

TERMS AND CONDITIONS

The placing of an order expresses acceptance of our terms of business. The following conditions apply to and are deemed to be incorporated in all contracts for the sale and supply of Novograf's services and materials. They specifically exclude any terms and conditions proffered by the Client.

QUOTATIONS

Unless otherwise stated a quotation is open for acceptance for a period not exceeding 30 days from the date on the quotation. Thereafter the price may be subject to alteration.

DELAY

In the unlikely event of a delay, or Goods being lost or damaged in transit, Novograf shall not be liable for any loss or consequential damage arising from a delay in delivering all or part of any goods ordered or in the provision of any services.

ORDER CANCELLATION

Once dispatched, no order may be cancelled unless agreed in writing by ourselves. Upon cancellation of an order the Client will be immediately liable to pay Novograf any and all costs or expenses incurred by us in the performance or past performance of the order, such costs and expenses to be determined solely by Novograf. Cancelled orders that can be re-stocked, will be subject to a minimum 15% re-stocking fee.

POSTPONEMENT

Where a project is postponed - such postponement must be notified to Novograf in writing.

The following conditions apply:-

- a. *Pre-dispatch* - Novograf will hold the Goods at our premises for a period of up to 28 days at no cost to client. After this period the client must either a) take delivery of the Goods in which case invoices are payable in full under our normal terms or, b) authorise Novograf to re-stock the Goods (those defined as stock items) for which a re-stocking fee of a minimum of 15% will be payable.
- b. *Post-dispatch* - Novograf may, at our discretion, take back into stock all items that are unopened, unused and in perfect condition (upon Novograf's inspection). Client must arrange and meet expenses for delivery to Novograf. A minimum 15% re-stocking fee will apply.
- c. *Application* - Where an application team has been booked or has arrived at site, Novograf will apply an abort fee which is variable dependent on individual circumstance.

RETURNS

We will consider returns of faulty or damaged Goods. If Goods are to be returned to us you must obtain an RMA (Returned Merchandise Authorisation) from our Customer Services Department. We cannot accept unauthorised returns which do not have an RMA. (Novograf may, at our discretion, authorise the scrapping of damaged or faulty goods). Upon receipt and satisfactory inspection of the Goods a credit note will be issued or the Goods replaced. We may take excess Goods back at our discretion if they are unopened, unused and in perfect condition. There will be a re-stocking fee of a minimum of 15% of the purchase price for this service and the Client must arrange for return of the Goods within 28 days of receipt.

SHORTAGES

All shortages must be notified to Novograf immediately upon discovery. We reserve the right to check Proof of Delivery with our carriers before we take action on any notified shortages/wrong Goods. Where a shortage is verified, we will dispatch a replacement as soon as is practicable.

Please note we do not accept returns of special manufacture or bought in items i.e. unique to a specific order.

TAX

Tax additional unless otherwise stated.

CARRIAGE

Carriage is chargeable at commercial rates or as quoted.

RESERVED OWNERSHIP

Novograf retains title to the goods until they are paid for. Novograf may take all reasonable steps to recover the goods which are its property by virtue of this clause.

PAYMENT TERMS

If you do NOT have an agreed Credit Account with Novograf, payment is required with order, either by Cheque or by Credit Card (we accept Visa, Access (Mastercard) or Switch).

For Clients with Credit Accounts payment for the goods shall be made within 30 days of the date upon which the goods are invoiced by Novograf, unless terms are otherwise agreed. Novograf shall have the right to claim and be paid interest at the rate of 2% per month for each full month, beyond the due date; all outstanding sums due to Novograf are unpaid. In addition Novograf shall have the right to add on a reasonable sum to the outstanding balance to cover the costs of collection.

TOOLS AND ORIGINATION MATTER

Any tools or origination matter produced or acquired by Novograf specifically for any goods ordered by the Client notwithstanding any changes made for them (whether or not such tools or origination matter are accepted by the Client), shall remain the property and in the possession of Novograf. If for a period of one year no orders are received for goods to be made with such equipment or origination matter, Novograf has the option to dispose thereof as it desires without liability to the Client.

DESIGN COPYRIGHT

The copyright in any design produced by Novograf (whether or not such design is accepted by the Client) shall belong to Novograf and the Client shall not without licence in writing from Novograf make or cause or licence to be made any copies of such design.