



Northamber Online Ordering Agreement, including Ship Direct

Please make two copies of this Agreement.

Complete the bottom section on both and ensure they are signed by an authorised signatory. Send both completed Agreements to Northamber Online Customer Services, Davis Road, Chessington, Surrey, KT9 1TT.

We will process your request and contact you to begin in service. Read all terms and conditions of this Agreement before signing. By signing this Agreement your organisation (“The Reseller”) agrees to these terms and conditions, as modified from time to time by written notice. If you do not agree to these terms and conditions you may not use the ordering section of the site. This Agreement is effective from the day you initially sign it until such time as you cease to be an authorised user of the Northamber Web Site.

RECITALS

(A) Northamber plc wishes to offer the Reseller access to the Northamber Web Site, which enables the Reseller to view products offered for sale by Northamber plc and the list of products in stock, and which allows the Reseller to place orders with Northamber plc via their Internet site, with the use of a password.

(B) Northamber plc and the Reseller wish to be able to trade through Northamber plc Internet site on the terms and conditions of this agreement.

OPERATIVE PROVISIONS

Definitions

“Northamber Web Site” means the ordering system described in Recital (A)

“Products” means the products offered for sale by Northamber plc on its Internet site and which can be purchased by the Reseller using the Northamber Web Site.

“Users” means the persons employed by the Reseller and appointed by the Administrator who are authorised to use the Northamber Web Site.

1 Sales and Purchase

Northamber plc shall sell and the Reseller shall purchase such quantities of the Products as may be ordered by the Reseller using the Northamber Web Site upon the terms and conditions of this Agreement.

2 Online Purchasers

The Reseller acknowledges that it is solely responsible for the actions of the its Purchasers and Employees in the ordering of products and modifications of any data including, but not limited to, delivery address information

3 Password

3.1 Upon the signature of the Agreement by both parties Northamber plc will provide the Reseller with personalised passwords (here after called the “Password”)

3.2 The Password has three functions:

3.2.1

to allow access to the Northamber Web Site:

3.2.2

to identify the Reseller

3.2.3

providing proof that the Reseller consents to orders placed by it or in its name.

3.3 Both Northamber plc and the Reseller will use all reasonable endeavours to ensure the Password remains confidential.

3.4 Upon a change of employment of the User the Reseller will immediately advise Northamber so that their Password can be deleted.

4 Orders

4.1 The Reseller may place orders for Products through the Northamber Web Site from Northamber plc. All orders placed by the Reseller are subject to acceptance by Northamber plc and subject to availability of the Products. For the avoidance of any doubt, Northamber plc shall be at liberty to refuse to accept any orders placed by the Reseller for any reason what so ever.

4.2 No purchase orders shall become a purchase contract and therefore binding upon Northamber plc until marked as confirmed and emailed to your chosen contact.

4.3 Any purchase order which is accepted by Northamber plc and has therefore become a purchase contract shall be subject solely to the standard terms and conditions of sale of Northamber plc to the exclusion of any other term and conditions offered by the Reseller whether or not brought to the attention of Northamber plc.

4.4 If there is any conflict between the provisions of this Agreement and Northamber plc standard terms and conditions of sale, the provisions of this Agreement shall prevail.

4.5 Northamber plc may at any time amend its standard terms and conditions of sale upon 14 days prior written notification to the Reseller. The modified terms and conditions of sale shall apply to any purchase order placed by the Reseller with Northamber plc after the expiry of the notice period.

5 Price and Payment

5.1 The price of products shall be stated as on Northamber plc standard price list which is set out on the Internet site accessed by the Northamber Web system.

5.2 All prices are given in pounds sterling exclusive of value added tax or any other sales tax applicable.

5.3 Northamber plc may change its standard price list at any time and such changes shall apply to any purchase order placed with Northamber plc after the time of change.

5.4 Northamber plc will inform the Reseller on the acceptance of purchase order form whether or not the Reseller has been granted a credit line then payment is due within 30 days of the invoice for the products. If no credit line is granted by Northamber plc to the Reseller then payment must be made prior to delivery and delivery will be dependent upon receipt and cleared funds of the price. In the event of any delay caused by the Reseller delaying payment then Northamber plc cannot be liable for unavailability of the Product at the time of payment. Any purchases placed via the web site that remain unpaid for more than 5 working days will be removed without notice therefore forfeiting any stock on the order..

