

NORTH-FORK LTD
Terms and Conditions

1. Acceptance

The purchase's order, whether verbal or in writing, for the supply of the Goods specified in this contract shall be construed as an expressed acceptance of all the terms of this contract and in so far as any of the Purchase's order may be inconsistent herewith the terms of this contract shall prevail. All initial orders will have to be paid for upfront before any goods can be dispatched. Once payment is received into North-Fork`s Account before being accepted on monthly account basis.

2. Delivery

- a) **North-Fork Ltd.** will deliver / send the Goods to the given address.
- b) Unless the Purchaser notifies North-Fork Ltd. to the contrary the Goods will be deemed to be delivered in good condition and to the Purchaser`s satisfaction.

3. Method of Payment

All Invoices will be based on 30 day accounts and North-Fork Ltd. reserves the right to charge interest at the rate of 4% per annum above Yorkshire Bank Base rate from time to time prevailing on all overdue accounts until payment is made in full.

4. North-Fork Ltd. Obligations

- a) North-Fork Ltd. shall ensure all goods shall be of sound construction and in good working order to ensure satisfactory performance.
- b) North-Fork Ltd. shall (save as hereinafter provided) provide all necessary paperwork and replacements if agreed as quickly as reasonably possible, and (so far as reasonably possible and during normal working hours) at a time to suit the convenience of the Purchaser.

5. Purchaser's Obligations

The Purchaser undertakes to:-

- a) Carry out routine maintenance if required :-
 - i) lubrication where necessary.
- ii) maintain the goods in accordance with North-Fork Ltd`s warranty recommendations
- iii) check all goods for damage and report when necessary.
- iii) keep all certificates and necessary inspections reports up to date.
- b) Ensure that the Goods are only used by duly authorised competent staff trained in accordance with the approved Code of Practice, published by the Health and Safety Commission, and for the purposes for which it was designed or is reasonably suitable.
- c) Ensure that the Goods are suitable for the Purchaser's purposes since North-Fork Ltd. gives no guarantee or warranty that the Goods are suitable or fit for the Purchaser's purpose other than as agreed in the quotation prior to the signing of this contract.
- d) Pay all outstanding invoices on or before due date(s).

6. Purchaser's Liability for Loss or Damage

- a) The Purchaser accepts all liability and responsibility in respect of and shall fully and completely indemnify North-Fork Ltd. against all third party claims and losses howsoever arising in respect of damage to or loss or destruction of any property on in respect of the personal injury or death of anybody in any way caused by or relating to the Goods or its use (including but not limited to the payment of all damages, costs and charges in connection therewith).
- b) North-Fork Ltd. shall not be liable to the Purchaser in respect of any damage to or loss or destruction of the property of the Purchaser nor in respect of the personal injury or death of the Purchaser or his employees or contractors or other person in any way caused by or relating to the Goods or its use.

7. General

- a) Neither North-Fork Ltd`s nor manufacturers plates may be removed, altered, mutilated or obliterated
- b) The Goods may not without North-Fork Ltd's prior written consent
 - i) be used for any operation other than that for which it was supplied.

8. Force Majeure

Although North-Fork Ltd. will make every reasonable effort to discharge its obligations under this contract in a prompt and efficient manner, it does not accept responsibility for failure or delay caused by circumstances beyond it's immediate control. If any such circumstances occur, North-Fork Ltd. will discharge its obligations as soon as such circumstances have ceased to affect its operations.

9. Data Protection and Confidentiality

- a) The customer shall comply at all times with applicable data protection laws when processing any personal data in the course of any trading under these conditions.
- b) The customer shall not disclose to any third party the pricing policy or structure employed by North-Fork Ltd. and in particular shall not disclose any information relating to any discount or promotional offer by North-Fork Ltd. without prior written approval.

10. Notices and Communication and Changes in Information supplied by the Customer

a) The customer agrees to accept service of notices and communication from North-Fork Ltd., to include without limitation, product and offer notifications, accounts and payment notifications and reminders and will accept formal service by all of the methods listed overleaf in the application for trade account and shall include for the avoidance of doubt, post by any class and recorded delivery, fax, e-mail, telephone call and text message.

b) The customer must inform North-Fork Ltd. in writing of any change of name, trading status or any in contact details contained within the trade account and must be able to provide copies of such request as evidence in any dispute that may arise out such changes notwithstanding the fact that acceptance of any changes for the purpose of continue trading and the use of the trade account will be at the sole discretion of North-fork Ltd.

11. Legal Construction

a) These conditions are subject to the laws of England and Wales and all disputes arising out of these conditions, subject to exclusive jurisdiction of the courts of England and Wales except where this agreement is made in Scotland in which case it will be subject to the jurisdiction of the courts of Scotland.

b) A person who is not a party to these conditions shall have no right under any statutory provision (including the Contracts (Rights of Third Parties) Act 1999) to enforce any of its terms.

Updated May 2018