

## NCH GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

### 1. APPLICATION OF CONDITIONS

- 1.1 No contract will be formed until the customer's order is processed by NCH.
- 1.2 These Conditions will override the customer's standard terms and conditions (if any).
- 1.3 Any quotation given by the supplier is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

### 2. DELIVERY OF GOODS

- 2.1 The supplier will deliver the goods to the address specified in the contract or as otherwise agreed between the parties in writing.
- 2.2 Ownership of the goods will not pass to the customer until the supplier has received all sums due to it in respect of the goods, but risk will pass from the time of delivery.

### 3. CUSTOMER'S OBLIGATIONS

- 3.1 The customer will (at its own cost):
  - (a) follow the supplier's instructions relating to the goods located on product labels, tech sheets and Material Safety Data Sheets;
  - (b) be responsible for preparing and maintaining the relevant premises for the supply and receipt of the goods; and
  - (c) not resell the goods.

### 4. CHARGES AND PAYMENT

- 4.1 The customer will pay the charges payable for the goods as set out in the contract.
- 4.2 The customer will pay each invoice submitted to it by the supplier, in full and in cleared funds, within 30 days of date of invoice.
- 4.3 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which will be charged in addition unless otherwise specified.
- 4.4 Time for payment is of the essence.
- 4.5 If the customer fails to pay the supplier on the due date, the supplier may charge interest on such sum from the due date for payment at the annual rate of 8% accruing on a daily basis.
- 4.6 The supplier may set off any liability of the customer to the supplier against any liability of the supplier to the customer.

### 5. DEFECTS

- 5.1 Goods rejected by the customer as not complying with the contract must be so rejected in writing to the supplier's registered office or [creditcontrol@nch.com](mailto:creditcontrol@nch.com) within 7 days of delivery.
- 5.2 No claim for shortage, damage or loss can be allowed unless the supplier is given written notification of such shortage, damage or loss:
  - (a) Within 7 days of receipt of the goods in the case of damage and/or shortage
  - (b) Within 7 days of the supplier's invoice date in the case of loss.
- 5.3 In no circumstances should damaged goods be returned to the supplier prior to a written request for such return being made.
- 5.4 The supplier will have no liability for any defect that is due to accident, fair wear and tear, negligent use, tampering, improper handling, improper use, improper operation or improper shortage or any other default on the part of any person other than the supplier.

### 6. LIMITATION OF LIABILITY

- 6.1 The supplier will not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 6.2 The supplier's total liability will be limited to the price paid for the goods.
- 6.3 To the fullest extent permitted by law, the supplier and the customer will adhere to the terms set-out in the contract.
- 6.4 The supplier will not be liable for all warranties, conditions and other terms implied by law.
- 6.5 If the supplier is prevented by the customer from performance by any act or omission of the customer, the supplier will not be liable for any costs, charges or losses sustained or incurred by the customer that arise directly or indirectly. The customer will be responsible for any cost incurred by this prevention and the charges described in condition 4.1 will remain payable.

### 7. DATA PROTECTION

Personal data will be gathered and processed by and on behalf of the supplier in connection with the supplier's goods and services. This processing may take place outside of the European Economic Area.

The customer's name, address and payment record may be submitted to a credit reference agency.

### 8. PROTECTION OF CONFIDENTIAL INFORMATION

Each Party ('the Receiving Party') will keep the confidential information of the other Party ('the Supplying Party') confidential. The Receiving Party will only use the confidential information of the Supplying Party for the purposes of the Contract. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this Clause 8, and ensure that they meet the obligations.

### 9. TERMINATION

- 9.1 Either party may terminate the contract by giving reasonable notice to the other if the other party fails to pay any amount due.
- 9.2 On termination of the contract for any reason:
  - (a) the customer will immediately pay to the supplier all outstanding unpaid invoices and interest. In respect of goods supplied, but for which no invoice has been submitted, the supplier may submit an invoice, which will be payable immediately on receipt; and
  - (b) the customer will return at its own cost all of the supplier's goods in accordance with the supplier's instructions.
- 9.3 On termination of the contract (however arising) conditions 4, 5, 7, 8, 9, and 10.3 will survive and continue in full force and effect.
- 9.4 Neither party may rely on its own default to terminate the contract.

### 10. GENERAL

- 10.1 The contract and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the contract and no variation will be valid unless it is in writing and signed by each of the parties.
- 10.2 If any provision of the contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of the contract, and the validity and enforceability of the other provisions of the contract will not be affected.
- 10.3 This contract will be governed by the laws of Ireland which its courts have exclusive jurisdiction.