



TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions will apply to the purchase of the goods detailed in our quotation (**Goods**) by the buyer (**you**) from **NBS Scientific** a company registered in England and Wales under number 1120775 whose registered office is at 4 King's Bench Walk, Temple, London EX4Y 7DL.
2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means a day other than Saturday, Sunday or bank holiday in England or Wales.
5. The headings in these Terms and conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

Goods

7. The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.
8. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

Price

9. The price (Price) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.

10. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
11. Any increase in the Price under the clause above will only take place after we have told you about it.
12. You may be entitled to discounts. Any and all discounts will be at our discretion.
13. The Price is exclusive of fees for transportations / delivery.
14. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and alteration

15. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
16. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 30 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
17. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

Payment

18. We will invoice you for the Price either:
 - a. on or at any time after delivery of the Goods; or
 - b. where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.
19. You must pay the Price within 30 days of the date in our invoice or otherwise according to any credit terms agreed between us.
20. You must make payment even if delivery has not taken place and / or that the title in the Goods has not passed to you.



21. If you do not play within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
22. Time for payment will be the essence of the Contract between us and you.
23. All payments must be made in British Pounds unless otherwise agreed in writing between us.
24. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment or any such amount in whole or in part.