoke detectors are classified as dangerous goods, classified under UN2911, class 7 excepted package.

Nittan offer a service for treatment and safe disposal of end of life Ionisation Detectors, in accordance with the Ionising Radiations Regulations 2017 IRR17. This is a chargeable service, please contact [sales@nittan.co.uk](mailto:sales@nittan.co.uk) for further information.

### The Market Surveillance Regulation (EU) 2019/1020

The Market Surveillance Regulation (EU) 2019/1020 ("MSR") requires any manufacturer based outside the EU and selling CE marked goods within the EU to have an appropriate EU contact point for local enforcement authorities called an "Economic Operator". Nittan Europe Ltd shall define any customer purchasing our products and selling them under their own brand in the EU as a "Manufacturer" for the purposes of the MSR, responsible for complying with the requirements set out in the MSR and Construction Products Regulation (EU No 305/2011) ("CPR").

Trade customers selling our products under Nittan brand in the EU shall be deemed an "Importer" for the purposes of the MSR, responsible to fulfil the obligations of an Importer placing the goods on the EU market in accordance with the MSR and CPR.

By agreeing to these terms and conditions, customers hereby agree to take full responsibility to comply with the requirements as a relevant Economic Operator set out in the MSR, CPR and any other relevant EU regulations that may be in force at time of the purchase of our products.

PLEASE NOTIFY US WITHIN 3 DAYS OF RECEIPT FOR DAMAGE AND 14 DAYS OF DESPATCH FOR LOSS.