

Effective from 31 January 2010 until further notice.

## 1. Contract

Nemesis GB Limited contracts with the following terms only. These terms are deemed to be acceptable by the customer unless express written variations are set out in writing by a director of the company.

## 2. Orders

Orders may be sent by Post, Internet, Fax, Text or E-mail with a purchase order number clearly stated and signed by an appropriate ordering authority. The order deadline for same day despatch (subject to stock) is 16:00 hours. The company shall not be held liable for deliveries where a third party fails to meet deadlines.

## 3. Products

The Company reserves the right to alter specifications to any of their products without prior notice or consultation, and may substitute another product to fulfil the function required if the original is unavailable or discontinued. The company reserves the right to cancel any order.

## 4. Order Cancellation

Nemesis will not accept cancellations for any goods which, at our discretion, are deemed to be specially ordered or with limited resale opportunity. For general orders a written cancellation request must be submitted prior to goods being despatched. All deposits are non-refundable.

## 5. Payment Terms

Prices, shipment charges and VAT for all products and services supplied are shown on the invoice.

- a) For all orders with a gross value over £1,000 a non refundable deposit of 25% of total order value will be required before the order can be accepted and confirmed by Nemesis.
- b) For credit card customers full payment will be collected order despatch. Credit card payments will not attract the early settlement discount.
- c) For customers on credit terms all payments are due within 30 days of the invoice date. Invoices qualify for the company's settlement discount of 2% if cleared funds are received within 14 days of the invoice date or 1% if received within 30 days of invoice date. Interest will be charged at a rate of 15% per annum on all invoices paid late. In cases where there are continuing issues over payment the Company reserves the right to suspend supply or to take appropriate legal action. In any case where such action is needed all costs incurred will be added to the outstanding amount.

## 6. Title of goods

The property of goods, fixed or unfixd, supplied under the contract will not pass to the customer until such goods and materials and all other sums due from the customer under the contract have been paid in full.

## 7. Acceptance

Within 48 hours of receiving the goods they should be inspected for any shortages, defects or non-conformity. After this period, they will be deemed to have been accepted. Any credit note claims in respect of shortages or defects must be received within 7 working days of delivery and must clearly refer to a notification made within 48 hours of delivery.

## 8. Returns

Nemesis do not supply goods on a sale or return basis so returns will only be accepted in respect of damaged, faulty or incorrectly supplied items. Faulty goods returned within 3 months of purchase will be replaced with equivalent items. Goods returned as faulty but found to be working properly will be repackaged and returned to the customer, all packaging and shipping costs incurred will be charged to the customer. Damaged goods will be replaced on identification of being damaged in transit and notified within 48 hours of receipt of the goods. In cases where the goods supplied are different to those ordered the normal GRN process should still be followed. All returns must be pre-notified to obtain a valid GRN number. Returns outside the GRN process will not be accepted. Any customer who agrees to refund or replace an item without it first being examined by Nemesis (GB) Ltd does so entirely at their own risk.

## 9. Warranty

Unless otherwise stated, goods shall be covered by the manufacturer's standard warranty terms and provisions. This warranty will be for no less than 12 months from delivery. Should products become defective within 3 months of purchase the company will replace them via the Goods Returns Note process. Defective items identified after 3 months will be subject to the manufacturer's warranty claim process and goods should not be returned to Nemesis unless specifically requested. All warranties will be invalidated if damage is caused by incorrect installation, use of excessive force or general wear and tear.

## 10. Liability

Nemesis will not be held responsible or liable for any damage or injury to persons or property caused by the misuse of any product distributed by themselves or via their subdistributors. All products are installed at the customers own risk.

## 11. Applicable Law

If any part of these terms and conditions is found to be invalid for any reason this will not affect the rest of the terms in this document which will remain valid in all respects. The above terms shall be construed in accordance with English law and shall be subject to the jurisdiction of the English courts.