6 Intellectual Property

6.1 All trademarks, copyright and any other intellectual property used on or in relation to the Products of the Northamber plc Internet site are the property of Northamber plc or licensed for the use to Northamber plc by a third party and this Agreement does not confer upon the Reseller any rights in or title to such intellectual property.

7 Confidentiality

7.1 The Reseller shall safe guard and (save as may be required by law) keep confidential all information entrusted to it by Northamber plc which is not in the public domain and take all reasonable precautions to safe guard Northamber plc's confidential information.

7.2 Only those members of staff who need to be aware of confidential information in order for the Reseller to fulfil its obligations under this Agreement shall be entitled access to the confidential information.

7.3 All confidential information passed to the Reseller by Northamber plc shall remain the exclusive property of Northamber plc and the Reseller under takes to return such information at the request of Northamber plc or, at the latest, upon termination or expiration of this Agreement.

8 Term and Termination

8.1 This Agreement shall commence on the date here of subject to termination in accordance with its terms.

8.2 Either party may terminate this Agreement by giving 7 days prior written notice to the other.

8.3 Northamber plc may terminate this Agreement immediately upon the occurrence of any of the following events:

8.3.1

the Reseller commits any continuing or material breach of any of the material provisions of this Agreement and, in the case of a breach capable of remedy fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

8.3.2

a receiver or manager is appointed over any of the property or assets of the Reseller;

8.3.3

the Reseller makes any voluntary arrangements with its creditors or becomes subject to an administration order;

8.3.4

the Reseller goes into liquidation (except for the purpose of amalgamation or reconstruction); or

8.3.5

the Reseller ceases or threatens to cease to carry on business.

8.4 Upon the termination or expiration of this Agreement all outstanding invoices must be paid immediately by the Reseller

8.5 The confidentiality obligation under clause 7 shall survive the termination of this Agreement.

9 ForceMajeure

9.1 Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing or failure to perform any of its obligations in relation to the Products or otherwise under this Agreement if the delay or failure was beyond that party's reasonable control.

10 Indemnity

The Reseller shall fully and effectually indemnify and keep Northamber plc indemnified against any loss, damage, costs or expenses (including legal costs) suffered or incurred by Northamber plc as a result of or in connection with any breach by the Reseller of any of its obligations under this Agreement

11 General

11.1 This Agreement is personal to the Reseller who may not assign this agreement without the express prior written agreement of Northamber plc.

11.2 This Agreement contains the entire agreement between the parties with respect to its subject matter

11.3 This Agreement shall be governed by and construed in all respects in accordance with English Law and shall be subject to the exclusive

jurisdiction of the English courts.

11.4 Any notice required or authorised to be given by this Agreement may be given by hand or sent (by first class pre-paid post or facsimile transmission) to the other party at its address stated at the head of the Agreement. Such notice if posted shall be deemed to have been given on the 3rd day after the notice was posted and if sent by facsimile shall be deemed to have been duly sent on the date of transmission as evidence by the confirmation slip.

11.5 This Agreement shall be executed in two counter parts each of which shall be deemed to be an original and shall only become enforceable once Northamber plc has received two signed counter parts of this Agreement from the Reseller, has given its agreement by signing both copies and has returned one signed counter part to the Reseller.

11.6 Northamber plc will make our best endeavours to ensure that downtime is kept to a minimum, however this is subject to availability and reliability of internal systems and Internet service providers. We aim for a 365 day, 7 days a week, 24 hours day price and availability, online transaction (ie, stock check), we aim to be available 07:00 to 21:00, however, online orders should be placed before 17:30 the previous day to ensure a next day deliver service of which carriage will be charged at our published rate.

NORTHAMBER PLC ELECTRONIC COMMERCE USER AGREEMENT & LICENSE

I have read the above agreement and accept the terms:

Northamber Account Number : _____
Company Name : _____
Authorised Signatory Name: _____
Signature : _____
Name of MD (if different): _____
Title (if not MD) : _____
Do you wish to drop ship to a single address ? Y/N <i>(if no is selected then we will assume multiple addresses)</i> <i>If you have a current order please do not use this form to change the address as there is not guarantee that we will receive it in time.</i>
Address details _____ _____ _____ Postcode : _____

Please send the agreement back to

Northamber PLC (Web Services)
Number House
Davis Road
Chessington
Surrey
KT9 1HS

Alternatively you can FAX the last page of the agreement to 020 8296 7330 and it will be actioned for you. This is at your own risk and sending is no confirmation of receipt.

Should you have any questions, please call 08707 201409

Northamber PLC.